

INVITATION FOR BIDS

CITY OF CONROE

BID #0418-2024 TREE REMOVAL SERVICES BID



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE APRIL 18, 2024

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids electronically through Vendor Registry or in duplicate for Tree Removal Services. The proposals shall be appropriately marked "**Bid # 0418-2024 City of Conroe Tree Removal Services**" and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, April 18, 2024, at 2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

Specifications and bidding documents may be secured from www.cityofconroe.org, departments, purchasing, Vendor Registry.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids, award to multiple vendors and to waive informalities in submission of bids. The City of Conroe also reserves the right to award this proposal to the most qualified responsible bidder meeting all the specifications who provides goods or services at the best value for the City.

CC: 4/2/24 & 4/9/24

CITY OF CONROE, TEXAS

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe is requesting bids for tree removal services in various parks within the City. The project includes all materials, labor and equipment for tree and stump removal as set forth in the specifications.

SPECIFICATIONS

1. Contractor shall provide all materials, labor and equipment for tree and stump removal.
2. Contractor shall secure the worksite area to prevent public from entering work zone.
3. Contractor shall cut down tree as close to ground as possible and remove from property including all small debris associated with tree removal.
4. Contractor shall grind all stumps to four (4) inches below grade unless otherwise indicated.
5. Contractor shall backfill stump hole using grindings from stump and rake area level.
6. Contractor is responsible for any damage to any light fixtures, fences, sprinklers, playground structures, buildings, drinking fountains, sidewalks & trails caused by tree removal. This list is not an exhaustive list.
7. Contractor is responsible for any rutting caused by his/her vehicle(s) and/or equipment.
8. Tree removal locations are:
 - a. Candy Cane Park – 1204 Candy Cane Lane, Conroe / 77301 (see maps for sections)
 - b. Dr. Martin Luther King, Jr. Park – 1001 Dr. MLK Place South, Conroe / 77301
 - c. Flournoy Park – 413 N. 10th Street, Conroe / 77301
 - d. Heritage Place – 500 Metcalf Street, Conroe / 7730
 - e. John Burge Park – 11050 John Burge Park Street, Conroe / 77304
 - f. Kasmiersky Park – 889 Old Magnolia Rd., Conroe / 77304 (see maps for sections)
 - g. McDade Park – 10310 FM 2854, Conroe / 77304 (see maps for sections)
 - h. Milltown Park – 600 York Street, Conroe / 77301
 - i. Roberson Park – 1301 Roberson Street, Conroe / 77301
 - j. Stewarts Creek Park – 1329 E. Dallas Street, Conroe / 77301
 - k. White Oak Point Park – 3511 White Oak Point Drive, Conroe / 77304
9. Trees are identified with flagging.

10. Contractor is responsible for visiting sites to identify exact locations of trees and stumps.
11. Diameter of tree is measured at approximately four and one-half feet above ground level. Diameter measurements are given in approximate inches.

I have read and understand the conditions / specifications above:

Name: _____

Company: _____

SPECIFICATION PRICING SHEET:

Tree ID	Location	Tree Type	Circ.	Diameter	Cost
A1	Candy Cane Park	Oak	56	17.8	
A2	Candy Cane Park	Oak stump	53	16.9	
A3	Candy Cane Park	Oak	34	10.8	
A4	Candy Cane Park	Sweet Gum	55	17.5	
A5	Candy Cane Park	Sweet Gum	46	14.6	
A6	Candy Cane Park	Oak	38	12.1	
A7	Candy Cane Park	Oak	28	8.9	
A8	Candy Cane Park	Pine	44	14.0	
A9	Candy Cane Park	Pine	56	17.8	
A10	Candy Cane Park	Pine	31	9.9	
A11	Candy Cane Park	Oak	43	13.7	
A12	Candy Cane Park	Pine	55	17.5	
A13	Candy Cane Park	Oak	36	11.5	
A14	Candy Cane Park	Oak	36	11.5	
A15	Candy Cane Park	Pine	59	18.8	
A16	Candy Cane Park	Pine	67	21.3	
A17	Candy Cane Park	Pine	52	16.6	
A18	Candy Cane Park	Pine	50	15.9	
A19	Candy Cane Park	Oak	68	21.6	
A20	Candy Cane Park	Oak	46	14.6	
A21	Candy Cane Park	Oak	33	10.5	
A22	Candy Cane Park	Oak	26	8.3	
A23	Candy Cane Park	Oak	40	12.7	
A24	Candy Cane Park	Oak	37	11.8	
A25	Candy Cane Park	Oak	63	20.1	
A26	Candy Cane Park	Oak	41	13.1	
A27	Candy Cane Park	Oak	47	15.0	
B7	Candy Cane Park	Sweet Gum	36	11.5	
B8	Candy Cane Park	Oak	93	29.6	
B9	Candy Cane Park	Pine	63	20.1	
B10	Candy Cane Park	Sweet Gum	39	12.4	
B11	Candy Cane Park	Sweet Gum	54	17.2	
B12	Candy Cane Park	Oak	52	16.6	
B13	Candy Cane Park	Pine	82	26.1	
B14	Candy Cane Park	Oak	61	19.4	
C1	Candy Cane Park	Pine	84	26.7	
C2	Candy Cane Park	Sweet Gum	31	9.9	
C3	Candy Cane Park	Sweet Gum	37	11.8	
C4	Candy Cane Park	Sweet Gum	25	8.0	
C5	Candy Cane Park	Sweet Gum	31	9.9	
C6	Candy Cane Park	Sweet Gum	40	12.7	
C7	Candy Cane Park	Pine	82	26.1	
D1	Candy Cane Park	Pine	80	25.5	
D2	Candy Cane Park	Pine	81	25.8	
D3	Candy Cane Park	Elm	17	5.4	
D4	Candy Cane Park	Oak	31	9.9	

A1	Dr. MLK Park	Hardwood	15	4.8	
A2	Dr. MLK Park	Hardwood	25	8.0	
A3	Dr. MLK Park	Pine	76	24.2	
A4	Dr. MLK Park	Pine	35	11.1	
A5	Dr. MLK Park	Pine	36	11.5	
A6	Dr. MLK Park	Willow	24	7.6	
A7	Dr. MLK Park	Willow	22	7.0	
A8	Dr. MLK Park	Willow	17	5.4	
A1	Flournoy Park	Pine	48	15.3	
A2	Flournoy Park	Pine	92	29.3	
A3	Flournoy Park	Oak	70	22.3	
A1	Heritage Place	Holly	20	6.4	
A2	Heritage Place	River Birch	13	4.1	
A1	John Burge Park	Oak	35	11.1	
A2	John Burge Park	Pine	27	8.6	
A3	John Burge Park	Oak	43	13.7	
A4	John Burge Park	Oak	18	5.7	
A5	John Burge Park	Oak	31	9.9	
A6	John Burge Park	Pine	44	14.0	
A7	John Burge Park	Sweet Gum	18	5.7	
A8	John Burge Park	Sweet Gum	35	11.1	
A9	John Burge Park	Elm	26	8.3	
A10	John Burge Park	Oak	64	20.4	
A11	John Burge Park	Oak	64	20.4	
A12	John Burge Park	Oak	26	8.3	
A13	John Burge Park	Oak	25	8.0	
A1	Kasmiersky Park	River Birch	42	13.4	
A2	Kasmiersky Park	River Birch	10	3.2	
A3	Kasmiersky Park	River Birch	12	3.8	
A4	Kasmiersky Park	Pine	32	10.2	
A5	Kasmiersky Park	Pine	54	17.2	
A6	Kasmiersky Park	Oak	42	13.4	
A7	Kasmiersky Park	Oak	16	5.1	
B1	Kasmiersky Park	Elm	24	7.6	
B2	Kasmiersky Park	Elm	22	7.0	
B3	Kasmiersky Park	Elm	30	9.5	
B4	Kasmiersky Park	Elm	11	3.5	
B5	Kasmiersky Park	Oak	31	9.9	
B6	Kasmiersky Park	Oak	16	5.1	
B7	Kasmiersky Park	Oak	15	4.8	
B8	Kasmiersky Park	Oak	31	9.9	
B9	Kasmiersky Park	Oak	27	8.6	

B10	Kasmiersky Park	Oak	23	7.3	
B11	Kasmiersky Park	Elm	24	7.6	
B12	Kasmiersky Park	Elm	16	5.1	
B13	Kasmiersky Park	Elm	10	3.2	
B14	Kasmiersky Park	Oak	45	14.3	
B15	Kasmiersky Park	Oak	41	13.1	
B16	Kasmiersky Park	Oak	46	14.6	
B17	Kasmiersky Park	Oak	51	16.2	
B18	Kasmiersky Park	Pine	14	4.5	
C1	Kasmiersky Park	Pine	76	24.2	
C2	Kasmiersky Park	Oak	37	11.8	
C3	Kasmiersky Park	Pine	44	14.0	
C4	Kasmiersky Park	Pine	62	19.7	
C5	Kasmiersky Park	Oak	41	13.1	
C6	Kasmiersky Park	Oak	49	15.6	
C7	Kasmiersky Park	Oak	74	23.6	
C8	Kasmiersky Park	Pine	35	11.1	
C9	Kasmiersky Park	Pine	55	17.5	
C10	Kasmiersky Park	Pine	24	7.6	
C11	Kasmiersky Park	Pine	48	15.3	
C12	Kasmiersky Park	Pine	48	15.3	
C13	Kasmiersky Park	Pine	32	10.2	
C14	Kasmiersky Park	Pine	29	9.2	
C15	Kasmiersky Park	Pine	41	13.1	
C16	Kasmiersky Park	Maple	31	9.9	
C17	Kasmiersky Park	Oak	10	3.2	
C18	Kasmiersky Park	Oak	56	17.8	
C19	Kasmiersky Park	Oak	47	15.0	
C20	Kasmiersky Park	Holly	20	6.4	
C21	Kasmiersky Park	Hardwood	24	7.6	
A1	Lewis Park	Tallow	32	10.2	
A2	Lewis Park	Hardwood	38	12.1	
A1	Lions Park	Pine	43	13.7	
A2	Lions Park	Pine	38	12.1	
A3	Lions Park	Pine	45	14.3	
A4	Lions Park	Pine	36	11.5	
A5	Lions Park	Pine	14	4.5	
A6	Lions Park	Pine	31	9.9	
A7	Lions Park	Tallow	17	5.4	
A8	Lions Park	Pine	46	14.6	
A9	Lions Park	Pine	37	11.8	
A1	McDade Park	Oak	26	8.3	
A2	McDade Park	Elm	23	7.3	
A4	McDade Park	Oak	13	4.1	

A5	McDade Park	Oak	16	5.1	
A6	McDade Park	Oak	16	5.1	
A7	McDade Park	Pine	21	6.7	
A8	McDade Park	Elm	31	9.9	
A9	McDade Park	Elm	21	6.7	
A10	McDade Park	Elm	27	8.6	
B1	McDade Park	Sweet Gum	45	14.3	
B2	McDade Park	Pine	76	24.2	
B3	McDade Park	Pine	51	16.2	
B4	McDade Park	Pine	62	19.7	
B5	McDade Park	Oak	51	16.2	
B6	McDade Park	Pine	172	54.7	
B7	McDade Park	Pine	82	26.1	
B8	McDade Park	Oak	80	25.5	
B9	McDade Park	Pine	25	8.0	
B10	McDade Park	Pine	25	8.0	
B11	McDade Park	Pine	26	8.3	
B12	McDade Park	Hardwood	36	11.5	
B13	McDade Park	Pine	72	22.9	
B14	McDade Park	Oak	88	28.0	
B15	McDade Park	Oak	60	19.1	
B16	McDade Park	Hardwood	44	14.0	
B17	McDade Park	Elm	40	12.7	
B18	McDade Park	Oak	90	28.6	
A1	Milltown Park	Tallow	28	8.9	
A2	Milltown Park	Oak	75	23.9	
A3	Milltown Park	Pine	64	20.4	
A4	Milltown Park	Pine	58	18.5	
A5	Milltown Park	Pine	76	24.2	
A6	Milltown Park	Hardwood	21	6.7	
A7	Milltown Park	Hardwood	21	6.7	
A1	Roberson Park	Hardwood	28	8.9	
A2	Roberson Park	Pine	16	5.1	
A3	Roberson Park	Tallow	20	6.4	
A4	Roberson Park	Tallow	27	8.6	
A5	Roberson Park	Oak	42	13.4	
A6	Roberson Park	Pine	21	6.7	
A7	Roberson Park	Pine	12	3.8	
A8	Roberson Park	Pine	19	6.0	
A9	Roberson Park	Pine	30	9.5	
A10	Roberson Park	Pine	69	22.0	
A11	Roberson Park	Pine	18	5.7	
A12	Roberson Park	Pine	18	5.7	
A13	Roberson Park	Pine	16	5.1	
A14	Roberson Park	Pine	20	6.4	

A1	Stewarts Creek Park	Pine	65	20.7	
A2	Stewarts Creek Park	Hardwood	44	14.0	
A3	Stewarts Creek Park	Elm	27	8.6	
A4	Stewarts Creek Park	Oak	39	12.4	
A1	White Oak Point Park	Oak	29	9.2	
TOTAL					\$

TERMS, CONDITIONS AND CLAUSES

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquires** -Bidder's desiring further information or interpretation must request such information in the questions section of Vendor Registry.
- 3.0 **Submission of Bids** - Submit electronically through Vendor Registry or deliver one original and three copies to the City Secretary's Office

Contact: Soco M. Gorjon, City Secretary
300 West Davis, 3rd Floor
Conroe, TX. 77301

- 4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.
- 6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.
- 7.0 **Materials and Services** - The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.
- 8.0 **Price of Materials and Sales Tax**- Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

- 9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

- 10.0 **Assignment** - Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.
- 11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.0 **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).
- 13.0 **Contracting Information Responsibilities** - In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 14.0 **COVID-19 Vaccine Passport Prohibition** - Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.
- 15.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Contractor's compliance with the required controls.
- 16.0 **Dealings with Public Servants Affirmation** - Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 17.0 **Debts and Delinquencies Affirmation** - Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 18.0 **Disaster Recovery Plan** - In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- 19.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

- 20.0 **Energy Company Boycotts** - If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.
- 21.0 **Entities that Boycott Israel** - If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.
- 22.0 **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 23.0 **Excluded Parties:** - Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 24.0 **False Statements** - Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 25.0 **Financial Participation Prohibited** - Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 26.0 **Foreign Terrorist Organizations** - Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 27.0 **Firearm Entities and Trade Associations Discrimination** - If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.
- 28.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 29.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate

- 30.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 31.0 **No Conflict of Interest** - Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 32.0 **Prior Disaster Relief Contract Violation** - Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 33.0 **Public Information Act** - Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.
- 34.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.
- 35.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.
- 36.0 **Suspension and Debarment** - Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 37.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

- 38.0 **Texas Bidder Affirmation** - Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 39.0 **Americans with Disabilities Act** - Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 40.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 41.0 **Disclosure of Interested Parties** - Contractor represents and warrants that if selected for award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 42.0 **Discounts** - If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.
- 43.0 **Equal Employment Opportunity** - Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 44.0 **Force Majeure** - Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 45.0 **Immigration** - Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
- 46.0 **Independent Contractor** - Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the City.
- 47.0 **Legal and regulatory actions** - Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the

Response. In addition, Contractor represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract

- 48.0 **Limitation on Authority** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 49.0 **Lobbying Prohibition** - Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- 50.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 51.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 52.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 53.0 **Record Retention** - Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 54.0 **Refund** - Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 55.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 56.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 57.0 **Subcontractors** - Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

58.0 **Survival** - Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

59.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Contractor shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

60.0 **Insurance Requirements:**

NO BID WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

61.0 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

62.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Bidder.

63.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.

64.0 **Unit Prices** - The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

65.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.

- 66.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 67.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.
- 68.0 **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PARKS SUPERINTENDENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

- 69.0 **Payment** - The Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.
- 70.0 **Default** - The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.
- 71.0 **E-Verify Program**: Executive Order No. RP-80 Tex. Att'y Gen. Op. No. KP-70 (2016) - Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
1. all persons employed by Respondent to perform duties within Texas; and
 2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
- 72.0 **Bid Agreement and Certification**:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.

- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

DOCUMENT 00520
BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

PAYMENT BOND

Bond Identification No. _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Candy Cane Park

Section A

Legend

-  Candy Cane Park
-  Conroe Activity Center
-  Heritage Museum of Montgomery County
-  VFW Post 4709 Conroe TX



Candy Cane Park

Section B

Legend

- Candy Cane Park
- Conroe Activity Center
- Conroe Aquatic Center Waterpark
- Heritage Museum of Montgomery County
- VFW Post 4709 Conroe TX



Candy Cane Park

Section C

Legend

- Candy Cane Park
- Conroe Activity Center
- Conroe Aquatic Center Waterpark
- Heritage Museum of Montgomery County
- VFW Post 4709 Conroe TX



VFW Post 4709 Conroe TX

Candy Cane Ln

Candy Cane Park

Heritage Museum of Montgomery County

Conroe Activity Center

Thomas Ave

Bettes St

Callahan Ave

Candy Cane Ln

GK Ray Recreation Center

Stevens Ave

Conroe Aquatic Center Office (not The...)



Candy Cane Park

Section D

Legend

- Candy Cane Park
- Conroe Activity Center
- Conroe Aquatic Center Waterpark
- Heritage Museum of Montgomery County
- VFW Post 4709 Conroe TX



Kasmiersky Park

Section A

Legend

-  Kasmiersky Basketball Court
-  Kasmiersky Playground



Kasmiersky Park

Section B

Legend

-  Kasmiersky Basketball Court
-  Kasmiersky Playground



Kasmiersky Park

Section C

Legend

-  Kasmiersky Basketball Court
-  Kasmiersky Playground





McDade Park
Section A

Legend

-  Bayou Land Conservancy Mussel Pond Preserve
-  McDade Magnolia

Gregory Rd

McDade Park Disc Golf Course

McDade Park

Steve Owens Rd

West Fork San Jacinto River

2854

Metcalf St

Bonnie & Clyde Bridge Metcalf St





McDade Park

Section B

Legend

- Bayou Land Conservancy Mussel Pond Preserve
- McDade Magnolia

Bayou Land Conservancy Mussel Pond Preserve

McDade Park Disc Golf Course

Conroe Yacht Club

McDade Park

