

Mesa Oaks Tree Removal and Trim Job Description

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Summary

Bidding Process

- The bidding process shall **open on 7/17/2023** at 12:00 AM CST and **close on 7/21/2023 at 11:59 PM CST** (bid window).
- An **award contract shall be given no later than 7/24/2023**.
- Contract will have two steps:
 - 1. Step 1 (Main Area): Contractor will complete work As Soon As Possible, but no later than 8/31/2023. This is for tree and brush removal in the “main area” only.**
 - 2. Step 2 (Secondary Area): Contractor will complete work no later than 9/30/2023.**
- 2. Contract will be awarded for Step 1. Contract MAY also be awarded to include Step 2 depending on cost.**

Factors Affecting Your Selection

The HOA shall make the choice of award based on **reliability, quality of work, and cost**.

Cost and performance will possibly be used to award future tree trimming contracts on a regular basis.

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 or 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

Submit on the website OR by email at contracts-mesaoaks@protonmail.com.

Description of Work

Summary

- This contract will include 2 Steps.
 - **Step 1**
 - Includes the easement located at Guadalupe County GIS Property ID numbers (map is included in this document):
 - 173586
 - 163237
 - **Step 1 must be completed as soon as possible (but no later than 31 August 2023).**
 - Step 1 is removal of trees leaving only grass.
 - All trees will be removed to ground level. Stumps may be left in the ground.
 - All brush will be removed.
 - All vegetation will be removed except for grass not to exceed 4 inches in height.
 - Fence perimeters will be trimmed.
 - **Step 2**
 - **Step 2 is an optional extension of this contract, as decided by the HOA.**
 - **Step 2 must be completed no later than September 30, 2023.**
 - This includes trimming all trees in the “front areas”.
 - Contractor is encouraged to perform a site visit on their own, or by request, with an HOA member.

Detailed Description of Work

This contract is primarily to award Step 1. Depending on cost, the contractor awarded Step 1 may also be awarded Step 2.

1 Step 1 (tree and brush removal) Details

- 1.1 **Must be completed As Soon As Possible, but no later than August 31, 2023.**
 - 1.1.1 Timeliness and cost of Step 1 will be considered in the award decision.
- 1.2 Step 1 only includes the “Main Area” shown below in the Location section. This only includes the easement located at Guadalupe County GIS Property ID numbers : 173586, 163237.
- 1.3 All trees will be removed to ground level.
 - 1.3.1 Stumps and root systems may be left in the ground, unless the Contractor believes there is a reason to remove it, pending approval from the HOA.
 - 1.3.2 Contractor will assure that no private property (e.g. fences, etc.) is damaged. Contractor agrees to assume liability for damages, and agrees to remedy the damage directly with homeowner within 30 days of being reported. Homeowner will dictate the terms of the remedy. Damage reports will only be accepted for claims within 180 days of the completion of the contract.
- 1.4 All brush will be removed.
 - 1.4.1 No vegetation will remain except for grass.
- 1.5 All vegetation will be removed except for grass, not to exceed 4 inches in height.
- 1.6 Fence perimeters will be trimmed.
 - 1.6.1 Perform weed trimming as necessary.
- 1.7 Contractor will haul away all excess vegetation, debris, or trash.
 - 1.7.1 Contractor is responsible for all trash costs.

1.8 Contractor will remain clear of private property not owned by the HOA. Contractor will not step on, place equipment on, place debris, or allow any debris or materials to fall onto private homeowner property.

1.8.1 Any accidental debris falling or being blown onto private property will be removed by Contractor. Contractor shall make every effort to request access to the homeowner's private property for the purposes of cleaning up accidental debris caused by Contractor or natural forces such as wind, rain, etc.

2 Step 2 Details

2.1 Contractor **may** be awarded Step 2 in combination with Step 1, depending on the proposed cost by Contractor. Award of Step 2 is at the sole discretion of the HOA.

2.2 **Must be completed no later than September 30, 2023.**

2.3 All trees will be trimmed in accordance with all requirements, ordinances, or other legal requirements imposed by the City of Schertz.

2.4 Trees will be trimmed in an *industry standard* manner. All trees must be trimmed to be visually appealing without any unusual or offensive shapes or patterns. Contractor agrees to remedy any trees found by the HOA to be improperly trimmed.

2.4.1 Trees will be trimmed to prevent being a hazard to homeowner property and fencelines. Trees will not extend over homeowner property.

2.4.2 Trees will not be a hazard to power lines, road signs, or other public utilities.

2.4.3 The entire tree will be trimmed.

2.4.4 Trees will not extend over streets.

2.4.5 Trees covering a walkway shall allow for normal walking of humans underneath.

2.4.6 Trees will be trimmed as to not require further trimming for at least another year.

2.5 Contractor will haul away all excess vegetation, debris, or trash.

2.5.1 Contractor is responsible for all trash costs.

2.6 Contractor will remain clear of private property not owned by the HOA. Contractor will not step on, place equipment on, place debris, or allow any debris or materials to fall onto private homeowner property.

2.6.1 Any accidental debris falling or being blown onto private property will be removed by Contractor. Contractor shall make every effort to request access to the homeowner's private property for the purposes of cleaning up accidental debris caused by Contractor or natural forces such as wind, rain, etc.

2.7 Contractor will assure that no private property (e.g. fences, etc.) is damaged. Contractor agrees to assume liability for damages, and agrees to remedy the damage directly with homeowner within 30 days of being reported. Homeowner will dictate the terms of the remedy. Damage reports will only be accepted for claims within 180 days of the completion of the contract.

2.8 Contractor will advise the HOA if any other maintenance is required of any trees (e.g. termites, dead tree, tree removal). HOA may decide to extend the contract to include this extra work immediately OR to bid the project as a new contract, at the sole discretion of the HOA.

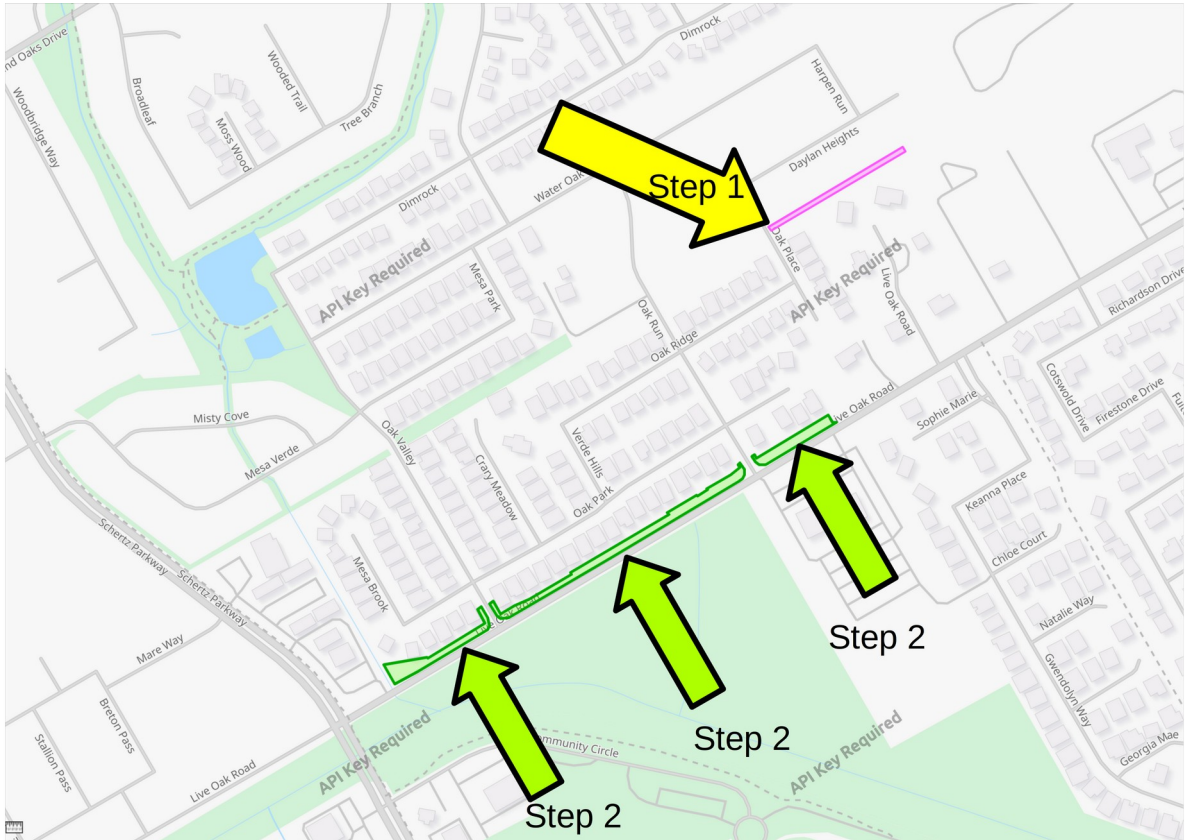
Location

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

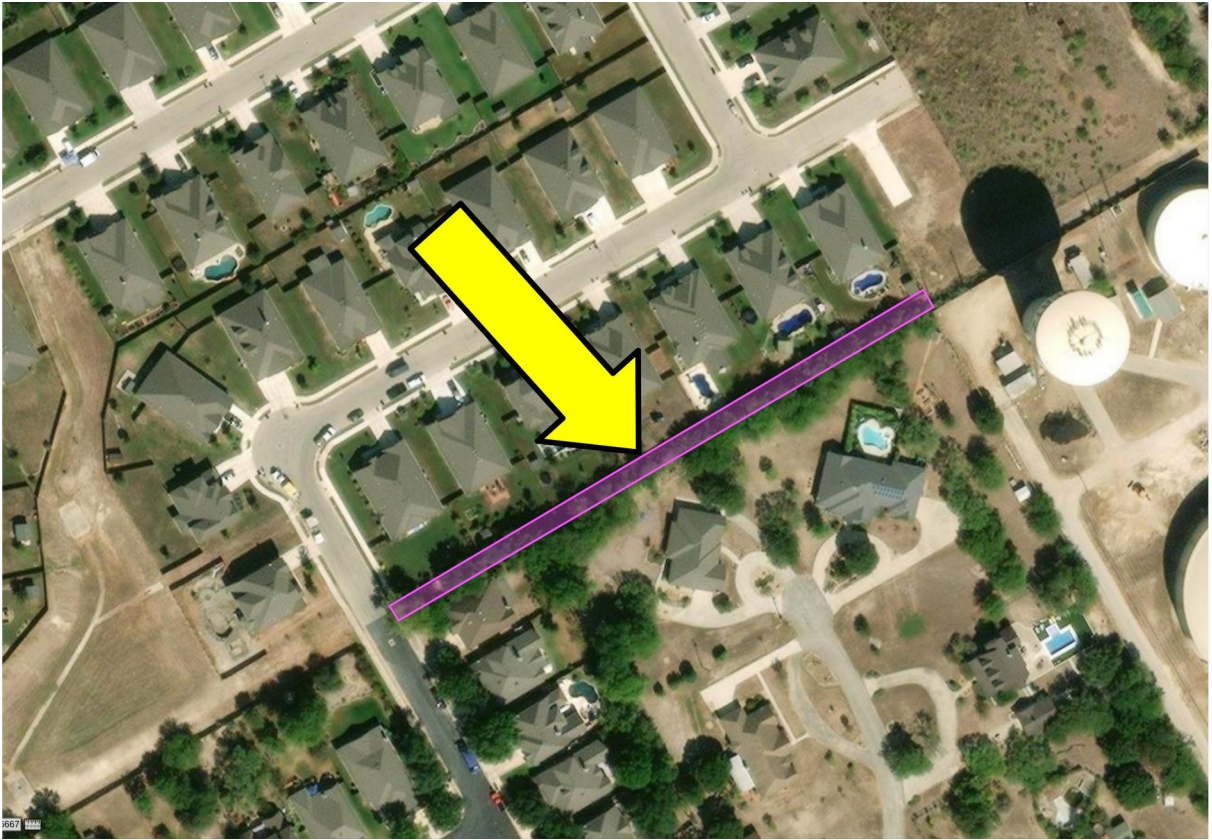
Step 1 Location

The area is an easement located inside the Mesa Oaks HOA in Schertz, Texas. The easement is adjacent to and perpendicular to Oak Place.

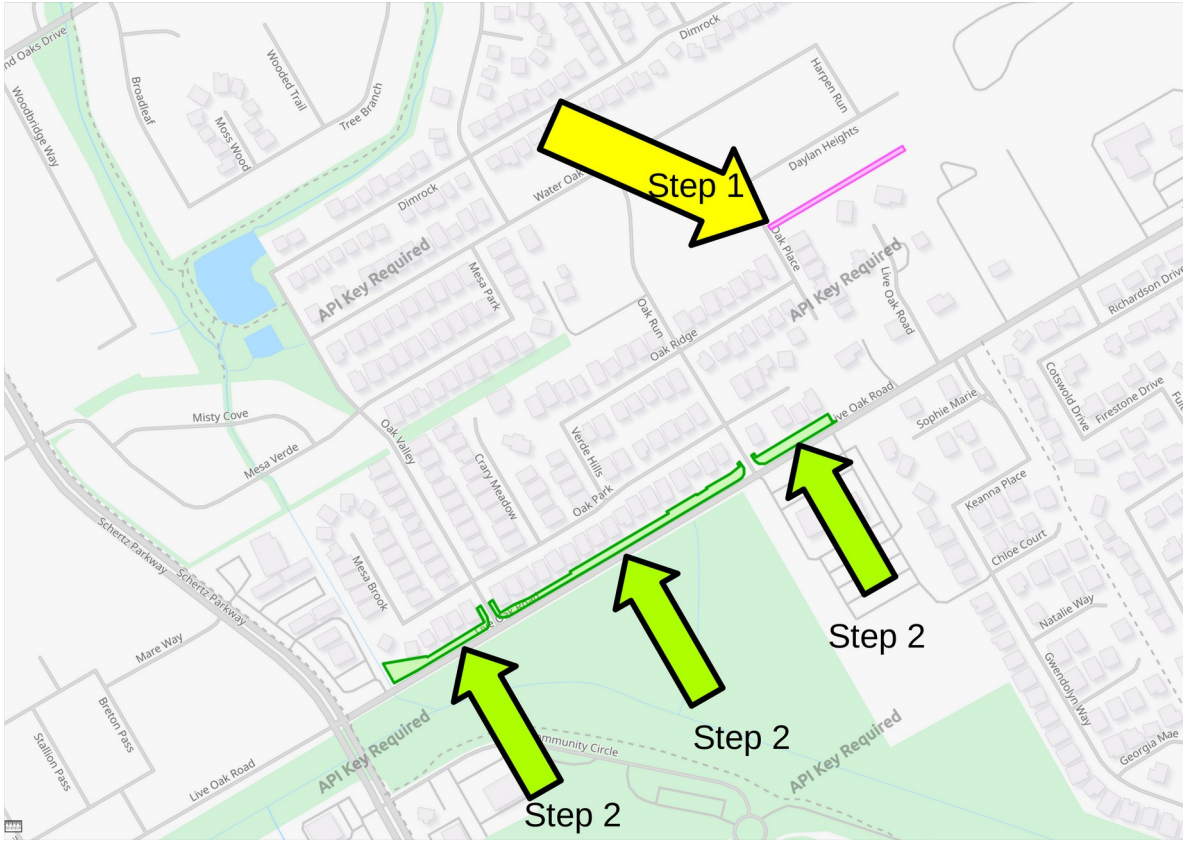
This contract applies Guadalupe County GIS Property ID numbers: 173586, 163237.







Step 2 Location





Areas

Step 1 (easement): 9,097 sq.ft.

Step 2 (front areas): 59,957 sq.ft.

Schedule

Hours

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

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.

4.7 Note: Previous criminal history is NOT disqualifying. Any individual who has been previously convicted but has met all the orders of a court of law will be considered equal to anyone else and will not be discriminated against.

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 or bonded, however, if a task requires licensing by state law for any method used, then contractor must be licensed.
- 10 **Insurance.**
 - 10.1 Contractor shall have an insurance policy with sufficient coverage for the task.
 - 10.2 HOA shall not be liable to cover any Contractor or sub-Contractor insurance costs.
 - 10.3 *If needed by Contractor policy, state law or city ordinance*, Contractor is liable for maintaining Commercial/Liability insurance, Workers Compensation, and/or Non-Owned Auto.
 - 10.4 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.
 - 10.5 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 or immediately with reason1.
2. Contractor may terminate contract with HOA with at least 30 days notice.

Terms of Payment

1. Payment shall be made to Contractor when the work meets the standards of the HOA and the city of Schertz.
2. Contractor shall send an invoice to HOA. Invoice will include a detailed breakdown of services performed and the cost of materials (if needed).
3. Payment shall be made to Contractor within 30 days of job completion, or at a schedule mutually agreed upon by Contractor and HOA.

4. 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.
 1. HOA will not pay any processing or convenience fees.

Bidder Form

Cost of ONLY Step 1	\$
Cost of ONLY Step 2	\$
Cost of Step 1 AND Step 2 (if both done by you)	\$
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.	
Insurance Policies *required (list type and policy number)	
Reference #1 (not required but highly desired)	
Reference #2 (not required but highly desired)	

Please email this form to contracts-mesaoaks@protonmail.com or submit using form on website.

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