

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K to \$999,999.99
(Rev. 8-19-22)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:



Date:

Date:

11-07-2022

Title:

Title:

Vice President

Company: Inframark, LLC

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Inframark, LLC
2002 West Grand Parkway N., Suite 100
Katy, Texas 77449

Description of Services: ITB 2022-46 Manhole and Valve Repair Services

Maximum Contract Amount: \$259,643.00/year (\$1,298,215.00 for five (5) years)

Effective Date: On the latest of the dates signed by both parties.

Termination Date: September 30, 2023, subject to Sec. III.C.

Renewal: This Contract will automatically renew without further documentation or agreement annually for four (4) additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term, subject to Sec. III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should a party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. A provision of the Contract that establishes a limitations

period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and

- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this a contract subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

- (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
- (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. A provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision in the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

IV. Additional Terms or Conditions. This Contract is additionally governed by the terms and conditions of the City of Sugar Land Invitation to Bid (ITB) 2022-46, which is incorporated by reference. The City rejects any and all additional or conflicting terms in the Contractor's forms, documents, bid, or response to the ITB.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Inframark, LLC Response to ITB 2022-46, dated 10/3/2022 (26 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an **occurrence** form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> </u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u> </u> Very High/ High Risk	<u> </u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

 Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

X Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

 Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

 Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

 Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

 Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

City of Sugar Land, Texas

Response to Invitation to Bid

ITB 2022-46 Manhole and Valve Repair Services



October 6, 2022
11:00 a.m.

Proposal – Manhole and Valve Repair Services ITB 2022-46

Table of Contents

A Executive Summary	A-1 & 2
B Company Information	B-1
Primary Contact	B-1
Organization	B-1
Background and History	B-2
Our Services	B-2 & B-3
Operations Support Officecs	B-3
Financial Resources	B-3
Conflict of Interest	B-3
Subcontractors	B-3
Terms & Conditions	B-3
Insurance	C-1
C Required Forms	C-2
Bidder Certification Addenda Acknowledgement	C-3
Bidder Tabulation Sheet	C-4
Bidder Information	C-5 & 6
Bidder Customer/Client References	C-7 & 8
Conflict of Interest Questionnaire (CIQ Form)	C-9 & 10
Certification Regarding Debarment	C-11
House Bill 89 Verification Form	C-12
Senate Bill 13 Verification Form	C-13 & 14
Senate Bill 19 Verification Form	C-15 - C-19
Bid Bond	

The information contained in this proposal is proprietary and contains confidential information, which is of significant economic value to Inframark, LLC. It is intended to be used only for valuation of our qualifications to provide services. It should not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.

Proposal – Manhole and Valve Repair Services ITB 2022-46

A Executive Summary

Inframark, LLC (“Inframark”) is pleased to provide this proposal to the City of Sugar Land (the “City”) in response to ITB NO. 2022-46 Manhole and Valve Repair Services to provide the labor, equipment, and material necessary to perform manhole and valve repair services.

Inframark is currently providing services for the City through other active contracts, and we are honored to be your long-term partner. During this time, we have been able to provide improvements and benefits to the City and its residents. Open and honest communications have been a priority and the key to these successes. It is in this spirit of partnership that we look forward to continuing our relationship for many years to come.

Inframark has proven we have the capabilities to continue to meet and exceed the City’s high expectations. The quality of our service is demonstrated by:

- 💧 Inframark’s clear understanding of and adherence to the City’s standard operating procedures.
- 💧 Inframark has not incurred any non-performance issues during the term of our partnership with the City.
- 💧 Our extensive knowledge of the City’s water distribution and wastewater collection system infrastructure.
- 💧 Inframark’s familiarization and previous experience providing water and wastewater repair services to the City.
- 💧 Our solid history of understanding and promptly addressing the City’s needs and expectations and those of its customers.
- 💧 Positioning of a strategically located support office within minutes of the City of Sugar Land equipped with a full range of equipment and parts inventory to meet the City's needs.
- 💧 Ability to provide reinforcement staffing and equipment from other offices within the Greater Houston area.
- 💧 Assignment of a dedicated Project Manager to address the daily contract requirements who is supported by dedicated field maintenance crews and a dedicated Field Manager.
- 💧 Our demonstrated experience in resolving customer complaints quickly and keeping City staff informed of the status and final resolution.

With 50 years of experience serving utility clients in Texas, Inframark has the strength and stability the City and its residents can count on for a reliable program to maintain portions of the City's water distribution and wastewater collection system repairs as necessitated by the City.

Inframark is a U.S. infrastructure services company focused on the operations and maintenance (O&M) of North American water and wastewater systems, including industrial and pre-treatment and underground construction and installations services.

From Dallas to Weslaco and El Paso to Orange, we currently serve more than 300 Texas clients and are responsible for nearly 450 facilities.

Proposal – Manhole and Valve Repair Services ITB 2022-46

Our Greater Houston organizational structure includes:

- A management team with hands-on industry experience including a dedicated Project Manager who is responsible for all services provided and has the authority to make decisions on the company's behalf.
- A professional staff with extensive experience in performing manhole and valve services.
- A 24/7/365 dispatch center staffed by qualified Inframark personnel.

Inframark provides high quality, maintenance and repair services that meet the needs of our clients and their customers. We have the proven capabilities to meet demands and a history of successfully providing these services to cities and municipalities in Texas and across the country. The quality of this service is demonstrated by our existing client renewal rate and client recommendations.

Inframark's size and established presence in the state allows us to provide the stability and the expertise of a large organization at a significant savings. The collective expertise and financial strength of Inframark - coupled with our commitment and attention to detail typical of a small, local company - ensures our clients receive the highest quality of management and service.

We have invested a significant amount of time and technical resources to develop standard operating procedures. When a new project is secured, site-specific procedures are developed. These procedures provide easy access to information to assist the staff in their daily operation and maintenance activities and allow personnel to make proper decisions and reduce inefficiency and damage caused by malfunction. It also allows for employee cross-training, further increasing efficiency and depth of staff.

Inframark's Texas Gulf ConOps Region will provide the team that will manage and provide the necessary services to this project. Caroline Boesenberg, our Project Manager, will take the lead and provide the management for this project. Caroline will have direct supervision and involvement in the planning and implementation of the day-to-day activities.

Motivated, well trained, adequately equipped and fairly compensated staff is of the highest importance. Communication at all levels is maintained by a project management structure that will meet on a regular basis to review the project and ensure all expectations and service deliverables are met. An agreed upon reporting program allows both parties to track and monitor our performance and highlights any issues so remedial actions can be immediately implemented. We are proactive as we provide recommendations on ways to improve service delivery and client satisfaction. We also provide support through meeting attendance and participation in awareness campaigns.



Our philosophy of enhancing our client's existing resources has enabled us to provide improved service quality to growing communities at lower costs since the 1970s. Inframark's success can be verified through an uncommonly long reference list of Texas clients and the enthusiasm of its employees.

Inframark is committed to honoring our relationship with the City and looks forward to the continuance of our partnership through our management team you have grown to know since the start of 2012.

Proposal – Manhole and Valve Repair Services ITB 2022-46

B Company Information

The corporate entity was incorporated in Texas on June 30, 1983. In June of 2017, the corporation was converted into a limited liability company and subsequently renamed Inframark, LLC on December 1, 2017. The corporate headquarters is located in Katy, Texas at:

Inframark, LLC
2002 West Grand Parkway N, Suite 100
Katy, TX 77449
Phone 281-579-4500, Fax 281-934-3324

Primary Contact

The primary contact for this project will be:

Caroline Boesenberg, Project Manager
Inframark, LLC
10431 Westmoor Road
Mobile: 832-256-0095
Email: Caroline.Boesenberg@Inframark.com

Organization

Inframark has organized a local team of professionals to achieve the highest level of accountability. We understand the importance of allowing our local management team to make important decisions. The Project Manager becomes the key individual, directly communicating with City personnel and having the ability to draw from the tremendous support group in the Inframark organization. When important decisions need to be made the designated Project Manager has the ability to make the decision and get the job done.

Background & History

Inframark is a leading supplier of water and wastewater solutions. The company offers a broad range of products and services concentrated around water and wastewater, including contract operating services, disinfection, instrumentation and filtration technologies and analytical services.

The company was incorporated in Texas in 1983 and grew through acquisitions including the purchase of the Am-TEX Corporation, which was initially incorporated in 1974. While Inframark is a national operator, the core of our business rests in the Gulf Region with a significant concentration of projects in the Houston and Austin areas.

We have built our business on accommodating the needs of our clients. We recognized the critical nature of developing a strong staff with experience and an understanding of the water and wastewater industry while continuing to help our clients address specific issues and challenges in addition to providing a full-service approach. In addition, we offer a maintenance team – the best in the industry – that specifically work on water and wastewater equipment.

Proposal – Manhole and Valve Repair Services ITB 2022-46

Our Services

Inframark has the ability and insight necessary to deliver services cost-effectively for its customers without compromising quality. We provide services that include:

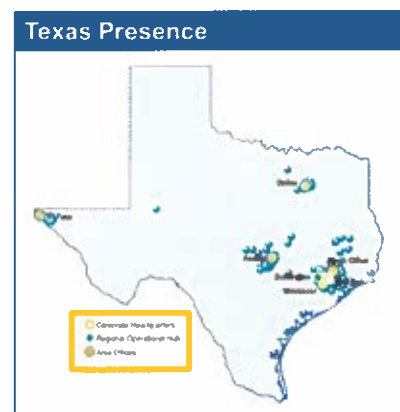
- 💧 Water treatment
- 💧 Wastewater treatment
- 💧 Wastewater collection
- 💧 Water distribution
- 💧 Meter reading, installation, and replacement
- 💧 Utility billing and collections
- 💧 Sludge disposal
- 💧 System rehabilitation
- 💧 Asset management/budgeting
- 💧 Building permitting and inspections
- 💧 Detailed system surveys

Operations Support Offices

Inframark has multiple bases of operations in the Houston area with a full range of equipment to meet our client's needs including backhoes, jet/vactor combination units, crane trucks, electrical vans, preventive maintenance trucks and trailers and chlorination trucks.

In operating, maintaining, servicing, and managing Texas utility systems, Inframark has become recognized as a leader in providing cost-effective operations while ensuring the highest level of service and regulatory compliance.

Let us use our expertise to optimize your manhole and valve repair services. Count on us to administer the repair services in an efficient, timely and accurate manner while providing prompt communications and progress reporting to the City. Partner with us for our dedication to innovation, efficiency, and quality, creating the perfect combination for optimum management of the repair services.



Local Katy/West Houston Office

Our west Houston office, located in the Katy area, is the base for our billing, customer service and meter reading teams and also serves as our regional headquarters.

Inframark has established a maintenance center at 10431 Westmoor Road to serve our West Houston and Fort Bend County clients. This office will provide the main support for the City of Sugar Land manhole and valve repair services. It is staffed with a management team and field maintenance crews and equipped with collection, distribution, and maintenance equipment. We are a good neighbor and committed to the success of the community.

Proposal – Manhole and Valve Repair Services ITB 2022-46

Provided below are the locations for each of the Houston area offices identified above.

Office	Location
Regional Headquarters: Grand Parkway - Grandway West Complex	2002 West Grand Parkway North, Ste. 100 Katy, TX 77449
Operations Support Offices: West Houston / Waller County Operations Support	32259 Morton Road Brookshire, TX 77423
Harris / Fort Bend County Operations Support	10431 Westmoor Road Richmond, TX 77407
North Houston / Montgomery County Operations Support	13931 Service Center Road Tomball, TX 77377

Financial Resources

Inframark has significant financial strength – with annual revenue exceeding – \$200 million and has the full financial backing of U.S.-based private equity firms. The company is one of the largest, and most respected, contract operations firms in the nation. Inframark has a long and proven record of accomplishment in providing excellent service to our clients as evidenced by the fact that nearly two-thirds of our clients have been with us for more than 10 years. Our client retention rate is 99% (on a revenue basis), which ranks very high for our industry.

Bid Tabulation Sheet

The completed bid tabulation sheet is provided in Section C.

Conflict of Interest

No Inframark employee has a business or employment relationship with the City of Sugar Land. Additionally, Inframark has no current agreements which could pose a conflict of interest and prevent us from contracting with the City.

Subcontractors

Inframark will utilize subcontractors from time-to-time. We may need the services of local firms to help with providing specialized services and equipment, as may be requested by the City.

Terms & Conditions

This bid and all prices quoted are subject to the execution of a mutually acceptable service agreement and this bid is contingent upon the City agreeing to clarifications on warranties for products manufactured by third parties and engineering/architectural service performance standards. It is our intent that upon selection, and final determination of the details of the scope or work and approach that best meets your needs, we will work closely together to develop an accurate, fair, and mutually acceptable agreement.

Insurance

Inframark carries more than adequate levels of insurance and can easily comply with insurance coverage requirements. The official certificate of insurance reflecting required coverage limits will be issued upon award of bid.

Proposal – Manhole and Valve Repair Services ITB 2022-46

C Required Forms

This section includes the following required forms, provided in the City's Request for Proposal:

- 💧 Bidder Certification and Addenda Acknowledgement
- 💧 Bid Tabulation Sheet
- 💧 Bidder Information
- 💧 Bidder Customer/Client References
- 💧 Conflict of Interest Questionnaire (CIQ Form)
- 💧 Certification Regarding Debarment
- 💧 House Bill 89 Verification Form
- 💧 Senate Bill 13 Verification Form
- 💧 Senate Bill 19 Verification Form
- 💧 Original Bid Bond

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Inframark, LLC

AGENTS NAME: Todd Burrer


AGENTS TITLE: Vice President

MAILING ADDRESS: 2002 West Grand Parkway N., Suite 100

CITY, STATE, ZIP: Katy, TX 77449

PHONE & FAX NUMBERS: Ph: 281.579.4500 Fax: 281.973.4959

E-MAIL ADDRESS: todd.burrer@inframark.com

AUTHORIZED SIGNATURE: 

DATE: 10-3-2022

BID TABULATION**Manholes**

Cost to adjust and seal manhole ring and cover one or two rings to grade
 Cost to reset and seal manhole ring and cover to grade.

Cost per linear foot to spray manhole

Repair invert

Pavement Replacement (per sq ft)

Estimate	Cost	Total Cost
40	\$950.00	\$38,000.00
10	\$575.00	\$5,750.00
160	\$400.00	\$64,000.00
3	\$8,625.00	\$25,875.00
60	\$30.00	\$1,800.00

Total \$135,425.00

Mainline Valves

Jet valve

Adjust valve box to grade

Reset stack

Repair valve

Replace valve

Pavement Replacement (per sq ft)

50	\$315.00	\$15,750.00
50	\$545.00	\$27,250.00
40	\$1,650.00	\$66,000.00
5	\$3,185.00	\$15,925.00
5	\$7,550.00	\$37,750.00
50	\$30.00	\$1,500.00

Total \$164,175.00

Grand Total \$299,600.00

BIDDER INFORMATIONFULL LEGAL FIRM/COMPANY NAME: Inframark, LLCBUSINESS STREET ADDRESS: 2002 West Grand Parkway N., Suite 100, Katy, TX 77449BUSINESS MAILING ADDRESS: 2002 West Grand Parkway N., Suite 100, Katy, TX 77449BUSINESS TELEPHONE NUMBER: 281.579.4500BUSINESS FAX NUMBER: 281.973.4959COUNTY: Harris MINORITY OWNED: No #OF EMPLOYEES 2,800

CORPORATION: ☐ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C. ☒ L.L.P. ☐[*Please See Note Below](#)YEAR EST 2017 NO. OF YEARS IN BUSINESS * FEDERAL ID NO. 62-1168252NATURE OF BUSINESS: Supplier of Water and Wastewater Services

PRINCIPALS:

NAME: John Freebody TITLE: CFONAME: James Devlin TITLE: CEO

NAME: _____ TITLE: _____

BANK REFERENCE: JPMorgan ChaseNAME OF BANK OFFICER: Candice PartitoADDRESS / CITY / STATE / ZIP : 8181 Communications Pkwy, Bldg. B, Floor 02, Plano, TX 75024PHONE NO. 214.965.3951 candice.partito@chase.com

[*The corporate entity was incorporated in Texas on June 30, 1983. In June of 2017, the corporation was converted into a limited liability company and subsequently renamed Inframark, LLC on December 1, 2017.](#)

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: Fairfield Project (5 MUD Districts)

ADDRESS: 28432 Hegar Rd

CITY / STATE / ZIP: Hockley, Texas 77447

PHONE NO. 713.203.4450

NAME OF CONTACT: Don Garrett, Board President

E-MAIL: donmgarrett@att.net

SIZE/SCOPE OF SERVICES: 2.0 MGD WTP, 2.0 MGD WTP, 2.0 MGD WWTP, 7 Wells, Collection System, Distribution System, Meter Reading for 5,667 accounts, Billing, Collections, Customer Service.

2. COMPANY NAME: City of Fulshear

ADDRESS: 30603 FM 1093 West/ PO Box 279

CITY / STATE / ZIP: Fulshear, Texas 77441

PHONE NO. M: 281.346.1796 x 214 Direct: 281.346.8814 Cell: 281.770.0879

NAME OF CONTACT: Sharon Valiante

E-MAIL: svaliante@fulsheartexas.gov

SIZE/SCOPE OF SERVICES: Provide aspects of water, sewer and drainage operations, meter replacement services; plant operations and repairs; collection, distribution and drainage repairs for approximately 8000 connections.

3. COMPANY NAME: North Fort Bend Water Authority

ADDRESS: 3200 Southwest Freeway, Suite 2600

CITY / STATE / ZIP: Houston, Texas 77027

PHONE NO. 832.483.1321

NAME OF CONTACT: Peter Houghton

E-MAIL: peter.houghton@rooteddev.com

SIZE/SCOPE OF SERVICES: Service and maintain facilities which supply wholesale surface water to 24 municipal utility districts with an estimated population of 260,000.

4. COMPANY NAME: Bridgeland Project (4 MUD Districts)

ADDRESS: 19018 Cherry Cove Lane

CITY / STATE / ZIP: Cypress, TX 77433

PHONE NO. 832.286.5256

NAME OF CONTACT: Bob Thomas

E-MAIL: slufjock@comcast.net

SIZE/SCOPE OF SERVICES: 2.340 MGD WTP, 2.100 MGD WWTP, 2 Wells, 5 pump stations
Provide all aspects of water, sewer and drainage operations, meter
accounting and replacement services; all plant operations and repairs; all collection, distribution and
drainage repairs.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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 records 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.

Inframark, LLC

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

None

Name of Officer

4 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

☒

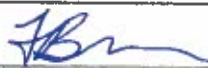
No

5 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.

N/A

6 ☐ 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-1).

7


Signature of vendor doing business with the governmental entity

10-3-2022

Date

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

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/Docs/LG/htm/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 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;

(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 the 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 aware:

(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.

**Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment,
and Other Responsibility Matters**

(a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:

(i) The prospective contractor and/or any of its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
- (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.

(ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).


This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the proposal. The certification or explanation will be considered in connection with the determination whether the City of Sugar

Land will enter into a contract with the prospective contractor. However, failure of the prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

- (e) The prospective contractor agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this proposal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.

Inframark, LLC	2002 West Grand Parkway N., Suite 100, Katy, TX 77449
Company Name	Address
Todd Burrer, Vice President	
Names(s) and Title(s) of Authorized Representative(s)	
	10-3-2022
Signature(s)	Date
ITB 2022-46 Manhole and Valve Repair Services	
Project Name	

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTA

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Todd Burrer, the undersigned representative of
(Person name)
Inframark, LLC,
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for- profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority- owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole- proprietorship.

10-3-2022

DATE

Vice-President

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Todd Burrer, the undersigned representative of
(Person name)
Inframark, LLC,
(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

10-3-2022
DATE

Vice President
POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Todd Burrer, the undersigned representative of
 (Person name)
Inframark, LLC,
 (Company or Business name)

hereafter referred to as **Company**, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named **Company**, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named **Company**, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

3. "Firearm entity" means:
- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

10-3-2022

DATE

Vice President

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL.

BID BONDBond No: BIDName of Surety: Everest Reinsurance CompanyName of Bidder, as Principal: Inframark, LLCName of Owner, as Oblige: City of Sugar Land, TexasName of Project: Manhole and Valve Repair ServicesCIP Project No: 2022-46Bond Amount (5% of Bid, including alternates): Not to Exceed 5% of Total Amount Bid**RECITALS:**

The Owner has advertised for bids for construction of the Project (Request for Bids). The Bidder has submitted a Bid to the Owner in response to the Request for Bids that requires the Bidder to submit this Bid Bond.

AGREEMENT:

The Surety and Bidder enter into this Bid Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Bidder, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **BID BOND OBLIGATION.** If the Bidder is the successful bidder and the Surety receives written notice from the Owner that the Bidder has failed to comply with the Bid, the Surety will tender the full amount of this Bid Bond to the Owner within 30 days of receipt of the notice. The damages that the Owner will suffer because of the Bidder's failure to comply with the Bid are difficult to ascertain; so, the face amount of the Bid Bond is agreed to be the amount of damages the Owner will suffer.
2. **NOTICE TO SURETY.** Notice is deemed delivered when actually received or, if earlier, three business days after the date of deposit in the United States mail, postage prepaid, registered or certified mail with return receipt requested addressed to Surety's Registered Agent at the address identified in this Bid Bond..
3. **DURATION OF BOND OBLIGATION.** This Bid Bond remains in effect until:

- (1) if the Bid is accepted, the Bidder executes the Contract, submits the Performance Bond, Payment Bond, and all other documents required by the Contract, the Bid and the Request for Bids, and commences the work anticipated by the Contract.
- (2) the City rejects the Bid by:
- (a) awarding the Contract to another bidder;
 - (b) City Council action rejecting all bids for the Project; or
 - (c) not acting timely on the Bid as provided in the Request for Bids.
4. **GOVERNING LAW AND VENUE.** Texas law governs this Bid Bond and any lawsuit on this Bid Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
5. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Bidder:Inframark, LLC

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Todd Burrer

(Printed Name)

Vice President

(Title)

2002 W. Grand Parkway N. Ste 100Katy, TX 77449

(Physical Address)

2002 W. Grand Parkway N. Ste 100Katy, TX 77449

(Mailing Address)

Surety:Everest Reinsurance Company

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Tiffany Coronado

(Printed Name)

Attorney-in-Fact

(Title)

2300 W. Sahara Ave., Suite 800Las Vegas, NV 89102

(Physical Address)

2300 W. Sahara Ave., Suite 800Las Vegas, NV 89102

(Mailing Address)

CITY OF SUGAR LAND

INVITATION TO BID 2022-46

713.805.9232

(Telephone No. with Area Code)

Facsimile No. 281.973.4959

10-5-2022

(Date of Execution)

702.856.4788

(Telephone No. with Area Code)

Facsimile No. N/A

October 4, 2022

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

The form allows for the Surety to insert information in specific provisions as necessary to complete the Bid Bond.

Notary Acknowledgment

State of Nevada

County of Clark

On October 4, 2022 before me, Jessica Anne Green

Personally appeared Tiffany Coronado, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Anne Green (Seal)



EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, NJ 07059, do hereby nominate, constitute, and appoint

Tiffany Coronado

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Bond No.: Bid Bond
Principal: Inframark, LLC
Obligee: City of Sugar Land, TX

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 4th day of October 2022.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Exhibit B-3

CITY OF SUGAR LAND

INVITATION TO BID 2022-46

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Todd Burrer, the undersigned representative of
(Person name)
Inframark, LLC,
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for- profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority- owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole- proprietorship.

10-3-2022

DATE

Vice-President

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Todd Burrer, the undersigned representative of
 (Person name)
Inframark, LLC,
 (Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

10-3-2022
 DATE

Vice President
 POSITION / TITLE


 SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Todd Burrer, the undersigned representative of
 (Person name)
Inframark, LLC,
 (Company or Business name)

hereafter referred to as **Company**, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named **Company**, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named **Company**, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "Discriminate against a firearm entity or firearm trade association"
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.


3. "Firearm entity" means:
- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

10-3-2022

DATE

Vice President

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL.

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an **occurrence** form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> </u> Medium Risk	<u> </u> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u> </u> Very High/ High Risk	<u> </u> Medium Risk	<u> </u> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

 Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

 Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

X Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

 Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

 Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

 Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

 Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.