



INVITATION TO BID

The City of Bellmead, Texas, will receive bids for:

BID # 2025.3 TREE REMOVAL BRAME PARK

Issued: Friday, August 15, 2025

Submittal Deadline: Friday, August 29, 2025, by 10:00a.m. CST

City of Bellmead – Finance Department
3015 Bellmead Dr
Bellmead, TX 76705
Phone: 254-799-2436

E-Bidding Portal: [DemandStar](#)

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BID TIMELINE

Date	Event
Friday, August 15, 2025	Release of Bid
Monday, August 25, 2025 12:00 p.m. (noon) CST	Deadline for Questions related to ITB Submit questions in writing by email to csugg@bellmeadtx.gov
Friday, August 29, 2025 10:00 a.m. CST	Bids Due Submit bids: 1. Within the online bidding portal at: DemandStar <u>OR</u> 2. Sealed paper copies to: City of Bellmead – City Hall Attn: Shannon Garcia, City Secretary 3015 Bellmead Dr Bellmead TX 76705
September 2025	Anticipated Award

The City will make every effort to adhere to the schedule above. However, the City reserves the right, at its sole discretion, to adjust the Bid Timeline as deemed necessary.

SECTION 1 – SCOPE OF WORK

1.1. SUMMARY

The intent of this Invitation to Bid (ITB) is to secure a contract for the removal of six (6) trees targeted for such by the Texas A&M Forest Service in the Bellmead Brame Park.

1.2. CONTRACT TERM

- a. The initial term of the contract shall commence immediately upon execution of a services agreement and continue through completion of Scope of Work. Prices shall remain firm for the duration of the initial contract period. The City reserves the right to extend the contract if mutually agreed to in writing by the City and the awarded contractor.
- b. The City reserves the right to bid any job separately from the awarded contractor

1.3. PRICING

Prices shall remain firm for the entire length of the agreement period; no price increases will be allowed. The agreement period will be 30 days.

- a. All prices quoted shall be all-inclusive including all labor and material costs, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes. Labor and vehicular expenses associated with commuting to and from City property locations are not reimbursable and cannot be invoiced. No additional charges will be allowed unless specifically noted and accepted within the bid.
- b. In the event of non-compliance with proposed service or price, the City reserves the right to seek services elsewhere.

1.4. INVOICES

- a. Invoices shall be itemized. Each invoice shall clearly indicate the service area locations, services provided, and dates the services were provided. The City's purchase order number shall appear on the invoice.
- b. Invoices shall be billed at the unit prices as quoted on the Pricing Form and be based on actual time incurred. Labor and vehicular expenses associated with commuting to the service call location are not reimbursable and cannot be invoiced.
- c. Invoices shall be emailed to Finance@Bellmeadtx.gov. If the awarded contractor is unable to email invoices, invoices shall be mailed to the City of Bellmead, attn: Finance Department at 3015 Bellmead Dr, Bellmead TX 76705

1.5. SERVICES AGREEMENT

- a. The successful bidder shall be able to execute a services agreement like the sample agreement attached and shall retain insurance as outlined therein. No substantive changes to the agreement will be allowed.
- b. By submitting a bid, the bidder is acknowledging the insurance requirements found in the attached agreement and is asserting that, if awarded the agreement, can comply with all insurance requirements as specified.
- c. The City reserves the right to add, modify, or delete any services as required and may do so through a contract amendment.

1.6. CONTRACTOR'S RESPONSIBILITIES & LIABILITIES

The awarded contractor is responsible for damage to persons and property caused during the performance of contracted work. Additionally, the awarded contractor will be held responsible for any damages that are caused by the awarded contractor's errors or their failure to comply with the requirements of these specifications and will be required to repair the damages at no cost to the City. The City may, however, elect to make repairs or replacement of damaged property and deduct the cost of such repairs from monies due or to be come due the awarded contractor.

1.7. TERMINATION OF DEFAULT

The City reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this agreement. The City reserves the right to terminate the agreement immediately in the event the awarded contractor fails to meet schedules or fails to otherwise perform in accordance with the specifications as outlined in this Bid.

The City may consider the following performances by the contractor as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to the following:

- a. In excess of one service call back to correct the same problem.
- b. Failure of the awarded contractor to provide timely service. If the timeline cannot be met for a project, the City reserves the right to have the work completed by another contractor.

1.8. MATERIALS & WORKMANSHIP

- a. The awarded contractor shall have any and all local, state, and federal licenses, authorizations, and certifications which would be applicable for all services rendered during the life of this contract. The awarded contractor shall provide documentation of license and commercial experience with their bid.

- b. The City shall authorize the use of any subcontractor prior to the commencement of work.
- c. All work must be performed in a skillful and workmanlike manner. The City may, in writing, require the awarded contractor to remove from the work any employee the City deems incompetent, careless, or otherwise objectionable.

1.9. TREE REMOVAL

Objective is to safely remove dead, diseased, or hazardous trees that pose a risk to the public. The Bid shall include

- Removal to ground level of trees identified by the City and recommended by the Texas A&M Forester due to health or safety risks.
- Clean-up and disposal of all debris.
- Stump grinding and leveling of ground for safety may be included as a separate bid item. The City reserves the right to award tree removal with or without stump grinding based on bid prices and the City's best interest.

SECTION 2 – BID REQUIREMENTS

2.1. INFORMATION REQUESTED FROM BIDDERS

- a. The bid shall provide enough detail to permit the City to conduct a meaningful evaluation of the proposed services. However, bids should be prepared simply and economically, providing a straightforward, concise response to the information requested below. Incomplete bids may be rejected during review by the evaluation committee.
- b. All bid materials may be incorporated in a subsequent contract between the City and awarded contractor.
- c. Any material that the bidder wishes to be considered confidential in nature shall be clearly marked as such, and if such materials are requested pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code, the City will notify the bidder of such request to allow the bidder to write to the Texas Attorney General requesting that such information be excepted from disclosure.

Required Forms

- a. Form 5.1. Bidder Information Form
- b. Form 5.2. Bidder Questionnaire Form
- c. Form 5.3. Pricing Form
- d. Form 5.4. Conflict of Interest Questionnaire, if applicable

2.2. SUBMISSION INSTRUCTIONS

- a. For online submission, access the portal at [DemandStar](#). The City will use [DemandStar](#) for communicating all bid documents, receive any questions or inquiries, issue any associated addenda, and post award notices.
- b. For paper submission, the envelope or package containing the completed bid should be marked legibly on the outside with the submitter's name and address along with the bid project number and title **no later than the due date and time stated in the Bid Timeline.**
- c. The bidder shall sign and date the bid where provided within the ITB. The person signing the bid shall have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.
- d. All paper bids received at City Hall will be date and time stamped when received and will be considered to be the official time of receipt.
- e. Late submittals will not be accepted or considered. Bidders should be mindful of any potential delays due to security screening procedures, weather, connectivity issues, or other delays whether foreseeable or unforeseeable. Failure to submit a response before the Bid Due date and time will result in disqualification of the bid.

2.3. REQUESTS FOR ADDITIONAL INFORMATION

- a. Requests for additional information shall be in writing and submitted by email to csugg@bellmeadtx.gov by the deadline stated in the Bid Timeline.

SECTION 3 – EVALUATION & AWARD

3.1. ELIGIBILITY FOR AWARD

a. Responsive Bid

Bids shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

b. Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the services listed herein.

Responsible bidders must, at a minimum, meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract prior to the beginning of work
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments
 - Have a satisfactory record, as determined by the City, of past performance
 - Have necessary personnel, management, and technical capacity and capability to perform any resulting contract requirements
 - Be qualified as an established firm that is regularly engaged in the type of business necessary to fulfill the contract requirements
 - In accordance with all applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this Bid
 - Have experience in competently performing similar contracts to those contemplated by this Bid
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code and is not delinquent in taxes owed to the City signing and submitting the bid is so certifying to such non-delinquency and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- c. A firm is not eligible to be considered for award of this solicitation, or any resulting contract, or to be a subcontractor of the bidder or prime contractor if an employee of the firm assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that firm an unfair advantage over other bidders.
- d. As required by 2252.903, Government Code, bidder certifies that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

3.2. AWARD SELECTION

- a. In accordance with Texas Government Code §252.043, this bid may be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Criteria to consider in determining best value, the City may consider:
- (1) demonstrated experience and qualifications;
 - (2) reputation of bidder and bidder's goods or services;
 - (3) quality of bidder's goods or services;
 - (4) extent to which the goods or services meet the City's needs;
 - (5) bidder's past relationship with the City;
 - (6) impact on the ability of the City to comply with laws and rules related to contracting with historically underutilized businesses (HUBs) and nonprofit organizations employing persons with disabilities;
 - (7) approach to project execution and safety.
 - (8) environmental compliance
 - (9) cost-effectiveness and value
 - (10) quality of references and past project successes and
 - (11) any relevant criteria specifically listed in the request for bids.
- b. The City reserves the right to reject any and all bids submitted and to waive any informalities in bids received. The City also reserves the right to request additional information from bidders.
- c. The City shall not be liable to any bidder for costs associated with responding to this ITB, for the bidder's participation in any oral interview, or any costs associated with negotiations.
- d. When evaluating best value, the City may consider pricing for stump grinding separately from tree removal to determine the most cost-effective approach.

SECTION 4 – ADMINISTRATIVE REQUIREMENTS

4.1. SUBMISSIONS

- a. The City reserves the right to reject any or all bids as it shall deem to be in the best interests of the City. Receipt of any bid shall under no circumstances obligate the City to accept the lowest dollar bid. The award of this contract shall be made in accordance with Texas Local Government Code, Chapter 252, to the responsible bidder whose submission is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the bid.
- b. The City reserves the right to select one or more bidders and or award one or more contracts based on the best value, as determined by the City, of the overall response(s) submitted to the City, with due consideration given to demonstrated competence, knowledge, and qualifications to perform the services and or provide the products set forth in this ITB, and the reasonableness of the proposed fee. The decision to make multiple awards, award only one contract, or to make no award rests solely with the City. The City further reserves the right to negotiate separately in any manner necessary to serve the best interests of the City. The City further reserves the right to accept, reject, or negotiate modifications in any terms of a bidder's bid, including a bidder's form contract, or any parts thereof.
- c. Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the bid, guaranteeing authenticity.
- d. A bid may not be withdrawn or canceled by the bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon bid of his bid.
- e. All bids meeting the intent of this ITB will be considered for award. Bidders taking exception to the specifications, terms and conditions, sample contract document, or offering substitutions shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the City shall hold the bidder responsible to perform in strict accordance with the terms of this ITB. The City reserves the right to accept any, all, or none of the exception(s) substitution(s) deemed to be in the best interest of the City.
- f. Bids must comply with all applicable federal, state, county, and local laws concerning these types of services.
- g. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- h. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

4.2. CONFLICT OF INTEREST

- a. Texas Local Government Code, Section 176.006, requires a vendor of the City to file a completed Conflict of Interest Questionnaire (CIQ) form if the vendor has a business relationship with the City and:
 1. has an employment or other business relationship with a City local government officer or a family member of the City local government officer that results in that person receiving taxable income, other than investment income, that is more than 2,500 in the preceding twelve months
 2. has given a City local government officer or an officer's family member, one or more gifts totaling more than 100 in the preceding twelve months, excluding a political contribution as defined by Title 15 of the Election Code or food accepted as a guest or
 3. has a family relationship with a City local government officer.
- b. A vendor is required to file a CIQ form with the City Secretary's office not later than the seventh (7th) business day after the later of the following:
 1. the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a solicitation or
 2. the date the vendor becomes aware of any business relationship as outlined in the preceding paragraph.
- c. Local Government Officer means:
 1. a member of the governing body (i.e., mayor or council member)
 2. a director, superintendent, administrator, or other person designated as an executive officer of the City or
 3. an agent of the City who exercise discretion in the planning, recommending, selecting, or contracting of a vendor.
- d. State law requires that a vendor file an updated CIQ form with the City Secretary's office not later than the 7th business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate.
- e. The CIQ form is attached to this bid. Compliance with this law is the responsibility of each bidder.

4.3. DISCLOSURE OF INTERESTED PARTIES

The City is required to comply with Texas Government Code 2252.908 Disclosure of Interested Parties for contracts that:

- a. require an action or vote by the City Council before the resulting contract can be signed
- b. have a value of at least 1 million or
- c. require registration as a lobbyist under Texas Government Code Chapter 305.

If the resulting contract, if any, meets one of the criteria above, a Certificate of Interested Parties (Form 1295) will be required before the contract is executed. See the Texas Ethics Commission website: <https://www.ethics.state.tx.us/filing/info/1295> .

4.4. APPROPRIATED FUNDS

The purchase of services or products, arising from this solicitation is contingent upon the availability of appropriated funds. The City shall have the right to cancel the resulting contract or any part of the contract at the end of each fiscal year during the term of the contract if funds are not allocated to continue the contract, or any part of the contract, for the next fiscal year. If funds are withdrawn, or do not become available, the City reserves the right to cancel the contract by giving the contractor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, the City shall not be responsible for any payment of any service that was performed, or product received, after the effective date of termination. The City's fiscal year begins on October 1 and ends on September 30.

4.5. INDEMNITY

The City is legally prohibited from indemnifying any other party in any agreement awarded under this ITB. The resulting contract, if any, shall contain no provision requiring the City to indemnify the bidder or any third party.

4.6. COMPLIANCE WITH ANTITRUST LAWS

By submitting a bid, bidder affirms under penalty of perjury of the laws of the State of Texas that:

- a. Signatory is duly authorized to execute a contract resulting from this solicitation on their own behalf or on behalf of the company, corporation, firm, partnership, or individual respondent
- b. In connection with this bid, neither Signatory nor any representatives of the company have violated any provision of the Texas Antitrust laws codified in Texas Business and Commerce Code Chapter 15
- c. In connection with this bid, neither Signatory nor any representative of the company have violated any federal antitrust law and
- d. Neither Signatory nor any representatives of the company have directly or indirectly communicated any of the contents of this qualifications statement to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company.

4.7. INTERLOCAL PURCHASING

The City desires to make available to other local government entities of the State of Texas, by mutual agreement with the successful bidder, properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Bidder shall agree to honor interlocal purchasing orders in accordance with agreement terms and conditions, in addition to orders from the City of Bellmead. Bidders that will not honor interlocal agreements must state interlocal agreements as an exception on the Bidder Information Form. The absence of this exception on the Bidder Information Form shall indicate that the bidder agrees to honor any interlocal purchasing agreements.

SECTION 5 – BID FORMS



FORM 5.1. - BIDDER INFORMATION FORM

1. Company Information

Company Name: _____

Business Address: _____

Remit-to Address, if different: _____

Tax Identification Number: _____

Contact Person: _____

Phone: _____

Email: _____

2. Addenda

Our company has reviewed and formally acknowledges receipt of all addenda, if any, provided by the City. Please record the number of addenda acknowledged here:

_____ (number of addenda acknowledged)

3. Authorized Personnel

State your firms' personnel authorized to give representations regarding your bid or resulting contract, if any:

Name

Phone Number

Email Address

4. Agreement

The successful bidder shall be able to execute the attached *Tree Removal Contract* and be able to comply with the insurance requirements as stated within the contract. Please confirm your ability to execute this contract.

_____ (initial to confirm)

5. References

If your company has not provided like-kind products/services to the City in the last three (3) years, please provide three (3) customer references:

<i>Entity Name</i>	<i>Contact Person</i>	<i>Phone #</i>	<i>Email</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Exceptions Taken by Bidder

State exceptions taken to any of the terms of this bid, if any.

7. Authorization

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____



FORM 5.2. - BIDDER QUESTIONNAIRE FORM

Provide brief, but complete, responses to the requests below, include additional pages if necessary:

Demonstrated Experience and Qualifications

1. Give a brief overview of your company and include an organizational chart including number of years in operation. Provide the location and contact information of the office(s) that will provide services.

Availability of Qualified Staff and Equipment

2. Provide list of employees and include all applicable licenses in arboriculture, etc.
3. Describe the capacity of your staff and their ability to perform the work in a timely manner relative to your present workload.
4. Provide a list of all equipment and trailers that will be utilized to service the City's account.

Safety and Compliance

5. Provide a brief statement on how your company adheres to the Occupational Safety and Health Administration (OSHA) standards and ANSI A300 (Part 1) standards for tree care operations.

6. Provide a brief statement on how your company provides safety training for all employees, including safe tree climbing practices, equipment handling, and emergency response.

7. Provide a brief statement on your company's compliance with all environmental regulations, ensuring minimal impact to surrounding areas during tree removal and waste disposal.

Proposed Operation Plan

8. Describe how your company will manage your workload balancing City projects with your other commercial workloads.



FORM 5.3. – PRICING FORM

Paper Bid Response

Complete and submit this form for bid response.

TREE REMOVAL

Description of Service	Unit Price
Tree Removal/Haul Off #1	\$
Tree Removal/Haul Off #2	\$
Tree Removal/Haul Off #3	\$
Tree Removal/Haul Off #4	\$
Tree Removal/Haul Off #5	\$
Tree Removal/Haul Off #6	\$
Optional – Stump Grinding #1	\$
Optional – Stump Grinding #2	\$
Optional – Stump Grinding #3	\$
Optional – Stump Grinding #4	\$
Optional – Stump Grinding #5	\$
Optional – Stump Grinding #6	\$
Total – Tree Removal Only	\$
Total – Tree Removal + Stump Grinding	\$

Note: Stump grinding will be awarded at the City's discretion. The City may select tree removal only, tree removal plus stump grinding, or a combination thereof.

Note: All prices quoted shall be all-inclusive including all labor costs, materials, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes. No additional charges will be allowed unless otherwise specified in the submitted bid. Bidders may submit a separate Pricing Form to list any other costs for consideration.



FORM 5.4. - CONFLICT OF INTEREST QUESTIONNAIRE

See Section 4.2. Conflict of Interest, for information regarding when it is necessary to complete and submit this form.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session 2015. This questionnaire is being filed in accordance with Chapter 176, local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law, this questionnaire must be filed with the Chief Administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a.1), local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of vendor who has a business relationship with local governmental entity,

1.1 Check this box if you are filing an update to a previously filed questionnaire. (The vendor must file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

1.2 Name of local government officer about whom the information is being disclosed.

 Name of Officer

1.3 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

2.1 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

2.2 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(11).

2.3

 Signature of vendor doing business with the local governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Oocs/LGIhtml/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes ; , , , ; are that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes ; , , , ; are:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



FORM 5.5. – LOCAL PREFERENCE DECLARATION

The City of Bellmead has enacted a local preference policy as allowed by Chapter 271 of the Local Government Code. In accordance with the Council adopted policy, if the City receives one or more bids from a bidder whose principal place of business is within the incorporated city limits of Bellmead, and whose bid is within five percent of the lowest bid received from a bidder who does not have their principal place of business within the incorporated limits of Bellmead, the City may enter into a contract for an expenditure of less than \$100,000 with: (1) the lowest bidder; or (2) the bidder who has their principal place of business within the incorporated limits of Bellmead, if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the City of Bellmead and increase tax revenue to the City of Bellmead.

If your company's principal place of business is within the incorporated limits of Bellmead and you are declaring your right to this local preference, please (1) check the box below, (2) indicate the address of your company's principal place of business, and (3) record an explanation of how awarding your company the bid would impact the economic development of the City of Bellmead, including employment of residents of the City of Bellmead and increased tax revenue to the City of Bellmead. The City may request additional information to support your local preference declaration.

Check this box if your principal place of business is within the incorporated city limits of Bellmead and you are declaring your right to local preference. Then submit requested information below.

Address of your principal place of business: _____

Summary explanation of impact on economic development impact to the City of Bellmead:

Please attach to your bid any additional information that will support your local preference declaration.

SECTION 6 – ATTACHMENTS

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. *INDEMNITY*

5.1 Definitions

For the purpose of this section the following definitions apply:

“City” shall mean all officers, agents and employees of the City of Bellmead.

“Claims” shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

“Company” includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

“Company’s employees” shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.

“Damages” shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys’ fees, witness fees, expert witness fees and expenses,
- (iv) any settlement amounts; and
- (v) all other costs and expenses of litigation

“Premise Defects” shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

5.2 Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

6. INSURANCE

6.1 AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

	<u>TYPE</u>	<u>AMOUNT</u>
(a)	Workers Compensation	(where required by State law, specifically including but not limited to, Tex. Labor Code Sec. 406.096)
	Employer's Liability	\$100,000 per occurrence
(b)	Commercial (Public) Liability, including but not limited to:	
1.	Premises/Operations	Combined Single Limit for
2.	Independent Contractors	Bodily Injury and
3.	Personal Injury	Property Damage
4.	Products/Completed Operations	
5.	Contractual Liability	\$500,000 per occurrence

(insuring above indemnity provisions)

(c) Comprehensive Automobile Liability - to include coverage for:

- | | | |
|----|--------------------------|----------------------------------|
| 1. | Owned/Leased Automobiles | Combined Single Limit for |
| 2. | Non-owned Automobiles | Bodily Injury and Property |
| 3. | Hired Cars | Damage: \$500,000 per occurrence |

6.2 OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third-party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- (a) *Be named as additional insured.*
- (b) Be provided with a waiver of subrogation, in favor of the City.
- (c) Be provided with **30 days** advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate).
- (d) Prior to execution of this Agreement, be provided with their original Certificate of Insurance evidencing the above requirements.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

7. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in McLennan County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert

witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company agrees to perform services in compliance with all applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Age Discrimination Act of 1975; the Americans with Disabilities Act; 2 CFR Part 200; the Texas Government Code; the Texas Local Government Code; and all applicable City policies and procedures, including those referenced in any City solicitation request completed by Contractor, which is incorporated by reference herein.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

Company certifies, pursuant to Texas Government Code Chapter 2274, Subchapter F, Title 10, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

Company certifies, pursuant to Texas Government Code Chapter 2274, Subchapter F, Title 10, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate during the term of this contract against a firearm entity or firearm trade association.

Company certifies, pursuant to Texas Government Code, Chapter 2252, Subchapter F, it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Company acknowledges this Agreement may be terminated without penalty if these certifications are or at any time become inaccurate.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Whenever any notice is required or permitted under this Agreement or by law, it shall be in writing and shall be delivered (i) electronically; (ii) personally, with acknowledgment of receipt being obtained by the

delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United Parcel Service. Notices to the Parties shall be delivered as follows:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next City business day after it has been successfully sent.

12. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City’s behalf by and all notices, questions, or documentation, arising under this Agreement shall be addressed to the contract administrator at:

Yousry Zakhary, City Manager
3015 Bellmead Dr
Bellmead TX 76705

13. EXECUTION OF AGREEMENT

The execution of this Agreement shall proceed as follows: signature of Company (and the Corporate Secretary and seal, if applicable) shall be affixed hereto, whereupon the Agreement shall be submitted to the City Attorney’s Office for review and approval. After such approval, the Agreement shall then be signed by the City Manager. After such approval, an executed original of this Agreement shall be kept on file in the City Secretary’s Office.

THE CITY OF BELLMEAD, TEXAS

Contractor

Yousry Zakhary, City

By:

ATTEST:

Shannon Garcia, City Secretary

APPROVED AS TO FORM:

Assistant City Manager

ATTACHMENT 6.2

Tree #1



Tree #1



Tree #1



Tree #1



Tree #2



Tree #2



Tree #3



Tree #3



Tree #4



Tree #5



Tree #6



City of Bellmead, Texas

Invitation to Bid (ITB) #2025.3 – Tree Removal (Brame Park)

Addendum No. 1

Date: August 27, 2025

This Addendum forms part of the Invitation to Bid (ITB) documents and modifies the original ITB as issued on August 15, 2025. Bidders shall acknowledge receipt of this Addendum by signing and including it with their bid submission.

Questions & Responses from Potential Bidders

1. Equipment Access

Q: Will heavy equipment (Skid Steer, tractor, etc.) be permitted on the grassy lawn area to perform the work and transport tree stump debris to the dumpster?

A: Road vehicles and heavy equipment are not permitted on grassy or soft soil areas unless absolutely necessary. Any such access must receive prior permission and coordination from the Parks and Recreation Manager. If permitted, the contractor must utilize ground protection mats or plywood to prevent rutting and compaction. This is consistent with **Section 1 – Contractor’s Responsibilities & Liabilities** of the ITB.

2. Sod / Surface Restoration

Q: Is sod replacement required in areas where heavy equipment is operated or where the work has disturbed the ground?

A: Yes. Any turf damage caused by tree sections, equipment, or logs must be repaired by the contractor at no cost to the City. Repairs include regrading, filling ruts/divots, and reseeding. This requirement reflects **Section 1 – Contractor’s Responsibilities & Liabilities** of the ITB.

3. Dumpster Placement

Q: What location(s) are designated for temporary dumpster placement to allow tree debris to be loaded conveniently near the work areas?

A: Acceptable locations for a temporary dumpster are parking spots along Oak Grove Drive, Shelton Street, and the Hogan Lane lot. Final placement must be coordinated with and approved by the Parks and Recreation Manager to ensure public access is maintained. This clarification is consistent with the City’s rights in **Section 1 – Scope of Work** and **Contractor’s Responsibilities & Liabilities**.

4. Public Safety / Barricades

Q: Is the area around these trees already cordoned off for public safety by the owner, or is the contractor responsible for cordoning off the work area during tree removal and debris handling?

A: The contractor is responsible for providing and maintaining signage, temporary barricades, or fencing necessary to separate hazardous work zones from public areas during tree removal and

debris handling. This aligns with **Section 1 – Contractor’s Responsibilities & Liabilities** and the bidder questionnaire requirements for OSHA and ANSI A300 safety compliance.

5. Lawn Damage Responsibility

Q: Who is responsible for repairing lawn damage caused by tree removal activities, including damage from dropping trees?

A: The contractor is fully responsible for repairing any turf damage caused by tree sections, equipment, or logs at no cost to the City. Repairs include regrading, filling ruts/divots, and reseeding. This is stated under **Section 1 – Contractor’s Responsibilities & Liabilities**.

6. Permit Fees

Q: Is the permit fee waived for the removal of trees greater than 6 inches in diameter?

A: A permit is not required for the removal of trees located on City of Bellmead property. This clarification is consistent with **Section 1 – Materials & Workmanship**, which requires contractors to maintain all applicable licenses but does not impose local permit requirements for City-directed work.

Acknowledgment

I hereby acknowledge receipt of **Addendum No. 1** for ITB #2025.3 – Tree Removal (Brame Park).

Company: _____

Authorized Representative: _____

Signature: _____

Date: _____

Tabulation Sheet

Agency Name City of Bellmead

Bid Number ITB-2025.3-0-2025/KE

Bid Name Tree Removal - Brame Park

Bid Due Date 08/29/2025 10:00:00 Central

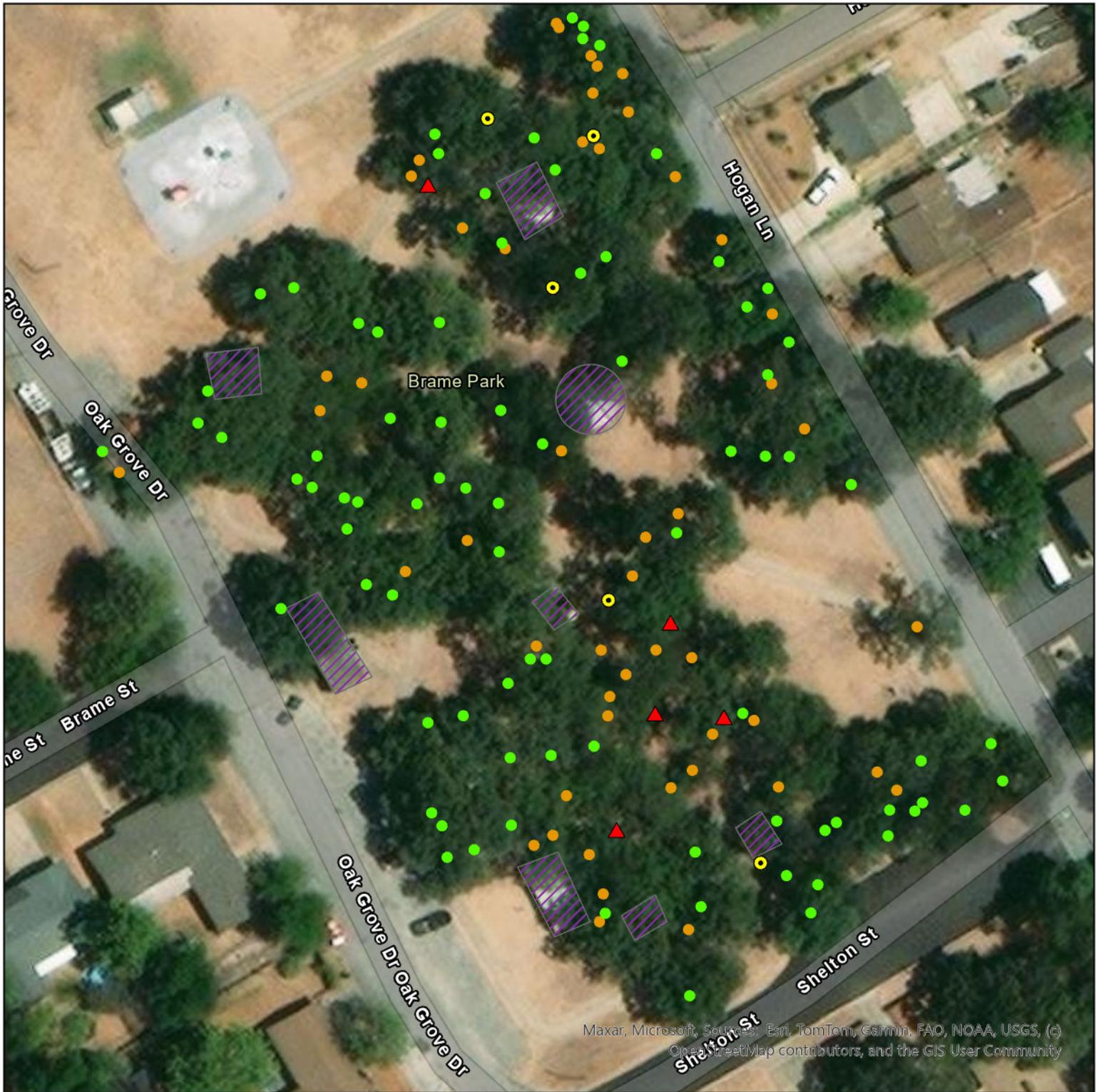
Bid Opening **Closed**

5 responses found.

✔ online,
 📧 offline,
 ● not submitting,
 ❗ not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1 . ABC Home & Commercial Services	08/28/2025 18:34:43 Central	9475 US-290, Austin, TX, 78724	\$7320.0000	0.0000		Completed Bid/RFP Proposal	✔
2 . Billy Brown Construction	08/28/2025 12:33:55 Central	14206 Ashmore Reef Ct, Sugar Land, TX, 77498	\$9425.0000	8675.0000	Asian/Hawaiian Owned, Small Business	Completed Bid/RFP Proposal	✔
3 . West Coast Arborists, Inc.	08/28/2025 16:33:45 Central	1921 W. Arkansas Ln., Arlington, TX, 76013	\$9000.0000	10800.0000		Completed Bid/RFP Proposal	✔
4 . Western Enterprises	08/28/2025 00:01:23 Central	214 N Main St, WEST, TX, 76691	\$9300.0000	10740.0000		Completed Bid/RFP Proposal	✔
Updated							
5 . Tex Vet Trees & Milling Co	08/29/2025 08:45:00 Central	2080 Hamilton Drive, Waco, TX, 76705	\$24650.0000	0.0000		Completed Bid/RFP Proposal	■

City of Bellmead- Brame Park



-  Poor Health Trees
-  Good Health Trees
-  Fair Health Trees
-  Dead or Dying Trees
-  Targets



Landowner: City of Bellmead
County: McLennan
Date: 08/14/2025
Forester: RUF II Hector Marines-Chio