

2024-2025 Green Space Maintenance Bid Request

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Summary

Mesa Oaks is a self-managed, homeowner operated subdivision in Schertz, TX with approximately 160,000 square feet (3.75 acres) of areas to maintain.

Our maintenance needs are mostly grass mowing, weed control, and shrub trimming.

Description of Work

Timeline

- **Contract timeline: 1 August 2024 – 31 July 2025**, with an option to **automatically renew**.

Work Tasks

The following will be performed:

- 1 Mowing, edging, blowing, leaf collection.
 - 1.1 Mow, edge, and blow all common areas to maintain a neat appearance and promote healthy growth. The schedule is listed in the Schedule section.
 - 1.1.1 Grass will not be cut so short that it kills the grass or creates dead brown spots.
 - 1.2 Grass clippings and debris will be collected and taken off HOA property. Grass clumps will not be left behind.
 - 1.3 Vegetation will be cut and maintained neatly around signs, fences, raised beds, flower beds, trees, lights, rock areas, and other structures.
 - 1.4 Plant beds and interior vegetation will be neatly trimmed.
 - 1.5 Weeds will be removed from plant beds.
 - 1.6 Edging will be performed for a neat appearance.
 - 1.7 Debris and leaves will be removed from beds and all other areas.
- 2 Pruning of Shrubs and Other Plants.
 - 2.1 Shrubs, perennials, and other plants 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.
 - 2.2 Plants will be Central Texas native and drought resistant. Plants will be replaced as necessary.
 - 2.3 Debris and other dead or dying plant material will be removed.
- 3 Weed Control.
 - 3.1 Weed control shall be applied monthly as required to prevent and kill new and existing weeds.
 - 3.2 Spot weed control shall be used as required monthly in all common areas except in the sunken area of the retention pond.
 - 3.3 Pre-emergent and post-emergent weed control will be used in addition to spot weed control.
 - 3.4 Weeds will be removed from all common areas, flower beds, and other vegetation areas.
- 4 Leaf Collection.

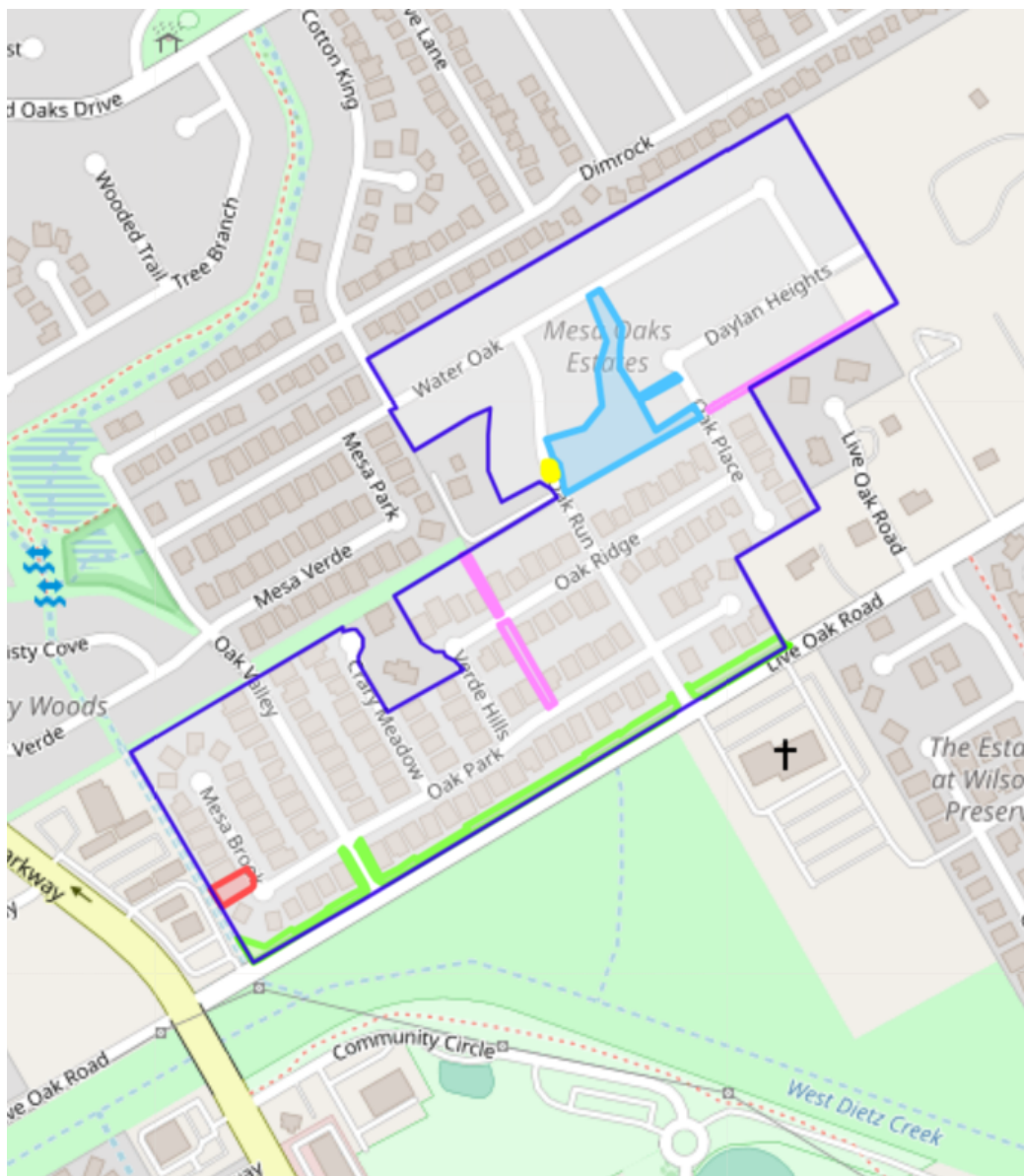
- 4.1 Leaves adjacent to common areas will be picked up and removed. Streets will be maintained free of leaves from trees located in common areas.
- 5 Tree trimming.
 - 5.1 Trees branches below the 10 feet distance from the ground will be trimmed as needed.
 - 5.2 Tree branches will not obstruct pedestrian walkways.
 - 5.3 Leaves and branch debris from all trees that fall into common areas from trimming or otherwise will be picked up and removed.
 - 5.4 Only trees in common areas will be trimmed.
 - 5.5 Tree branches overgrowing into private property will be trimmed only to prevent a dangerous condition or damage to fences or other structures. Do not trim above the 10 foot line.
 - 5.6 This contract does NOT include trimming the entire tree. Only the area between the ground and 10 feet will be trimmed.
- 6 General
 - 6.1 General debris or litter pickup will be done on every visit. Remove from all common areas, including from flower beds, raised areas, or other areas of concentrated vegetation.
 - 6.2 Fallen branches and limbs will be removed off-site.
 - 6.3 Pruning and hedge trimming will be performed monthly.
 - 6.4 Dead plant material and weeds in beds shall be removed immediately as identified during each service trip.
 - 6.5 Contractor shall continually monitor all areas to avoid complaints or an unattractive appearance.
- 7 Fertilization
 - 7.1 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, fertilization will be accomplished as follows:
 - 7.1.1 Within seven days before and after October 15.
 - 7.1.2 Within seven days before and after April 15.
 - 7.2 An alternative means of fertilization may be agreed upon by the HOA depending on contractor proposal.
- 8 Insect Control
 - 8.1 If Contractor believes that insect control is needed, contractor will advise HOA management. Contractor may be offered a separate insect control job for additional pay.
- 9 Irrigation Inspections
 - 9.1 A monthly irrigation system inspection will be performed. The inspection will test all irrigation components for normal operation. Inspect the condition of batteries. HOA has 2 AC powered timers at the entrance, and one battery powered drip irrigation timer at the “island” on Oak Run.
 - 9.2 If a large leak is observed, Contractor shall close master irrigation system valves and immediately notify the HOA. Master irrigation valves are located at:
 - 9.2.1 Intersection of Oak Park and Oak Run (corner of 998 Oak Run, coordinates: 29.571301008694032, -98.26798080262442) in an underground plastic city water valve box.
 - 9.2.2 Intersection of Oak Valley and Oak Park (corner of 2151 Oak Valley, coordinates: 29.569699157105276, -98.27090851970681) in an underground plastic city water valve box.

- 9.2.3 At the “island” sign that says “Estates at Mesa Oaks” (coordinates: 29.57291268665479, -98.26891310378204) located at Oak Run. The valve is above ground.
- 9.3 If needed, contractor will program irrigation system timers with a schedule that conserves water usage. The HOA shall be informed of any changes to system timers.
- 9.4 An inspection report will be provided to the HOA if anything is malfunctioning.
- 9.5 Contractor is not required to have expertise in irrigation system repair but if Contractor has this capability, an estimate for repair may be provided to the HOA. The contractor may be awarded an additional paid job to repair the irrigation system.
- 10 Visit Notifications
 - 10.1 The contractor will notify the HOA by email, phone call, text message, or other means whenever a visit is planned in the near future.

Location

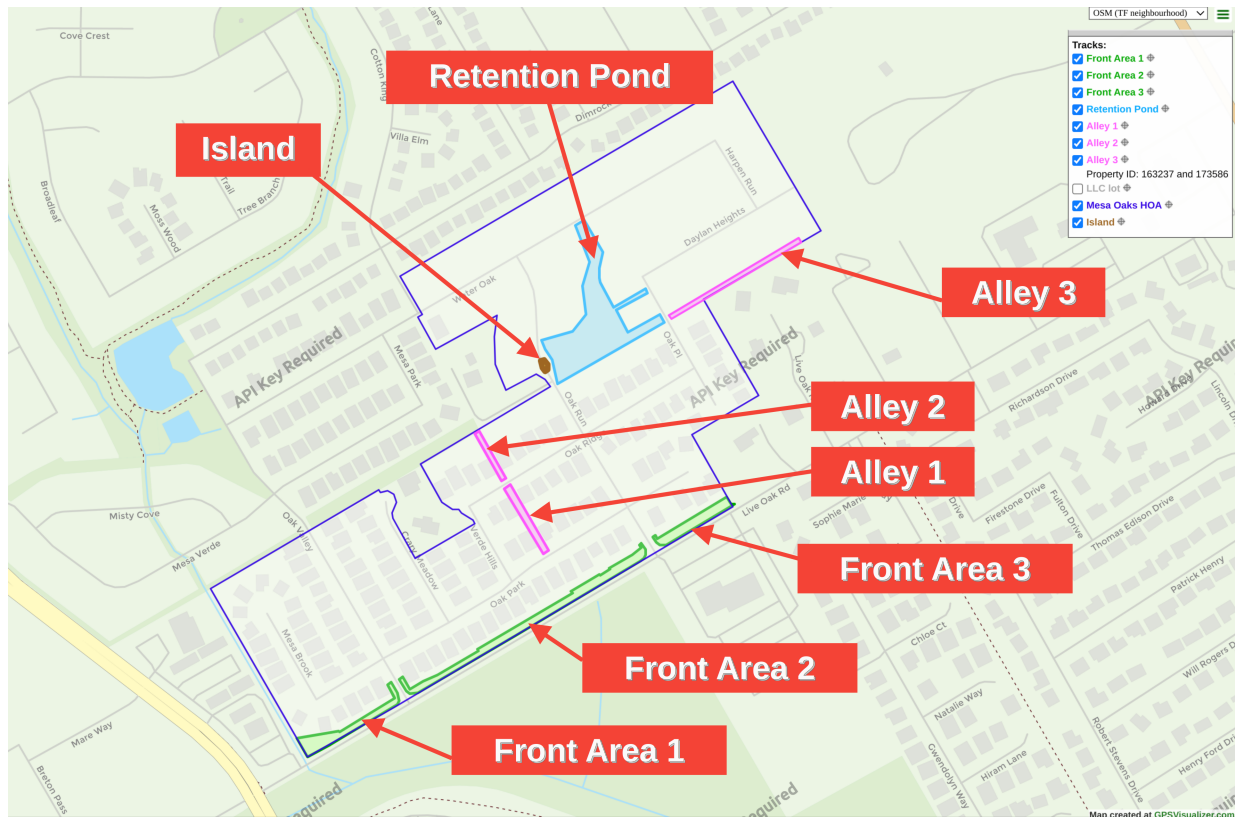
Mesa Oaks HOA is located adjacent to Schertz Parkway and Live Oak Road in Schertz, Texas, in the County of Guadalupe. The confines of the HOA is outlined in dark blue. The main entrances are at the intersections of:

- Live Oak Road and Oak Valley.
- Live Oak Road and Oak Run.
- Cotton King and Water Oak (no signs are located here indicating the edge of the HOA).



Areas

HOA service areas include the following: Front Area 1, Front Area 2, Front Area 3, Alley 1, Alley 2, Alley 3, Retention Pond, Island. All other areas are privately maintained by homeowners.



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	160,234	3.75

Schedule

Visits must evenly spaced out throughout the month and the year 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.

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	3	3	3	3	3	3	3	2	2	1	29
Retention Pond (Light Blue)	1	1	2	2	2	2	2	2	1	1	1	1	18

Summary of Tasks to perform on each visit

	1	2	3	4	5	6	7	8	9	10	11	12	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Shrub and plant Trimming, Pruning, General Maintenance	X	X	X	X	X	X	X	X	X	X	X	X	
Fertilization (recommended months shown)				X						X			
Mowing, edging, blowing, leaf collection	X	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	X	
Tree trimming	*	*	*	*	*	*	*	*	*	*	*	*	*as needed
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X	
Grass, leaves, debris off-site removal	X	X	X	X	X	X	X	X	X	X	X	X	

Hours

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

Unplanned Situations

Contractor should generally respond 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. 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.

Length of Contract

- 1 year with the option of automatic renewal.
- Contract will automatically renew at the negotiated rate unless the HOA decides to launch another bid cycle or if a rate change is requested by Contractor. If the HOA decides to perform another re-bid, this will be announced between 30 and 60 days prior to the completion of the one-year contract cycle.

Legal

1 Standards.

- 1.1 All HOA areas will be maintained within HOA standards and City of Schertz ordinance.

2 Indemnity.

- 2.1 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.
- 2.2 Contractor will hold HOA harmless as a result of Contractor workplace injury. Contractor shall be solely responsible for contractor's 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.
- 2.3 Contractor is responsible for any damage caused to homeowner property, private property, city property, HOA property, or someone else's property.

2.4 Contractor is solely responsible for any damage to contractor property or equipment while performing work or within the areas of the HOA.

3 Scope.

3.1 No other contract, agreement, or other legal arrangement shall have precedence over this contract.

3.2 If any part of this contract is rendered invalid, void, or otherwise unenforceable, the remainder of the contract shall remain in effect.

4 Jurisdiction.

4.1 All legal matters will be executed in the County of Guadalupe in the State of Texas.

4.2 Contractor will be liable for all legal expenses and related expenses brought by the HOA against the Contractor.

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

5.1 Has no outstanding warrants,

5.2 Is not a registered sex offender,

5.3 Is not under house arrest or other form of arrest,

5.4 Is not “wanted” for any crime.

6 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.

6.1 The HOA will not be responsible in any capacity for workplace illness or injury of Contractor employees.

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

8 Sub-Contractors.

8.1 Contractor may utilize sub-contractors with pre-approval from Mesa Oaks HOA.

8.2 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.

8.3 Sub-contractors must also uphold all other parts of this contract.

9 Contractor Fiscal Responsibility.

9.1 HOA shall not be liable for any Contractor’s or sub-Contractor’s taxes, outstanding debts, collections, insurance costs, citations, fines, fees, or any other financial obligations “out of scope” of this Contract.

10 License and Bond Requirements.

10.1 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.

10.1.1 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 State law requirements.

11 Insurance.

11.1 HOA shall not be liable to cover any Contractor or sub-Contractor insurance costs.

11.2 Contractor is liable for maintaining Commercial/Liability insurance, Workers Compensation, Non-Owned Auto, or other insurance if needed by Contractor policy, state law, or city ordinance.

- 11.3 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.
- 11.4 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.

12 Performance.

- 12.1 Contractor will perform as contractually agreed.
- 12.2 Any out-of-scope (one-time) items proposed by the Contractor must be mutually agreed to by Mesa Oaks HOA and Contractor.
 - 12.2.1 Such one-time items will be executed with a simple proposal stating scope, timing, and cost. HOA must approve any additional proposals.
 - 12.2.2 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. Contractor will not be reimbursed for any months of service not yet completed.

Terms of Payment

- Payment shall be made to Contractor when:
 - Contractor sends an invoice to HOA.
 - Invoice will included a detailed breakdown of services performed and the cost of materials (if needed).
 - Invoice should be sent electronically to HOA. Invoices may be sent to:
 - info@mesaoakshoa.com , or
 - Mesa Oaks Homeowners Association
1248 FM 78
Suite 102 PMB 4103
Schertz, TX 78154-2466
- Contractor will be paid within 30 days of invoicing or as normally needed to process and mail a check.
- Payment to Contractor shall be made by check, electronic funds transfer, or other prior arrangement agreed upon by the HOA and Contractor.
- Payments shall be made monthly at a rate of (Negotiated Yearly Price ÷ 12), by default.
 - Any differences shall be invoiced with the normally programmed invoice or by a separate invoice.

HOA Contact Information

The HOA may be contacted via:

- info@mesaoakshoa.com 956-406-2006
- Mesa Oaks Homeowners Association
1248 FM 78
Suite 102 PMB 4103
Schertz, TX 78154-2466