

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
\$100K and Greater
(Rev. 9-18-19)

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

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Ben Nady

Date:

Date:

2/2/2021

Title:

Title:

AUTHORIZED AGENT

Company: *VORTEX COLORADO, INC.*

APPROVED AS TO FORM:

Jishan Day

II. General Information and Terms.

Contractor's Name and Address:

Vortex Colorado, Inc.
11707 S. Sam Houston Pkwy W., Ste. K
Houston, Texas 77031-2345

Description of Services:

On-Call Overhead Door Repair Services (Bid No. 2021-10)

Maximum Contract Amount:

\$75,000/year (\$375,000 for 5 years)

Effective Date:

On the latest of the dates signed by both parties.

Termination Date:

September 30, 2021, and subject to Section III.C.

Renewal:

This contract will automatically renew for four (4) additional one-year terms under the same terms and conditions, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term, and subject to Section III.C.

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 within 30 days of the invoice date or satisfactory performance of the service, whichever is later, provided that all other requirements as detailed in this Contract have been fulfilled. 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 or invoice.

C. Termination Provisions.

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

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

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

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

D. Liability and Indemnity. A provision of the Contractor's Additional Contract Documents,

Service Agreement or Software License Agreement is void and unenforceable if it: (1) limits or releases the Contractor from liability that would exist by law in the absence of the provision, or (2) waives or limits the City's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. Contractor will be liable for all damages incurred and assume full responsibility for the work to be performed under this Contract. Contractor releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, known and unknown, including, but not limited to, attorney's fees and court costs, for any injury to, including death of, any person whether that person be a third person, the Contractor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with this Contract, whether or not the claims, demands, and causes of action in whole or in part are covered by insurance. The Contractor agrees to indemnify the City, its officers, employees and agents, and hold them harmless against any and all liabilities, including judgments, costs and attorney's fees, for any act or omission by the Contractor under this Contract.

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. Contractor will perform work in a workmanlike manner and take proper care and precautions to ensure the safety of the Contractor's officers and employees.

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

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

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

L. Contractual Limitations Period. A provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents, Service Agreement or Software License Agreement and a provision in this Standard Contract for General Services, 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. Contractor agrees to protect the City from any claim involving copyrights, patent right infringements, or sale franchises.

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. This Contract is additionally governed by the terms and conditions of the City of Sugar Land Invitation to Bid No. 2021-10, On-Call Overhead Door Repair Services, which are incorporated by reference.

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. Vortex Colorado, Inc.'s Bid Response, dated 01/20/2021 (9 pages)
- A-2. Certificate of Interested Persons with Certification of Filing (1 page)
- A-3. House Bill 89 Verification (1 page)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)

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: Vortex Colorado, Inc.

AGENTS NAME: Brian Newberry

AGENTS TITLE: Authorized Agent

MAILING ADDRESS: 11707 S. Sam Houston Pkwy W., Ste. K

CITY, STATE, ZIP: Houston, TX 77031-2345

PHONE & FAX NUMBERS: Phone: (281) 988-0004 Fax: (281) 988-0014

E-MAIL ADDRESS: briann@vortexind.com

AUTHORIZED SIGNATURE: *Brian Newberry*

DATE: 01/21/2021

PRICING

ALL LOCATIONS ARE IN SUGAR LAND, TEXAS

➤ REPAIR/INSTALLATION RATES

	1 Man Crew	2 Man Crew
❖ REGULAR HOURLY RATE	\$ <u>128.00</u>	\$ <u>188.00</u>
❖ OVERTIME HOURLY RATE	\$ <u>192.00</u>	\$ <u>282.00</u>
❖ EMERGENCY HOURLY RATE	\$ <u>192.00</u>	\$ <u>282.00</u>
❖ HOLIDAY HOURLY RATE	\$ <u>192.00</u>	\$ <u>282.00</u>

➤ RESPONSE TIMES

❖ REGULAR RESPONSE TIME	<u>2 - 4</u> HOURS ____ MINUTES
❖ OVERTIME RESPONSE TIME	<u>1 - 3</u> HOURS ____ MINUTES
❖ EMERGENCY RESPONSE TIME	<u>1 - 2</u> HOURS ____ MINUTES

*** Emergency Services (Fire Stations) rely on overhead doors to perform their jobs; the contractor must have staff available on a 24-hr. basis to address emergencies. ***

❖ HOLIDAY RESPONSE TIME	<u>1 - 2</u> HOURS ____ MINUTES
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➤ FLAT RATE TO INSPECT NEDERMAN EXHAUST SYSTEM TRACKS & RAILS\$ 396.00**➤ HOURLY RATE TO REPAIR NEDERMAN TRACKS AND ROLLERS**\$ 198.00

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Vortex Colorado, Inc.

BUSINESS STREET ADDRESS: 11707 S. Sam Houston Pkwy W., Ste. K, Houston, TX 77031-2345

BUSINESS MAILING ADDRESS: 11707 S. Sam Houston Pkwy W., Ste. K, Houston, TX 77031-2345

BUSINESS TELEPHONE NUMBER: (281) 988-0004

BUSINESS FAX NUMBER: (281) 988-0014

COUNTY: Harris MINORITY OWNED: No #OF EMPLOYEES 15

CORPORATION: ☒ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C. ☐ L.L.P. ☐

YEAR EST 1937 NO. OF YEARS IN BUSINESS 84 FEDERAL ID NO. 84-1301643

NATURE OF BUSINESS: Commercial & Industrial Door Service and Repair

PRINCIPALS:

NAME: Gene Salas TITLE: President

NAME: Brian Bailey TITLE: Vice President

NAME: John Geis TITLE: Secretary

BANK REFERENCE: City National Bank

NAME OF BANK OFFICER: Maria Vega

ADDRESS / CITY / STATE / ZIP : 18111 Von Karman Ave., Irvine, CA 92612

PHONE NO. (949) 223-4048

BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: City of Pearland

ADDRESS: 3519 Liberty Drive

CITY / STATE / ZIP: Pearland, TX 77581

PHONE NO. (281) 652-1684

NAME OF CONTACT: Ray Clark

E-MAIL: rclark@pearlandtx.gov

SIZE/SCOPE OF SERVICES: As needed door service and repair since 2016

2. COMPANY NAME: Eastex Fire Department

ADDRESS: 144415 Old Humble Road

CITY / STATE / ZIP: Humble, TX 77396

PHONE NO. (281) 768-0219

NAME OF CONTACT: Heather Schwalbach

E-MAIL: hschwalbach@eastexfd.com

SIZE/SCOPE OF SERVICES: As needed door service and repair since 2016

3. COMPANY NAME: City of Bellaire

ADDRESS: 4337 Edith

CITY / STATE / ZIP: Bellaire, TX 77401

PHONE NO. (281) 785-8763

NAME OF CONTACT: Greg Bailey

E-MAIL: gbailey@bellairetx.gov

SIZE/SCOPE OF SERVICES: As needed door service and repair since 2015

4. COMPANY NAME: Rice University

ADDRESS: 6100 Main Street

CITY / STATE / ZIP: Houston, TX 77005

PHONE NO. (510) 691-3985

NAME OF CONTACT: Morris Knight

E-MAIL: mnk1@rice.edu

SIZE/SCOPE OF SERVICES: As needed door service and repair since 2017

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Brian Newberry, the undersigned representative of

(Person name)

Vortex Colorado, 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:

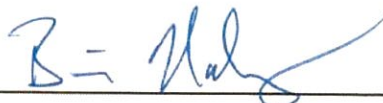
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled 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.

01/20/2021

DATE

Authorized Agent

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.

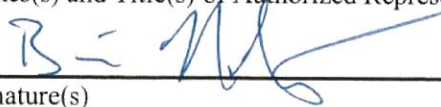
- (e) The prospective contractor agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions," without modification, in all transactions and solicitations for transactions covered under this 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.

Vortex Colorado, Inc.	11707 S. Sam Houston Pkwy W., Suite K, Houston, TX 77031
Company Name	Address

Brian Newberry / Authorized Agent

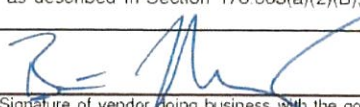
Names(s) and Title(s) of Authorized Representative(s)

	01/20/2021
Signature(s)	Date

Bid No. 2021-10 ON-CALL OVERHEAD DOOR REPAIR SERVICES

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 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">None</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">None</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">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 style="margin-top: 10px;">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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <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>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">  <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

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:
2021-712203

Date Filed:
02/01/2021

Date Acknowledged:

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

Vortex Colorado, 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.

TBD
Commercial & Industrial Door Service and Repair.

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

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Stacey C. Muto, and my date of birth is 07/21/1968.

My address is 20 Odyssey, Irvine, CA, 92618, US.
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of CA, on the 1 day of Feb, 2021.
(month) (year)

Stacey Muto

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit A-3

CITY OF SUGAR LAND

INVITATION TO BID NO 2021-10

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Brian Newberry, the undersigned representative of
(Person name)

Vortex Colorado, 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.

01/20/2021
DATE

Authorized Agent

POSITION / TITLE


SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

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

X Commercial General Liability:

	<u>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)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

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