

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES**

Over \$50K
(Rev. 9-5-17)

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

CITY OF SUGAR LAND

By:

Date:

Title:

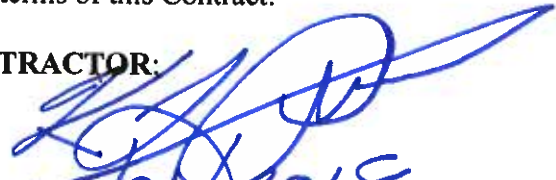
CONTRACTOR:

By:

Date:

Title:

Company:


Kenneth L. Atkinson
Vice President
GOWAN INC.

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address:

Gowan Inc.
5550 Airline Dr.
Houston, TX 77076

Description of Services:

HVAC Preventive Maintenance & On-Call Repair Services

Contract Amount:

\$172,880.64 per year/term (\$107,115.64 (annual preventive maintenance) plus \$65,765.00 (on-call repair))

Effective Date:

On the latest of the dates signed by both parties.

Termination Date:

One (1) year from the Effective Date, subject to section III. C (Termination Provisions) and Renewal.

Renewal:

The term of this Contract shall automatically renew without further documentation or agreement annually for four (4) 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, and subject to section III. C (Termination Provisions).

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. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the 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). Accordingly, those taxes may not be added to any bill.

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 1, 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 1, 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 either 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. Any 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.

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. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, 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.

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.

IV. Additional Terms or Conditions. The following paragraph applies in lieu of Part III of the Specifications:

“PART III: EMPLOYEE BACKGROUND CHECKS

Contractor must, as a routine business practice or policy, perform criminal history or background checks on all employees hired by the Contractor. The background checks must be performed on the City, County, State and Federal levels. Contractor’s employees may not provide services under this Contract if the employee has been convicted of (i) a sexually violent offense, as defined by Section 62.001, Code of Criminal Procedure, (ii) theft, (iii) identity fraud, (iv) vandalism, (v) family violence, or (vi) any felony within five (5) years prior to the Effective Date of this Contract. In addition, Contractor’s employees who will perform services at the City’s Police Department (“PD”) must not have any (i) Class B misdemeanor conviction or deferred adjudication within 10 years prior to the Effective Date of this Contract; (ii) Class A misdemeanor conviction or deferred adjudication; (iii) felony conviction or deferred adjudication; or (iv) family violence conviction or deferred adjudication.

The Contractor must furnish the City with a letter stating that the Contractor has performed criminal history background checks on all of Contractor’s employees that will be working on City’s property and such employees have not been convicted of the offenses set forth in this Contract. During the term of this Contract, the Contractor must provide another letter(s) to the City affirming that the Contractor has performed a criminal history background check on any new employee(s) of Contractor that will be working on City’s property and such employee(s) have not been convicted of the offenses set forth in this Contract. Contractor’s employees who are assigned to perform services under this Contract are subject to fingerprinting and background checks by PD and the City reserves the right to deny access to any Contractor’s employees who have been convicted of the offenses stated in this Contract. Contractor must immediately provide another employee to perform services under this Contract that will meet the criminal history or background checks requirements set forth in this Contract. In addition, Contractor must comply with the Fair Credit Reporting Act relating to the background checks.”

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. Certificate of Interested Persons with Certification of Filing

A-2. House Bill 89 Verification (1 page)

A-3. Gowan Inc.'s Response to Invitation to Bid No. 2018-07 (dated February 13, 2018) (9 pages)

Exhibit B. City's Additional Contract Documents:

B-1. Requirements for all Insurance Documents (2 pages)

B-2 Invitation to Bid 2018-07 (dated January 31, 2018) (41 pages)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-318817

Date Filed:
02/26/2018

Date Acknowledged:

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

Gowan Inc.
Houston, TX United States

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

City of Sugarland

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 services, goods, or other property to be provided under the contract.

2018-07
HVAC Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.



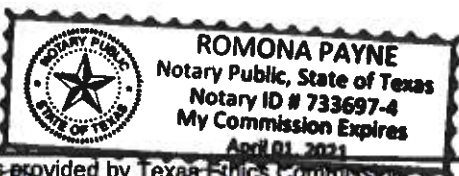
6 UNSWORN DECLARATION

My name is Kenneth Atkinson, and my date of birth is 02-22-1965

My address is 9802 FM 361 (street), Richmond TX (city), 77469 (zip code), TX (state), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of Texas, on the 26 day of February 2018
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS HOUSE BILL 89 VERIFICATION

I, Kenneth Atkinson, the undersigned representative of
(Person name)

Gowan Inc.

(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. Does not boycott Israel currently; and
2. 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 sole proprietorship, 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.

02/26/2018
DATE

VP
POSITION / TITLE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE
Kenneth L. Atkinson

CITY OF SUGAR LAND

INVITATION TO BID NO 2018-07

SECTION V
REQUIRED FORMS
BID NO. 2018-07

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, will result in the bid being rejected.

1. Bidder Certification and Addenda Acknowledgment
2. Tabulation Sheet
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. State of Texas – House Bill 89 Verification Form
7. Certifications - Required in Part I: Preventative Maintenance

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE – TIME
1	ITB Advertised in local paper	January 31, 2018 & February 7, 2018
2	ITB Posted to www.publicpurchase.com	January 31, 2018
3	Questions Deadline	Thursday, February 8, 2018 @ 3:00 pm
4	Questions Answered and Addendum posted	Friday, February 9, 2018 @ 3:00 pm
5	Bids Due	Thursday, February 15, 2018 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- [] 1. THE BID HAS BEEN SIGNED AND DATED.
- [] 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- [] 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- [] 4. REFERENCES AND CIQ FORM COMPLETED
- [] 5. CERTIFICATION REGARDING DEBARMENT COMPLETED
- [] 6. STATE OF TEXAS – HOUSE BILL 89 VERIFICATION FORM COMPLETED
- [] 7. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- [] 8. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SUGAR LAND
 CITY SECRETARY OFFICE, 1ST FLOOR, ROOM 122
 2700 TOWN CENTER BLVD. NORTH
 SUGAR LAND, TEXAS 77479

- [] 9. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
 COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

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 line 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 JDA Addendum #2 JDA Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Gowan Inc.

AGENTS NAME: John Anthony, Jennifer Greeley

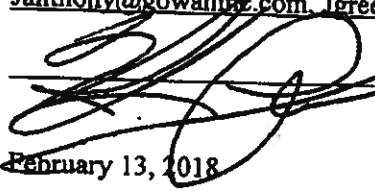
AGENTS TITLE: Account Executive, Maintenance Service Supervisor

MAILING ADDRESS: 5550 Airline Dr.

CITY, STATE, ZIP: Houston, TX 77076

PHONE & FAX NUMBERS: Office 713-696-5400 Fax 713-237-9208

E-MAIL ADDRESS: Janthony@gowaninc.com Jgreeley@gowaninc.com

AUTHORIZED SIGNATURE:  **Kenneth L. Atkinson**
Vice President

DATE: February 13, 2018

TABULATION SHEET

Pricing shall include travel/trip time, supervision, consulting, equipment or tools required to perform the services. Contractor shall quote pricing as specified on this sheet, no exceptions will be made. (Pricing will be all-inclusive to include all labor, material, etc.)

QUOTED PRICES ARE FIRM AND SHALL NOT BE INCREASED DURING THE TERM OF THE CONTRACT.

PART I: PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS

Facility	Quarterly Price
Airport Terminal	1,414.25
Airport Base Pilots Center	689.08
Airport Control Tower	634.08
Airport Corporate 2 Hanger	634.08
Airport Customs Building	496.19
Airport Houston Aviation Hanger	192.90
Airport Lighting Vault	192.90
Airport Noble Drilling Hanger	192.90
Airport Sugar Land Aviation Hanger	623.08
Airport T-Hangers	192.90
***Animal Services (Dog Building)	606.58
***Animal Services (Cat Building)	422.72
City Hall	3,384.75
City Hall Annex	2,116.03
Fire Station #1	457.65
Fire Station #2	863.20
Fire Station #3	473.20
Fire Station #4	473.20

CITY OF SUGAR LAND**INVITATION TO BID NO 2018-07**

Fire Station #5	519.17
Fire Station #6	565.13
Fire Station #7	450.22
Heritage Museum/Visitor Center	835.22
Police/Courts Building	2,758.86
Public Works	1221.21
Imperial Park Recreation Center	645.08
Surface Water Treatment Plant	1,307.60
T. E. Harman Center	551.19
Austin Parkway Maintenance Facility	192.90
City Park	542.15
Duhacsek Park	238.86
Eldridge Park	284.83
First Colony Park	614.63
Imperial Park	634.08
Lost Creek Park	422.72
Sugar Creek Ground Water Plant	222.36
Riverstone Ground Water Plant	222.36
North Wastewater Treatment Plant	268.33
South Wastewater Treatment Plant	222.36

***** Monthly service required at these locations; all quarterly tasks to be completed on a monthly basis.**

TOTAL QUARTERLY PRICE: \$ 26,778.91

PART II: OPTIONAL ON-CALL REPAIR PRICES NEEDED

**** These prices will be used for on-call HVAC repairs and replacements, but do not guarantee awarded contractor all HVAC repairs and replacements at City of Sugar Land Facilities. ****

A. Hourly rates for all locations: (Planned and Emergency Services)

• Hourly Rates:	<u>Regular</u>	<u>Overtime</u>
> Skilled	\$85.00	\$115.00
> Unskilled	\$72.00	\$98.00

B. Other Charges:

 > **Trip Charge (Roundtrip) \$45.00**

C. Mark up on Contractor's Cost: Parts & Materials

Year 1	Year 2	Year 3	Year 4	Year 5
%20	%20	%20	%20	%20

*****No mark up on Freight & Shipping.**

WARRANTY: New equipment: One year on labor and parts. Replacement parts: 90 days labor and one year parts.

PART III: EMERGENCY/NON-EMERGENCY RESPONSE TIME

- A. Emergency – Three (3) hours (Life & Safety):** The Contractor shall respond to on-site emergencies within three (3) hours of notification. It is the contractor's responsibility to have a 24/7 point of contact that ensures an on-site emergency response within three (3) hours of contact. Failure to respond to a request for emergency service can be cause to terminate the contract.
- B. Non-emergency –**The contractor shall respond to all non-emergency work within Eight (8) business hours of request.
- C. Overtime Services:** Approval is required prior to the commencement of any overtime repair/unscheduled work.

BIDDER INFORMATIONFULL LEGAL FIRM/COMPANY NAME: Gowan Inc.BUSINESS STREET ADDRESS: 5550 Airline Dr. Houston, TX 77076BUSINESS MAILING ADDRESS: 5550 Airline Dr. Houston, TX 77076BUSINESS TELEPHONE NUMBER: 713-696-5400BUSINESS FAX NUMBER: 713-237-9208COUNTY: Harris MINORITY OWNED: NO #OF EMPLOYEES: 406

CORPORATION: ☒ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C. ☐ L.L.P. ☐YEAR EST 1965 NO. OF YEARS IN BUSINESS 52 FEDERAL ID NO. 74-1540300NATURE OF BUSINESS: Mechanical Contractor HVAC, plumbing, and life safety

PRINCIPALS:

NAME: Mark FromanTITLE: PresidentNAME: Fred WassonTITLE: CFONAME: Kenneth AtkinsonTITLE: Vice President Service

BANK REFERENCE: BMO Financial Group (Account Name is Emcor Gowan)NAME OF BANK OFFICER: Isela GarciaADDRESS / CITY / STATE / ZIP : 115 S LaSalle St., 17th floor West Chicago, IL 60603PHONE NO. 312-461-6768

**BIDDER CUSTOMER / CLIENT REFERENCES
OF SIMILAR SIZE/SCOPE**

1. COMPANY NAME: City of Houston

ADDRESS: 901 Bagby

CITY / STATE / ZIP: Houston, TX 77002

PHONE NO. 713-837-0311

DESCRIPTION OF SERVICES: HVAC Preventive Maintenance and Service Repair

NAME OF CONTACT: Deb Stewart

EMAIL: Deb.Stewart@houstontx.gov

2. COMPANY NAME: University of Houston

ADDRESS: One Main Street

CITY / STATE / ZIP: Houston, TX 77002

PHONE NO. 713-221-5054

DESCRIPTION OF SERVICES: HVAC Preventive Maintenance and Service Repair

NAME OF CONTACT: Kris Zimmerman

EMAIL: Zimmermank@uhd.edu

3. COMPANY NAME: Methodist Hospital

ADDRESS: 6565 Fannin St.

CITY / STATE / ZIP: Houston, TX 77030

PHONE NO. 281-485-1553

DESCRIPTION OF SERVICES: HVAC Preventive Maintenance and Service Repair

NAME OF CONTACT: Dawn Wood

EMAIL: DXWood@houstonmethodist.org

4. COMPANY NAME: Schlumberger

ADDRESS: 23500 Colonial Pkwy.

CITY / STATE / ZIP: Katy, TX 77493

PHONE NO. 281-769-4583

DESCRIPTION OF SERVICES: HVAC Preventive Maintenance and Service Repair

NAME OF CONTACT: Michael Hopkins

EMAIL: MHopkins02@slb.com

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 2010/05) 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)

☒ Workers' Compensation Statutory limits, State of TX.

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

☒ Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> 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

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

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> 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

☐ 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.

Exhibit B-2



**CITY OF SUGAR LAND
PURCHASING OFFICE**

INVITATION TO BID

BID NO. 2018-07 HVAC PREVENTIVE MAINTENANCE & ON-CALL REPAIR CONTRACT

IF HAND DELIVERED:

City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479

MAILING ADDRESS:

City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **HVAC PREVENTIVE MAINTENANCE & ON-CALL REPAIR CONTRACT** for City of Sugar Land.

Sealed bids in one (1) original and two (2) copies shall be received on or before:
11:00 A.M., local time, Thursday, February 15, 2018

Bids must be received in City Secretary's Office before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Each bid shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED

Please note that all the bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **11:00 a.m., Thursday, February 15, 2018** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

A non-mandatory pre-bid meeting for all interested parties will be held at **10:00 a.m., Thursday, February 8, 2018**, Cane Room, City Hall, 2700 Town Center Boulevard North, Sugar Land, Texas 77479.

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than **3:00 P.M., Thursday, February 8, 2018**. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All

changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPB
Fax: 281-275-2741
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this request for bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

SECTION I **GENERAL INSTRUCTIONS**

The City of Sugar Land will receive sealed bids for: **HVAC PREVENTIVE MAINTENANCE & ON-CALL REPAIR CONTRACT**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the annual contract commencing on the latest date executed by both parties and continuing for a twelve-month period. The term of this Contract shall automatically renew without further documentation or agreement annually for four 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.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: The specifications reference specific brand names or manufacturers. The City of Sugar Land request bids on specific products for constancy of our fleet. This has been determined to be the merchandise to meet a pre-established need of the City. The City of Sugar Land shall accept no equals or substitutes.

PRICING: Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

FIRM PRICING: Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, "PRICE ADJUSTMENTS".

PRICE ADJUSTEMENTS: Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, PPI. The price will be increased or decreased based upon the annual percentage change in the PPI. The maximum escalation will not exceed +/- 5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

PRICE DECREASES/DISCOUNT INCREASES: Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

SECTION II

MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document take precedence over the contractor's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: 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)

LIABILITY AND INDEMNITY: Any 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. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information 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)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state, or local taxes for 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). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

CONTRACTUAL LIMITATIONS PERIOD: Any 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)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing 60 days' written notice to the other party.

SECTION III **OTHER TERMS AND CONDITIONS**

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information 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)

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one bid on any one contract from a firm or individual under different names shall be grounds for rejection of all bids in which the firm or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between bidders

Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking

to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Invitation to Bid, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last two pages of this document must be filled out and turned in with each bid.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS: Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Inter-Local Cooperation Agreements with the City of Sugar Land.

SECTION IV **SPECIFICATIONS**

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

PART I: PREVENTATIVE MAINTENANCE

All Technicians Servicing City of Sugar Land HVAC equipment shall be Universal Technician Certified and have 5 years' experience on chilled water systems. Preference is for factory trained technicians on York and Trane chillers. Certifications will need to be submitted for all techs that will be utilized for this contract.

A. Air Cooled Chillers:**- Quarterly**

- Clean condenser coils with water (Before & After pictures attached to inspection sheet).
- Check all compressors and motors for proper amp draws and note on inspection sheet
- Check all oil levels and note on inspection sheet
- Check all wiring terminals and tighten as needed
- Check all contactors for wear and pitting
- Check all Connections on relays
- Check operation sequence of chiller, adjust controls as required
- Check all safety controls and verify operation
- Check all oil heaters for operation
- Check operating pressures of each circuit and record and note on inspection sheet
- Check all compressors for visual leaks of oil or refrigerant and note on inspection sheet
- Inspect condenser fins for damage and or problems and note on inspection sheet
- Check entering air and leaving air of condenser
- Check interlock controls with pumps
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

- Semi-Annually

- Water treatment will be tested for corrosion, scale, fouling, & biological problems, and all testing, treatment, and chemicals will be inclusive in the price for all applicable facilities: Police Department, Fire Administration, City Hall, & Airport Terminal. This should be noted on the inspection sheet.
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

- Annually

- Take oil samples on screw chillers and send off for analysis. Provide an inspection sheet with recommendations.
- Check oil on scroll chillers for moisture and acid.
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

B. Rooftop & Split Systems Units:**- Quarterly**

- Supply and change all air filters (Pleated Air Filters supplied by contractor).
- Check all belts for wear/alignment and adjust or replace as required (Belts supplied by contractor).
- Clean condenser coils with water (Before & After pictures attached on inspection sheet).
- Clean all condensate drains and install pan tabs (Pan Tabs supplied by contractor).
- Check all control wiring for problems
- Check and record all compressor run loads amps and note on inspection sheet
- Check all contactors and relays for operation and terminal connections

- Check all safety controls for operation and terminal connection, adjust as required and note on inspection sheet
 - Check all condenser fan motors for operation and lubricate as required. Check amps and note on inspection sheet
 - Check condenser motor blades
 - Check all evaporator fan motors for operation and oil as required. Check amps and note on inspection sheet
 - Inspect evaporator blower assembly, grease bearings
 - Inspect drain pan and clean as required
 - Check condenser coils for damage and visible leaks and note on inspection sheet
 - Check all evaporators for leaks and note on inspection sheet
 - Inspect all internal and external piping
 - Inspect for abnormal operational vibration and correct as required and note on inspection sheet
 - Check operation of thermostat and calibrate as required
 - **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**
- **Annually**
- Replace all belts (Belts supplied by contractor).
 - Clean evaporator coils with non-acid cleaner and water (Before & After pictures attached on inspection sheet).
 - **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

C. Air Handlers:

- **Quarterly**
- Supply and change all air filters (Pleated Air Filters supplied by contractor) (All filters must be dated and initialed by technician).
 - Check all belts for wear/alignment and adjust or replace as required (Belts supplied by contractor).
 - Clean all condensate drains and install pan tabs (Pan Tabs supplied by contractor).
 - Check motor and record amp draw and note on inspection sheet
 - Check starter for operation and wiring terminations
 - Check all bearings and grease as required
 - Visual inspection of shaft condition, and note problems on inspection sheet
 - Check and record entering and leaving air temperatures and note on inspection sheet
 - Check operation of chill and hot water valves, note leaks on inspection sheet
 - Inspect filters and log conditions
 - Visual inspection of vane blades or induction fan blades for stress cracks
 - Check and recalibrate static pressure sensors
 - Check and recalibrate humidity controls as required
 - Check variable speed drives for normal operation and blow out dust.
 - **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

- **Annually**

- Replace all belts (Belts supplied by contractor).
- Clean evaporator coils with non-acid cleaner and water (Before & After pictures attached on inspection sheet).
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

D. Chiller Pumps:

- **Quarterly**

- Check motor and record amp draw and note on inspection sheet
- Check seals for leaks and or excessive wear and note on inspection sheet
- Check inboard and outboard bearings and grease
- Visual inspection of alignment of motor to pump
- Inspect coupler for proper wear and alignment
- Visual inspection of starter for each pump, check wiring and tighten as required
- Check pump base for condition and proper drainage
- Check insulation on pump headers and end bells and note any defects on inspection sheet
- Check all setscrews and keyways
- Check and record pump pressures and note on inspection sheet
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

E. Air Compressor and Pressure Station - Police/Courts Building Only

- **Quarterly**

- Check for correct leaving pressure from compressor and adjust pressure switch as needed and note on inspection sheet
- Check operation of auto drain
- Check wear/alignment of belts and adjust or replace as required (Belts supplied by contractor).
- Check oil level and add as required
- Check inlet filters and clean as required
- Check and verify relief operation and setting
- Check and drain oil and water separator
- Check and verify operation of air dryer and replace as required
- Clean condenser coil on air dryer as required
- Check un-loader operation, adjust as needed
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

- **Annually**

- Replace all belts (Belts supplied by contractor).
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

F. Fire Dampers:**- Annually**

- Fire dampers will be inspected, signed, and dated to ensure they are functioning correctly.
- **Separate inspection sheet must be sent to Facilities Management.**
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

G. VAV Boxes:**- Semi-Annually**

- Provide and change all air filters every 6 months (Pleated Air Filters supplied by contractor).
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

H. Exhaust Fans**- Quarterly**

- Check motor amperage and note on inspection sheet.
- Check all belts for wear/alignment and adjust or replace as required (Belts supplied by contractor).
- Grease bearings
- **All issues discovered during PM's will be sent to Facilities Supervisor in writing the day of inspection.**

- Annually

- Replace all belts (Belts supplied by contractor).

PART II: FACILITY LOCATIONS & SYSTEMS

S/No	Facility	Address	System
1	Airport Terminal	12888 Highway 6	<u>Trane 80 Ton Trane Chiller:</u> Model #RTAA0804XR01A3D1QKMNB Serial#: U05G03134 <u>(2) Air Handler Units:</u> A/H UNIT #1S: Trane Model: MCCB025UA0C0UB A/H UNIT #1N: Trane Model: MCCD025UAOC0UV <u>(1) 5 Ton Trane Split System:</u> Model # 2TT0060A4000AA <u>(25) Krueger VAV Boxes:</u> <u>(2) Fresh Blowers:</u> <u>(2) Exhaust Fans:</u>
2	Airport Base Pilots Center	224 Terminal Lane	<u>Carrier 3 Ton Condensing Unit #1:</u> Model: 24ACB336A500 <u>Carrier 3 Ton Air Handler Unit #1:</u> Model: FY4ANF036 <u>Carrier 4 Ton Condensing Unit #3:</u> Model: 24ACB348A500 <u>Carrier 4 Ton Air Handler Unit #3:</u> Model: FY4NF048 <u>Carrier 5 Ton Condensing Unit #2:</u> Model: 24ACB360A500 <u>Carrier 5 Ton Air Handler Unit #2:</u> Model: FY4NB060
3	Airport Control Tower	12888 Hwy 6 South	<u>Roof Top Unit #1:</u> 2.5 Ton: Carrier Model: 50ES-A30—30TP Serial #: 0314C10857 <u>Roof Top Unit #2:</u> 2.5 Ton: Carrier Model: 50ES-A30—30TP Serial #: 0214C10300 <u>Roof Top Unit #3:</u> 4 Ton: Trane Model: TTX048D100AO <u>Ductless Split System:</u> 3 Ton: Daiker Model: FXZQ <u>Daiker 3 Ton Condensing Unit:</u> Model: RXYMQ36PVJU
4	Airport Corporate 2 Hanger	550-A Jim Davison Drive	<u>Carrier 4 Ton Condensing Unit #2:</u> Model: 38CKC048640 <u>Carrier 4 Ton Air Handler Unit #2:</u> Model: FC4BNF048 <u>Carrier 5 Ton Condensing Unit #1:</u> Model: 38CKC060640 <u>Carrier 5 Ton Air Handler Unit #1:</u> Model: FC4BNF060 <u>Carrier 5 Ton Condensing Unit #3:</u>

			Model: 24ABB360A620 <u>Carrier 5 Ton Air Handler Unit #3:</u> Model: FB4CNF060
5	Airport Customs Building	224 Terminal Lane	<u>Carrier 3 Ton Condensing Unit #1:</u> Model: 24ANA736A300 <u>Carrier 3 Ton Air Handler Unit #1:</u> Model: FY4ANF036 <u>Carrier 4 Ton Condensing Unit #2:</u> Model: 24ANA748A300 <u>Carrier 4 Ton Air Handler Unit #2:</u> Model: FYANF048 <u>Fujitsu 1.5 Ton Condensing Unit #3:</u> Model: AOU18CL <u>Fujitsu 1.5 Ton Ductless Fan Condensing Unit #3:</u> Model: ASU185CL
6	Airport Houston Aviation Hanger	12888 Hwy 6 South	<u>Lennox 5 Ton Condensing Unit #1:</u> Model: KCB060S4DNIP Serial #: 5615J02441 <u>Lennox 5 Ton Air Handler Unit #1:</u> Model: KCB060S4DNIP Serial #: 5615K10265
7	Airport Lighting Vault	224 Terminal Lane	<u>Carrier 5 Ton Condensing Unit #1:</u> Model: 24ABC660A300 <u>Carrier 5 Ton Air Handler Unit #1:</u> Model: FB4CNP060
8	Airport Noble Drilling Hanger	12800 Diamond Drive	<u>Allied 4 Ton Condensing Unit #1:</u> Model: 13ACDL-060-230-03 <u>Carrier 4 Ton Air Handler Unit #1:</u> Model: FYANF048
9	Airport Sugar Land Aviation Hanger	1511 Ellis	<u>York 5 Ton Package Unit #1:</u> Model: DM060C00A1AAA1A <u>Carrier 5 Ton Package Unit #2:</u> Model: 50TM-004-A-301BA <u>Carrier 4 Ton Condensing Unit #3:</u> Model: 24ACB348A500 <u>Carrier 4 Ton Fan Condensing Unit #3:</u> Model: 40QB048-300
10	Airport T-Hangers	12892 Hwy 6 South	<u>Suite A:</u> - <u>1 Ton Amana PTAC Unit:</u> Model: PTC153D35ARDA <u>Suite C:</u> - <u>1 Ton Amana PTAC Unit:</u> Model: PTC153B35AM <u>Suite E:</u> - <u>1 Ton Amana PTAC Unit:</u> Model: PTC153650AXXX <u>Suite F:</u> - <u>1 Ton Amana PTAC Unit:</u> Model: PTC153650AXXX
11	Animal Services	101 Gillingham Lane	<u>(3) Split systems:</u>

	(Dog Building)		(2) 3 Ton: Carrier Model # 24ABR360A5602 (1) 6.5 Ton: McQuay Model # RSC06F078C (2) Exhaust Fans:
12	Animal Services (Cat Building)	101 Gillingham Lane	(2) Split Type Unit 1. a. Carrier Condensing Unit Model.24ABS348A300 Serial No.3009E06106 b. Trane XE-Series Furnace Unit (No MO# and SN# available) 2. a. American Standard Condensing Unit Model No. 2TTB3048A1000AA Serial No. 83348NX4F b. Trane XE-80 Series Furnace Unit (No MO# and SN. available)
13	City Hall	2700 Town Center Blvd North	(2) York Chillers 160 Ton each, Air Cooled, Closed Loop: Chiller No. 1: Model: YCAS016EC46XGASDT-L-44S-A-B-3-L-E Serial#: RANM007510 Chiller No. 2: Model: YCAS016EC46XGASDT-L-44S-A-B-3-L-E Serial#: RANM007509 (6) Air Handler Units: AHU #1-A: Model: York CA0060848.25X09S06CC025S035WH08L AHU #1-B: Model: York CA06CC025S035WH08R A/H Unit #2-A: Model: York CA0060848.25X09S06CC025S035WH08L A/H Unit #2-B: Model: York CA0060848.25X09S06CC025S035WH08R A/H Unit #3-A: Model: York CA0060848.25X09S06CC025S035WH08L A/H Unit #3-B: Model: York CA0060848.25X09S06CC025S035WH08R (1) Fan Coil Unit: Model: C722301230 (1) Outside Fresh Air Rooftop A/H Unit: Model: York CP305 FC 0 460 (1) 3 Ton Liebert: Model: BJ036EASM (2) 7.5 Ton Liebert: Model VH075A-AAEI, Model DE075A-AAEI (87) Krueger VAV Boxes: (1) Exhaust Fan: (6) VFD'S (Variable Frequency Drive) for Air Handlers 1. TOSHIBA VFD-AHU 1-A Project#/Dwg# 367420/16087T00 Type Form S94150EE S/N 040205994 2. TOSHIBA VFD-AHU 1-B

			<p>Project#/Dwg# 367420/I6087T00 Type Form S94150EE S/N 040205992</p> <p>3. TOSHIBA VFD-AHU-2-A Project#/Dwg# 367420/I6087T00 Type Form S94150EE S/N 040205990</p> <p>4. TOSHIBA VFD-AHU-2-B Project#/Dwg# 367420/I6087T00 Type Form S94150EE S/N 040205993</p> <p>5. TOSHIBA VFD-AHU-3-A Project#/Dwg# 367420/I6087T00 Type Form S94150EE S/N 040205995</p> <p>6. TOSHIBA VFD-AHU-3-B Project#/Dwg# 367420/I6087T00 Type Form S94150EE S/N 040205991</p> <p><u>(3) Chilled Water Pump motors and VFD's</u></p> <p>1. TECO WESTINGHOUSE (Motor) Type ASGHUW 001 Cat No. DTP0104 S/N ZAP415C517019</p> <p>2. TECO WESTINGHOUSE (Motor) Type ASGANE Cat. No. DTP0104 S/N 4383290002</p> <p>3. TECO WESTINGHOUSE (Motor) Type ASGANE Cat. No. DTP0104 S/N 438329001</p> <p><u>(3) TOSHIBA VFD's (Variable Frequency Drives)</u></p> <p>1. TOSHIBA VFD-CHWP -1 Project#/Dwg# 367415/I6087T00 Type Form: S94075EE S/N: 040205957</p> <p>2. TOSHIBA VFD-CHWP-2 Project#/Dwg# 367415/I6087T00 Type Form: S904075EE S/N: 040205958</p> <p>3. TOSHIBA VFD-CHWP-3 Project#/Dwg# 367415/I6087T00 Type Form: S904075EE S/N:040205959</p> <p><u>(1) ABB OAHU (Outside Air Handling Unit) VFD</u></p> <p>1. ABB OAHU-1 Model: ACH550-VD-023A-4 S/N:2075102700</p>
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14	City Hall Annex	10405 Corporate Drive	<u>(2) 80-Ton Carrier Chiller Air Cooled, Closed Loop System:</u> Chiller No. 1: Model: Carrier #30RB0806140879C Serial # 3909Q73445 Chiller No. 2: Model: Carrier #30RB0806140879 Serial# 3909Q73443 5 Ton Model: Goodman: GSC130601CB <u>(5) A/H Units:</u> A/H Unit #1: Model: Carrier 39ED2338687 A/H Unit #2: Model: Carrier 239ED13 A/H Unit #3: Model: Carrier 39ED1938688 A/H Unit #4: Model: Carrier 39FD17 A/H Unit #5: Model: Carrier 39EB1738691 <u>(50) Krueger VAV Boxes:</u> <u>(2) Exhaust Fans:</u>
15	Fire Station #1	555 Matlage Way	<u>(3) Roof Top Units:</u> 8.5 Ton Model: Lennox LGA102H2 7.5 Ton Model: Lennox LGA090H2 4 Ton Model: Lennox LGA048H2 1 Ton Model: Fujitsu AOU9RQ <u>(1) Heat Pump:</u> Model: Friedrich MW09Y1F <u>(2) Exhaust Fans:</u>
16	Fire Station #2	1040 Industrial	<u>(2) Split Systems:</u> 4 Ton Model: York PA13PR060-L 5 Ton Model: York AC060X1331A <u>(4) Krueger VAV Boxes:</u> <u>A/H UNIT: CB17-135V-3</u> <u>(1) Exhaust Fan:</u>
17	Fire Station #3	2255 Settlers Way	<u>(2) Split Systems:</u> 3 Ton: Model: Goodman GSX140421KC 5 Ton: Model: York TCGD60S41SIC A/H UNIT: MC60D3XH1H A/H UNIT: GOODMAN <u>(2) Exhaust Fans:</u>
18	Fire Station #4	2100 Austin Parkway	<u>(2) Split Systems:</u> (1) 4 Ton: Model: Carrier 585TA090---14116 (1) 4 Ton: Model: Carrier 4AC13L48-7A <u>(2) Exhaust Fans</u>
19	Fire Station #5	5735 Commonwealth	<u>(3) Split Systems:</u> (2) 4 Ton: Model: Payne 13NR048-J (1) 5 Ton: Model: Payne 13NR060-J <u>(2) Exhaust Fans</u>
20	Fire Station #6	6255 Sansbury	<u>(4) Split Systems:</u> (2) 3.5 Ton: Model: York YCJD42S41SZA (2) 3 Ton: Model: Payne PA13NR036-J <u>(2) Exhaust Fans</u>
21	Fire Station #7	1301 Chatham Avenue	<u>(6) Mitsubishi Split System Heat Pumps:</u>

			(1) 3 Ton Model PUMY-P36NHMV (5) 4 Ton Model PUMY-P48HVM (8) A/H Units: (2) Model FXSQ24 (3) Model FXZQ30 (3) Model FXSQ36 (8) Cassettes: (6) Model FXAQ07 (2) Model FXAQ09 (2) Exhaust Fans:
22	Heritage Museum & Visitor Center	198 Kempner St	(1) Roof Top Unit #2: 50 Ton Model: Carrier 50P3-050612GM9XCWV (1) Exhaust Fan: Model: PennBarry FX13QGP (7) Fan Powered Units: Model: Titus DTQP
23	Police/Courts Building	1200 Highway 6	<u>2 Chillers (1) 125 Ton and (1) 60Ton, Air Cooled, Closed Loop System:</u> Chiller Trane 125 Ton Model: Trane R1AA1254XM01A3DOBFKM Serial#: U01MO2657 Chiller Carrier 60 Ton Model: Carrier 30RBA06061-08-03 Serial#: 3905Q80349 <u>9 A/H Units:</u> A/H Unit #1: Model: McQuay E879391010 A/H Unit #2: Model: LaSalle SZN-40-S A/H Unit #3: Model: Carrier 39LD1062AB1131-R A/H Unit #4: Model: Carrier 39NXV072NSL68655 A/H Unit #5: Model: Carrier 39NXV072NSL68655 A/H Unit #6: Model: Carrier 39LF1032AB1123-1 A/H Unit#7: Model: Trane MCCA030UBOA00000U A/H Unit #8: Model: Trane MCCA030GA20ABB000H <u>3 DX UNITS:</u> 4 Ton Carrier 60TM-008-501BA 7.5 Ton YC090C00A4AAA2A 3 Ton Carrier 38AK-007-601 <u>(2) Fresh Air Blowers:</u> <u>(12) Exhaust Fans:</u> <u>(80) Krueger VAV Boxes:</u> <u>Air Compressor: Quincy Duplex Air Model #</u> <u>MQCOO503D</u> <u>(2) Penn OAF (Outside Air Fan)</u> 1. PENN OAF-1

			<p>Model:MU5018 Order No.: WE 18597 TAG# OAF-1</p> <p>2. PENN OAF-2 Model:MU5018 Order No.WE 18597 Tag# :OAF-2</p> <p><u>(1) Greenheck OAI (Outside Air Intake)</u> 1. GREENHECK OAI-2 Model:GRS-30 S/N: 95E21012</p> <p><u>(1) LIEBERT UNIT- DX Unit</u> 1. LIEBERT-DX Unit Model: MMD24E-P0EDO S/N: N/A</p>
24	Public Works Maintenance	111 Gillingham Lane	<p><u>(7) Split Units:</u> 3 Ton: RUUD UAMC-036JAZ 3 Ton: GOODMAN GCGD36S21S2B Ton: (GOOD) 4 Ton: Goodman GSC130483BB 7.5 Ton: Carrier TSA090S4SNIG 5 Ton: Carrier 24ABB360A620 5 Ton: Carrier 38AUZA08AOA6AOAO 4 Ton: ALLIED 4SCU13LC148F-1 3 Ton: TRANE 4TTA3036B4000AA 20 TON: TTA240FAHOBA 15 TON: TTA180E4HOAA SAMSUNG AQX36VFUAGM A/H UNIT BOTTOM: CSAA012UAL00 A/H UNIT TOP: CSAA010UAL00</p>
25	Public Works Admin	111 Gillingham Lane	<p>20 Ton: Model Trane TTA240FAHOBA 15 Ton: Model Trane TTA180E4HOAA 3 Ton: Samsung AQX36VFUAGM A/H UNIT BOTTOM: CSAA012UAL00 A/H UNIT TOP: CSAA010UAL00</p>
26	Imperial Park Recreation Center	234 Matlage Way	<p><u>(2) 25-Ton Roof Top Units</u> Model: McQuay MPS030FEZPC3</p> <p><u>(5) Split units</u> (1) 1.5 Ton: Model: Daikin RZQ18PVJU (2) 6.5 Ton: Model: McQuay RCS06F078C (1) 7.5 Ton: Model: McQuay RCS07F090C (1) 10 Ton: Model: McQuay RCS10F120C</p> <p><u>(2) Exhaust fans</u></p>
27	Surface Water Treatment Plant	14601 Voss Road	<p><u>(14) AAON Rooftop Units</u> (1) 2 Ton Model: RQ-002-3-W-G612-000 (1) 3 Ton Model: RQ-003-3-W-E619-000 (1) 4 Ton Model: RN-004-3-A-0000-369 (1) 5 Ton Model: RQ-005-3-0-W-EA19-319 (2) 6 Ton Model: RN-006-3-A-E619-000</p>

			<p>(1) 7 Ton Model: RN-007-3-A-E619-000 (1) 10 Ton Model: RN-010-3-A-EA19-329 (1) 13 Ton Model: RN-013-3-A-EA19-000 (2) 15 Ton Model: RN-015-3-A-E619-000 (1) 18 Ton Model: RN-018-3-0-A-E619-000 (1) 20 Ton Model: RN-020-3-A-EA19-349 (1) 25 Ton Model: RN-025-3-A-E619-000 (2) 2 Ton Mitsubishi Mr. Slim Mini Split Units Model: PUZ-A24NHA4 / PKA-A24KA4 (6) 3.5 Ton Mitsubishi Mr. Slim Mini Split Units Model: PUZ-A42NHA4 / PLA-A42BA4</p>
28	T. E. Harman Center	226 Matlage Way	<p>(3) Rooftop Units (1) 15 Ton: Trane Rooftop Unit Model: 2TTA0180A4000AA (1) 10 Ton: Carrier Rooftop Unit Model: 5ZPA0120 25 Ton: McQuay Rooftop Unit Model: MP5030FEZP03</p>
29	Austin Parkway Maintenance Facility	2120 Austin Parkway	<p><u>Roof Top Unit #1:</u> 3 Ton: Armstrong Model: PCE10B36DA-2A</p>
30	City Park	225 Seventh Street	<p><u>Jim Cooper Meeting Room:</u> - <u>Carrier 5 Ton Condensing Unit #1:</u> Model: 24ABB360A340 - <u>Carrier 5 Air Handler Unit #1:</u> Model: FB4CNP060L00ADAA <u>Swimming Pool Concession:</u> - <u>Carrier 3 Ton Package Unit:</u> Model: 50ES-A36-30TP <u>Baker Field Concession:</u> - <u>Carrier 4 Ton Condensing Unit #1:</u> Model: 24APA548A300 - <u>Carrier 4 Ton Air Handler Unit #1:</u> Model: FV4BNF005000AAAA</p>
31	Duhasek Park	17034 Old Richmond Road	<p><u>York 5 Ton Condensing Unit #1:</u> Model: TCGD60S41S1C <u>York 5 Ton Air Handler Unit #1:</u> Model: MC60D3XH1H</p>
32	Eldridge Park	2511 Eldridge Road	<p><u>Meeting Room:</u> - <u>Carrier 10 Ton Condensing Unit #1:</u> Model: 38AUDA12A0A6A0A0A0 - <u>Carrier 10 Air Handler Unit #1:</u> Model: 40RUAA12A2A6A0A0A0</p>
33	First Colony Park	3232 Austin Parkway	<p><u>Meeting Room:</u> - <u>McQuay 10 Ton Condensing Unit #1:</u> Model: RCS11F125D - <u>McQuay 10 Air Handler Unit #1:</u> Model: PO-4037A-001 - <u>Carrier 3.5 Ton Condensing Unit #2:</u></p>

			<p>Model: PA13NR042-J</p> <ul style="list-style-type: none"> - <u>Carrier 3.5 Air Handler Unit #2:</u> Model: FA4BNF042 <p><u>Concession Stand #1:</u></p> <ul style="list-style-type: none"> - <u>Allied 5 Ton Condensing Unit #1:</u> Model: 45CU13LK160F-1 - <u>York 5 Ton Air Handler Unit #1:</u> Model: AHP60D3XH21H <p><u>Press Box:</u></p> <ul style="list-style-type: none"> - <u>York 3 Ton Condensing Unit #1:</u> Model: TCGD36S41S1A - <u>York 3 Ton Air Handler Unit #1:</u> Model: AHP36C3XH21H <p><u>Concession Stand #2:</u></p> <ul style="list-style-type: none"> - <u>Trane 6 Ton Condensing Unit #1:</u> Model: TTA073D300AA - <u>Trane 6 Air Handler Unit #1:</u> Model: BCHC018B2E0A4302J073 <p><u>Concession #2 Restroom:</u></p> <ul style="list-style-type: none"> - <u>Trane 4 Ton Condensing Unit #1:</u> Model: 4TTA3042A3000BA - <u>Trane 4 Ton Air Handler Unit #1:</u>
34	Imperial Park	230 Matlage Way	<p><u>Press Box:</u></p> <ul style="list-style-type: none"> - <u>Carrier 5 Ton Condensing Unit #1:</u> Model: 40RM-007-H611HC - <u>Carrier 5 Ton Air Handler Unit #1:</u> Model: 38AUZA07A0A6ADA0A0 <p><u>Concession Stand #1:</u></p> <ul style="list-style-type: none"> - <u>Carrier 5 Ton Condensing Unit #1:</u> Model: 40RM-007-H611HC - <u>Carrier 5 Air Handler Unit #1:</u> Model: 38AUZA07A0A6ADA0A0 <p><u>Concession Stand #2:</u></p> <ul style="list-style-type: none"> - <u>York 3 Ton Condensing Unit #1:</u> Model: TCGD36S41S1A - <u>York 3 Ton Air Handler Unit #1:</u> Model: AHP36C3XH21H
35	Lost Creek Park	3703 lost Creek Blvd	<p><u>Meeting Room:</u></p> <ul style="list-style-type: none"> - <u>Goodman 3.5 Ton Condensing Unit #1:</u> Model: G8X130421BB - <u>Carrier 3.5 Air Handler Unit #1:</u> Model: FA4BNF042 <p><u>Concession Stand:</u></p> <ul style="list-style-type: none"> - <u>York 1.5 Ton Condensing Unit #1:</u> Model: GCGD18521S2XB - <u>Carrier 1.5 Air Handler Unit #1:</u> Model: FB4ANF018
36	Sugar Creek Ground Water Plant	2030 Country Club Blvd	<p><u>(1) Trane 4-ton unit.</u></p> <ul style="list-style-type: none"> • Model # 4TCC3030A1000AB

			<ul style="list-style-type: none"> Serial # 10145XNS9H
37	Riverstone Ground Water Plant	16802 University Boulevard	<p><u>(2) Trane units both 2 tons' same model # for both.</u></p> <ul style="list-style-type: none"> Model # 2TTB3024A1000AA Serial # 9175XGX3F, 9175XD83F
38	North Wastewater Treatment Plant	15400 Southwest Freeway	<p><u>(1) Trane unit no tonnage info.</u></p> <ul style="list-style-type: none"> Model # TTA120A400GA Serial # 15464KDDYA <p><u>(1) Rudd Unit no tonnage info.</u></p> <ul style="list-style-type: none"> Model # UAND-060JAZ Serial # 7307 M2207 04722 <p><u>(2) Mitsubishi Mr. Slim units' same model # for both. No tonnage info.</u></p> <ul style="list-style-type: none"> Model # MUY-GE12NA Serial # 9000447, 9000453
39	South Wastewater Treatment Plant	4802 Scenic Rd.	<p><u>(2) Bard Wall mount units' tonnage not available same model # for both.</u></p> <ul style="list-style-type: none"> Model #W36A1-A00XXXXXJ Serial # 309N102754367-02, 309M102752187-02

PART III: EMPLOYEE BACKGROUND CHECK

“Employee Background Checks: The Contractor must, as a routine business practice or policy, perform background checks in compliance with federal and state law. Employee background checks must be performed at the City, County, State, and Federal levels. Employees may not provide services relating to this Contract if they are found to have any conviction relating to theft, identity fraud or vandalism in the previous five (5) years. Employees working at the Police Department must have no convictions, excluding (i) Class “C” Misdemeanor convictions; (ii) Class B Misdemeanor convictions occurring more than ten years from the date of the Contract; and (iii) Class “B” deferred adjudication dispositions occurring more than ten years from the date of the Contract. Finger printing is required for any employee working at the Police Department. The Contractor must comply with the Fair Credit Reporting Act relating to background checks.

Prior to placing an employee at a site for duty, the Contractor will furnish the City of Sugar Land with a letter stating that all employees subject to working on City property have had background checks performed and meet the requirements of this Contract.”

PART IV: SERVICES INSPECTION SHEET AND PAYMENT

1. The contractor must record all work and services provided using a contractor provided inspection sheet (approved by the City) with all preventative maintenance invoices via e-mail.

- **Failure to Provide Services:** The City's contract representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to provide services may be cause for termination of the contract.
- **Invoicing & Payment:**
 - The contractor will invoice for actual work and services upon completion.
 - **All Invoices should include material purchase receipts.**
 - Invoices submitted must reflect the purchase order number and must specify in detail the work completed for which payment is due.
 - Frequent inspections will be conducted by City staff for verification.
 - Payment for services will be made in accordance with the Pricing Schedule
 - Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order
 - Failure to submit required information may result in delay of payment or return of invoice.
 - All scheduled preventative maintenance reports/job orders/work orders must be forwarded to the Facilities Services Supervisor as soon as work is completed.
 - All on-call repair/unscheduled work must be approved in writing by the Facilities Services Supervisor or City-authorized designee.
 - No payment will be made under the contract until and unless the Facilities Services Supervisor has approved the services performed.
 - Prices shown on the pricing schedule form (for scheduled services) are all inclusive and no other charges are authorized. It is the responsibility of the contractor to pay for any additional expenses incurred.
 - If the City of Sugar Land disputes payment of all or any portion of an invoice from the awarded contractor, the awarded contractor will be notified of such dispute, and both parties will attempt in good faith to resolve the dispute. The City shall not be required to pay any disputed portion of an awarded contractor's invoice. Notwithstanding, any such dispute, the awarded contractor must continue to perform the services and produce deliverables in compliance with the terms of this agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to the awarded contractor.

SECTION V
REQUIRED FORMS
BID NO. 2018-07

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, will result in the bid being rejected.

1. Bidder Certification and Addenda Acknowledgment
2. Tabulation Sheet
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. State of Texas – House Bill 89 Verification Form
7. Certifications - Required in Part I: Preventative Maintenance

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	January 31, 2018 & February 7, 2018
2	ITB Posted to www.publicpurchase.com	January 31, 2018
3	Questions Deadline	Thursday, February 8, 2018 @ 3:00 pm
4	Questions Answered and Addendum posted	Friday, February 9, 2018 @ 3:00 pm
5	Bids Due	Thursday, February 15, 2018 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☐ 4. REFERENCES AND CIQ FORM COMPLETED
- ☐ 5. CERTIFICATION REGARDING DEBARMENT COMPLETED
- ☐ 6. STATE OF TEXAS – HOUSE BILL 89 VERIFICATION FORM COMPLETED
- ☐ 7. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 8. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SUGAR LAND
 CITY SECRETARY OFFICE, 1ST FLOOR, ROOM 122
 2700 TOWN CENTER BLVD. NORTH
 SUGAR LAND, TEXAS 77479

- ☐ 9. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
 COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

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 line 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:

AGENTS NAME:

AGENTS TITLE:

MAILING ADDRESS:

CITY, STATE, ZIP:

PHONE & FAX NUMBERS:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

DATE:

TABULATION SHEET

Pricing shall include travel/trip time, supervision, consulting, equipment or tools required to perform the services. Contractor shall quote pricing as specified on this sheet, no exceptions will be made. **(Pricing will be all-inclusive to include all labor, material, etc.)**

QUOTED PRICES ARE FIRM AND SHALL NOT BE INCREASED DURING THE TERM OF THE CONTRACT.

PART I: PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS

Facility	Quarterly Price
Airport Terminal	\$
Airport Base Pilots Center	\$
Airport Control Tower	\$
Airport Corporate 2 Hanger	\$
Airport Customs Building	\$
Airport Houston Aviation Hanger	\$
Airport Lighting Vault	\$
Airport Noble Drilling Hanger	\$
Airport Sugar Land Aviation Hanger	\$
Airport T-Hangers	\$
***Animal Services (Dog Building)	\$
***Animal Services (Cat Building)	\$
City Hall	\$
City Hall Annex	\$
Fire Station #1	\$
Fire Station #2	\$
Fire Station #3	\$
Fire Station #4	\$

CITY OF SUGAR LAND**INVITATION TO BID NO 2018-07**

Fire Station #5	\$
Fire Station #6	\$
Fire Station #7	\$
Heritage Museum/Visitor Center	\$
Police/Courts Building	\$
Public Works	\$
Imperial Park Recreation Center	\$
Surface Water Treatment Plant	\$
T. E. Harman Center	\$
Austin Parkway Maintenance Facility	\$
City Park	\$
Duhacsek Park	\$
Eldridge Park	\$
First Colony Park	\$
Imperial Park	\$
Lost Creek Park	\$
Sugar Creek Ground Water Plant	\$
Riverstone Ground Water Plant	\$
North Wastewater Treatment Plant	\$
South Wastewater Treatment Plant	\$

***** Monthly service required at these locations; all quarterly tasks to be completed on a monthly basis.**

TOTAL QUARTERLY PRICE: \$ _____

PART II: OPTIONAL ON-CALL REPAIR PRICES NEEDED

**** These prices will be used for on-call HVAC repairs and replacements, but do not guarantee awarded contractor all HVAC repairs and replacements at City of Sugar Land Facilities. ****

A. Hourly rates for all locations: (Planned and Emergency Services)

• Hourly Rates:	<u>Regular</u>	<u>Overtime</u>
➤ Skilled	\$ _____	\$ _____
➤ Unskilled	\$ _____	\$ _____

B. Other Charges:

➤ Trip Charge (Roundtrip) \$ _____

C. Mark up on Contractor's Cost: Parts & Materials

Year 1	Year 2	Year 3	Year 4	Year 5
%	%	%	%	%

*****No mark up on Freight & Shipping.**

WARRANTY: _____

PART III: EMERGENCY/NON-EMERGENCY RESPONSE TIME

- A. Emergency – Three (3) hours (Life & Safety):** The Contractor shall respond to on-site emergencies within three (3) hours of notification. It is the contractor's responsibility to have a 24/7 point of contact that ensures an on-site emergency response within three (3) hours of contact. Failure to respond to a request for emergency service can be cause to terminate the contract.
- B. Non-emergency –**The contractor shall respond to all non-emergency work within Eight (8) business hours of request.
- C. Overtime Services:** Approval is required prior to the commencement of any overtime repair/unscheduled work.

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES _____

CORPORATION:___ PARTNERSHIP:___ PROPRIETORSHIP:___ L.L.C. ___ L.L.P. _____

YEAR EST _____ NO. OF YEARS IN BUSINESS _____ FEDERAL ID NO. _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP : _____

PHONE NO. _____

**BIDDER CUSTOMER / CLIENT REFERENCES
OF SIMILAR SIZE/SCOPE**

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

4. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____



CITY OF SUGAR LAND

CONTRACTOR INFORMATION

Name: _____

Address: _____

Principal Contact: _____

Tax ID Number: _____

Project Number: _____

Project Name: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the city of Sugar Land, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under the laws of the State of Texas.

Signature/Authorized Certifying Official_____
Typed Name and Title_____
Prospective Contractor/Organization_____
Date Signed_____
State Contractor License No. (if any)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p>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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px; height: 100px;"> 4 </div>		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of
(Person name)

(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. Does not boycott Israel currently; and
2. 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 sole proprietorship, 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.*

DATE

POSITION / TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

SAMPLE

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES
Over \$50K
(Rev. 1-4-16)**

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount: \$

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

Termination Date: (See III C)

Renewal: This contract will renew automatically under the same terms and conditions for four (4) additional one-year terms, subject to the termination provisions in Section III C.

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. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the 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). Accordingly, those taxes may not be added to any bill.

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 1, 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 1, 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. Any 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 either 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 either 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. Any 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. 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.

P. 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

IV. Additional Terms or Conditions. None.

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. Certificate of Interested Persons with Certification of Filing
- A-2. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. (Name of attachment) (date) (pages)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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 2010/05) 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

Questions, please contact Todd Reed, Purchasing Manager, City of Sugar Land 281 275-2734

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy - must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land.
Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (**See Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
 - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

INSURANCE REQUIREMENTS HVAC PREVENTIVE MAINTENANCE & ON-CALL REPAIR CONTRACT

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

Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> 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

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	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
- ☐ 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)
- ☐ 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.

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

BIDDER _____ SIGNATURE _____