



**SPECIFICATIONS AND CONTRACT  
DOCUMENTS FOR**

**AGRICULTURAL LEASE**

**2014**

**CITY OF SEGUIN  
GUADALUPE COUNTY, TEXAS**

**BID NO. 99-2014-34**

**PREPARED BY:**

City of Seguin  
Purchasing Dept.

## NOTICE INVITING BIDS

Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas, 78155, until **2:30 P.M., Tuesday, July 15, 2014 (CDST)** for an **AGRICULTURAL LEASE**. The bids will be publicly opened and read aloud in the Council Chambers of City Hall at 3:00 P.M. Bids shall be submitted in a sealed envelope (8 ½" x 11" minimum), clearly marked as follows:

**SEALED BID:  
AGRICULTURAL LEASE  
Bid No. 99-2014-34  
To be opened at 3:00 P.M., Tuesday, July 15, 2014**

The Agricultural Lease will be for the purpose of producing hay only at the South Landfill located on Hwy 123 and at the Stagecoach Road Landfill on Stagecoach Rd off FM725.

Bid Documents are available on the City of Seguin website:  
[www.seguintexas.gov/bid\\_opportunities/](http://www.seguintexas.gov/bid_opportunities/)  
or by request made to the City of Seguin Purchasing Department.

The City of Seguin reserves the right to reject or accept any or all bids or combination of bids and to waive informalities.

**Douglas G. Faseler, City Manager  
CITY OF SEGUIN, TEXAS**

## GENERAL SPECIFICATIONS

### AGRICULTURAL LEASE

1. **INTENT** – The City of Seguin is requesting bids for a contract to lease hay-producing rights at the South Landfill located on Highway 123 and at the Stagecoach Road Landfill on Stagecoach Road off FM725, hereinafter referred to as “Properties.”
2. **LAND USE** – Use of the Properties shall be strictly limited to mowing, fertilizing, seeding, shredding and baling grass and/or hay, application of herbicide, general maintenance of the Properties including maintenance of existing fences. Properties shall be kept clear of debris and litter. Plowing is prohibited deeper than six (6) inches below the surface of the topsoil.
3. **RESTRICTIONS**
  - a) No buildings, fences, or other structures may be erected on the Properties.
  - b) Grazing of livestock is not allowed.
  - c) Hunting and/or the recreational discharge of firearms is prohibited.
  - d) Recreational use of 4-wheelers, all-terrain vehicles, motorbikes, etc. is prohibited.
  - e) Fireworks may not be discharged on the Properties.
  - f) Any recreational use of the Property is prohibited.
  - g) Storage of materials or equipment is prohibited other than temporary storage of hay production related equipment such as tractor and baler, etc.
  - h) Lessee may not impede or restrict the City’s access to the Properties at any time.
4. **TERM** - This contract shall be in effect for a period of five (5) years beginning October 1, 2014 and ending September 30, 2019. At the end of five (5) years the City, at its option and by mutual consent, may renew this contract for a period not to exceed five (5) additional one (1) year extensions. All terms and conditions stated in the original Specifications and Agreement will apply to any extended periods. Approval on behalf of the City to renew this contract shall be made by the City Manager or his/her designee.
5. **LEASE PRICE** will remain constant for the initial five (5) year term. For each year extension after the initial term, the price will increase by three percent (3%), or by the price provided by the Consumer Price Index (CPI) for all items for South Urban consumers for the previous 12-month period ending July 31<sup>st</sup>, whichever is the larger amount.
6. **BID SUBMISSION** - Sealed bids addressed to the City Manager of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas, 78155, **until 2:30 P.M., Tuesday, July 15, 2014 (local time)**. The bids will be publicly opened and read aloud in the Council Chambers of City Hall at 3:00 P.M.

Bids shall be submitted in a sealed envelope (8 ½” x 11” minimum), clearly marked as follows:

**SEALED BID:  
AGRICULTURAL LEASE  
Bid No. 99-2014-34  
To be opened at 3:00 P.M., Tuesday, July 15, 2014**

Forms to be included with bid submission:

- a) Bid Form
- b) Bidder's Exception Form
- c) Conflict of Interest Questionnaire

7. **CRITERIA FOR BID AWARD-** The bid will be awarded to the bidder(s) having sufficient ability to perform this Contract as stated in conjunction with the highest price or best value to the City. Factors used to determine the award are:

- (a) Capability and experience of the Bidder, and
- (b) Price.

Award will be made per location, which may result in one (1) or two (2) bidders receiving a lease award. The City reserves the right to accept or reject any or all bids or any combination of bids.

In selecting the highest, responsive, responsible Bidder for each Property, consideration will be given to the equipment available to the Bidder for the performance of the work.

8. **ASSIGNMENT** - The Contractor may not assign or sub-contract all or any part of this contract without the prior written consent of by the City.
9. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at [www.seguintexas.gov/bid\\_opportunities](http://www.seguintexas.gov/bid_opportunities).
10. **INDEMNITY** – The Lessee, along with its successors, heirs and assigns, agrees to indemnify and hold the City and its officers, employees, directors and officials harmless from any and all claims, liability, assertions of liability, losses, damages, injuries, costs and expenses which may arise out of or in connection with the Properties, including damage or injury to property or personnel of the City, Lessee or any other party. In connection therewith, Lessee agrees to investigate and defend, on behalf of the City, any claim, action or suit initiated against the City based upon any action performed hereunder and to pay all reasonable and necessary expenses of such defense including reasonable attorney's fees and costs.
11. **PAYMENTS** – Payments are due on October 1<sup>st</sup> at the beginning of each year for the duration of the contract and any extensions that may be granted after the initial term. The first annual payment is due October 1, 2014. The contract may be considered null and void if payment is not received in a timely manner.

12. **TERMINATION** – Thirty (30) day written notice is required from either party to the other if termination of this contract is intended. If, in the sole discretion of the City, either of the Properties become a nuisance due to Lessee’s failure to fulfill obligations set forth herein, the City may give Lessee thirty (30) days written notice to cure the problem. If Lessee fails to timely cure the situation, the City reserves the right to have the Property harvested, and Lessee agrees to reimburse the City for the costs of such remedy.
13. Bidders may submit written questions concerning these bid specifications via e-mail or fax to:

Twila Wood, Purchasing Manager

[twood@seguintexas.gov](mailto:twood@seguintexas.gov)

Fax No.: (830) 401-2414

## AGRICULTURAL LEASE AGREEMENT

This lease agreement (the "Agreement") is entered into and effective upon execution by the parties, by and between the City of Seguin, a Texas municipal corporation ("City") and \_\_\_\_\_ ("Lessee").

**WHEREAS**, the City is the owner of certain real properties commonly known as the South Landfill located on Highway 123 and the Stagecoach Road Landfill on Stagecoach Road off FM 725 (the "Properties"); and

**WHEREAS**, Lessee wishes to lease the Properties for purposes of seeding, fertilizing, herbicide and producing hay thereon; and

**WHEREAS**, it is the interest of the City that the Properties be maintained and the City therefore wishes to lease the Properties to Lessee for such purposes;

**NOW THEREFORE**, in consideration of the foregoing and in further consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. The City leases the Properties to Lessee for the limited purposes set forth herein for an initial term beginning October 1, 2014, and ending September 30, 201\_\_.
2. Lessee's use of the Properties shall be strictly limited to the following activities: mowing, fertilizing, seeding, herbicide, shredding and baling grass and/or hay; general maintenance of the Properties; and maintenance of existing fences.

In the event that Lessee plows any of the Properties, Lessee may plow no deeper than six inches beneath the surface of the topsoil.

Lessee may not engage in any other activity on the Properties, including but not limited to: the erection of buildings or other structures such as fences or creation of roads; the grazing of livestock; any recreational use or storage of materials or equipment on the Properties. Lessee may not obstruct or impede the City's access to the Properties at any time.

3. This agreement is non assignable.
4. Lessee agrees to pay the City, as consideration, an Annual Fee of \$\_\_\_\_\_. Payment will be due to the City Finance Department on the first business day of October during the term of the Lease.
5. Lessee agrees to perform all activities on the Properties in a safe and responsible manner, abiding by all state and federal laws, city ordinances and safety regulations as may be applicable to the Properties and/or the activities performed thereon.
6. If either party wishes to terminate the Lease, the party wishing to terminate must give the other party at least thirty (30) days written notice of intent to terminate.

7. If, in the sole discretion of the City, either of the Properties should become a nuisance due to Lessee's failure to fulfill his obligations set forth herein, the City may give Lessee thirty (30) days written notice to cure the problem. If Lessee fails to timely cure the situation, the City reserves the right to have the Properties harvested, and Lessee agrees to reimburse the City for the costs of such remedy.
8. Lessee, along with its successors, heirs and assigns, agrees to indemnify and hold the City and its officers, employees, directors and officials harmless from any and all claims, liability, assertions of liability, losses, damages, injuries, costs and expenses which may arise out of or in connection with the Properties, including damage or injury to property or personnel of the City, Lessee or any other party. In connection therewith, Lessee agrees to investigate and defend, on behalf of the City, any claim, action or suit initiated against the City based upon any action performed hereunder and to pay all reasonable and necessary expenses of such defense including reasonable attorney's fees and costs.
9. This Lease contains the entire agreement of the parties relating to its subject matter. Any oral representations or modifications concerning this Lease shall be of no force and effect. Any subsequent amendment or modification to this Lease must be in writing, agreed and executed by both parties.

"LESSEE"

\_\_\_\_\_

CITY OF SEGUIN

By: \_\_\_\_\_  
Douglas G. Faseler  
City Manager

**BID FORM**  
**Bid #99-2014-34**  
**AGRICULTURAL LEASE**  
**BID DUE DATE: July 15, 2014 at 2:30 PM**

Description	Annual Lease Price to be paid to the City of Seguin
<b>South Landfill located on Hwy. 123</b>	\$ _____ /year
<b>Stagecoach Road Landfill, Stagecoach Rd. off FM 725</b>	\$ _____ /year

**Major equipment available for this contract:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt is hereby acknowledged of the following Addenda to the Specifications:**

ADDENDUM NO. 1 DATED \_\_\_\_\_ ADDENDUM NO. 4 DATED \_\_\_\_\_  
 ADDENDUM NO. 2 DATED \_\_\_\_\_ ADDENDUM NO. 5 DATED \_\_\_\_\_  
 ADDENDUM NO. 3 DATED \_\_\_\_\_ ADDENDUM NO. 6 DATED \_\_\_\_\_

**The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.**

\_\_\_\_\_  
 Bidder's Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Phone No.                      Fax No.

\_\_\_\_\_  
 Date

Email Address: \_\_\_\_\_

**BIDDER'S EXCEPTION FORM**

**Bid #99-2014-34**

**AGRICULTURAL LEASE**

**BID DUE DATE: July 15, 2014 at 2:30 PM**

This form must be completed and signed by an authorized representative of the company. Failure to do so may cause total bid to be rejected. If no exceptions are to be proposed, indicate by stating "No Exceptions to Specifications" and sign in the appropriate space.

STATEMENT OF BIDDER:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

<u>SECTION</u>	<u>PAGE/ PARAGRAPH #</u>	<u>EXCEPTION</u>
_____	_____	_____
_____	_____	_____
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NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2- Deviations" on this page.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date