

Mesa Oaks Landscaping Bidding

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Summary

Bidding Process

- The bidding process shall **open on 6/12/2023** at 12:00 AM CST and **close on 7/15/2023 at 11:59 PM CST** (bid window).
- An **award contract shall be given no later than 7/19/2023**.
- **Contractor will begin contract on 8/1/2023**. Start date can be modified.
- Contractor may re-submit their bid at any point up until the close of the bid window.

Factors Affecting Your Selection

The HOA shall make the choice of award based on **reliability, quality of work, and cost**. Past history shall be considered. Any other information such as customer reviews, past legal history, complaints, judicial actions, etc. shall be considered.

Contractor is strongly urged to submit evidence of **reliability** and **quality of work**.

Clarifications

You are encouraged to contact the HOA if you have any questions. Contact can be made by email, phone call, or other electronic means. In-person site visits are available on your own and with an HOA Director if you request it.

Every potential contractor will receive the same information. If a clarification results in new information not available to all other Contractors, that information will be published on this website and every attempt will be made to contact other Contractors to make them aware that a new piece of information is made available.

The HOA's primary method of communication with a Contractor shall be via e-mail. Please provide it when you bid.

Point of Contact

- contracts-mesaoaks@protonmail.com
- 210-739-3259 (please leave a voicemail or provide your phone number in advance to the email above)

Submission Instructions

Please email your proposal to contracts-mesaoaks@protonmail.com.

Please provide bids based on the Schedule. Provide 2 bids:

- With Empty Lot serviced.
- Without Empty Lot serviced.

Bids should include a monthly cost and a yearly total cost.

Primary and Backup Contractors

Unless you say otherwise, you are bidding for a position as either both a Primary and Backup contractor. Please ensure you specify your preference in the Bidder Form.

A **Primary Contractor (PC)** will be tasked with performing all tasks in this document for a 1 year term.

A **Backup Contractor (BC)** will only be given a task if the Primary Contractor fails to fulfill their obligations in the opinion of the HOA. This status is only intended to be used intermittently in the event of the occasional failure of the Primary Contractor. If the Primary Contractor is routinely unable to meet their obligations requiring frequent or extended use of a Backup Contractor, then the HOA will launch another bid period and re-award a Primary Contractor.

- A Backup Contractor will have all the same responsibilities as the Primary Contractor, which are listed in this document.
- The pay rate you submitted as a Primary Contractor will also be the pay rate as a Backup Contractor.
- If a bidder is awarded the role of Backup Contractor, the pay rate shall be as follows:
 - If the Backup Contractor's bid was less than that of the Primary Contractor, then the Backup Contractor shall be paid at the rate of the Primary Contractor (the higher of the two rates).
 - If the Backup Contractor's bid was more than the Primary Contractor, then the Backup Contractor shall be paid at a rate no higher than 120% of the Primary Contractor's rate, regardless of what the Backup Contractor bid.
 - If the Backup Contractor's bid was less than 120% but more than 100% of the Primary Contractor's bid, then the Backup Contractor will be paid the bid amount, limited to 120% of the Primary Contractor's bid.
- The Backup Contractor will be expected to begin recovery work missed by the Primary Contractor within 5 days, unless extraordinary circumstances exist.
- A Backup Contractor will be given higher preference if another bid is created to replace the Primary Contractor.

Summary of Primary Contractor (PC) vs. Backup Contractor (BC) Pay Rates

Scenario	Backup Contractor (BC) Pay Rate
If BC bid (\$) < PC bid (\$)	BC is paid at PC rate
If BC bid (\$) is < 120% of PC bid (\$)	BC is paid at BC bid rate (up to a maximum of 120% of PC bid rate)
If BC bid (\$) is > 120% of PC bid (\$)	BC is paid at 120% PC rate

Unplanned Situations

Contractor shall be evaluated based on reliability. The HOA shall exclusively make a determination if a Contractor will continue to fulfill the contract after a multiple failures. Contractor should generally be available within 24 hrs by phone call, text message, or email.

Absences

The HOA understands that there may be circumstances which prevent the Contractor from meeting their obligations. Payment for each month is contingent upon completion of work but an absence will NOT be

immediate grounds for contract termination if the Contractor communicates the absence in a timely manner, is pro-active with the HOA, and provides acceptable reasoning for the absence. **Our intent is a long term relationship.**

Examples of acceptable absences include, but are not limited to:

- Family emergencies.
- Medical emergencies.
- Inclimate weather.
- Natural disaster.

In the event of an absence, Contractor will make every attempt to contact the HOA to provide a recovery plan for the absence. The HOA shall decide solely decide if the recovery plan is adequate or if the HOA intends to use other means, including the use of a Backup Contractor.

Description of Work

Summary

- Maintain all landscape within HOA standards and City of Schertz ordinance.
- Trim trees as needed (only up to 10 feet from the ground).
- Maintain flower beds with drought resistant, native central Texas plants. Replace plants as necessary.
- Trim all decorative plants.
- Perform fertilizer work.
- ~~Spot insect control (example: ants). Removed 2023-06-19.~~
- Perform weed control.
- Pre-emergent and post-emergent weed control.
- Notify HOA of any irrigation problems if observed.
- Provide monthly monitoring of all areas. Pro-actively perform work to avoid complaints.

Detailed Description of Work

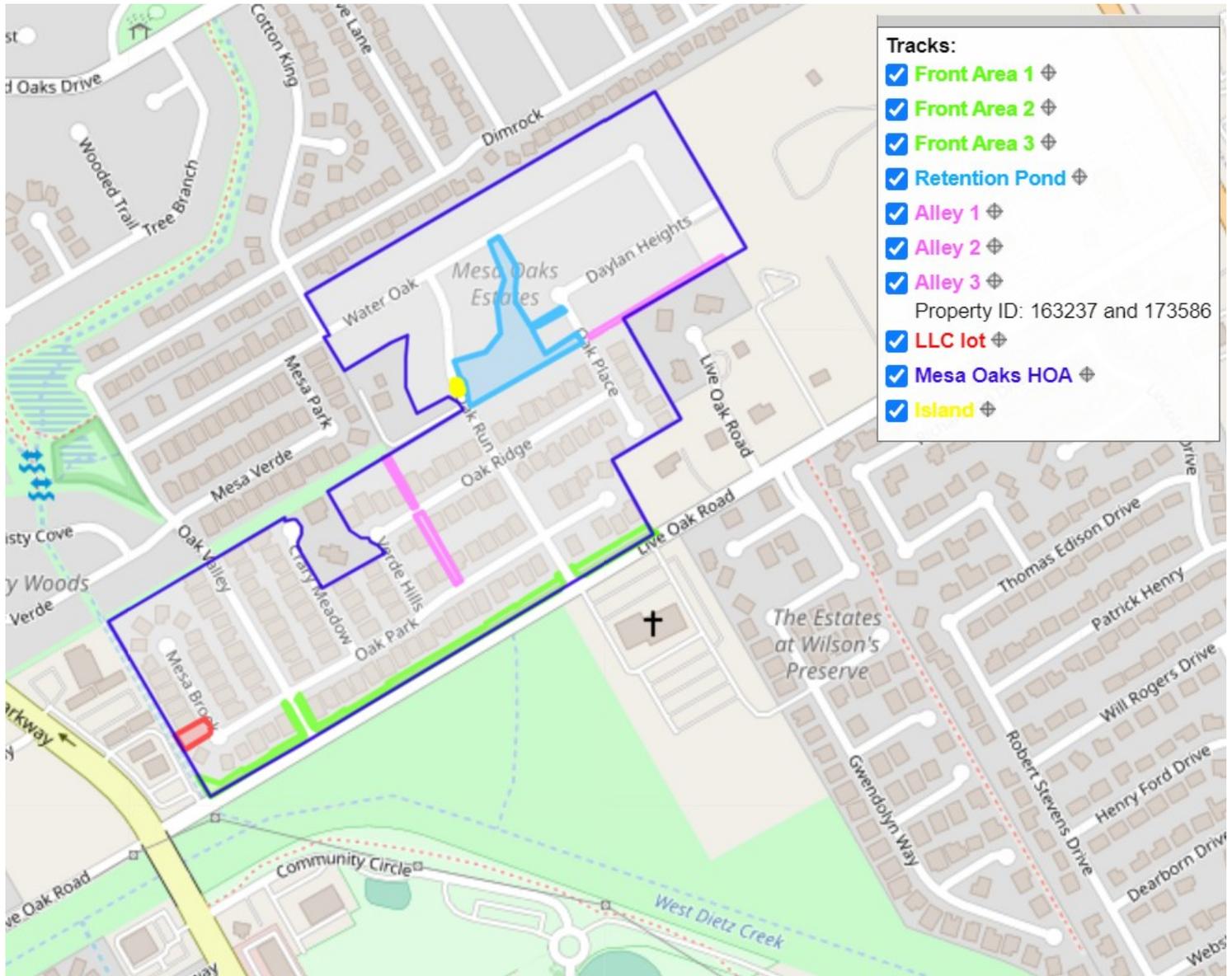
In addition to the tasks described in the Summary, Contractor will include the following services in their proposal:

- 1 Mowing, edging, blowing, leaf collection.
 - 1.1 Mow, edge, and blow all common areas within property lines (and some specified areas outside property lines) per the schedule to maintain a neat appearance and promote healthy growth. Height of grass cut should vary according to season and type of grass.
 - 1.2 After mowing and edging, grass clippings and debris will be collected and taken off said property.
 - 1.3 Areas around buildings, fences, posts, and other raised structures will be edged or chemically controlled (ONLY when no other solution exists, with approved chemicals) within the local confines (i.e., around trees, sprinklers, beds, lights, etc.). Chemical control shall not leave unsightly dead vegetation along paths, roads, or common areas.
 - 1.4 Plant beds will be maintained per Schedule. Edging should be performed for a neat appearance. Weeding in beds and along driveways, sidewalks and curbs of common areas will be performed as needed. Debris and leaves will be removed from beds as needed.

- 2 Leaf Collection.
 - 2.1 Leaf collection should be provided seasonally and after any storm or wind events leaving leaf debris. Leaf collection along all streets shall be picked up and removed.
- 3 General
 - 3.1 General debris/litter pickup. This should be done on every visit or when noticed through all contracted work areas.
 - 3.1.1 Fallen tree branch removal. If the fallen branch/limb can be safely moved off the road or trail, the branch can be picked up and removed on the next visit. In cases where the fallen branch is too large to be moved, then the Contractor (or a subcontracted service) will respond to remedy the situation, culminating with removing the debris off-site. This service would need to be available in the situation where traffic is blocked from egress/ingress on a same-day response. Shrubs and perennials shall be pruned evenly to give plants a neat appearance and promote healthy growth. This service shall be performed in accordance with industry accepted standard horticultural practices for the types of plants involved.
 - 3.1.2 Pruning and hedge trimming will be performed monthly.
 - 3.1.3 Tree (top) canopies will be maintained following industry best practices. Care of the trees outside islands, common areas, and more than 4 feet from the path will not be performed unless branches or leaves fall on the common areas or paths. The entire canopies of trees over 10 feet tall will not be included in this contract. However, the bottom parts of trees over 10 feet tall will be trimmed to provide a walkway for pedestrians and so as not to protrude excessively.
 - 3.1.3.1 Leaves and branch debris from all trees that fall into common areas will be picked up or blown in these areas. If branches are sufficiently low to impair traffic or standards for keeping the walks and structures clear, these obstacles will be trimmed as noted to provide appropriate clearance around walks, mailboxes, trails, benches, and beds. Maintenance of trees above the lower edges will be “out of scope” and Contractor will not be required to maintain beyond the bottoms of trees.
 - 3.1.4 Dead plant material and weeds in beds shall be removed immediately as identified during each service trip.
- 4 Fertilization
 - 4.1 Fertilization will be provided per Schedule during the term of the contract using a granular, topical application. Unless the Contractor provides an alternate and better schedule, the Tentative Schedule, weather permitting: Seven days either side of October 15 and seven days either side of April 15. Fertilization, application, and any subcontractors utilized will be reviewed and approved by the Management prior to application.
- 5 Insect Control
 - 5.1 (changed 2023-06-19) If Contractor believes that insect control is needed, contractor will advise HOA management.
 - 5.2 ~~Fire ant pesticide will be applied as mounds appear, per visit.~~ Removed 2023-06-19
- 6 Irrigation Inspections
 - 6.1 A monthly irrigation inspection will be performed. The inspection will test all irrigation components for normal operation. An inspection report will be provided within 48 hours of the inspection performed.
 - 6.2 Contractor is not required to have expertise in irrigation system repair but if Contractor has this capability, an estimate for repair may be provided.

Location

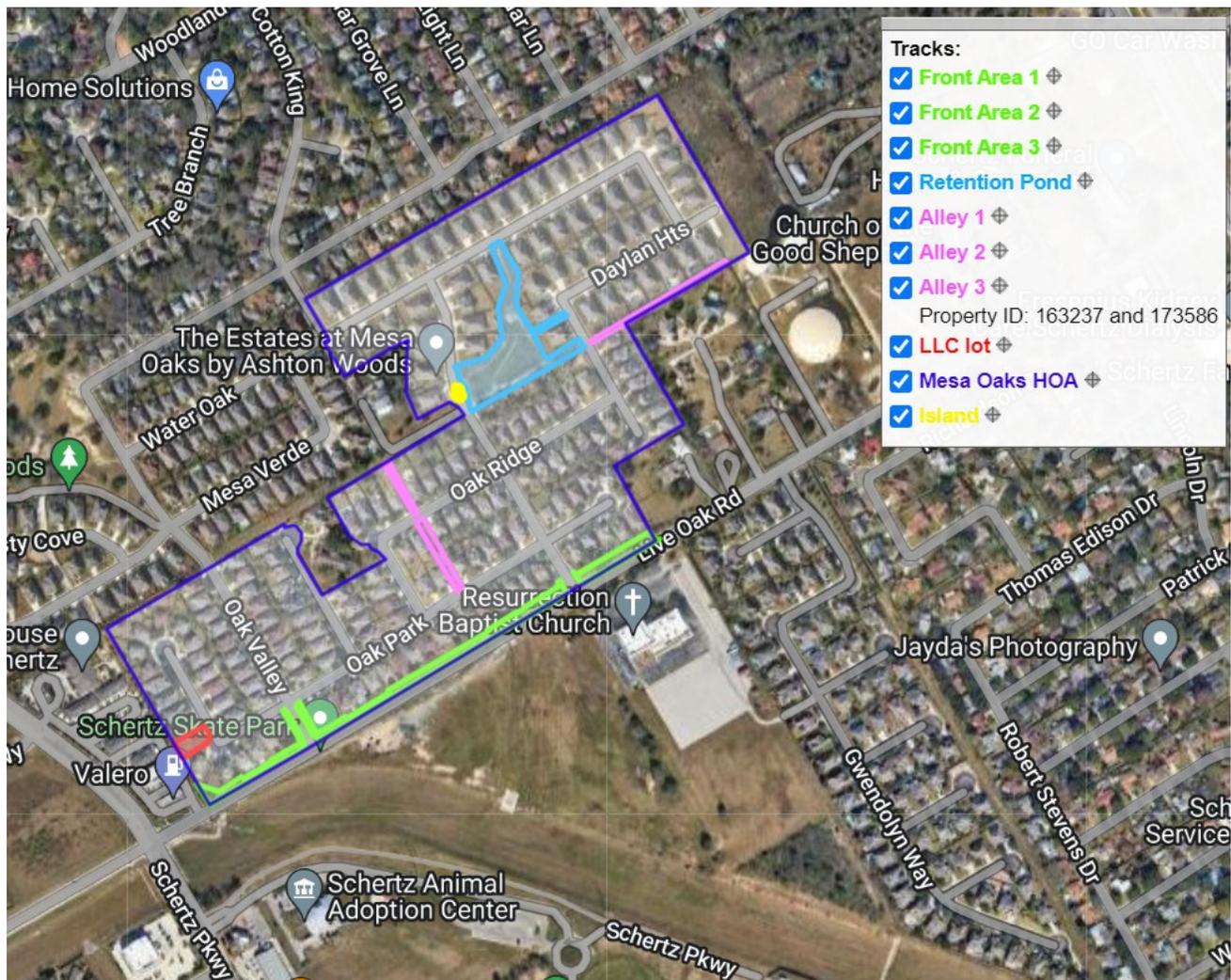
Mesa Oaks HOA is located adjacent to Schertz Parkway and Live Oak Road in Schertz, Texas, in the County of Guadalupe.



Mesa Oaks service areas includes the HOA property and one Vacant Lot which is not considered as part of the basic service. **Please provide a bid for the HOA properties and a bid for the HOA properties + the Vacant Lot.**

Areas

The following are estimates of area sizes based on satellite images. You may visit the sites at your convenience or by contacting the HOA for a guided tour.



HOA Property

(these will always be maintained)

	Square Feet	Acres
Front Area 1	14,338	0.33
Front Area 2	32,770	0.75
Front Area 3	12,849	0.29
Retention Pond	78,923	1.81
Alley 1	7,438	0.17
Alley 2	3,962	0.1
Alley 3	9,097	0.21
Island	857	0.09
Totals	150,280	3.45

Private Lots

(this is separate from the main HOA areas)

	Square Feet	Acres
LLC lot	7,665	0.18

Schedule

Visits must not be closely spaced together. Visits may not be within 10 calendar days of another visit unless the separate visit continues the services of the current visit. For example, Contractor may mow grass one day and perform shrub maintenance the next day. Contractor may not perform the same task over the same area unless at least 10 calendar days has elapsed. For example, the grass must not be mowed twice in the same week in the same area (unless it's required to fix a deficiency). **The HOA will be flexible with regards to how the Contractor accomplishes tasks provided the work is continuously completed and the neighborhood remains aesthetically pleasing.**

Work can be spread out throughout the month. Contractor may combine work for the HOA and work done for residents or other nearby customers. The intent is to allow a contractor to spend less money in travel.

Deviation from the Schedule is permitted IF:

1. HOA is informed of intentions, AND
2. The quality, timeliness, and general appearance of the neighborhood is not affected.

Visits to Specific Areas per Month

	1	2	3	4	5	6	7	8	9	10	11	12	Total visits
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Main Areas (Green,Purple,Yellow)		1	2	2	2	2	2	2	2	2	2	1	20
Detention Pond (Light Blue)		1	1	1	1	1	1	1	1	1	1	1	11
Empty Lot (Red)			1		1		1		1		1		5

**NOTE: please provide one estimate with the Empty Lot and one without the Empty Lot*

Tasks to perform on each visit

Shrub Trimming / Maintenance			X	X	X	X	X	X	X	X			
Shrub Fertilization		X									X		
Grass cutting		X	X	X	X	X	X	X	X	X	X	X	
Irrigation System Inspection		X	X	X	X	X	X	X	X	X	X	X	
Spot Insect Control		X	X	X	X	X	X	X	X	X	X	X	
Tree trimming					X*	*perform once per year at optimal time							
Weed Control	X**			X**		X**		X**		X**		X**	
** weed control may be spread 6 times throughout the year at optimal times													

Hours

Contractor may perform work only during common business hours, with daylight conditions, and without causing excessive noise during normally expected sleep hours.

Length of Contract

- 1 year unless other arrangements are made.
- Contract will automatically renew unless the HOA decides to launch another bid cycle. This will be announced between 30 and 60 days prior to the completion of the one-year contract cycle.
- A Backup Contractor not wishing to maintain the role of Backup Contractor must notify the HOA.

Legal

1 Indemnity.

- 1.1 Contractor and sub-contractors will hold HOA harmless for any harm done by Contractor to homeowner property, private property, city property, HOA property, or someone else's property.
- 1.2 Contractor will hold HOA harmless as a result of Contractor workplace injury. Contractor shall be solely responsible for workplace injuries. Contractor is solely responsible for any bodily injury occurring while performing work or within the areas of the HOA to any Contractor employees or its sub-contractors. The HOA shall not be obligated to bear any medical or other expenses caused by the Contractor.
- 1.3 Contractor is responsible for any damage caused to homeowner property, private property, city property, HOA property, or someone else's property.
- 1.4 Contractor is solely responsible for any damage to contractor property or equipment while performing work or within the areas of the HOA.

2 Jurisdiction.

- 2.1 All legal matters will be executed in the County of Guadalupe in the State of Texas.
- 2.2 Contractor will be liable for all legal expenses and related expenses brought by the HOA against the Contractor.

3 **Legal Residents.** All workers used on the premises must have legal residency or otherwise have legal authorization to visit and work in the United States of America. Any Contractor employee or Sub-Contractor employee found by any party to be in violation of this requirement must immediately remove the employee from Mesa Oaks property.

4 **Outstanding warrants and other active police matters.** Contractor must assure that any employee or sub-contractor employee:

- 4.1 Has no outstanding warrants,
- 4.2 Has not committed any felonies being actively convicted or accused,
- 4.3 Is not under investigation by law enforcement for crimes,
- 4.4 Is not a registered sex offender,
- 4.5 Is not under house arrest or other form of arrest,
- 4.6 Is not "wanted" for any crime.

5 **Medical qualifications.** Contractor will assure employees do not have any diagnosed or undiagnosed medical condition that could make accomplishment of the Contract dangerous to the employee, to any other person(s), or to HOA and homeowner property.

- 5.1 The HOA will not be responsible in any capacity for workplace illness or injury.

6 **Illegal Substances.** No illegal substances may be consumed, used, sold, or possessed while on Mesa Oaks HOA property or that of homeowner property.

7 Sub-Contractors.

- 7.1 Contractor may utilize sub-contractors with pre-approval from Mesa Oaks HOA.
- 7.2 Contractor is fully liable, without exception, for sub-contractors and is additionally required to uphold the Indemnity, Jurisdiction, and Legal Residents clauses of this section.
- 7.3 Sub-contractors must also uphold all other parts of this contract as if they were the top level Contractor.

8 Contractor Fiscal Responsibility.

- 8.1 HOA shall not be liable for any Contractor's or sub-Contractor's taxes, outstanding debts, collections, insurance costs, citations, fines, or any other financial obligations "out of scope" of this Contract.
- 8.2 Contractor is not eligible for this contract if Contractor has outstanding debts or liens.

9 License and Bond Requirements.

- 9.1 ~~Contractor is not required to be licensed and bonded.~~ Contractor is not required to be licensed or bonded, however, if a task requires licensing by state law for any method used, then contractor must be licensed.

9.1.1 Spot insect control is no longer required. Weed control may be accomplished using any common means including timely mowing and weed pulling. If herbicides are used, contractor must be adequately licensed and meet any other state law requirements.

10 Insurance.

- 10.1 HOA shall not be liable to cover any Contractor or sub-Contractor insurance costs.
- 10.2 Contractor is liable for maintaining Commercial/Liability insurance, Workers Compensation, Non-Owned Auto, if needed by Contractor policy, state law, or city ordinance.
- 10.3 If the HOA deems it necessary to make an HOA insurance claim as a result of Contractor performance, the Contractor shall be liable for reimbursing the HOA within 30 days for any legal fees or other reasonable associated fees.
- 10.4 Contractor is solely liable for any additional costs beyond the scope of this contract. The HOA may consider, but is not obligated to honor, any additional unforecasted cost increases occurring during the contract lifetime. Any costs considered *substantial* by the HOA may result in an immediate re-bidding process not subject to a 30 day notification.

11 Performance.

- 11.1 Contractor will perform as contractually agreed.
- 11.2 Any out-of-scope (one-time) items proposed by the Contractor must be mutually agreed to by Mesa Oaks HOA and Contractor.
 - 11.2.1 Such one-time items will be executed with a simple proposal stating scope, timing, and cost. HOA must approve any additional proposals.
 - 11.2.2 HOA is not required to honor out-of-scope invoice amounts exceeding 3% of the proposed amount.

Termination of Contract

- 1. The HOA reserves the right to terminate the contract at any point, without reason, with 30 days notice to Contractor.
- 2. Contractor may terminate contract with HOA with at least 30 days notice.

Terms of Payment

Payment shall be made to Contractor when:

- 1. Contractor provides evidence the work has been completed by emailing photos of each area to contractsmesaoakshoa@protonmail.com, AND
 - 2. The work meets the standards of the HOA and the city of Schertz.
- Contractor shall send an invoice to HOA. Invoice will included a detailed breakdown of services performed and the cost of materials (if needed).
 - Payment shall be made to Contractor within 30 days of job completion.
 - Payment to Contractor shall be made by check (bill pay), electronic funds transfer (preferred), or other prior arrangement agreed upon by the HOA and Contractor.

Bidder Form

I will bid to be a Primary contractor *required	YES NO (circle one)
I will bid to be a Backup contractor *required	YES NO (circle one – YES is assumed if not indicated) <small>(in case you are not awarded the primary contractor position, you may still be called if the primary contractor is unable to complete a task. If you do not wish to be a backup contractor, please select No.)</small>
Company Name (if you are a company)	
Full legal Name of Owner *required	
Texas Business Taxpayer ID number *required https://mycpa.cpa.state.tx.us/coa/	This is the number that you registered with the Texas Secretary of State (SOS) website. This is the ID you use to pay your Texas sales and/or franchise taxes. You should be able to find yourself on this Texas government website: https://mycpa.cpa.state.tx.us/coa/
Business Address *required <small>(or owner's home address if no business address exists)</small>	
Phone number(s) *required	
E-Mail address(s) *required	
Year business established	
City of San Antonio business license? If yes, provide business license number.	
Number of employees	
Insurance Policies (list type and policy number)	
Reference #1 (not required but highly desired)	
Reference #2 (not required but highly desired)	
Your bid amount for Core Services (without the Vacant Lot included)	\$ _____ per Year *Required \$ _____ per Month (if you desire a month to month contract)
Your bid amount for Core Services (with the Vacant Lot included)	\$ _____ per Year *Required \$ _____ per Month (if you desire a month to month contract)

Please email this form to contracts-mesaoaks@protonmail.com

Please feel free to attach any brochures or other documents to your bid that explain your services.