

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

\$1M and Greater  
(Rev. 1-9-20)

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

**CITY OF SUGAR LAND**

**By:**

**Date:**

**Title:**

**CONTRACTOR:**



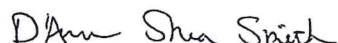
**By:** Michael Palermo

**Date:** 1/21/2020

**Title:** General Manager

**Company:** Westco Grounds Maintenance Co., Inc.

APPROVED AS TO FORM:



**II. General Information and Terms.**

Contractor's Name and Address: Westco Grounds Maintenance Co., Inc.  
12350 Taylor Road  
Houston, TX 77041

Description of Services: Parks Landscape Maintenance Services

Maximum Contract Amount: \$2,776,939.05 (\$555,387.81/year x 5 years)

Effective Date: March 1, 2020

Termination Date: Twelve months from the Effective Date.

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

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

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

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

D. Liability and Indemnity. 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. 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. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

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

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

S. Preservation and Provision of Contracting Information. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. That subchapter applies to contracts for the purchase of goods and services by the City where: (1) the Maximum Contract Amount in Sec. II is \$1,000,000.00 or greater; and/or (2) will result in the expenditure of at least \$1,000,000.00 by the City in a fiscal year.

For the duration of the Contract, and in accordance with records retention requirements governed by Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7, and any other applicable statute, ordinance, or policy, Contractor will preserve all contracting information, as defined by Section 552.003 of the Texas Government Code, related to this Contract. Upon receiving a written request from the City, Contractor will promptly provide any contracting information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor will either: (1) provide, at no cost to the City, all contracting information related to this Contract that is in the custody or possession of Contractor; or (2) preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**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 (1 page)
- A-2. Westco Grounds Maintenance Co., Inc.'s Bid in Response to Invitation to Bid No. 2020-08 Parks Landscape Maintenance Services (47 pages)
- A-3. House Bill 89 Verification (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (4 pages)
- B-2. Invitation to Bid No. 2020-08 Parks Landscape Maintenance Services (71 pages)
- B-3. Addendum No. 1 to ITB 2020-08 dated November 20, 2019 (1 page)
- B-3. Addendum No. 2 to ITB 2020-08 dated December 5, 2019 (4 pages)

**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*

# 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:  
2019-569292

Date Filed:  
12/12/2019

Date Acknowledged:

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

Westco Grounds Maintenance Co., 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 Sugar Land

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.

2020-08  
Sugar Land Parks Landscape Maintenance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Eberle, Kenneth	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Michael Palermo, and my date of birth is 6/8/1957.

My address is 12350 Taylor Rd, Houston, TX, 77041, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 12 day of Dec, 20 19.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



**EXHIBIT A-2**

Westco Grounds Maintenance Co., Inc.'s Bid in Response to Invitation to Bid No. 2020-08 Parks  
Landscape Maintenance Services

*(See Attached)*



**CITY OF SUGAR LAND  
PURCHASING OFFICE**

**INVITATION TO BID  
BID NO. 2020-08 PARKS LANDSCAPE MAINTENANCE SERVICES**

**ADDENDUM #2  
THURSDAY, DECEMBER 5, 2019**

**Questions**

1. Also, at River Park Trail Park, east and west of 90, where are we allowed to park to service the trails?  
**Parking for the River Park trails can be done at either Park at the Levee driveway or you can park at the powerline easement, i.e. the tractor mow area located on the River Park Trail West Map.**
2. Do we need to blow off the leaves on the pathway or leave the trail natural? Are we primarily keeping the vegetation off the trails on each side?  
**The leaves on the natural surface trails do not specifically need to be blown off with a backpack blower. When these trails are mowed, the discharge from the mowers can assist removed organic tree from the trails as the mowers go along. Do not discharge onto the trails. All limbs and trash must be removed from the trails. The primary thing it to mow the grass/weeds on both sided of the trail and keep the trail clearances.**
3. Can we get the boundary lines shown on the site plan between Oyster Creek and Lost Creek Parks? The pricing schedule shows them separated and I would like to know what areas go to what park.

**There really is not a divider line between these two parks since it is all park property. For invoice and estimating purposes, we have included a simple divider line between these two parks in lime green line below.**



4. Are we able to use a riding reel mower for the larger soccer fields?  
**Reel mowing is not a requirement in this contract. You can use a reel mower if you prefer, but it is not a requirement. A properly working zero turn rotary mower is fine to use on the soccer fields.**
5. On the trail branch removal, is there a size limit that is included in base contract? Say a 3" or larger caliber tree falls across the path, is cutting that size up a removing supposed to be included?  
**The specifications does not give a size limit. We can say that in the past, if a large tree around 5-6" or more diameter falls on the trails, parks staff has taken care of it in the past.**
6. Are we able to operate a cart on the wooded trails for trash and debris?  
**Yes, as long as it is being operated in a safe manner and not making ruts.**
7. On the price sheet can I state "Included" on the line for bed maintenance? The reason is it will just be an estimate for that specific line item broken out from the base mowing as we just look at the site as a whole to maintain.  
**We would not recommend this. We want the prices broken out so we can see what the Parks Department is paying for each month and if something does not need to get done, then we know how much it is.**

8. Do you all know the quantities for each park for the mulch?

**This information is not known at this time.**

9. What is the current price for the services that are being provided for you all at this time for these services.

**The contract was initially awarded for \$331,421.75. The original bid required pricing for Brazos River Park and the Festival Site. Both parks were included as alternates (because those parks would require services after the initial start of the contract.) However, contractors were asked to provide costs as the City intended to include those Parks once we reached the maintenance period. With amending the contract to include those parks along with addition of several other parks (Cullinan, Mayfield, and the Plaza) over the years – the total has grown to approximately \$490K.**

**\*\*This addendum must be acknowledged in the bid package\*\***





**XIII. BID TABULATION**

unit cost

freq

Total Cost

**COMMUNITY PARKS****COPY**

City Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing	\$19.09	44	\$839.85
Schedule B - Turf mowing, edging, and line trimming	\$213.78	44	\$9,406.32
Plant bed maintenance	\$85.97	44	\$3,782.68
Litter, trash, and debris removal	\$61.08	104	\$6,352.32
Fertilizer application	\$407.20	2	\$814.40
Fire Ant Bait application	\$173.06	2	\$346.12
Landscape bed mulch	\$559.90	2	\$1,119.80
Backflow inspection (2 backflows)	\$305.40	1	\$305.40
<b>Total City Park</b>			<b>\$22,966.89</b>

**Add Alternates**

Schedule A - Field mowing	\$19.09	2	\$38.18
Schedule B - Turf mowing, edging, and line trimming	\$203.60	2	\$407.20
Tree & Vine/Woods maintenance	no bid	17	no bid

Duhacsek Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$160.34	44	\$7,054.74
Schedule E - Tractor mowing	\$732.96	14	\$10,261.44
Plant bed maintenance	\$64.48	44	\$2,837.01
Litter, trash, and debris removal	\$45.81	104	\$4,764.24
Fertilizer application	\$305.40	2	\$610.80
Fire Ant Bait Application	\$129.80	2	\$259.59
Landscape bed mulch	\$254.50	2	\$509.00
Backflow inspection (1 backflow)	\$152.70	1	\$152.70
<b>Total Duhacsek Park</b>			<b>\$26,449.52</b>

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	\$152.70	2	\$305.40
Tree & vine/woods maintenance	no bid	17	no bid

Eldridge Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing	\$171.02	44	\$7,525.06
Schedule B - Turf mowing, edging, and line trimming	\$267.23	44	\$11,757.90
Plant bed maintenance	\$107.46	44	\$4,728.36
Litter, trash, and debris removal	\$76.35	104	\$7,940.40
Fertilizer application	\$509.00	2	\$1,018.00
Fire Ant Bait application	\$216.33	2	\$432.65
Rye Grass Application	\$0.00	1	\$0.00
Landscape bed mulch	\$763.50	2	\$1,527.00
Backflow inspection (4 backflows)	\$610.80	1	\$610.80
<b>Total Eldridge Park</b>			<b>\$35,540.16</b>

**Add Alternates**

Schedule A - Field mowing	\$162.88	2	\$325.76
Schedule B - Turf mowing, edging, and line trimming	\$254.50	2	\$509.00
Tree & vine/woods maintenance	no bid	17	no bid

First Colony Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing	\$26.72	44	\$1,175.79
Schedule B - Turf mowing, edging, and line trimming	\$224.47	44	\$9,876.64
Plant bed maintenance	\$90.27	44	\$3,971.82
Litter, trash, and debris removal	\$64.13	104	\$6,669.94
Fertilizer application	\$427.56	2	\$855.12
Fire Ant Bait application	\$181.71	2	\$363.43
Landscape bed mulch	\$763.50	2	\$1,527.00
<b>Total First Colony Park</b>			<b>\$24,439.73</b>

**Add Alternates**

Schedule A - Field mowing	\$26.72	2	\$53.45
Schedule B - Turf mowing, edging, and line trimming	\$213.78	2	\$427.56
Tree & vine/woods maintenance	no bid	17	no bid



Imperial Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$481.01	44	\$21,164.22
Plant bed maintenance	\$193.43	44	\$8,511.04
Tree & Vine/Woods maintenance	\$25.45	17	\$432.65
Litter, trash, and debris removal	\$137.43	104	\$14,292.72
Fertilizer application	\$916.20	2	\$1,832.40
Fire Ant Bait application	\$389.39	2	\$778.77
Landscape bed mulch	\$1,018.00	2	\$2,036.00
Backflow inspection (2 backflows)	\$305.40	1	\$305.40
<b>Total Imperial Park</b>			<b>\$49,353.20</b>

#### Add Alternates

Schedule A - Field mowing	NA	2	NA
Schedule B - Turf mowing, edging, and line trimming	\$458.10	2	\$916.20

Lost Creek Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing	\$138.96	44	\$6,114.11
Schedule B - Turf mowing, edging, and line trimming	\$192.40	44	\$8,465.69
Schedule D - Trail Maintenance	\$71.26	46	\$3,277.96
Schedule E - Tractor	\$977.28	14	\$13,681.92
Plant bed maintenance	\$77.37	44	\$3,404.42
Tree & Vine/Woods maintenance	\$25.45	17	\$432.65
Litter, trash, and debris removal	\$54.97	104	\$5,717.09
Fertilizer application	\$631.16	2	\$1,262.32
Fire Ant Bait application	\$268.24	2	\$536.49
Landscape bed mulch	\$763.50	2	\$1,527.00
<b>Total Lost Creek Park</b>			<b>\$44,419.64</b>

#### Add Alternates

Schedule A - Field mowing	\$132.34	2	\$264.68
Schedule B - Turf mowing, edging, and line trimming	\$183.24	2	\$366.48



Oyster Creek Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$299.29	44	\$13,168.85
Schedule D - Trail Maintenance	\$61.08	46	\$2,809.68
Schedule E - Tractor mowing	\$702.42	14	\$9,833.88
Plant bed maintenance	\$120.36	44	\$5,295.76
Tree & Vine/Woods maintenance	\$25.45	17	\$432.65
Litter, trash, and debris removal	\$85.51	46	\$3,933.55
Fertilizer application	\$570.08	2	\$1,140.16
Fire Ant Bait application	\$242.28	2	\$484.57
Rye Grass application	\$0.00	1	\$0.00
Landscape bed mulch	\$254.50	2	\$509.00
Backflow inspection (3 backflows)	\$458.10	1	\$458.10
<b>Total Oyster Creek Park</b>			<b>\$38,066.20</b>
<b>Add Alternates</b>			
Schedule A - Field mowing	\$0.00	2	\$0.00
Schedule B - Turf mowing, edging, and line trimming	\$285.04	2	\$570.08

Sugar Land Memorial Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$694.79	44	\$30,570.54
Schedule D - Trail Maintenance (Brindley Trail)	\$254.50	14	\$3,563.00
Plant bed maintenance	\$279.40	44	\$12,293.72
Litter, trash, and debris removal	\$198.51	104	\$20,645.04
Irrigation inspection	\$0.00	0	\$0.00
Fertilizer application	\$1,323.40	2	\$2,646.80
Fire Ant Bait application	\$562.45	2	\$1,124.89
Rye Grass application	\$0.00	1	\$0.00
Landscape bed mulch	\$1,018.00	2	\$2,036.00
Backflow inspection (3 backflows)	\$458.10	1	\$458.10
<b>Total Sugar Land Memorial Park</b>			<b>\$73,338.09</b>

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	\$661.70	2	\$1,323.40
Tree & vine/woods maintenance	no bid	17	no bid

Tirz No. 4 Plaza	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$11.76	44	\$517.35
Plant bed maintenance	\$4.73	44	\$208.05
Fertilizer application	\$22.40	2	\$44.79
Litter, trash, and debris removal	\$3.36	104	\$349.38
Fire Ant Bait application	\$9.52	2	\$19.04
Landscape bed mulch	\$763.50	2	\$1,527.00
Backflow inspection (3 backflows)	\$458.10	1	\$458.10
<b>Total TIRZ No. 4 Plaza</b>			<b>\$3,123.70</b>

#### Add Alternates

Schedule B - Turf mowing, edging, and line trimming	\$11.20	2	\$22.40
Tree & vine/woods maintenance	no bid	17	no bid

Brazos River Park & Crown Festival Site	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$748.23	44	\$32,922.12
Schedule B - Road to Memorial Park	\$74.82	44	\$3,292.21
Schedule E - Tractor mowing	\$794.04	14	\$11,116.56
Schedule F - Tractor Mowing 2x a Year	\$479.48	2	\$958.96
Plant bed maintenance	\$30.09	44	\$1,323.94
Tree & vine/woods maintenance	\$25.45	17	\$432.65
Litter, trash, and debris removal	\$213.78	104	\$22,233.12
Fire Ant Bait application	\$605.71	2	\$1,211.42
Landscape bed mulch (Including All Parking Lot Trees)	\$1,018.00	2	\$2,036.00
Backflow inspection (2 backflows)	\$305.40	1	\$305.40
<b>Total Brazos River Park</b>			<b>\$75,832.38</b>

#### Add Alternates

Schedule B - Turf mowing, edging, and line trimming	\$712.60	2	\$1,425.20
Schedule B - Road to Memorial Park	\$71.26	2	\$142.52

Cullinan Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$117.58	44	\$5,173.48
Schedule B - 1 acre ATU Spray Head Area	\$10.69	44	\$470.32
Tree & vine/woods maintenance	\$25.45	17	\$432.65
Litter, trash, and debris removal	\$31.59	104	\$3,493.78
Fire Ant Bait application	\$95.18	2	\$190.37
			\$0.00
Landscape bed mulch (130 New Trees Only)	\$254.50	2	\$509.00
			\$0.00
<b>Total Cullinan Park</b>			<b>\$10,269.58</b>

#### Add Alternates

Schedule B - Turf mowing, edging, and line trimming	\$111.98	2	\$223.96
Schedule B - 1 acre ATU Spray Head Area	\$10.18	2	\$20.36

#### Neighborhood PARKS

Colony Bend	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$37.41	44	\$1,646.11
Plant bed maintenance	\$15.04	44	\$661.97
			\$0.00
Litter, trash, and debris removal	\$10.69	46	\$491.69
Fertilizer application	\$71.26	2	\$142.52
Ant Bait application	\$30.29	2	\$60.57
Landscape bed mulch	\$203.60	2	\$407.20
<b>Total Colony Bend Park</b>			<b>\$3,410.06</b>

#### Add Alternate

Schedule C - Turf mowing, edging, and line trimming	\$35.63	2	\$71.26
Tree & vine/woods maintenance	no bid	17	no bid

Covington West	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$5.34	44	\$235.16
Plant bed maintenance	\$2.15	44	\$94.57
Litter, trash, and debris removal	\$1.53	46	\$70.24
Fertilizer application	\$10.18	2	\$20.36
Ant Bait application	\$4.33	2	\$8.65
Landscape bed mulch	\$254.50	2	\$509.00
<b>Total Covington West Park</b>			<b>\$937.98</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$5.09	2	\$10.18
Tree & vine/woods maintenance	no bid	17	no bid

Highlands Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$53.45	44	\$2,351.58
Plant bed maintenance	\$21.49	44	\$945.67
Litter, trash, and debris removal	\$15.27	46	\$702.42
Fertilizer application	\$101.80	2	\$203.60
Ant Bait Application	\$43.27	2	\$86.53
Landscape bed mulch	\$101.80	2	\$203.60
<b>Total Highlands Park</b>			<b>\$4,493.40</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$50.90	2	\$101.80
Tree & vine/woods maintenance	no bid	17	no bid

Lonnie Green Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$21.38	44	\$940.63
Plant bed maintenance	\$8.60	44	\$378.27
Litter, trash, and debris removal	\$6.11	46	\$280.97
Fertilizer application	\$40.72	2	\$81.44
Ant Bait application	\$17.31	2	\$34.61
Landscape bed mulch	\$152.70	2	\$305.40
<b>Total Lonnie Green Park</b>			<b>\$2,021.32</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$20.36	2	\$40.72
Tree & vine/woods maintenance	no bid	17	no bid

Mayfield Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$48.10	44	\$2,116.42
Plant bed maintenance	\$19.34	44	\$851.10
Litter, trash, and debris removal	\$13.74	46	\$632.18
Fertilizer application	\$0.00	2	\$0.00
Ant Bait Application	\$37.21	2	\$74.42
Landscape bed mulch	\$101.80	2	\$203.60
Backflow inspection (1 backflow)	\$152.70	1	\$152.70
<b>Total Mayfield Park</b>			<b>\$4,030.42</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$45.81	2	\$91.62
Tree & vine/woods maintenance	no bid	17	no bid

Mesquite Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$27.79	44	\$1,222.82
Plant bed maintenance	\$11.18	44	\$491.75
Litter, trash, and debris removal	\$7.94	46	\$365.26
Fertilizer application	\$52.94	2	\$105.87
Ant Bait application	\$22.50	2	\$45.00
Landscape bed mulch	\$0.00	2	\$0.00
<b>Total Mesquite Park</b>			<b>\$2,230.70</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$26.47	2	\$52.94
Tree & vine/woods maintenance	no bid	17	no bid

Meadow Lakes Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$59.86	44	\$2,633.77
Plant bed maintenance	\$24.07	44	\$1,059.15
Litter, trash, and debris removal	\$17.10	46	\$786.71
Fertilizer application	\$114.02	2	\$228.03
Ant Bait application	\$48.46	2	\$96.91
Landscape bed mulch	\$101.80	2	\$203.60
<b>Total Meadow Lakes Park</b>			<b>\$5,008.18</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$57.01	2	\$114.02
Tree & vine/woods maintenance	no bid	17	no bid

Park at the Levee	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$32.07	44	\$1,410.95
Plant bed maintenance	\$12.90	44	\$567.40
Litter, trash, and debris removal	\$9.16	46	\$421.45
Fertilizer application	\$61.08	2	\$122.16
Ant Bait application	\$25.96	2	\$51.92
Landscape bed mulch	\$407.20	2	\$814.40
Backflow inspection (1 backflow at park and 1 at Splash Pad)	\$305.40	1	\$305.40
<b>Total Park at the Levee</b>			<b>\$3,693.68</b>

#### Add Alternate

Schedule C - Turf mowing, edging, and line trimming	\$30.54	2	\$61.08
Tree & vine/woods maintenance	no bid	17	no bid

River Gable Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$5.34	44	\$235.16
Plant bed maintenance	\$2.15	44	\$94.57
			\$0.00
Litter, trash, and debris removal	\$1.53	46	\$70.24
Fertilizer application	\$10.18	2	\$20.36
Ant Bait application	\$4.33	2	\$8.65
Landscape bed mulch	\$50.90	2	\$101.80
<b>Total River Gable Park</b>			<b>\$530.78</b>

#### Add Alternate

Schedule C - Turf mowing, edging, and line trimming	\$5.09	2	\$10.18
Tree & vine/woods maintenance	no bid	17	no bid

Settlers Way Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$64.13	44	\$2,821.90
Plant bed maintenance	\$25.79	44	\$1,134.81
Litter, trash, and debris removal	\$18.32	46	\$842.90
Fertilizer and Fire Ant bait application	\$366.48	2	\$732.96
Ant Bait application	\$51.92	2	\$103.84
Landscape bed mulch	\$254.50	2	\$509.00
Backflow inspection (2 backflows)	\$305.40	1	\$305.40
<b>Total Settlers Way Park</b>			<b>\$6,450.80</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$61.08	2	\$122.16
Tree & vine/woods maintenance	no bid	17	no bid

Slockett Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$90.86	44	\$3,997.69
Plant bed maintenance	\$36.54	44	\$1,607.64
Litter, trash, and debris removal	\$25.96	46	\$1,194.11
Fertilizer application	\$173.06	2	\$346.12
Ant Bait application	\$73.55	2	\$147.10
Landscape bed mulch	\$101.80	2	\$203.60
<b>Total Slockett Park</b>			<b>\$7,496.26</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$86.53	2	\$173.06
Tree & vine/woods maintenance	no bid	17	no bid



Sugar Lakes Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$38.48	44	\$1,693.14
Plant bed maintenance	\$15.47	44	\$680.88
Litter, trash, and debris removal	\$10.99	46	\$505.74
Fertilizer application	\$73.30	2	\$146.59
Ant Bait application	\$31.15	2	\$62.30
Landscape bed mulch	\$101.80	2	\$203.60
Backflow inspection (1 backflow)	\$152.70	1	\$152.70
<b>Total Sugar Lakes Park</b>			<b>\$3,444.96</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$36.65	2	\$73.30
Tree & vine/woods maintenance	no bid	17	no bid

Sugar Mill Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$54.51	44	\$2,398.61
Plant bed maintenance	\$21.92	44	\$964.58
Litter, trash, and debris removal	\$15.58	46	\$716.47
Fertilizer application	\$103.84	2	\$207.67
Ant Bait application	\$44.13	2	\$88.26
Landscape bed mulch	\$203.60	2	\$407.20
Backflow inspection (1 backflow)	\$152.70	1	\$152.70
<b>Total Sugar Mill Park</b>			<b>\$4,935.50</b>

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	\$51.92	2	\$103.84
Tree & vine/woods maintenance	no bid	17	no bid

Thomas James Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$5.34	44	\$235.16
Plant bed maintenance	\$2.15	44	\$94.57
Litter, trash, and debris removal	\$1.53	46	\$70.24
Fertilizer application	\$10.18	2	\$20.36
Ant Bait application	\$4.33	2	\$8.65
Landscape bed mulch	\$254.50	2	\$509.00
<b>Total Thomas James Park</b>			<b>\$937.98</b>
<b>Add Alternate</b>			
Schedule C - Turf mowing, edging, and line trimming	\$5.09	2	\$10.18
Tree & vine/woods maintenance	no bid	17	no bid

#### MUNICIPAL PROPERTY

Gannoway Lake	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	\$32.07	44	\$1,410.95
Litter, trash, and debris removal	\$9.16	46	\$421.45
Tree & vine/woods maintenance	\$50.90	14	\$712.60
<b>Total Gannoway Lake</b>			<b>\$2,545.00</b>

#### Add Alternate

Schedule C - Turf mowing, edging, and line trimming	\$30.54	2	\$61.08
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River Park - Trail & Centerpoint Easement	Unit Cost	# of frequencies	Total Cost
Schedule D - Trail Maintenance	\$509.00	14	\$7,126.00
Schedule E - Tractor mowing	\$262.64	14	\$3,677.02
Litter, trash, and debris removal	\$27.49	14	\$384.80
Tree & vine/woods maintenance	\$50.90	17	\$865.30
<b>Total River Park Trail &amp; Centerpoint Easement</b>			<b>\$12,053.12</b>

Telfair - Cemetery & Sport Park Tract	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	\$694.79	44	\$30,570.54
Schedule E - Tractor mowing	\$1,924.02	14	\$26,936.28
Litter, trash, and debris removal	\$198.51	14	\$2,779.14
<b>Total Telfair Cemetery &amp; Sports Park Tract</b>			<b>\$60,285.96</b>

#### Add Alternate

Schedule B - Turf mowing, edging, and line trimming	\$661.70	2	\$1,323.40
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#### Included Additional Services

	Unit Cost Per Man Hour	man hours	Total Cost
Trash Crew Clean Up Park After An Event Crew w/ Truck and Proper Equipment	\$45.00	96	\$4,320.00
Dead Tree Removal/Tree Trimming Crew Including Proper Equipment, Truck/Trailer	\$75.00	160	\$12,000.00
Backflow Rebuild Including Labor and Kit	\$200.00	5 units	\$1,000.00
<b>Total Additional Services</b>			<b>\$17,320.00</b>

**BID TABULATION TOTALS**

Subtotal All Parks Listed Above	<u>\$528,305.19</u>
Subtotal Additional Services	<u>\$17,320.00</u>
<b>TOTAL BASE BID (ALL PARKS, ALL SERVICES)</b>	<u><b>\$545,625.19</b></u>
Total Add Alternates (2 additional mowings schedule A, B & C & Tree & Vine/Woods Maintenance)	<u>\$9,762.62</u>
Additional Services As Needed	<u>\$555,387.81</u>
Schedule A - push/walk behind mowing per acre:	<u>\$30.00</u>
Schedule B - Turf mowing, edging, and line trimming per acre:	<u>\$30.00</u>
Schedule C - Turf mowing, edging, and line trimming per acre:	<u>\$30.00</u>
Schedule E - Tractor mowing per acre:	<u>\$32.50</u>
Fertilizer and Fire Ant bait application per acre	<u>\$60.00</u>
Litter, trash, and debris removal per man hour:	<u>\$45.00</u>
Tree trimming per man hour:	<u>\$75.00</u>
Landscaping/planting per man hour:	<u>\$45.00</u>
Material Mark Up from List Price %	<u>10%</u>

**\*\*Based bid includes raising trees to meet height requirements\*\***

## 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 MP Addendum #2 MP Addendum #3 N/A

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: Westco Grounds Maintenance Co., Inc

AGENTS NAME: Michael Palermo

AGENTS TITLE: General Manager

MAILING ADDRESS: 12350 Taylor Rd

CITY, STATE, ZIP: Houston TX 77041

PHONE & FAX NUMBERS: 713-466-1822 office 713-466-7353 Fax

E-MAIL ADDRESS: bpalermo@westcogrounds.com

AUTHORIZED SIGNATURE: 

DATE: 12/12/2019

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: Westco Grounds Maintenance Co., Inc

BUSINESS STREET ADDRESS: 12350 Taylor Rd Houston TX 77041

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: 713-466-1822

BUSINESS FAX NUMBER: 713-466-7353

COUNTY: Harris MINORITY OWNED: no #OF EMPLOYEES 200  
\*\*\*\*\*

CORPORATION: x PARTNERSHIP: \_\_\_\_\_ PROPRIETORSHIP: \_\_\_\_\_ L.L.C. \_\_\_\_\_ L.L.P. \_\_\_\_\_

YEAR EST 1987 NO. OF YEARS IN BUSINESS 32 FEDERAL ID NO. 760237256

NATURE OF BUSINESS: Landscape Contractor

PRINCIPALS:

NAME: Kenneth Eberle TITLE: President

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: Frost Bank

NAME OF BANK OFFICER: Ed Michna

ADDRESS / CITY / STATE / ZIP : 6750 West Loop South Suite 200 Houston TX 77041

PHONE NO. 713-388-7685

**SECTION V**  
**REQUIRED FORMS**  
**BID NO. 2020-08**

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. Bid Bond
5. Bidder Customer/Client References & Ongoing Projects
6. Conflict of Interest Questionnaire (CIQ Form)
7. Certification Regarding Debarment
8. Equipment List

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	November 6, 2019 November 13, 2019
2	ITB Posted to publicpurchase.com	November 6, 2019
3	Optional Pre-Bid Meeting	November 20, 2019 @ 10:30am
4	Questions Deadline	December 5, 2019 @ 3:00 pm
5	Questions Answered and Addendum posted	December 6, 2019 @ 3:00 pm
6	Bids Due	December 12, 2019 @ 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 & CIQ/CERTIFICATION REGARDING DEBARMENT FORMS COMPLETED
- ☒ 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☒ 6. COMPLETED ORIGINAL BID BOND EXECUTED BY THE BIDDER AND SURETY ENCLOSED
- ☒ 7. COMPLETE LIST OF ONGOING PROJECTS.
- ☒ 8. EQUIPMENT LIST
- ☒ 9. THE ENVELOPE HAS BEEN ADDRESSED TO:

**IF HAND DELIVERED:**

City of Sugar Land  
City Secretary Office, 1<sup>st</sup> 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

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

**BID BOND****Bond No:** NA**Name of Surety:** SureTec Insurance Company**Name of Bidder, as Principal:** Westco Grounds Maintenance Co., Inc.**Name of Owner, as Obligee:** City of Sugar Land, Texas**Name of Project:** Parks Landscape Maintenance Services**CIP Project No:** \_\_\_\_\_**Bond Amount (5% of Bid, including alternates):** five percent (5%)**RECITALS:**

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

**AGREEMENT:**

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

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



(1) if the Bid is accepted, the Bidder executes the Contract, submits the Performance Bond, Payment Bond, and all other documents required by the Contract, the Bid and the Request for Bids, and commences the work anticipated by the Contract.

(2) the City rejects the Bid by:

- (a) awarding the Contract to another bidder;
- (b) City Council action rejecting all bids for the Project; or
- (c) not acting timely on the Bid as provided in the Request for Bids.

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

5. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

**Bidder:**

Westco Grounds Maintenance Co., Inc.

(Typed Firm Name)

(Seal)

By: Michael Paley

(Signature—Attorney in Fact)

Michael Paley

(Printed Name)

GM Maintenance Division

(Title)

12350 Taylor RD

Houston TX 77041

(Physical Address)

Same

**Surety:**

SureTec Insurance Company

(Typed Firm Name)

(Seal)

By: William D. Knecht

(Signature—Attorney in Fact)

William D. Knecht

(Printed Name)

Attorney-In-Fact

(Title)

2103 CityWest Boulevard

Houston, TX 77041

(Physical Address)

2103 CityWest Boulevard

Houston, TX 77041

CITY OF SUGAR LAND

INVITATION TO BID NO 2020-08

(Mailing Address)

12350 Taylor Rd  
Houston TX 77041  
713-466-1822

(Telephone No. with Area Code)

Facsimile No. 713-466-7353  
12/11/19

(Date of Execution)

(Mailing Address)

713-683-1476

(Telephone No. with Area Code)

Facsimile No. \_\_\_\_\_  
12/11/2019

(Date of Execution)

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

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

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David A. Carroll, David B. Carroll, William D. Knecht, Jason R. Knecht, Steve Bayless

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13<sup>th</sup> day of August, A.D. 2019.

State of Texas  
County of Harris

ss:

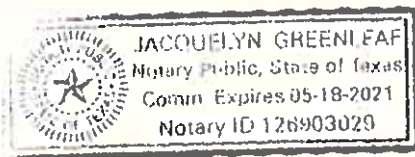


SURETEC INSURANCE COMPANY

By:

John Knox Jr., CEO

On this 13<sup>th</sup> day of August, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*[Signature]*

Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11 day of December, 2019, A.D.

*[Signature]*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Michael Palermo, the undersigned representative of  
(Person name)

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

Pursuant to Section 2270.001, Texas Government Code:

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

12/12/2019

DATE

General Manager

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

**BIDDER CUSTOMER / CLIENT REFERENCES**

Identify at least three projects of a similar scope and nature to the City of Sugar Land, which you have undertaken in the past three (3) years.

✓

1. PROJECT/CONTRACT NAME: First Colony Community Association

DESCRIPTION OF PROJECT: Landscape and Irrigation System Maintenance

CONTRACT AWARD AMOUNT 1.5 Million

CONTACT NAME: Jim Cowan

CONTACT PHONE NUMBER: 281 634-9595

CONTACT EMAIL ADDRESS: jimc@firstcolony.org

DISPOSITION OR STATUS OF CONTRACT: Active Contract

2. PROJECT/CONTRACT NAME: Halliburton

DESCRIPTION OF PROJECT: Halliburton Campuses - Houston Region Facilities  
Landscape Maintenance

CONTRACT AWARD AMOUNT \$400,000

CONTACT NAME: Josh Rodgers

CONTACT PHONE NUMBER: 281 870-5020

CONTACT EMAIL ADDRESS: josh.rodgers@halliburton.com

DISPOSITION OR STATUS OF CONTRACT: Active Contract

INVITATION TO BID NO 2020-08

3. PROJECT/CONTRACT NAME: Lakes of Bella Terra

DESCRIPTION OF PROJECT: Landscape Maintenance

CONTRACT AWARD AMOUNT \$444,000

CONTACT NAME: Lisa Clark

CONTACT PHONE NUMBER: 713 952--200

CONTACT EMAIL ADDRESS: lclark@rykoinc.com

DISPOSITION OR STATUS OF CONTRACT: Active Contract

4. PROJECT/CONTRACT NAME: Harper's Preserve Community Association

DESCRIPTION OF PROJECT: Landscape maintenance for common areas, 500 town  
homes and facilities

CONTRACT AWARD AMOUNT \$522,000

CONTACT NAME: Greg Voinis

CONTACT PHONE NUMBER: 713 783-0308

CONTACT EMAIL ADDRESS: grevvoinis@samyeagerinc.com

DISPOSITION OR STATUS OF CONTRACT: Active Contract

✓ 5. PROJECT/CONTRACT NAME: Harris County Precinct 3

DESCRIPTION OF PROJECT: ROW Mowing and Maintenance

12/17/19 CONTRACT AWARD AMOUNT \$810,000

CONTACT NAME: Ron Campbell

CONTACT PHONE NUMBER: 713 444-5991

1/3/2020 CONTACT EMAIL ADDRESS: ron.campbell@hcpid.org

DISPOSITION OR STATUS OF CONTRACT: Active Contract

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

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
    - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
  - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

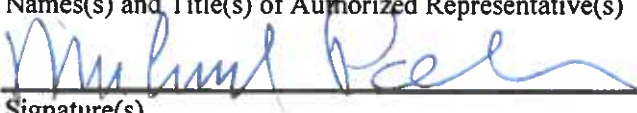
This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

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

prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

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

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

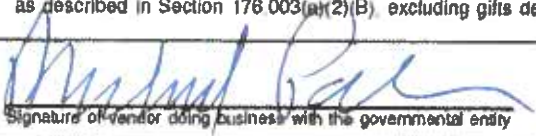
<u>Westco Grounds Maintenance Co., Inc</u>	<u>12350 Taylor Rd Houston TX 77041</u>
Company Name	Address
<u>Michael Palermo, General Manager</u>	
Names(s) and Title(s) of Authorized Representative(s)	
	<u>12/12/2019</u>
Signature(s)	Date
<u>City of Sugar Land - Parks Landscape Maintenance Services</u>	
Project Name	

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**



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

**FORM CIQ**

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176 Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(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 vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p>		
<p><b>2</b> <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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b> </p> <p>Signature of vendor doing business with the governmental entity</p>		<p>12/12/2019</p> <p>Date</p>

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## INSURANCE REQUIREMENTS PARKS LANDSCAPE MAINTENANCE SERVICES

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

**Coverages Required & Limits (Figures Denote Minimums)**

<u>X</u> Workers' Compensation	Statutory limits, State of TX.		
<u>X</u> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<u>X</u> Commercial General Liability:			
	<u>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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

<u>X</u> Very High/High Risk	Medium Risk	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)

Other Insurance Required: None

### BIDDER STATEMENT

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

BIDDER

Westco

SIGNATURE

[Signature]

]

# 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

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

Westco Grounds Maintenance Co., Inc  
Houston, TX United States

Certificate Number:  
2019-569292

Date Filed:  
12/12/2019

Date Acknowledged:

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

City of Sugar Land

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.

2020-08

Sugar Land Parks Landscape Maintenance Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Eberle, Kenneth	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐


### 6 UNSWORN DECLARATION

My name is Michael Palermo, and my date of birth is 6/8/1957.

My address is 12350 Taylor Rd, Houston, TX, 77041, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 12 day of Dec, 20 19.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



## CITY OF SUGAR LAND

### PURCHASING OFFICE

### INVITATION TO BID 2020-08

### PARKS LANDSCAPE MAINTENANCE SERVICES

### **ADDENDUM #1**

**WEDNESDAY, NOVEMBER 20, 2019**

The City of Sugar Land will be holding a non-mandatory tour of **Sugar Land Memorial Park** on **Monday, December 2, 2019 at 9:00 a.m.** All interested contractors are asked to meet at the main lake pavilion.

Sugar Land Memorial Park  
15300 University Boulevard  
Sugar Land, TX 77479

Contractors are encouraged to view all of the Parks included in this Invitation to Bid.

**\*\*This Addendum must be acknowledged on the form found in the bid packet**

**Equip List for bids**

Displaying records 1 - 385

 Number of records **385** ▼

Equipment Unit Number	Desc/Model	Purchase Date	SN	Unit Type
4538	TM-5.5 H Porta Mole	1/2/2017	2246886	Trencher
4394	Ditch Witch RT45 Trencher	5/3/2015	RT45XAF0002658	Trencher
4395	Ditch Witch RT 45 Trencher	12/19/2013	CMWRT45XVD0001960	Trencher
4414	Trencher	10/10/2006	E50000046	Trencher
4331	12" - 150 XP Bandit Chipper	12/29/2015	4FMUS1619FR026271	Chipper
4201	John Deere Gator XUV	2/26/2013	1M0825G5PEM082748	Utility Vehicle
4526	3025E Compact Utility Tractor	1/30/2017	1LV3025EKGH101833	Utility Vehicle
4431	John Deere 855 Tractor	1/1/1990	0000000	Utility Vehicle
4027	John Deere Gator	8/29/2013	IM04X2XDMD082035	Utility Vehicle
4367	T590 Bobcat-Starting Code-64641	3/22/2016	ALJU18449	Skid Steer
4368	2016-T590 Bobcat-Starting Code-46462	3/22/2016	ALJU20535	Skid Steer
4424	Caterpillar 259D Skid Loader	7/25/2016	FTL080709	Skid Steer
4425	Muck-Truck Max	8/22/2016	8421	Shop Tools
4432	BS60-4S Wacker Rammer	9/1/2016	24324458	Shop Tools
3922	Dewalt 14" Chop Saw	2/19/2013	D28715X	Shop Tools
3973	Seeder	3/12/2013	??	Shop Tools
4038	Ramtec Pressure Washer	10/17/2013	201343010001	Shop Tools
4047	Tiller	11/14/2013	293017881	Shop Tools
4151	Mini Tiller	10/29/2014	500238857	Shop Tools
4546	SR450 Blower Spreader	2/22/2017	366695220	Spray Equip
3217	SR420 Blower Spreader		362743802	Spray Equip
3220	100 gal Tank Cub Cadet		1008922001	Spray Equip
3554	200 gal Lesco Spray Rig	2/9/2011	GZYL88B000205	Spray Equip
3583	100 gal Cub Cadet			Spray Equip
3801	SR450 Blower Spreader		363085182	Spray Equip
4223	2015 Isuzu	4/1/2015	54DC4J1B3FS804633	Truck
4226	Chevy 2500 Flat Bed Crew Cab	4/10/2008	1GBHC23K58F193200	Truck
4322	2014-Isuzu NRR Dump Truck	12/9/2015	JALE5W162E7300326	Truck
4326	2016 Isuzu NPR - HD	12/30/2015	54DC4J1B2GS800798	Truck
4327	Ford F250 Pick-up Crew Cab	12/30/2015	1FT7W2A67GEA31027	Truck
4330	2016 Toyota Tundra	12/31/2015	5TFRM5F19GX097712	Truck
4502	Isuzu NPR HD	10/25/2016	54DC4J1B7GS807097	Truck
4509	Tundra Double Cab	11/23/2016	5TFRM5F16GX106494	Truck
4510	Tundra Double Cab	11/23/2016	5TFRM5F12GX108937	Truck

4511	Tundra Double Cab	11/23/2016	5TFRM5F17GX109243	Truck
4512	Toyota Highlander XLE	11/23/2016	5TDKKRFH2GS07056	Truck
4513	Mercedes Metris Van	11/23/2016	WD3PG2EAXG3186057	Truck
4514	Mercedes Metris Van	11/23/2016	WD3PG2EA1G3186853	Truck
4515	Mercedes Metris Van	11/23/2016	WD3PG2EA4G3186877	Truck
4536	2016 Isuzu NPR - HD	12/31/2016	54DC4J1B5GS808216	Truck
4537	2016 Isuzu NPR - HD	12/31/2016	54DC4J1B5GS808118	Truck
4401	Toyota Highlander	6/21/2016	5TDZARFH2GS020375	Truck
3568	2007 Isuzu	3/1/2007	JALC4J16777000460	Truck
3571	2007 Isuzu Box	1/28/2008	JALC4J16477009715	Truck
3575	2009 F250 Ford	3/26/2010	1FTSW20549EA96133	Truck
3576	2009 Isuzu	4/5/2010	JALC4J16297001213	Truck
3577	2009 Chevy 3500	4/2/2010	1GBJC74KX9E122577	Truck
3578	2010 CHEVE 2500	4/13/2010	1GC4CVBG5AF141564	Truck
3665	2007 Isuzu	3/14/2011	JALC4J16X77010674	Truck
3667	2007 GMC W4500	3/14/2011	J8DC4J16877006879	Truck
3731	2011 Toyota Tomca 4dr	9/19/2011	5TFTX4GN0BX003766	Truck
3766	2011 Transit Connect	2/29/2012	NMOLLS7CN7BT073937	Truck
3767	2012 Chev Silverado Flat Bed	2/29/2012	1GB4CZCG1CF141381	Truck
3768	2012-Isuzu	3/1/2012	54DC4J1B0CS800471	Truck
3802	Chevy 2500 HD Pick-up Crew Cab	3/8/2010	1GCHC43K59F138285	Truck
3818	2009 Toyota Tundra	4/1/2010	5TFRT54139X028975	Truck
3900	2013-Chevy-3500-Ton Flat Bed	1/18/2013	1GB4CZCG7DF152550	Truck
3901	2012 Transit Connect	1/11/2013	NMOL57CN5CT124188	Truck
3902	2012 Transit Connect	1/11/2013	NMOL57CN3CT124187	Truck
3913	2013 Chevy Silverado 35	1/23/2013	1GB3CZCG4DF112812	Truck
3914	2012 Isuzu NPR - HD	1/25/2013	54DC4J1B5CS804788	Truck
3921	2012 Isuzu NPR - HD	2/18/2013	54DC4J1BXCS805189	Truck
3975	2013 Toyota Tacoma	3/25/2013	5TFNX4CN4DX023102	Truck
3976	2013 Toyota Tacoma	3/25/2013	5TFNX4CNXDX025758	Truck
3977	2013 Transit Connect	4/24/2013	NM0LS7CN6DT140434	Truck
3993	2013 Toyota Tundra	5/16/2013	5TFRM5F12DX060240	Truck
3994	2013 Toyota Tundra	5/16/2013	5TFRM5F11DX062786	Truck
3995	2013 Toyota Tundra	5/16/2013	5TFRM5F10DX063962	Truck
3996	2013 Toyota Tundra	5/16/2013	5TFRM5F13DX063969	Truck
3997	2013 Toyota Tundra	5/16/2013	5TFRM5F10DX064111	Truck
4083	2013 Isuzu NPR - HD	2/27/2014	54DC4J1B2DS803423	Truck
4092	2014-Chevy Silverado 3500-HD	3/20/2014	1GB4CZCG5EF139667	Truck
4093	2014-Chevy Silverado 3500-HD	3/20/2014	1GB4CZCG3EF142521	Truck
4112	Chevy 3500-HD Flat Bed Crew Cab	5/20/2014	1GB4CYCG6FF133212	Truck
4113	Chevy 3500-HD Flat Bed Crew Cab	5/20/2014	1GB4CYCGXFF134878	Truck

4168	2015 Isuzu	2/2/2015	54DC4J1B7FS802285	Truck
4181	Chevy 2500 HD Pick-up Crew Cab	4/13/2010	1GC4CVBG2AF141411	Truck
4183	2008 Cheve	4/10/2008	1GBHC23K98F193278	Truck
4184	Chevy 3500 Diesel w/Allison Flat Bed Crew Cab	2/20/2009	1GBJC73669F130318	Truck
4284	1989 Trailer - scrape metal	9/29/1989	No SN	Trailer
4325	2015 Trailer	12/15/2015	4R7BU2022FT143049	Trailer
3579	1994 - Trailer Bed Maintenance Trailer w/4' sides	1/1/2000	13ZFP2027R1000954	Trailer
3580	1997 Trailer w/ box & ramp	1/1/2000	13ZMP202XV1001663	Trailer
3581	2005 Trailer - Bed Maintenance Trailer w/ 4' sides	1/1/2000	4R7BU20205T058726	Trailer
3592	2002 Trailer -w/ walls and tool boxes	1/1/2000	4R7BU20212T043390	Trailer
3593	1998 Trailer w/Color Racks	1/1/2000	13ZMP2020W1002029	Trailer
3594	2010 Odom Trailer	4/8/2010	31281966	Trailer
3892	2012 Trailer 20" GN Trailer w/ 4 Sides	1/4/2013	5UTGN202XCM003465	Trailer
4119	2014 Tophat - Gooseneck Trailer	6/6/2014	4R7GU2422ET128775	Trailer
4167	2015 Trailer - 12' Trailer	1/15/2015	4R7BU121XFT140804	Trailer
4175	2010 Odom Trailer	4/21/2010	32871966	Trailer
4176	2008 Odom Trailer	3/3/2008	31141966	Trailer
4177	FINN Hydroseeder	5/5/2008	SS1505	Trailer
4178	2008 Odom Trailer	3/3/2008	31131966	Trailer
4179	2010 Odom Trailer	3/8/2010	31241966	Trailer
4180	2008 Odom Trailer	2/15/2008	31081966	Trailer
4252	HL 100 K	5/28/2015	503010217	Pole Trimmer
4262	HL 100 K Pole Trimmer	6/9/2015	502392737	Pole Trimmer
4277	HL 100 K	8/5/2015	503990243	Pole Trimmer
4298	HL 100 K	8/5/2015	504543995	Pole Trimmer
4361	HL 100 K 135 (Extended)	2/29/2016	506167257	Pole Trimmer
4456	HL 100 K Pole Trimmer	10/14/2016	508194627	Pole Trimmer
4457	HL 100 K Pole Trimmer	10/14/2016	508194618	Pole Trimmer
4458	HL 100 K Pole Trimmer	10/14/2016	508194619	Pole Trimmer
4469	HL 100 K 135 (Extended)	10/17/2016	508195998	Pole Trimmer
4497	HL 100 K 135 (Extended)	10/20/2016	5018196021	Pole Trimmer
4498	HL 100 K 135 (Extended)	10/20/2016	508196024	Pole Trimmer
4499	HL 100 K 135 (Extended)	10/20/2016	508196015	Pole



				Trimmer
4500	HL 100 135	10/20/2016	507771053	Pole Trimmer
4501	HL 100 135	10/20/2016	507770987	Pole Trimmer
4035	HL 100 K Pole Trimmer	10/2/2013	290625998	Pole Trimmer
4162	HL 100K 135	1/12/2015	500360994	Pole Trimmer
4163	HL 100K 135	1/12/2015	500360663	Pole Trimmer
4256	HS 81T	5/28/2015	501501954	Hedge Trimmer
4257	HS 81T	5/28/2015	501501955	Hedge Trimmer
4451	HS 82 T	10/14/2016	181259259	Hedge Trimmer
4452	HS 82 T	10/14/2016	181259170	Hedge Trimmer
4464	HS 82 T	10/17/2016	181176810	Hedge Trimmer
4465	HS 82 T	10/17/2016	181176811	Hedge Trimmer
4476	HS 82 T	10/17/2016	181259263	Hedge Trimmer
4477	HS 82 T	10/17/2016	181176860	Hedge Trimmer
4478	HS 82 T	10/17/2016	181176859	Hedge Trimmer
4479	HS 82 T	10/17/2016	181259256	Hedge Trimmer
4524	HS 81 T24 Hedge Trimmer	1/10/2017	181853834	Hedge Trimmer
4561	HS 82 T	2/23/2017	181469366	Hedge Trimmer
4373	HS 82	4/5/2016	504121762	Hedge Trimmer
4391	HS 82 T	6/1/2016	504214626	Hedge Trimmer
4008	30" Hedge Trimmer	6/21/2013	295507498	Hedge Trimmer
4133	HS 81 T 24 Hedge Trimmer	7/31/2013	297728623	Hedge Trimmer
4274	HT 101 Pole Saw	8/3/2015	503011514	Pole Saw
4352	HT 101 Pole Saw	2/24/2016	504491646	Pole Saw
4495	HT 101 Pole Saw	10/20/2016	508606527	Pole Saw
4525	HT 101 Pole Saw	1/10/2017	508607686	Pole Saw
4543	HT 103 Pole Saw	2/16/2017	509734733	Pole Saw
4390	HT 101 Pole Saw	6/1/2016	505060070	Pole Saw
4289	Chain Saw	9/15/2015	503795472	Chain Saw

4348	MS 193	2/16/2016	504848465	Chain Saw
4453	MS 291 Chain Saw 18"	10/14/2016	507171242	Chain Saw
4454	MS 291 Chain Saw 18"	10/14/2016	507171254	Chain Saw
4455	MS 291 Chain Saw 18"	10/14/2016	507171179	Chain Saw
4480	MS 193 T 16"	10/17/2016	508256446	Chain Saw
4481	MS 193 T 16"	10/17/2016	508256439	Chain Saw
4482	MS 193 T 16"	10/17/2016	508256462	Chain Saw
4488	MS 391 Chain Saw	10/19/2016	506374729	Chain Saw
4563	MS 193 T 16"	2/23/2017	509735828	Chain Saw
4564	MS 193 T 16"	2/23/2017	509735853	Chain Saw
4281	BR 430 Blower	8/26/2015	504413458	Blower
4282	BR 430 Blower	8/26/2015	504247974	Blower
4288	BR 430 Blower	9/15/2015	504413908	Blower
4205	BR 430 Blower	3/2/2015	502465046	Blower
4215	BG 86	3/26/2015	501137945	Blower
4216	BR 430 Blower	4/1/2015	502822645	Blower
4217	BR 430 Blower	4/1/2015	502465039	Blower
4218	BR 430 Blower	4/1/2015	502822644	Blower
4219	BR 430 Blower	4/1/2015	502822649	Blower
4245	BR 430	5/28/2015	502824023	Blower
4246	BR 430	5/28/2015	502824022	Blower
4248	BR 430 Blower	5/28/2015	502824024	Blower
4250	BR 430 Blower	5/28/2015	502833750	Blower
4278	BR 430 Blower	8/13/2015	504277969	Blower
4305	BR 430 Blower	11/2/2015	504413962	Blower
4307	BR 430 Blower	11/2/2015	504414089	Blower
4317	BR 430 Blower	12/1/2015	504414033	Blower
4318	BR 430 Blower	12/1/2015	504414035	Blower
4442	BR 430 Blower	9/13/2016	508405822	Blower
4443	BR 430 Blower	9/16/2016	508405821	Blower
4444	BR 430 Blower	9/16/2016	508405818	Blower
4449	BR 430 Blower	10/3/2016	508059810	Blower
4450	BR 430 Blower	10/17/2016	502033753	Blower
4470	BR 430 Blower	10/17/2016	508601400	Blower
4471	BR 430 Blower	10/17/2016	508601397	Blower
4472	BR 430 Blower	10/17/2016	508601321	Blower
4473	BR 430 Blower	10/17/2016	507140619	Blower
4474	BR 430 Blower	10/17/2016	509198874	Blower
4475	BR 430 Blower	10/17/2016	509198879	Blower
4483	BR 430	10/14/2016	509236664	Blower
4484	BR 430	10/14/2016	509236693	Blower

4494	BR 430 Blower	10/20/2016	509198872	Blower
4496	BR 430 Blower	10/20/2016	509236695	Blower
4504	BR 430 Blower	11/3/2016	509237102	Blower
4506	BR 430 Blower	11/10/2016	509427908	Blower
4520	BR 430 Blower	1/10/2017	509951299	Blower
4521	BR 430 Blower	1/10/2017	509951306	Blower
4527	BR 430 Blower	2/7/2017	509950711	Blower
4528	BR 430 Blower	2/7/2017	509950707	Blower
4529	BR 430 Blower	2/7/2017	510133924	Blower
4545	BR 430 Blower	2/20/2017	510134356	Blower
4554	BR 430 Blower	2/23/2017	510133904	Blower
4555	BR 430 Blower	2/23/2017	510133902	Blower
4556	BR 430 Blower	2/23/2017	510133880	Blower
4557	BR 430 Blower	2/23/2017	510133920	Blower
4558	BR 430 Blower	2/23/2017	510133919	Blower
4559	BR 430 Blower	2/23/2017	510133898	Blower
4560	BR 430 Blower	2/23/2017	510133908	Blower
4565	BR 430 Blower	2/23/2017	510133891	Blower
4569	BR 430 Blower	2/28/2017	509985008	Blower
4570	BR 430 Blower	2/28/2017	509985007	Blower
4577	BR 430 Blower	3/7/2017	181776961	Blower
4580	BR 430 Blower	3/7/2017	1234	Blower
4371	BR 430 Blower	4/5/2016	506158920	Blower
4372	BR 430 Blower	4/5/2016	506159686	Blower
4376	BR 430 Blower	4/29/2016	506644673	Blower
4380	BR 430 Blower	5/2/2016	506645177	Blower
4387	BR 430 Blower	5/23/2016	506787426	Blower
4393	BR 430 Blower	6/2/2016	506787422	Blower
4396	BR 430 Blower	6/8/2016	506645007	Blower
4397	BR 430 Blower	6/8/2016	506645011	Blower
4398	BR 430 Blower	6/8/2016	506645013	Blower
4404	BR 430 Blower	7/1/2016	506644579	Blower
4405	BR 430 Blower	7/1/2016	506787427	Blower
4406	BR 430 Blower	7/1/2016	506644573	Blower
4412	BR 430 Blower	7/13/2016	42440111621	Blower
4416	BR 430 Blower	8/1/2016	507140680	Blower
4420	BR 430 Blower	8/1/2016	507140686	Blower
4421	BR 430 Blower	8/1/2016	507140683	Blower
4439	BR 430 Blower	9/7/2016	508059896	Blower
3860	BR 430 Blower	10/2/2012	290917538	Blower

3970	BR 430 Blower	3/12/2013	294267080	Blower
4053	SR420 Blower Spreader	12/5/2013	42440112643	Blower
4114	BR 430 Blower	6/4/2013	298207707	Blower
4158	BR 430 Blower	12/11/2014	500677401	Blower
4173	BR 430 Blower	2/2/2015	502021419	Blower
4207	FC 90 Edger	3/2/2015	500513152	Edger
4208	FC 90 Edger	3/2/2015	500513144	Edger
4254	FC 90 Edger	5/28/2015	502486676	Edger
4255	FC 90 Edger	5/28/2015	502486685	Edger
4334	FC 90 Edger	1/19/2016	505941263	Edger
4358	FC 90 Edger	2/29/2016	505127434	Edger
4359	FC 90 Edger	2/29/2016	505127351	Edger
4446	FC 90 Edger	9/23/2016	508427436	Edger
4503	FC 90 Edger	11/3/2016	508427130	Edger
4507	FC 90 Edger	11/22/2016	508426744	Edger
4518	FC 90 Edger	12/8/2016	508426832	Edger
4519	FC 90 Edger	12/8/2016	508426835	Edger
4562	FC 91 Edger	2/23/2017	508968104	Edger
4375	FC 90 Edger	4/12/2016	506288803	Edger
4399	FC 90 Edger	6/10/2016	507401633	Edger
4409	FC 90 Edger	7/13/2016	507814293	Edger
4429	FC 90 Edger	8/29/2016	508138498	Edger
4430	FC 90 Edger	8/29/2016	508138501	Edger
3690	FC 90 Edger	3/29/2011	295218058	Edger
3851	FC90 Edger	9/4/2012	290939490	Edger
4002	FC90 Edger	6/4/2013	294135246	Edger
4045	FC 90 Edger	11/11/2013	295712085	Edger
4046	FC 90 Edger	11/11/2013	295712063	Edger
4055	FC 90 Edger	1/16/2014	295712088	Edger
4116	FC 90 Edger	6/4/2014	298390559	Edger
4117	FC 90 Edger	6/4/2014	298390565	Edger
4165	FC 90 Edger	1/12/2015	500018646	Edger
4166	FC 90 Edger	1/12/2015	500018656	Edger
4283	FS 240 R Weedeater	9/1/2015	179170714	Weedeater
4286	FS 240 R Weedeater	9/10/2015	179171111	Weedeater
4287	FS 240 R Weedeater	9/15/2015	179170514	Weedeater
4294	FS 240 R Weedeater	10/1/2015	179630809	Weedeater
4214	FS 240 R Weedeater	3/18/2015	178170651	Weedeater
4220	FS 240 R Weedeater	4/1/2015	178951030	Weedeater
4221	FS 240 R	4/1/2015	178951004	Weedeater
4222	FS 240 R Weedeater	4/1/2015	178951045	Weedeater

4235	FS 240 R Weedeater	5/4/2015	178351459	Weedeater
4236	FS 240 R Weedeater	5/4/2015	178194654	Weedeater
4241	FS 240 R	5/28/2015	178950748	Weedeater
4244	FS 240 R Weedeater	5/28/2015	178950702	Weedeater
4263	FS 240 R	6/17/2015	179171510	Weedeater
4265	FS 240 R Weedeater	7/1/2015	179019925	Weedeater
4269	FS 240 R Weedeater	7/10/2015	179171480	Weedeater
4270	FS 240 R Weedeater	7/10/2015	179021313	Weedeater
4276	FS 240 R	8/5/2015	178950576	Weedeater
4313	FS 240 R Weedeater	12/1/2015	178351203	Weedeater
4314	FS 240 R Weedeater	12/1/2015	178351204	Weedeater
4335	FS 240 R Weedeater	2/5/2016	180005239	Weedeater
4336	FS 240 R	2/5/2016	180004365	Weedeater
4447	FS 240 R Weedeater	10/3/2016	181196391	Weedeater
4448	FS 240 R Weedeater	10/3/2016	181196386	Weedeater
4485	FS 240 R	10/14/2016	181196396	Weedeater
4486	FS 240 R	10/14/2016	181196395	Weedeater
4489	FS 240 R Weedeater	10/20/2016	181229057	Weedeater
4490	FS 240 R Weedeater	10/20/2016	181196413	Weedeater
4491	FS 240 R Weedeater	10/20/2016	181196427	Weedeater
4492	FS 240 R Weedeater	10/20/2016	181196865	Weedeater
4493	FS 240 R Weedeater	10/20/2016	181196741	Weedeater
4508	FS 240 R Weedeater	11/22/2016	181776434	Weedeater
4516	FS 240 R Weedeater	12/8/2016	181196422	Weedeater
4517	FS 240 R Weedeater	12/8/2016	181196416	Weedeater
4522	FS 240 R Weedeater	1/10/2017	181776940	Weedeater
4523	FS 240 R Weedeater	1/10/2017	181776946	Weedeater
4530	FS 240 R Weedeater	1/10/2017	181776703	Weedeater
4542	FS 240 R Weedeater	2/16/2017	181776759	Weedeater
4544	FS 240 R Weedeater	2/20/2017	181776733	Weedeater
4549	FS 240 R Weedeater	2/23/2017	181776433	Weedeater
4550	FS 240 R Weedeater	2/23/2017	181776431	Weedeater
4551	FS 240 R Weedeater	2/23/2017	180717440	Weedeater
4552	FS 240 R Weedeater	2/23/2017	181197465	Weedeater
4553	FS 240 R Weedeater	2/23/2017	181197432	Weedeater
4566	FS 240 R Weedeater	2/27/2017	181776762	Weedeater
4567	FS 240 R Weedeater	2/27/2017	181776766	Weedeater
4568	FS 240 R Weedeater	2/27/2017	181776760	Weedeater
4571	FS 240 R Weedeater	2/28/2017	181776962	Weedeater
4573	FS 240 R Weedeater	3/2/2017	181776964	Weedeater

4574	FS 240 R Weedeater	2/27/2017	181776957	Weedeater
4575	FS 240 R Weedeater	3/7/2017	181778963	Weedeater
4576	FS 240 R Weedeater	3/7/2017	181776961	Weedeater
4578	FS 240 R Weedeater	3/2/2017	1234	Weedeater
4579	FS 240 R Weedeater	3/2/2017	1234	Weedeater
4378	FS 240 R Weedeater	5/2/2016	180454233	Weedeater
4384	FS 240 R Weedeater	5/23/2016	180395055	Weedeater
4385	FS 240 R Weedeater	5/23/2016	180395068	Weedeater
4407	FS 240 R Weedeater	7/1/2016	180454433	Weedeater
4410	FS 240 R Weedeater	7/13/2016	180454419	Weedeater
4411	FS 240 R Weedeater	7/13/2016	180454427	Weedeater
4417	FS 240 R Weedeater	8/1/2016	180718480	Weedeater
4418	FS 240 R Weedeater	8/1/2016	180713431	Weedeater
4419	FS 240 R Weedeater	8/1/2016	180713425	Weedeater
4427	FS 240 R Weedeater	8/25/2016	181197060	Weedeater
4428	FS 240 R Weedeater	8/25/2016	181197044	Weedeater
4437	FS 240 R Weedeater	9/7/2016	181197057	Weedeater
4438	FS 240 R Weedeater	9/7/2016	181197043	Weedeater
3858	FS 250 R Weedeater	9/4/2012	289674041	Weedeater
4066	FS 240 R	2/3/2013	177682057	Weedeater
4161	FS 240 R Weedeater	12/11/2014	178170470	Weedeater
4189	FS 240 R Weedeater	2/25/2015	177617997	Weedeater
4191	FS 240 R Weedeater	2/25/2015	177617453	Weedeater
4209	21" Push Mower	3/2/2015	314003198	Push Mower
4210	21" Push Mower	3/2/2015	314003181	Push Mower
4212	21" Push Mower	3/2/2015	314003197	Push Mower
4259	21" Push Mower	6/1/2015	314003182	Push Mower
4260	21" Push Mower	6/1/2015	314003180	Push Mower
4340	21" Push Mower	2/8/2016	315001970	Push Mower
4341	21" Push Mower	2/8/2016	315001971	Push Mower
4356	21" Push Mower	2/29/2016	315002807	Push Mower
4357	21" Push Mower	2/29/2016	315002808	Push Mower
4547	30" Push Mower	2/23/2017	400233063	Push Mower
4548	30" Push Mower	2/23/2017	400233064	Push Mower
4572	30" Push Mower	3/2/2017	316003768	Push Mower
4374	21" Push Mower	4/7/2016	315001620	Push Mower
4400	21" Push Mower	6/11/2016	315002809	Push Mower
4403	21" Push Mower	6/27/2016	316000909	Push Mower
4415	21" Push Mower	7/28/2016	316000908	Push Mower
4440	30" Push Mower	9/7/2016	316004142	Push Mower
3965	21" Push Mower	3/1/2013	313000160	Push Mower

4102	21" Push Mower	4/22/2014	313001212	Push Mower
4121	21" Push Mower (Toro)	6/20/2013	313001957	Push Mower
4137	21" Push Mower	4/22/2014	314002776	Push Mower
3962	36" WB Scag	3/1/2011	H2700034	36" Walk Behind
4015	36" WB Scag	7/3/2013	H2700278	36" Walk Behind
3773	48" WB Scag	3/9/2012	G0100030	48" Walk Behind
4292	61" Scag	9/21/2015	K1902670	ZTR
4197	61" Scag	2/25/2015	K1901579	ZTR
4198	61" Scag	2/25/2015	K1901580	ZTR
4199	61" Scag	2/25/2015	K1901587	ZTR
4268	61" Scag	7/7/2015	K1902316	ZTR
4342	61" Scag	2/9/2016	K1903014	ZTR
4343	61" Scag	2/9/2016	K1903015	ZTR
4344	61" Scag	2/9/2016	K1903016	ZTR
4345	61" Scag	2/9/2016	K1903017	ZTR
4347	61" ZTR Turf Tiger II	2/9/2016	M0300125	ZTR
4539	61" Scag	2/9/2017	M0301132	ZTR
4540	61" Scag	2/9/2017	M0301133	ZTR
4541	61" SCAG Cheetah EFI	3/9/2012	M2300907	ZTR
4388	61" ZTR Turf Tiger II	5/27/2016	M0300260	ZTR
4408	61" Scag	7/11/2016	M0300427	ZTR
3547	61" Scag	3/12/2010	D7501802	ZTR
3657	61" Scag	3/2/2011	D7502051	ZTR
3769	61" SCAG	3/9/2012	E3700001	ZTR
3772	61" SCAG EFI	3/9/2012	G5200055	ZTR
3853	61" Scag EFI Air Cooled	9/11/2012	G9200200	ZTR
3903	61" Scag	12/31/2012	H9500182	ZTR
3905	61" Scag	12/31/2012	H9500181	ZTR
3906	61" Scag	12/31/2012	G4800230	ZTR
3909	61" Scag	12/31/2012	H9500192	ZTR
3982	61" Scag	3/27/2013	H9500206	ZTR
4007	61" SCAG	6/5/2013	H9500526	ZTR
4019	61" SCAG	7/9/2013	H9500718	ZTR
4028	61" Scag	9/1/2013	H9500193	ZTR
4076	61" Scag	2/26/2014	K1900611	ZTR
4077	61" Scag	2/26/2014	K1900594	ZTR
4078	61" SCAG	2/26/2014	K1900372	ZTR
4079	61" Scag	2/26/2014	K1900220	ZTR
4080	61" Scag	2/26/2014	K1900544	ZTR

4081	61' Scag	2/26/2014	K1900595	ZTR
4082	61' SCAG	2/26/2014	K1900306	ZTR
4196	61" Scag	2/25/2015	K1901578	ZTR
4192	61" Scag	2/25/2015	K1901319	ZTR
4193	61" Scag	2/25/2015	K1901557	ZTR
4194	61" Scag	2/25/2015	K1901562	ZTR
4195	61" Scag	2/25/2015	K1901577	ZTR

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**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Michael Palermo, the undersigned representative of  
(Person name)

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

Pursuant to Section 2270.001, Texas Government Code:

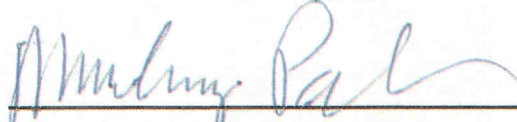
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled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

12/12/2019

DATE

General Manaer

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

**EXHIBIT B-1**

Requirements for all Insurance Documents

*(See Attached)*

**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](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):															
<b>INSURED</b> XYZ Company 123 Apple Street Tampa, FL 22222-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F : Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Carrier	00000	INSURER B : Insurance Carrier	00000	INSURER C : Insurance Carrier	00000	INSURER D : Insurance Carrier	00000	INSURER E : Insurance Carrier	00000	INSURER F : Insurance Carrier	00000
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	Y Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y Y	123456789	01/01/1900	01/01/1900	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<b>Builder's Risk</b> Professional Services	Y Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

## CERTIFICATE HOLDER

## CANCELLATION

City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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(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 PARKS LANDSCAPE MAINTENANCE SERVICES

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

### Coverages Required & Limits (Figures Denote Minimums)

<u>X</u> Workers' Compensation	Statutory limits, State of TX.		
<u>X</u> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<u>X</u> Commercial General Liability:			
	<u>X</u> Very High/High Risk	___ Medium Risk	___ Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

- X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
- |                               |                        |                        |
|-------------------------------|------------------------|------------------------|
| <u>X</u> Very High/ High Risk | ___ Medium Risk        | ___ 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)
- \_\_\_ Other Insurance Required: None

**EXHIBIT B-2**

Invitation to Bid No. 2020-08 Parks Landscape Maintenance Services

*(See Attached)*





**CITY OF SUGAR LAND  
PURCHASING OFFICE**

**INVITATION TO BID  
BID NO. 2020-08 PARKS LANDSCAPE MAINTENANCE SERVICES**

**IF HAND DELIVERED:**

**City of Sugar Land  
City Secretary Office, 1<sup>st</sup> 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 **PARKS LANDSCAPE MAINTENANCE SERVICES** 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, December 12, 2019**

**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, December 12, 2019** 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 10:30 a.m., Wednesday, November 20, 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, December 5, 2019. 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, CPPO, CPPB  
Fax: 281-275-2741  
E-mail: [jposcovsky@sugarlandtx.gov](mailto: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: **PARKS LANDSCAPE MAINTENANCE SERVICES**

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 contracts commencing on the latest date executed by both parties and continuing for a twelve-month period. The term of each Contract shall automatically renew without further documentation or agreement annually for four (4) additional one-year terms under the terms and

conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

**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:** Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

**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, Houston CPI. The price will be increased or decreased based upon the annual percentage change in the Houston CPI. The maximum escalation will not exceed +/- 2.5% 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 the contract to the lowest responsive and responsible bidder (s) under each section, 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 contracts upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred and eighty (180) 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.

### **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 Respondent 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 proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all

proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

**Respondents 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 Request for Proposals, 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 page of this document must be filled out and turned in with each proposal.

**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 Interlocal 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.

**CONTRACT BONDING:**

The Bidders must submit an **Original Bid Bond** executed by the Bidder and the Surety with their Bids in the amount of 5% of the total amount of the Bid, inclusive of any Bid alternates, as a guarantee that the Bidder will enter into the Contract and execute the Performance and Payment Bonds as required after the Contract is approved by the City's City Council. Bidders must use the Bid Bond form provided by the City in the Request for Bids. The Surety must be authorized to write surety bonds in the State of Texas. The City will return the Bid Bonds within 15 days after opening the Bids except those of the three lowest responsible Bidders, the Bids of which will be held until the successful Bidder has executed the Contract and provided an executed Performance Bond and Payment Bond.

**Performance Bond:** A performance bond in the amount of one hundred (100) percent of the total for the awarded section(s) will be required.

**Payment Bond:** A payment bond in the amount of one hundred (100) percent of the total for the awarded section(s) will be required

**SPECIFICATIONS****I. General:**

- a. **Description:** The City of Sugar Land Parks and Recreation Department manages approximately 1,028 acres of maintained parkland and approximately 1,195 acres of other undeveloped public lands. There are currently 28 developed park sites as well as other park areas still under development. Most of these sites are maintained at a high level of detail while others are simply mowed by tractor. The City's park system is growing and new park land/public acreage may be added in the near future.
- b. **Parks Division Objective:** To cost effectively maintain and operate the parks and open space network in a manner which provides a safe, clean, attractive, and orderly atmosphere and promotes optimum utilization of the park system by the citizens of Sugar Land.
- c. **Intent of Specifications:** The maintenance specifications are written in a manner to promote both current visual impact and long-term health and appearance of the properties for which the Parks and Recreation Department is responsible. The properties should reflect an overall appearance of aesthetic quality and care with attention given to every detail of the maintenance program. The contractor cannot subcontract these services, with the exception of Schedule E tractor mowing & the backflow inspections/repairs.
- d. **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.
- e. **Work Included:** This is a comprehensive service contract. The contractor must perform all work necessary utilizing the most current, acceptable horticultural practices



for the exterior landscape maintenance of the project as required herein. Many tasks are required and include, but are not limited to the following:

- i. Mowing, edging, and trimming of turf areas
  - ii. General site cleanup, litter collection and disposal, removal and disposal of all trash in the trash receptacles, removal and disposal of unapproved signs, and removal and disposal of products of maintenance
  - iii. Application of fertilizers and fire ant baits
  - iv. Comprehensive inspections, setting, indexing, adjusting, parts replacements, and repairs of all landscape irrigation systems
  - v. Weed control in all plant beds (plant beds include tree rings, shrub beds, color beds, mulched beds with no plants, groundcover beds, perennial beds, etc.)
  - vi. Weed control in all expansion joints and cracks of walkways, parking lots, decomposed granite surfaces, concrete common areas, curbs, fence lines, and all paved areas
  - vii. Weed control in all exercise areas (playground fall surfaces, decomposed granite trails, exercise stations, volleyball courts etc.)
  - viii. Weed control around all electrical towers in CenterPoint easements
  - ix. Line trimming all fences along the Oyster Creek Greenbelt and CenterPoint easement
  - x. Mulching, cultivating, and cleaning of plant beds
  - xi. Planting and maintenance of beds
  - xii. All pruning, trimming, and/or shearing of shrubs and ground covers
  - xiii. Annual pruning, trimming, and shaping of trees as required
  - xiv. Litter and debris removal from all areas (volleyball areas, playground areas, exercise stations, parking lots, pond/creek banks, etc.)
  - xv. Cleaning barbeque pits and concrete pads of debris, charcoal, ashes, etc.
  - xvi. Tractor mowing
  - xvii. Trail Maintenance
  - xviii. Tree, Vine, and Wood maintenance
- f. **Extra Services Not Included:** All services not covered under this contract shall be considered “extra services” and will be charged separately according to the nature of the item of work. The consent and written authorization of the Parks and Recreation Department or their authorized representative must be obtained prior to the performance or installation of such “extra services” items and prior to purchase of any chargeable materials.
- g. **Future Services:** During the term of the contract the City of Sugar Land Parks and Recreation Department may add additional parkland. Space is provided on the bid tabulation sheet for unit pricing of the various maintenance levels throughout the park system. Increases in services will not exceed 25% of the total contract price during each term.
- h. **Landscape Field Supervisor** - Contractor is required to give an email and direct line of contact to the City for work related issues and communications. Contractor is to respond to high importance work related concern in 24 hours or less. The onsite Field Supervisor will be required to attend quick drop by (30 min) weekly meetings with the Parks Department at 2120 Austin Parkway. A monthly/quarterly meeting will be required of

the company for Project Manager/Owner to attend. Contractor is responsible for having a Field Supervisor or similar that can quickly respond to contract related issues in Sugar Land and be available to answer the phone. This Field Supervisor cannot be part of the mowing crew and must be able to supervise all crews so they are on task and staying within the contract specifications. It is not the responsibility of the City of Sugar Land to constantly oversee the work being done. It is the responsibility of the contractor. A Field Supervisor or similar must be directly over the Sugar Land landscape contract. Weekly/Daily communication with the Field Supervisor to the Parks Department will be required. Changes in the Schedule or issues shall be communicated effectively between the Field Supervisor and the Parks Department.

**II. Equipment & Supplies Required:** A wide variety of equipment is needed to perform all required tasks. **The bidder must submit a complete list of equipment, by make and model, along with the bid as evidence to determine whether or not the bidder can adequately perform all facets of the necessary work.** Back-up equipment should be included along with other relevant equipment.

**a. Equipment:** The following is a general list (not complete) of equipment required. All equipment the contractor provides should be functional, safe, and in good and attractive condition.

- i. Trucks – company sign or logo clearly visible on both sides
- ii. Trash Truck that goes inside park (off the parking lot) shall be a small truck similar to Nissan Frontier or a XUV like John Deere Gator
- iii. Trailers
- iv. Rotary mowers (walk-behind or rider)
- v. Push or self-propelled reel mowers with catch bags (for specified baseball infields)
- vi. Multi-use tractor
- vii. Multi-purpose spreader attachment
- viii. Backpack sprayers
- ix. Edgers
- x. Line trimmers
- xi. Blowers
- xii. Chain saws/pole saws
- xiii. Pruning loppers/shears
- xiv. Weeding tools
- xv. Litter collection devices
- xvi. Rough-cut, rotary attachment for field and brush mowing

**b. Contractor to supply:** In addition, the contractor will be required to purchase supplies to accomplish necessary tasks. All products must be approved by the City's contract representative and material safety data sheets provided before application. Be advised that the Parks and Recreation Department supports sustainable practices and recommends products, which maximize efficiency and minimize toxicity. Below is a list of supplies needed:

- i. **Post-emergent weed control products:** Round-up or City approved equivalent product

- ii. **Mulch:** Organic mulch, free from deleterious materials and suitable for top dressing of trees, shrubs, or plants. Mulch shall be composted, well-rotted, blended double shredded or screened native hardwood mulch, dark brown in color. Mulch pieces shall be sized to pass through a 1" screen. No dyes, mushroom compost, or other additives shall be used to artificially enhance the appearance of the level of composting. Mulch shall be Nature's Way Resources, Living Earth Technology, Garden-Ville, or approved equal.
- iii. **Trash bags:** thickness of 1.5 mil or greater and large enough to properly fit Park's 55-gallon trash cans.
- iv. **Clear liners** must be utilized in the blue recycling bins at First Colony Park.

c. **City to supply:**

- i. **Fertilizer:** (City to purchase/contractor to apply)
- ii. **Fire Ant Bait:** (City to purchase/contractor to apply)
- iii. **Rye Grass Seed:** (City to purchase/contractor to apply)

d. Contractor must have a Texas Pesticide Applicators License number.

**III. Uniforms:** Employees for the contractor must wear a uniform at all times during the execution of services for the City. The uniform must be clearly visible, in good condition, and show the company name and/or logo on the front. **Violations of uniform specification will be cause for deduction of payment from invoices** (\$25 for each documented/observed instance).

**IV. Damages:** Park facilities and plants that are damaged due to the cause of the contractor will be repaired or replaced at the contractor's expense. Failure to make repairs will be cause for delay of payment. Persistent damages will be cause for termination of the contract.

**V. Work Schedule:** Work hours for the contract should occur between 7 a.m. and 6 p.m. on Monday through Friday. After hours, weekend, and holiday work will typically not be permitted, but the City's contract representative may approve exceptions to this schedule. Holidays for the purposes of this contract are: New Year's Day, Thanksgiving Day, and Christmas Day. The contractor will Schedule all work to not interfere with City operations, athletic leagues, special events, or other scheduled activities which may be affected by the completion of services. The contractor must inform the City's contract representative of any changes to this schedule. A copy of the general weekly Schedule for landscape maintenance is included below. Schedule E tractor mowing can be performed on any day during the work week.

LANDSCAPE CONTRACTOR FERQUENCIES				
Turf mowing, edging, & line trimming - Litter, trash, and debris removal				
Monday	Tuesday	Wednesday	Thursday	Friday
Memorial Park	Covington West	City Park	First Colony	Eldridge
Brazos River Park	Duhasek	Lonnie Green Park	Lost Creek Park & Trail	Imperial
Crown Festival Park	Cullinan Park	Mayfield Park	Oyster Creek Park & Trail	Ron Slockett Park
City Park Pool Area in Summer Only	Telfair Cemetery	Sugar Lakes Park	Settlers Way	Thomas James
Park at the Levee	Meadow Lakes	Gannoway Lake Park	Colony Bend Park	
River Gable Park	Plaza at Smart Financial	Sugar Mill Park	Mesquite Park	
			Highlands Park	
Community & Neighborhood Parks - Additional litter, trash and debris removal				
Monday	Tuesday	Wednesday	Thursday	Friday
All Neighborhood Park				All Community Level Parks
All Community Level Park				
All Parks				

**VI. Inclement Weather:** The contractor will make every effort to reschedule landscape services during periods of inclement weather. Scheduling shall be coordinated with the City's contract representative. The contractor will bill for actual work and will deduct the value of services not rendered due to inclement weather or other reasons. City of Sugar Land can cancel daily and or weekly mowings/activities due to weather, especially if the activity is going to cause damages to park property.

**VII. 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. Billing for services not provided for three consecutive months will result in immediate termination of contract. If the contractor consistently fails to meet part of the contract, not only will that service be deducted from the invoice, but if not corrected after 3 frequencies and the contractor receiving at least one notice from the City, then the City can and will complete the contract requirements at the contractor's expense. The total amount of the City's labor and materials to cover the contractor's responsibility will be taken out of the monthly invoice. It is up to the contractor to follow through with the contract requirements.

**VIII. Equipment Maintenance:** Equipment requiring fuel (mowers, weed-eaters, blowers, trimmers, etc.) may be repaired or re-fueled only on parking lots, sidewalks, or at the City's park maintenance shop at 2120 Austin Parkway. No equipment may be left at the City's park maintenance shop or a park without approval from the City's contract representative.

**IX. Maintenance Schedules and Standards:** The Parks and Recreation Department divides its landscape maintenance into different schedules based on park location, size, and use. Currently there are five schedule ratings A, B, C, D, E, and F. Schedule A has the highest standards and levels of service provided while Schedule F the lowest. Attachment A

includes maps of all maintained park properties and identifies the locations of each different service level as described below:

- a. Schedule A – Soccer fields and baseball infields
- b. Schedule B – Community Park common areas
- c. Schedule C – Neighborhood Park common areas
- d. Schedule D – Trail maintenance (includes only trails through wooded or tractor mowed areas. Sidewalks and trails through Schedule B and C locations are included in acreage totals for the schedules above)
- e. Schedule E – Tractor mowing
- f. Schedule F – Tractor mowing 2x a year

Community Parks	Location	Maintenance Schedule	Size
City Park	225 Seventh Street	B	20 acres
	(5) infields	A	.5 acres
Duhasek Park	17034 Old Richmond Rd.	B	14.7
	Tractor mowing	E	24.0
Eldridge Park	2511 Eldridge Rd.	B	24.5 acres
	(12) soccer fields	A	16 acres
First Colony Park	3232 Austin Parkway	B	21 acres
	(9) infields	A	.7 acres
Imperial Park	226 Matlage Way	B	45 acres
Lost Creek Park	3703 Lost Creek Blvd.	B	17.5 acres
	(10) soccer fields	A	13 acres
	Trail maintenance	D	1 mile
	Tractor mowing	E	31.2 acres
Oyster Creek Park	4033 Highway 6	B	27.5 acres
	Trail maintenance	D	.85 miles
	Tractor mowing	E	22.3 acres
Sugar Land Memorial Park			64.45 acres
	15300 University Blvd.	B	
	Brindley Trail Maintenance	D	1.0
Brazos River Park & Crown Festival Site	18427 Southwest Frway	B	69.90
Brazos River Park & Crown Festival Site	Tractor Mowing	E	26.00
Brazos River Park & Crown Festival Site	2x year tractor mow	F	15.70
Brazos River Park - Road to Memorial Park	Connector Road	B	6.80
Smart Financial Plaza	18111 Lexington Blvd.	B	1.1 acres
Cullinan Park	12414 Highway 6 S.	B	10.90
	Trail Maintenance	D	3.4

<b>Neighborhood Parks</b>	<b>Location</b>	<b>Maintenance Schedule</b>	<b>Acreage</b>
Colony Bend Park	2806 Planters	C	3.5
Covington West Park	13944 Oakwood Ln.	C	0.5
Highlands Park	2018 Colonist Park	C	5.0
Lonnie Green Park	130 First St.	C	2.0
Mayfield Park	106 Avenue D	C	4.3
Mesquite Park	2710 Mesquite Dr.	C	2.6
Meadow Lakes Park	1600 Great Oak Ln.	C	5.6
Park at the Levee	2205 River Lodge Ln.	C	3.0
River Gable Park	5402 River Gable Park	C	0.5
Settlers Way Park	Settlers Way @ Sam Houston	C	6.0
Slockett Park	12821 Nantucket	C	8.5
Sugar Lakes Park	120 Bayview Dr.	C	3.6
Sugar Mill Park	13800 Hidden Lake Ln.	C	5.1
Thomas James Park	Venice @ Guenther	C	0.5

<b>Municipal &amp; Trail Property</b>	<b>Location</b>	<b>Maintenance Schedule</b>	<b>Size</b>
Gannoway Lake	Burney @ Voss	C	3 acres
River Park Trail		D	3.75 miles
River Park - Centerpoint Easement	Wimberley Canyon Dr	E	8.6 acres
Telfair Cemetery	Easton Ave near Anfield	B	2 acres
Telfair Sports Park Tract	Easton Ave near Anfield	E	63 acres

<b>Total Schedule A:</b>	<b>30.2</b>	<b>acres</b>
<b>Total Schedule B:</b>	<b>318.6</b>	<b>acres</b>
<b>Total Schedule C:</b>	<b>53.7</b>	<b>acres</b>
<b>Total Schedule D:</b>	<b>10.0</b>	<b>miles</b>
<b>Total Schedule E:</b>	<b>175.1</b>	<b>acres</b>
<b>Total Shedule F:</b>	<b>6.9</b>	<b>acres</b>
<b>Total Brazos River Park Future Road</b>	<b>6.8</b>	<b>acres</b>

**X. Services Required:** The following section outlines the specific tasks required to be accomplished to meet the needs of the contract:

**a. Turf Mowing, Edging, and Line Trimming:**

- i. Turf Mowing:** Will generally be completed once per week on Schedule A-C sites and once per month on Schedule D-E sites.

1. **Schedule A - Soccer Field and Baseball Infield Maintenance:** To be mowed with a reel mower or small push walk behind rotary mower with at least a 0.30 frequency of cut and maintained at a height range of 1- 1 ½" after each mowing frequency. Cutting on sport fields shall be from center or inside of field outward, to maximize dispersion of grass clippings and to minimize clumping. **No round-up on fence lines.**
  - a. **Baseball infields:** Baseball infields must be mowed with a small push mower or walk-behind or in lieu of a large, riding mowers. The cut grass clippings will be caught, collected, and disposed of properly. If the contractor composts its own maintenance debris the clippings may be taken by the contractor.
  - b. **Soccer fields:** Cut grass clippings may remain on soccer fields but properly mulched up so it does not leave a visual of clippings on top. During the soccer off-season (May-August) mowing height shall be raised to 2". Soccer fields may be maintained with riding mowers.
  - c. **Youth Sports Association (YSA) maintenance:** At some park locations YSAs may supplement maintenance of the athletic fields at their discretion. If mowing of these areas is performed by the YSA and service is not needed from the contractor, that cost shall be deducted from the monthly invoice for any services not received.

2. **Schedule B – Community Park Maintenance:** Cutting height at these sites must fall within the range of 1.5-2.5" after each mowing frequency. Rotary or finish mowers may be used for this purpose. Clippings may remain on the turf and should not be visible after each mowing.

During the summer months, when there are extended periods of high temperatures, when the forecast calls for temperatures above 95 degrees for more than 5 calendar days, the cutting height must fall within the range of 2.5" after each mowing frequency to reduce burning of the turf.

- a. Lost Creek Park has a dirt bike track on the South side of the parking lot that must be mowed/line trimmed in this schedule.
- b. Must also weed-eat or spray round up inside all utility fenced enclosures inside this schedule.

3. **Schedule C – Neighborhood Park Maintenance:** Cutting height at these sites must fall within the range of 1.5-2.5" after each mowing frequency. Rotary or finish mowers may be used for this purpose. Clippings may remain on the turf and should not be visible after each mowing.

During the summer months, when there are extended periods of high temperatures, when the forecast calls for temperatures above 95 degrees for more than 5 calendar days, the cutting height must fall within the range of 2.5" after each mowing frequency to reduce burning of the turf.

- a. Must also weed-eat or spray round up inside all utility fenced enclosures inside this schedule.
4. **Schedule D – Trail Maintenance:** Cutting height at these sites must fall within the range of 2-3" after each mowing frequency. Weed eaters, rotary or finish mowers may be used for this purpose. Clippings may remain on the turf and should not be visible after each mowing. Schedule D mowing does not include typical sidewalks and trails that run through Schedule B and C locations. Must trim vegetation/tree limbs back from trail on each visit. Must remove tree limbs that have fallen on trail. Must keep branches/tree limbs/vines 8' above trails. Generally, trails are to be kept at least 10' wide. Need to haul off all generated debris.
- a. **Oyster Creek/Lost Creek Trail:** Will generally be mowed on a weekly basis (46 times per year) and completed on the same service day as the park. Maintenance will include currently mowed areas which typically include a 10' wide area on both sides of each trail unless noted on the map. Keep vegetation at least 5' on either side of trail. Can use round-up sparingly on asphalt trail.
  - b. **River Park & Brindley Trails:** Will generally be mowed on monthly basis except for June and July they are mowed 2x a month (14 times per year). Mowing of these trails shall be used to maintain the existing width of the trail system. These are natural dirt trails.
  - c. Weeds in the DG, asphalt, concrete, or dirt trails shall be removed or sprayed with approved post emergent spray. This included the weeds in the DG around the tilt wall Memorial monument at Memorial Park, DG trails at Memorial Park, DG areas in front of sign and 2 gabions at Brazos River Park.
  - d. **Memorial Park DG trails** – to be maintained at 8' wide. Spray post emergent (round-up) as needed to maintain this each week.
  - e. **Cullinan Park dirt trails** – maintain them to 8' high clearance and at least 10' wide. The concrete trail is to be mowed along with Schedule B 46X a year.
5. **Schedule E – Tractor Mowing:** Cutting height at these sites must fall within the range of 3" - 4" after each mowing frequency. Rough-cut mowers may be used for this purpose. Tractor speed and RPM needs to be adjusted to where it is not just stripping the grass leave from the stalk or pushing the grass over. Go slow enough to get a clean cut or re-mowing or deduction of payment will take place.
- Items 6-10 are for all mowed areas.**
6. **Weeds in all expansion joints in sidewalks/walkways & playground fall surface areas inside of Schedule A, B, or C sites shall be**



**removed or sprayed with approved post-emergent weed control product.**

7. Mulching blades are preferred. Blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Grass blade bruising, tearing and shredding shall be prevented.
8. Keep mowing decks properly balanced and used properly so the grass is cut in a nice even way. Unleveled and low on air mowers that are creating lines or uneven mowing paths shall not be used until they are repaired.
9. Clippings may not be visible after each mowing.
10. Clippings if bagged shall be removed from the property on the same day the property is serviced. Mowing shall be postponed when weather or conditions will result in rutting or damaged turf. Grass clippings, trimmings and debris shall be removed from adjacent walks, drives, gutters, curbs, or surfaces on the same day as mowed or trimmed.

**\*\*\*Absolutely, No Litter or Debris including clippings or leaves is to enter the City's Storm Sewer or dumping of grass clipping anywhere in the park or the adjacent properties or ditches. \*\*\*** A \$300.00 per occurrence deduction will be assessed and the Contract Representative will be notified. The costs associated with this measure will be deducted from any monies due.

**ii. Edging and Line Trimming:**

1. **Edging:** All sidewalks, concrete trails, picnic shelter pads, curb lines, and other concrete areas around which turf grass, or weeds can grow will be edged with an edger (not a line trimmer) on the same day of mowing according to the established frequency schedule. Turf grass, rye grass, or weeds, which cannot be removed with an edger, must be removed by hand. A pre-approved post-emergent may be used judiciously and sparingly during the warm dry seasons. If so, the dead plant material produced must be removed and properly discarded on the next scheduled maintenance period. **Post emergent or round-up products must not be used along fence lines of any athletic field.**
2. **Line Trimming:** All buildings, posts, fence lines, structures, and other protruding obstacles around which turf grass, rye grass, or weeds can grow must be line trimmed on the same day of mowing according to the frequency schedule. Turf grass, rye grass, or weeds, which cannot be removed with a line trimmer, must be removed by hand. A pre-approved post-emergent may be used judiciously and sparingly during the warm dry seasons. If so, the dead plant material produced must be removed and properly discarded on the next scheduled maintenance period. **Post emergent (Round-Up) products must not be used along fence lines of any athletic field.**

3. **Schedule E line trimming in Oyster Creek, Lost Creek, and River Park Center Point easements:** All fence lines, electrical towers/poles/guide wires and all other protruding obstacles around which grass or weeds can grow must be line trimmed on the same day of mowing according to the frequency schedule. A pre-approved post-emergent may be used judiciously and sparingly during the warm dry seasons **only on weeds next to/under the electrical towers**. Do not use round-up or any herbicides on any of the fence lines.
  4. **Schedule F- Tractor Mowing:** At Brazos River Park. It is 2 mowings per year. Once in January and once at end of June. Mowing in June shall only be done to perennials that have gone dormant. See City of Sugar Land for field adjustments if needed. Certain areas of Schedule F that have large amounts of healthy live perennials that have not gone dormant, might need to be mowed around. See Parks Department for specific mowing instructions for Schedule F in June. The southern sections meadow around the DG trails will have to be mowed completely for the fireworks on July 4<sup>th</sup>.
- b. **Litter, Trash, and Debris Removal:** Litter, trash, and debris removal will be completed twice per week at Schedule B locations (Mondays and Fridays) and once per week at Schedule C locations (Mondays), and once per month at Schedule D and E locations (when they are mowed). **Collected litter, trash, and debris can be disposed of in any of the City's park dumpsters which are located at: City Park, Eldridge Park, Lost Creek Park, Imperial Park, First Colony Athletic Park, Brazos River Park, Crown Festival Site and the Park Maintenance Facility at 2120 Austin Parkway.** In addition, barbeque pits must be cleaned once during each park's service where they exist (Mondays).
- i. **Litter Removal:** Litter is defined as any undesired article of waste material located at the site, including but not limited to: paper, glass, bottle caps, cigarette butts, lumber, tennis balls; Frisbees and dog waste in dog park, etc. Collected litter must be disposed of in any of the park dumpsters. All litter on all park grounds (turf, parking lots, courts, playgrounds, fields, etc.) must be completely removed and disposed of per the schedule. The litter must not be mowed over when the parks are mowed. The litter must be picked up before mowing and properly disposed of. It is the intent of the specifications to ensure all parks are thoroughly cleaned before and after each weekend. Litter, trash, and debris removal at all Community Parks and Neighborhood Parks must be completed each Monday by 4 PM. The Community Level Parks must be picked up again on Fridays by 3 PM, this includes the Dog Park at Memorial Park, Plaza, Cullinan Park, and all other Community Level Parks listed on the inventory. This included pulling off all trash and recycling containers. As mentioned above the Schedule D, E, and F locations only receive litter, trash, and debris removal when the area is being mowed/maintained. Clear liners must be used in the recycling bins at First Colony Park and emptied to the green recycling dumpster only. No trash/debris other than recycling materials can be placed into the recycling dumpster. Adequate staff and equipment must be

utilized to ensure this can be done.

- ii. **Trash Removal:** Trash is the refuse that has been placed in any of the many waste receptacles at the parks. Collected trash and litter may be disposed of in any of the park dumpsters. All trash cans (including the small tennis court trash cans and dog waste trash cans), no matter how much trash is in them, must be emptied during each maintenance frequency. Special care shall be taken to insure minimal problems from refuse odors, insects, etc. Should odors exist, treatment with an odorize or immediate disposal must be performed.
  - iii. **Debris Removal:** Debris is defined as organic plant material such as leaves, grass clippings, sticks, fallen limbs, etc. Mowed debris (not litter) must be removed from sidewalks, trails, parking lots, park roadways, and park structures by relocating with blowers into the turf areas on the same day of mowing according to the frequency schedule. All other debris must be removed from city property (including volleyball, playground, and exercise station areas) and disposed of properly by the contractor.
  - iv. **\*\*\*Absolutely, No Litter or Debris including clippings or leaves is to enter the City's Storm Sewer or dumping of grass clipping anywhere in the park or the adjacent properties or ditches.\*\*\*** A \$300.00 per occurrence deduction will be assessed and the Contract Representative will be notified. The costs associated with this measure will be deducted from any monies due.
  - v. **Barbeque Pit Cleaning:** All barbeque pits must be cleaned once during each park's general service (Mondays). Cleaning of the barbeque pits includes removal from the pit and the concrete base of the pit of all debris, litter, trash, charcoal, and ashes and the proper disposal of these items.
- c. **Plant Bed Maintenance:** Plant beds include all prepared ornamental flower beds, ground cover beds, shrub beds, tree beds and rings, sand volleyball areas, horseshoe pits, exercise stations, and generally all areas within the confines of the park that are not turf, structures, or wooded greenbelt areas.
- i. **Ant Mounds, Litter and Debris Removal:** All plant beds shall be maintained 100% free of litter and large items of debris (items larger than grass clippings and mulch). Must knock down any ant mounds in the landscape beds.
  - ii. **Weed Control:** A Weed is defined by any plant material that is not wanted in the bed and/or came up voluntarily came up. This included nut sedge that may need to be treated with a sedge herbicide like sedge-hammer or image and volunteer tree seedlings that pop up into and around plants. Several of the park beds have issues with volunteer tree seedlings that pop up into and around landscaping plants. These trees must be pulled out. Plant beds must be kept free of weeds. **Beds must be weeded at each mowing frequency.** Weeds will be thoroughly removed by mechanical means (e.g. hands or tools). Turf grass, rye grass, or weeds, which cannot be removed with a line trimmer, must be removed

by hand. A pre-approved post-emergent may be used judiciously and sparingly during the warm, dry seasons. Post emergent cannot be used in the landscape beds at Smart Financial Plaza. The dead plant material produced by these applications must be removed and properly discarded on the next scheduled maintenance period. Extreme care must be exercised using these products in proximity to turf, annuals, perennials, shrubs, ground covers, trees, and other non-weed plants. If round up kills a plant, then it is up to the contractor to replace that plant with the same kind of plant in 48 hours or less. Special attention to wind, direction, and care must be taken so round up does not kill wanted grass and plants. IF the contractor is found to not be responsible with the herbicide spraying, then permission to use herbicide sprays in that area will be removed and the contractor has to pull all the weeds by hand.

- iii. **Trimming:** All shrubs must be pruned to meet the intent of the landscape design. Shrubs and ornamental grasses must be pruned at least five (5) times per growing season. Turks Cap must be pruned to be consistent and hold a manicured shape, should not let them get above 4' tall. Ground cover must be pruned to maintain an even and manicured shape. Ground cover at the Plaza needs to be cut back every time the park is mowed. Winter Cut Back - (*liriope* only once during winter and roses and ornamental grasses to be cut back in February). **ALL ROSES IN ALL PARKS MUST BE CUT BACK IN FEBURARY.** All plants that have die back from the winter must be pruned to remove the dead in the early spring time. Ground covers must be edged to keep plant growth off curbs, sidewalks, buildings, and turf areas. Damaged and dead shrub branches, ground cover, and perennials must be removed as needed. Special care must be taken to ensure that shrubs are pruned such that they do not pose a hindrance to pedestrian or vehicular traffic. All shaped hedge plants, hedged shrubs, and myrtles (for example parking lot at Lost Creek Park) must be hedged at least once per month in none growing season and twice per month in growing season to maintain a nice even manicured shape.
- iv. **Mulching:** All established plant beds (tree rings, shrub beds, perennial beds, and ground cover beds) will be mulched twice a year during the months of October and April to maintain a depth of 3-4" throughout the year. Mulching must be spread in all landscaping beds, all tree in finished mowed areas that are 4" DBH (diameter at chest height) or less are to be mulched to maintain a depth of 2-3". **Must mulch ALL Crepe Myrtles in all parks no exceptions.** Mulch must meet specifications stated in Section II.b.ii. Mulch must be removed 2-3" out from the trunk of shrubs and from any portion of any plants in all beds. Contractor must take care not to bury the plants or cover the plant's underbody with excessive mulch. This kills plants especially the Clara Hawthorns. Care must be taken to place the mulch properly so the plants are not damaged from the mulch.
- d. **Tree & Vine/Woods Maintenance:** Trees within the park system require constant maintenance throughout the year and must remain compliant with the specifications below at all times. Billing for tree maintenance will be spread across the contract term so that the service is included on each monthly invoice. However, more extensive pruning needed to meet height requirements will have to be done more extensively in the

growing season. At a minimum, this maintenance needs to be performed at the beginning of each month. The following tree maintenance specifications do not apply to undeveloped and unmaintained park property. Must haul off-site all generated debris.

- i. **Pruning:** to properly prune a tree or vines as required in the below specifications.
- ii. **General Pruning Standards:** Trees must be pruned with the proper tools and according to industry standards found in the American National Standard for Pruning, ANSI A300 and include: complete Hazard Reduction Pruning and Maintenance Reduction Pruning (crown reduction or shaping and crown restoration where required). Failure to prune trees properly may delay payments or be cause for termination of the contract. For approved pruning methods, please utilize the ISA Best Management Practices Tree Pruning (Revised 2008).
- iii. **Pruning of Low Branches:** All tree branches in Schedule A, B, & C will be pruned to a minimum of 12' height clearance over all roadways and parking lots that are in or adjacent to maintained park property. In addition, 8' height clearance must be maintained over all sidewalks and trails. Pruning with a machete is not allowed. **Violations of pruning standards and using a machete will be cause for deduction of payment from invoices** (\$50 for each documented/observed instance).
- iv. **All fallen limbs** that are too large to be mulched with the mower, must be picked up and disposed of in a Park dumpster or taken off sight. Do not put them in the trash barrels.
- v. **Cullinan Park** – debris/vine push back along woods and finish mow sections of park and along park entrance road. Prune limbs and vines 12' above park road and parking lot and at least 6' above finish mowed areas. Keep wood line maintained and pushed back as needed. Keep trails cleared to 8' above all trails. Cannot creep in. This shall be done at a constant year around 17 X a year so it stays consistent.
- vi. **Oyster Creek and Lost Creek Trail Tree and Vine Maintenance** - maintain wood's edge. Keep it at least 5' back from all trails unless noted in the park map. Maintain 8' above trails. Push back vines, limbs and trees to 6' clearance at finish mowed areas too. Cannot creep in. This shall be done at a constant year around 17 X a year so it stays consistent. Must maintain the edges. Mowing along this trail is to be done along with Schedule B at 46 X a year. Keep tree limbs and vines at least 5' away from the 15' tall trail light fixtures.
- vii. **Disc Golf Areas at Imperial Park** – maintain edge of woods and vines to current location. Cannot creep in. This shall be done at a constant year around 17 X a year so it stays consistent. The edges shall be maintained at 6' so the finish mowers can mow and 8' above the disc golf lanes. This included the woods on the other side of the park close to 90A. This includes the section of woods on the Northern end of the park next to the main parking lot and highway 90A.

- viii. Mulching and Weed Control:** Mulching and weed control for tree rings is covered under plant bed maintenance in Section X.c.v. Trees with a DBH (diameter at chest height) of 4' or less will have a raised mulch ring & all Crepe Myrtles must be mulched; see Tree Planting Guidelines published by the Houston Area Urban Forestry Council for exact construction details for the ring. Do not pile mulch against tree trunk or create "Mulch Volcanoes".
- ix. Brazos River Park Trail Tree and Vine Maintenance -** maintain wood's edge. Keep it at least 10' back from all trails unless noted in the park map. Maintain 8' above trails. Push back vines, limbs and trees to 6' clearance at finish mowed areas too. Cannot creep in. This shall be done at a constant year around 17 X a year so it stays consistent. Must maintain the edges. Mowing along this trail is to be done along with Schedule B at 46X a year.
- x. Lost Creek Park –** Maintain and keep woods edge line pushed back from soccer fields LC-3, LC-4, LC-11 and the BMX dirt bike track. At LC-3 and LC-4, must maintain woods edge line 5' back from the green out of bounds fence. Limbs/vines must be pruned all the way up. Must keep branches/vines at least 5' back from sports light fixtures. At LC-11, must keep all branches/vines at least 10' away from soccer field side lines and 5' back from the sport light fixtures. No fields shall have vegetation overhanging onto the fields at anytime. At the BMX track, must keep vegetation/limbs/vines back 5' from track and not let it overhang. Must haul off debris in this area due to bike trail being too close to drop limbs back into woods.
- e. Fertilization:** Provide pricing to apply fertilizer to ALL plant beds in Schedule A-C locations two (1) times per year using City-purchased fertilizer products. In addition, fertilizer shall be applied to Dog Park (5 acres), Tizr No. 4 Smart Financial Plaza Turf and Beds (2 acres) and Oyster Creek Park (6 acres) 2x a year. The City-purchased fertilizer products will be picked up from the park maintenance shop at 2120 Austin Parkway and spread at the rate recommended by the manufacturer. The fertilizer is typically Microlife fertilizer and shall be allied at 15-20 lbs. per 1,000 SF. Do not leave clumps of fertilizer inside dog park or anywhere or we will get complaints. Spread it out if you spill some. Dog Park has to be fertilized on Mondays when park is closed. The approximate dates for fertilization are March and September. Fertilizers must be spread with the appropriate equipment to maintain even distribution and to spread at the rate listed on the label or per Superintendent's instructions. Due to budget limitations all Schedule A-C acreage may not be fertilized during each frequency. Invoices should only include locations where material was applied. Location maps with acreages will be given to contractor when product is picked up from 2120 Austin Parkway. These maps must be dated and returned back to the shop every day or two to update Superintendent on progress. Must blow fertilizer off all concrete areas before you leave the site.
- f. Fire Ant Bait Applications:** All Schedule A, B, & C sites will have 1.5 pound per acre of City-purchased fire ant bait product applied on all finished mowed turf areas in order to control fire ant populations two times a year. The Fire Ant bait will be picked up by the contractor from the City's park maintenance shop at 2120 Austin Parkway and will be applied in March and September. Fire Ant bait must not be applied within 8 hours of anticipated rainfall; if so, the bait must be reapplied at the expense of the contractor

when conditions are appropriate. See the manufacturer's directions on the product for specific instructions for application. Location maps with acreages will be given to contractor when product is picked up from 2120 Austin Parkway. These maps must be dated and returned back to the shop every day or two to update Superintendent on progress.

- g. Rye Grass Seed Application:** will be picked up by the contractor from the City's park maintenance shop at 2120 Austin Parkway and will be applied in November. Contractor will need to mow areas right before application so that a minimum of 10 days can go by before the areas are mowed again. Location maps with acreages will be given to contractor when product is picked up from 2120 Austin Parkway. These maps must be dated and returned back to the shop every day or two to update Superintendent on progress. Rye grass is spread at Memorial Park, Oyster Creek Park, and Eldridge Park. Not all finished mowed areas are spread at these parks. About 5 acres is spread inside the fence at Memorial Park Dog Park, around 6 acres is spread in the main section "bowl" of Oyster Creek Park, and around 6 acres is spread at Eldridge Park EP-11 Practice Soccer Field, and some common areas around the pavilion.

**h. Irrigation Backflows:**

- i. Annual backflow preventer inspection:** The contractor must perform an annual inspection on each backflow preventer or utilize a license sub-contractor. If the contractor is performing the work, they must be licensed. These inspections should take place during the months of January to February each year. Currently the parks system has 24 backflow preventers as listed below. The results of the backflow inspections and certifications must be provided to the City's contract representative and the City Utilities Department by the end of February. The City uses the BSI Online Backflow Tracking System. There is a \$6.95 fee per backflow test report entered. The cost for these inspections and certifications must be included in the cost of each site's inspection charge. Must notify the City when a backflow fails the test. Provide a quote to repair backflow. Must be able to perform the backflow repair to a passed testing status if the City approves the quote to repair backflow.

Backflow Preventers		
City Park	2 Mayfield	1
Colony Bend	Meadow Lakes	
Covington West	Oyster Creek	3
Duhasek	1 Park at the Levee	1
Eldridge	4 River Gable	
First Colony	River Park Splashpad*	2
Smart Financial Plaza	3 Settlers Way	2
Imperial	2 Slockett	
Crown Festival Site	1 Sugar Lakes	1
Lost Creek	Sugar Mill	1
Memorial	3 Brazos River Park	1
<b>Total Backflow Preventers = 28</b>		
* located near intersection of Summit Creek & Clawson Falls		
BSI Online CCN# 3L37-B4WQ		

**XI. Specific Park Specifications for Additional Clarifications****Brazos River Park Phase II & Festival Site Landscape Maintenance Plan Additional Clarifications**

1. Schedule F is a tractor mowed or rough cut mowing for native seed mix, but only 2 times a year. This is in January and late June.
2. Gabion rock walls in the 2 large ditches leading to the lake will need to be lined trimmed or controlled with round up or approved equal.
3. DG trail will need to be line trimmed or sprayed with round up or approved equal.
4. The ditches along the road will be mowed 60" from road & parking lot (tops) and the V sections or lower part of the ditches will be Schedule F tractor mowed 2X a year.
5. Most areas along the sidewalk and paths have a 10' Schedule B mowing path unless noted in mowing map (along road the mowing line is extended to cover the large live oak trees).

**TIRZ No. 4 Plaza Landscape Maintenance Plan Additional Clarifications**

1. Cannot use round up in the beds and planters. Must hand pull weeds. May use limited Image or approved other Asian Jasmine approved label for killing weeds in AJ beds.
2. Schedule B mowing for Bermuda Sod - 46 times a year.
3. Do not use round-up in the planting beds.
4. Fertilize all turf and planting beds with City supplied fertilizer 2x a year.
5. Control of weeds in gravel and concrete areas. Round up can be used in the DG and rock areas and the sidewalk expansion joints.
6. After winter, remove dead plant material (deadhead). Ornamental grasses need to be cut back also. February will require rose cutback & trim/prune plants as necessary throughout year.
7. City will provide the fire ant bait.
8. Empty all trash cans and pick up trash from area.
9. For Plaza:  
Schedule B: 1.1 acres. Entire area to be covered even though it is not all turf. Remove leaves and clippings from entire area and dispose of. Hand pull weeds from all plant beds.

**Cullinan Park Landscape Maintenance Plan Additional Clarifications**

1. Must weed eat around the 100 new 15 gallon trees and weed eat around trees in the extended 25' mowed area in the tree line.
2. Weed eat around new restroom plaza and ATU fence.
3. Finish mow around the new restroom and Septic ATU areas per the map. Finish mow Schedule B around the new sidewalk trails and new DG trails at the end of the boardwalk/sidewalk trail and at the end of the restroom that stops at the dirt trail.
4. The rest of the dirt trails are Schedule D – Trail maintenance (includes only trails through wooded or tractor mowed areas. Sidewalks and trails through Schedule B and C locations are included in acreage totals for the schedules above.
5. Includes Cullinan Park 1-acre spray head area Schedule E 14X a year. This is the 5 irrigation spray heads that are partially in the wooded area behind the restroom. This area is required to be maintained in this contract. The ground is uneven with trees in close proximity of each other and may require some weed eater work to keep it maintained.
6. DG trail will need to be line trimmed or sprayed with round up or approved equal.



7. Most areas along the new sidewalk and paths have a 5' Schedule B mowing path unless noted in mowing map.
8. Must blow debris off new sidewalk trail and maintain the limbs to 8' above sidewalk and keep forest line pushed back. Maintain the edge 5' past the sidewalk and DG trails.
9. There are at least 4 trash cans along the concrete trail that need to be emptied along with the other cans in the Schedule B areas.
10. Must weed eat and mow around the new bird blind overlook and along the edges of the new water crossing bridge at the end of the new concrete trail.

## XII. Services Required Frequency Schedule:

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Schedule A &amp; B - Community Parks</b>													
Schedule A - Turf maintenance*	2	4	4	4	5	4	5	4	4	5	3	2	46
Schedule B - Turf Maintenance*	2	4	4	4	5	4	5	4	4	5	3	2	46
Plant bed maintenance	2	4	4	4	5	4	4	4	4	4	3	2	44
Tree maintenance/Vines/Woods	1	1	1	1	2	2	2	2	2	1	1	1	17
Litter, trash, and debris removal	10	8	8	8	10	8	10	8	8	10	8	8	104
Fertilizer treatment	0	0	1	0	0	0	0	0	1	0	0	0	2
Fire Ant Treatment	0	0	0	1	0	0	0	0	0	1	0	0	2
Rye Grass Application	0	0	0	0	0	0	0	0	0	0	1	0	1
Plant bed mulch	0	0	0	1	0	0	0	0	0	1	0	0	2
<b>Schedule C - Neighborhood parks</b>													
Schedule C - Turf Maintenance*	2	4	4	4	5	4	5	4	4	5	3	2	46
Plant bed maintenance	2	4	4	4	5	4	4	4	4	4	3	2	44
Tree maintenance	1	1	1	1	2	2	2	2	2	1	1	1	17
Litter, trash, and debris removal	6	8	8	8	10	8	10	8	8	10	6	6	46
Fertilizer treatment	0	0	1	0	0	0	0	0	0	1	0	0	2
Fire Ant Treatment	0	0	0	1	0	0	0	0	0	0	0	0	1
Plant bed mulch	0	0	1	0	0	0	0	0	0	1	0	0	2
<b>Schedule D - Trail maintenance</b>													
Schedule D - Turf Maintenance**	1	1	1	1	1	2	2	1	1	1	1	1	14
Plant bed maintenance	1	1	1	1	1	2	2	1	1	1	1	1	14
Tree/Vine/Woods maintenance	1	1	1	1	1	2	2	1	1	1	1	1	14
Litter, trash, and debris removal	1	1	1	1	1	2	2	1	1	1	1	1	14
<b>Schedule E - tractor mowing</b>													
Schedule E - Tractor mowing	1	1	1	1	1	2	2	1	1	1	1	1	14
Litter, trash, and debris removal	1	1	1	1	1	2	2	1	1	1	1	1	14
*46 times a year included the 2 add alternates													
**Oyster Creek and Lost Creek Trails are mowed 46X a year along with schedule B													

**XIII. BID TABULATION****COMMUNITY PARKS**

City Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing		44	
Schedule B - Turf mowing, edging, and line trimming		44	
Plant bed maintenance		44	
Litter, trash, and debris removal		104	
Fertilizer application		2	
Fire Ant Bait appication		2	
Landscape bed mulch		2	
Backflow inspection (2 backflows)		1	
<b>Total City Park</b>			

**Add Alternates**

Schedule A - Field mowing		2	
Schedule B - Turf mowing, edging, and line trimming		2	
Tree & Vine/Woods maintenance		17	

Duhacsek Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming		44	
Schedule E - Tractor mowing		14	
Plant bed maintenance		44	
Litter, trash, and debris removal		104	
Fertilizer application		2	
Fire Ant Bait Application		2	
Landscape bed mulch		2	
Backflow inspection (1 backflow)		1	
<b>Total Duhacsek Park</b>			

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming

2

Tree &amp; vine/woods maintenance

17

Eldridge Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing		44	
Schedule B - Turf mowing, edging, and line trimming		44	
Plant bed maintenance		44	
Litter, trash, and debris removal		104	
Fertilizer application		2	
Fire Ant Bait application		2	
Rye Grass Application		1	
Landscape bed mulch		2	
Backflow inspection (4 backflows)		1	
<b>Total Eldridge Park</b>			

**Add Alternates**

Schedule A - Field mowing

2

Schedule B - Turf mowing, edging, and line trimming

2

Tree &amp; vine/woods maintenance

17

First Colony Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing		44	
Schedule B - Turf mowing, edging, and line trimming		44	
Plant bed maintenance		44	
Litter, trash, and debris removal		104	
Fertilizer application		2	
Fire Ant Bait application		2	
Landscape bed mulch		2	

**Total First Colony Park****Add Alternates**

Schedule A - Field mowing	_____	2	_____
Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Imperial Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
Tree & Vine/Woods maintenance	_____	17	_____
Litter, trash, and debris removal	_____	104	_____
Fertilizer application	_____	2	_____
Fire Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (2 backflows)	_____	1	_____
<b>Total Imperial Park</b>			=====

**Add Alternates**

Schedule A - Field mowing	_____	2	_____
Schedule B - Turf mowing, edging, and line trimming	_____	2	_____

Lost Creek Park	Unit Cost	# of frequencies	Total Cost
Schedule A - Field mowing	_____	44	_____
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Schedule D - Trail Maintenance	_____	46	_____
Schedule E - Tractor	_____	14	_____
Plant bed maintenance	_____	44	_____
Tree & Vine/Woods maintenance	_____	17	_____
Litter, trash, and debris removal	_____	104	_____
Fertilizer application	_____	2	_____
Fire Ant Bait application	_____	2	_____

Landscape bed mulch	_____	2	_____
	_____		_____

**Total Lost Creek Park****Add Alternates**

Schedule A - Field mowing	_____	2	_____
Schedule B - Turf mowing, edging, and line trimming	_____	2	_____

Oyster Creek Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Schedule D - Trail Maintenance	_____	46	_____
Schedule E - Tractor mowing	_____	14	_____
Plant bed maintenance	_____	44	_____
Tree & Vine/Woods maintenance	_____	17	_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Fire Ant Bait application	_____	2	_____
Rye Grass application	_____	1	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (3 backflows)	_____	1	_____
<b>Total Oyster Creek Park</b>			=====
<b>Add Alternates</b>			
Schedule A - Field mowing	_____	2	_____
Schedule B - Turf mowing, edging, and line trimming	_____	2	_____

Sugar Land Memorial Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Schedule D - Trail Maintenance (Brindley Trail)	_____	14	_____
	_____		_____
Plant bed maintenance	_____	44	_____
	_____		_____

## CITY OF SUGAR LAND

## INVITATION TO BID NO. 2020-08

Litter, trash, and debris removal	_____	104	_____
Irrigation inspection	_____	0	_____
Fertilizer application	_____	2	_____
Fire Ant Bait application	_____	2	_____
Rye Grass application	_____	1	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (3 backflows)	_____	1	_____
<b>Total Sugar Land Memorial Park</b>			=====

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Tirz No. 4 Plaza	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
Fertilizer application	_____	2	_____
Litter, trash, and debris removal	_____	104	_____
Fire Ant Bait application	_____	2	_____
	_____		_____
Landscape bed mulch	_____	2	_____
Backflow inspection (3 backflows)	_____	1	_____
<b>Total TIRZ No. 4 Plaza</b>			=====

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Brazos River Park & Crown Festival Site	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____

Schedule B - Road to Memorial Park	_____	44	_____
Schedule E - Tractor mowing	_____	14	_____
Schedule F - Tractor Mowing 2x a Year	_____	2	_____
Plant bed maintenance	_____	44	_____
Tree & vine/woods maintenance	_____	17	_____
Litter, trash, and debris removal	_____	104	_____
Fire Ant Bait application	_____	2	_____
	_____		_____
Landscape bed mulch (Including All Parking Lot Trees)	_____	2	_____
Backflow inspection (2 backflows)	_____	1	_____
<b>Total Brazos River Park</b>			=====

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
Schedule B - Road to Memorial Park	_____	2	_____

Cullinan Park	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
	_____		_____
Schedule B - 1 acre ATU Spray Head Area	_____	44	_____
Tree & vine/woods maintenance	_____	17	_____
Litter, trash, and debris removal	_____	104	_____
Fire Ant Bait application	_____	2	_____
	_____		_____
Landscape bed mulch (130 New Trees Only)	_____	2	_____
	_____		_____
<b>Total Cullinan Park</b>			=====

**Add Alternates**

Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
Schedule B - 1 acre ATU Spray Head Area	_____	2	_____

**Neighborhood PARKS**

Colony Bend	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming		44	
Plant bed maintenance		44	
Litter, trash, and debris removal		46	
Fertilizer application		2	
Ant Bait application		2	
Landscape bed mulch		2	
<b>Total Colony Bend Park</b>			

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming		2	
Tree & vine/woods maintenance		17	

Covington West	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming		44	
Plant bed maintenance		44	
Litter, trash, and debris removal		46	
Fertilizer application		2	
Ant Bait application		2	
Landscape bed mulch		2	
<b>Total Covington West Park</b>			

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming		2	
Tree & vine/woods maintenance		17	



Highlands Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait Application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total Highlands Park</b>			=====
<b>Add Alternate</b>			
Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Lonnie Green Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total Lonnie Green Park</b>			=====
<b>Add Alternate</b>			
Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Mayfield Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait Application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (1 backflow)	_____	1	_____
<b>Total Mayfield Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Mesquite Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
<b>Total Mesquite Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Meadow Lakes Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total Meadow Lakes Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Park at the Levee	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (1 backflow at park and 1 at Splash Pad)	_____	1	_____
<b>Total Park at the Levee</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

River Gable Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total River Gable Park</b>			=====
<b>Add Alternate</b>			
Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Settlers Way Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer and Fire Ant bait application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (2 backflows)	_____	1	_____
<b>Total Settlers Way Park</b>			=====
<b>Add Alternate</b>			
Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Slockett Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total Slockett Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Sugar Lakes Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (1 backflow)	_____	1	_____
<b>Total Sugar Lakes Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Sugar Mill Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
Backflow inspection (1 backflow)	_____	1	_____
<b>Total Sugar Mill Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

Thomas James Park	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Plant bed maintenance	_____	44	_____
	_____		_____
Litter, trash, and debris removal	_____	46	_____
Fertilizer application	_____	2	_____
Ant Bait application	_____	2	_____
Landscape bed mulch	_____	2	_____
	_____		_____
<b>Total Thomas James Park</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
Tree & vine/woods maintenance	_____	17	_____

**MUNICIPAL PROPERTY**

Gannoway Lake	Unit Cost	# of frequencies	Total Cost
Schedule C - Turf mowing, edging, and line trimming	_____	44	_____
Litter, trash, and debris removal	_____	46	_____
Tree & vine/woods maintenance	_____	14	_____
<b>Total Gannoway Lake</b>			=====

**Add Alternate**

Schedule C - Turf mowing, edging, and line trimming	_____	2	_____
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River Park - Trail & Centerpoint Easement	Unit Cost	# of frequencies	Total Cost
Schedule D - Trail Maintenance	_____	14	_____
Schedule E - Tractor mowing	_____	14	_____
Litter, trash, and debris removal	_____	14	_____
Tree & vine/woods maintenance	_____	17	_____
<b>Total River Park Trail &amp; Centerpoint Easement</b>			=====

Telfair - Cemetery & Sport Park Tract	Unit Cost	# of frequencies	Total Cost
Schedule B - Turf mowing, edging, and line trimming	_____	44	_____
Schedule E - Tractor mowing	_____	14	_____
Litter, trash, and debris removal	_____	14	_____
<b>Total Telfair Cemetery &amp; Sports Park Tract</b>			=====

**Add Alternate**

Schedule B - Turf mowing, edging, and line trimming	_____	2	_____
---	-------	---	-------

**Included Additional Services**

	Unit Cost Per Man Hour	man hours	Total Cost
Trash Crew Clean Up Park After An Event Crew w/ Truck and Proper Equipment	_____	96	_____

Dead Tree Removal/Tree Trimming Crew Including Proper  
Equipment, Truck/Trailer

160

Backflow Rebuild Including Labor and Kit

5 units

**Total Additional Services**

### BID TABULATION TOTALS

**Subtotal All Parks Listed Above**

**Subtotal Additional Services**

**TOTAL BASE BID (ALL PARKS, ALL SERVICES)**

**Total Add Alternates (2 additional mowings schedule  
A, B & C & Tree & Vine/Woods Maintenance)**

### Additional Services As Needed

Schedule A - push/walk behind mowing per acre:

Schedule B - Turf mowing, edging, and line trimming per  
acre:

Schedule C - Turf mowing, edging, and line trimming per  
acre:

Schedule E - Tractor mowing per acre:

Fertilizer and Fire Ant bait application per acre

Litter, trash, and debris removal per man hour:



Tree trimming per man hour:

---

Landscaping/planting per man hour:

---

Material Mark Up from List Price %

---

**EXHIBIT A**  
**PARKS LANDSCAPE MAINTENANCE MAPS**

**SECTION V**  
**REQUIRED FORMS**  
**BID NO. 2020-08**

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. Bid Bond
5. Bidder Customer/Client References & Ongoing Projects
6. Conflict of Interest Questionnaire (CIQ Form)
7. Certification Regarding Debarment
8. Equipment List

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	November 6, 2019 November 13, 2019
2	ITB Posted to publicpurchase.com	November 6, 2019
3	Optional Pre-Bid Meeting	November 20, 2019 @ 10:30am
4	Questions Deadline	December 5, 2019 @ 3:00 pm
5	Questions Answered and Addendum posted	December 6, 2019 @ 3:00 pm
6	Bids Due	December 12, 2019 @ 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 & CIQ/CERTIFICATION REGARDING DEBARMENT FORMS COMPLETED
- ☐ 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 6. COMPLETED ORIGINAL BID BOND EXECUTED BY THE BIDDER AND SURETY ENCLOSED
- ☐ 7. COMPLETE LIST OF ONGOING PROJECTS.
- ☐ 8. EQUIPMENT LIST
- ☐ 9. THE ENVELOPE HAS BEEN ADDRESSED TO:

**IF HAND DELIVERED:**

City of Sugar Land  
City Secretary Office, 1<sup>st</sup> 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

- ☐ 10. 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: \_\_\_\_\_

## 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. \_\_\_\_\_

**BID BOND****Bond No:** \_\_\_\_\_**Name of Surety:** \_\_\_\_\_**Name of Bidder, as Principal:** \_\_\_\_\_**Name of Owner, as Obligee:** City of Sugar Land, Texas**Name of Project:** Parks Landscape Maintenance Services**CIP Project No:** \_\_\_\_\_**Bond Amount (5% of Bid, including alternates):** \_\_\_\_\_**RECITALS:**

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

**AGREEMENT:**

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

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

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

**Bidder:**

---

(Typed Firm Name)

(Seal)

By: 

---

(Signature—Attorney in Fact)

---

(Printed Name)

---

(Title)

---

---

(Physical Address)

---

---

**Surety:**

---

(Typed Firm Name)

(Seal)

By: 

---

(Signature— Attorney in Fact)

---

(Printed Name)

---

(Title)

---

---

(Physical Address)

---

---

**CITY OF SUGAR LAND**

**INVITATION TO BID NO 2020-08**

(Mailing Address)

(Mailing Address)

\_\_\_\_\_

\_\_\_\_\_

(Telephone No. with Area Code)

(Telephone No. with Area Code)

Facsimile No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Date of Execution)

(Date of Execution)

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

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



**PERFORMANCE BOND****Bond No:** \_\_\_\_\_**Name of Surety:** \_\_\_\_\_**Name of Contractor as Principal:** \_\_\_\_\_**Name of Owner as Obligee:** City of Sugar Land, Texas**Name of Project:** Parks Landscape Maintenance Services**CIP Project No:** \_\_\_\_\_**Date of Contract:** \_\_\_\_\_**(Not before Bond execution date)****Bond Amount (Contract Price):** \_\_\_\_\_**RECITALS:**

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Performance Bond.

**AGREEMENT:**

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

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
- 2. DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
- 3. NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure

to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.

**4. SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT.** Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:

- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
- (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.

- (b) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.

- (c) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.
  - (d) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.
- 5. SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:
- (a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and
  - (b) Acts or omissions of the Surety; and
  - (c) Owner's compliance with the Surety's directions or requests.
- 6. SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.
- 7. GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
- 8. INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.
- 9. SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

**Contractor:**

\_\_\_\_\_

(Typed Firm Name)

(Seal)

By: \_\_\_\_\_

(Signature—Attorney in Fact)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Physical Address)

\_\_\_\_\_

\_\_\_\_\_

(Mailing Address)

\_\_\_\_\_

(Telephone No. with Area Code)

\_\_\_\_\_

(Date of Execution)

**Surety:**

\_\_\_\_\_

(Typed Firm Name)

(Seal)

By: \_\_\_\_\_

(Signature—Attorney in Fact)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Physical Address)

\_\_\_\_\_

\_\_\_\_\_

(Mailing Address)

\_\_\_\_\_

(Telephone No. with Area Code)

\_\_\_\_\_

(Date of Execution)

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

**PAYMENT BOND**

Bond No: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contractor, as Principal: \_\_\_\_\_

Name of Owner, as Obligee: **City of Sugar Land, Texas**Name of Project: **Parks Landscape Maintenance Services**

CIP Project No: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

(Not before Bond execution date)

Bond Amount (Contract Price): \_\_\_\_\_

**RECITALS:**

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Payment Bond.

**AGREEMENT:**

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

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.

- 4. SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be performed.
- 5. GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Fort Bend County, Texas.
- 6. INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
- 7. SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

**Contractor:**

---

(Typed Firm Name)

(Seal)

By: 

---

(Signature—Attorney in Fact)

---

(Printed Name)

---

(Title)

---

(Physical Address)

---

---

(Mailing Address)

---

**Surety:**

---

(Typed Firm Name)

(Seal)

By: 

---

(Signature—Attorney in Fact)

---

(Printed Name)

---

(Title)

---

(Physical Address)

---

---

(Mailing Address)

---

**CITY OF SUGAR LAND**

**INVITATION TO BID NO 2020-08**

(Telephone No. with Area Code)

(Telephone No. with Area Code)

---

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(Date of Execution)

(Date of Execution)

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

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

Please include a minimum of three (3) similar work experiences

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIZE/SCOPE OF SERVICES: \_\_\_\_\_

\_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIZE/SCOPE OF SERVICES: \_\_\_\_\_

\_\_\_\_\_



3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIZE/SCOPE OF SERVICES: \_\_\_\_\_

\_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIZE/SCOPE OF SERVICES: \_\_\_\_\_

\_\_\_\_\_

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

Pursuant to Section 2270.001, Texas Government Code:

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION / TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

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

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
    - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
  - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

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

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

prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.

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

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

---

Company Name

Address

---

Names(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

---

Project Name

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

Revised 11/30/2015

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## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

- (3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# SAMPLE

**CITY OF SUGAR LAND  
STANDARD CONTRACT FOR GENERAL SERVICES**  
Over \$50K  
(Rev. 6-5-19)

**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 of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

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

### **III. Standard Contractual Provisions.**

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

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

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

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

D. Liability and Indemnity. 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. 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. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

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

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

**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 (1 page)
- A-2. [Contractor's proposal/quote/bid/etc.] dated \_\_\_\_\_ (\_\_\_ pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (3 pages)
- B-2. (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](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):															
<b>INSURED</b> XYZ Company 123 Apple Street Tampa, FL 22222-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F : Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Carrier	00000	INSURER B : Insurance Carrier	00000	INSURER C : Insurance Carrier	00000	INSURER D : Insurance Carrier	00000	INSURER E : Insurance Carrier	00000	INSURER F : Insurance Carrier	00000
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	Y Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y Y	123456789	01/01/1900	01/01/1900	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<b>Builder's Risk</b> Professional Services	Y Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

## CERTIFICATE HOLDER

## CANCELLATION

City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
---	---

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ACORD 25 (2010/05)

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(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 PARKS LANDSCAPE MAINTENANCE SERVICES

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

#### Coverages Required & Limits (Figures Denote Minimums)

- X Workers' Compensation Statutory limits, State of TX.
- X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate
- X Commercial General Liability:
- |                       | <u>X</u> Very High/High Risk | Medium Risk | Low Risk  |
|-----------------------|------------------------------|-------------|-----------|
| Each Occurrence       | \$1,000,000                  | \$500,000   | \$300,000 |
| Fire Damage           | \$300,000                    | \$100,000   | \$100,000 |
| Personal & ADV Injury | \$1,000,000                  | \$1,000,000 | \$600,000 |
| General Aggregate     | \$2,000,000                  | \$1,000,000 | \$600,000 |
| Products/Compl Op     | \$2,000,000                  | \$500,000   | \$300,000 |
| XCU                   | \$2,000,000                  | \$500,000   | \$300,000 |
- X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
- | <u>X</u> Very High/ High Risk | Medium Risk            | 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)
- Other Insurance Required: None

#### BIDDER STATEMENT

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

BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_

]

**EXHIBIT B-3**

Addendum No. 1 to ITB 2020-08 dated November 20, 2019

*(See Attached)*





## **CITY OF SUGAR LAND**

### **PURCHASING OFFICE**

### **INVITATION TO BID 2020-08**

### **PARKS LANDSCAPE MAINTENANCE SERVICES**

### **ADDENDUM #1**

**WEDNESDAY, NOVEMBER 20, 2019**

The City of Sugar Land will be holding a non-mandatory tour of **Sugar Land Memorial Park** on **Monday, December 2, 2019 at 9:00 a.m.** All interested contractors are asked to meet at the main lake pavilion.

Sugar Land Memorial Park  
15300 University Boulevard  
Sugar Land, TX 77479

Contractors are encouraged to view all of the Parks included in this Invitation to Bid.

**\*\*This Addendum must be acknowledged on the form found in the bid packet**

**EXHIBIT B-3**

Addendum No. 2 to ITB 2020-08 dated December 5, 2019

*(See Attached)*



**CITY OF SUGAR LAND  
PURCHASING OFFICE**

**INVITATION TO BID  
BID NO. 2020-08 PARKS LANDSCAPE MAINTENANCE SERVICES**

**ADDENDUM #2  
THURSDAY, DECEMBER 5, 2019**

Questions

1. Also, at River Park Trail Park, east and west of 90, where are we allowed to park to service the trails?

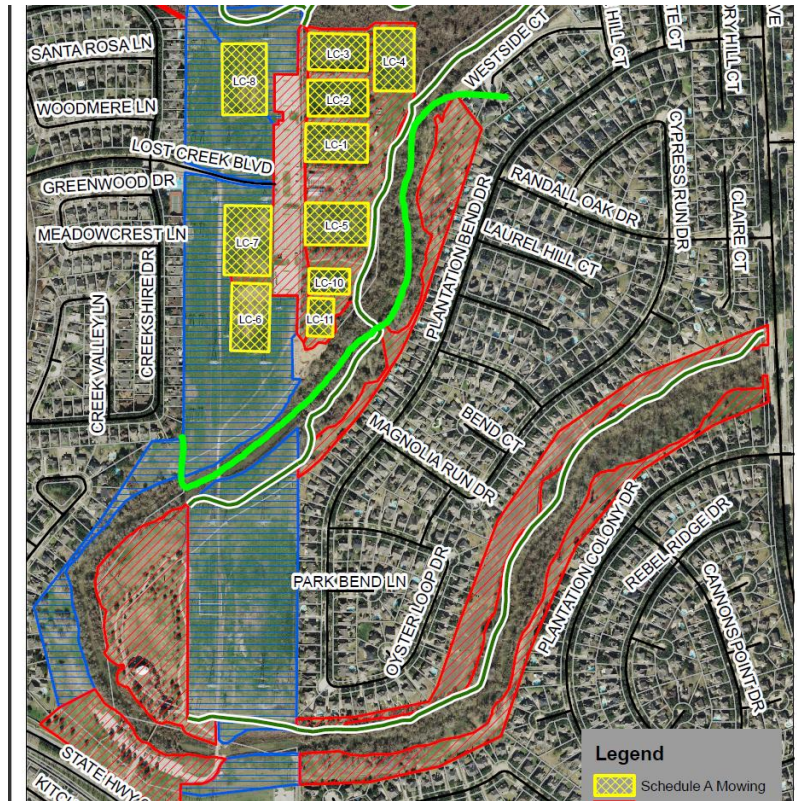
**Parking for the River Park trails can be done at either Park at the Levee driveway or you can park at the powerline easement, i.e. the tractor mow area located on the River Park Trail West Map.**

2. Do we need to blow off the leaves on the pathway or leave the trail natural? Are we primarily keeping the vegetation off the trails on each side?

**The leaves on the natural surface trails do not specifically need to be blown off with a backpack blower. When these trails are mowed, the discharge from the mowers can assist removed organic tree from the trails as the mowers go along. Do not discharge onto the trails. All limbs and trash must be removed from the trails. The primary thing it to mow the grass/weeds on both sided of the trail and keep the trail clearances.**

3. Can we get the boundary lines shown on the site plan between Oyster Creek and Lost Creek Parks? The pricing schedule shows them separated and I would like to know what areas go to what park.

**There really is not a divider line between these two parks since it is all park property. For invoice and estimating purposes, we have included a simple divider line between these two parks in lime green line below.**



4. Are we able to use a riding reel mower for the larger soccer fields?  
**Reel mowing is not a requirement in this contract. You can use a reel mower if you prefer, but it is not a requirement. A properly working zero turn rotary mower is fine to use on the soccer fields.**
5. On the trail branch removal, is there a size limit that is included in base contract? Say a 3" or larger caliber tree falls across the path, is cutting that size up a removing supposed to be included?  
**The specifications does not give a size limit. We can say that in the past, if a large tree around 5-6" or more diameter falls on the trails, parks staff has taken care of it in the past.**
6. Are we able to operate a cart on the wooded trails for trash and debris?  
**Yes, as long as it is being operated in a safe manner and not making ruts.**
7. On the price sheet can I state "Included" on the line for bed maintenance? The reason is it will just be an estimate for that specific line item broken out from the base mowing as we just look at the site as a whole to maintain.  
**We would not recommend this. We want the prices broken out so we can see what the Parks Department is paying for each month and if something does not need to get done, then we know how much it is.**

8. Do you all know the quantities for each park for the mulch?

**This information is not known at this time.**

9. What is the current price for the services that are being provided for you all at this time for these services.

**The contract was initially awarded for \$331,421.75. The original bid required pricing for Brazos River Park and the Festival Site. Both parks were included as alternates (because those parks would require services after the initial start of the contract.) However, contractors were asked to provide costs as the City intended to include those Parks once we reached the maintenance period. With amending the contract to include those parks along with addition of several other parks (Cullinan, Mayfield, and the Plaza) over the years – the total has grown to approximately \$490K.**

**\*\*This addendum must be acknowledged in the bid package\*\***



