

**TOWN OF HOUSTON  
INVITATION TO BID**

The Town of Houston, Delaware will receive and open sealed bids for annual grass mowing within the corporate limits of the Town of Houston on Thursday evening, June 06, 2019 at 7:30 pm at the Houston Fire Hall, 143 Broad Street, Houston, DE 19954. Proposals shall be clearly marked and delivered prior to June 06, 2019 at 7:30 pm or be mailed to:

**Town of Houston  
PO Box 196  
Houston, DE 19954  
GRASS MOWING BID**

1. The grass mowing period shall be effective from July 1, 2019 through June 30, 2022. (156 weeks)
2. The Town of Houston is requesting a firm, fixed price per mow rate and not an hourly rate.
3. **SCOPE OF WORK:** The work to be done includes furnishing all labor, material, machinery and tools necessary to mow Town owned land and mow lawns of individual property owners whose lawn is in violation of the Town Code.
4. **QUALITY OF WORK:** The Contractor shall ensure that all work provided for in these Specifications and the Agreement entered into between the Town and the Contractor is performed by a licensed, insured, fully-qualified and experienced subcontractor(s) or personnel directly employed by the Contractor. The Contractor shall ensure that the Contractor's and subcontractor's employees shall be personally presentable and act with courtesy and good manners at all times.
5. **INSPECTION:** The Contractor shall perform all work provided for in these Specifications and the Agreement entered into between the Town and the Contractor under the direction and to the satisfaction of the Town Council, or their designated representative, who may make inspections at any time and request that the Contractor perform additional work or services without cost to the Town to bring Contractor's performance to the level required by the specifications in the Agreement entered into between the Town and the Contractor.
6. **SCOPE OF RESPONSIBILITY/SPECIFICATIONS/AGREEMENT:**
  - A. Work schedule**
    1. The Contractor shall conduct all operations during the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday, unless otherwise approved by the Town. Contractor may not work on any Federal, State, or local holidays.
    2. The Town will notify the Contractor of lawns owned by private property owners to be mowed due to incompliance with the Town Code. Contractor will not, at any time, mow a lawn without consent first from the Town. Contractor will mow private property lawns, as requested, in no less than 24 hours after notification from the Town.
    3. Contractor will mow Town owned land once per two week period, unless otherwise requested by Town Council.
  - B. Protection of existing property**
    1. Contractor must protect all existing plant materials, site improvements, structures, facilities, utilities, and natural areas from damage, both above and below ground. Any damage shall be reported immediately to the Town's representative. Any damage caused by Contractor shall be corrected and/or paid for by the Contractor at no cost to the Town. Any or all plant material damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size. Replacement shall be made within (15) days from the date the defective plant is brought to the attention of the Contractor.
    2. Contractor shall protect property from accidental chemical, fuel, oil or other contaminates spills.

3. Contractor shall not wash soil, chemicals, litter, mulch, soil amendments or other materials into Town streets.

## 7. BILLING

A. Contractor will provide an invoice monthly to the Town along with a completed Grass Mowing Form provided by the Town indicating the private property address that was mowed and who authorized the mowing and when it was authorized. Included in said invoice will be the Town owned land address that was mowed and when it was mowed.

B. Town will pay invoices properly presented within 30 days of receipt.

8. The successful bidder and any subcontractors shall have a current State of Delaware business license and Town Business Licenses. Forms for town business licenses are available on the Town's web site at: [www.TownofHouston.com](http://www.TownofHouston.com)

9. The Contractor shall furnish the Town with certificates of proof of insurance for Liability Insurance and any other State of Federally mandated insurance coverage. In addition, the Contractor shall provide the Town with proof of insurance in the following minimum amounts: Property Damage and Bodily Injury – each occurrence \$500,000.00.

10. It is understood, by signing this bid, The Town of Houston is absolved of any and all liabilities from any and all claims, demands, actions, judgments, cost, expense and liabilities of every kind and nature, which may or could arise or result directly or indirectly from grass mowing services.

11. It is understood and agreed upon that the Contractor is not an agent of the Town but is employed hereunder as an independent Contractor.

12. It is understood that the bids shall remain firm for sixty (60) days, and that the Town reserves the right to reject any and all bids and to accept those which, in its opinion, will best suit the needs of the citizens of Houston.

**INDEMNITY CLAUSE:** The Contractor agrees to hold harmless and indemnify the Town of Houston from all claims, legal and equitable, including court costs and reasonable attorney's fees, arising out of the service the Contractor is providing to the Town.

**REFERENCES:** Bidder shall provide a list of references of people for whom they have worked in the past.

**CONTRACT TERMINATION:** It shall be understood that should the Contractor fail to perform the work according to the specifications, the Town shall have the right to terminate the contract.

Sum cost for grass mowing (per mow) \_\_\_\_\_

**Attach the following:**

- Current State of Delaware License**
- Town of Houston Business License Application and Fee**
- Certificate of Liability Insurance**
- List of References**

CONTRACTOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_