

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

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

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

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:** 

**Date:**

**Date:** 9-5-17

**Title:**

**Title:** General Manager

**Company:** Landscape Professionals of TX

**APPROVED AS TO FORM:**

*Dan Shea Smith*

**II. General Information and Terms.**

**Contractor's Name and Address:** Landscape Consultants of Texas dba Landscape Professionals of Texas  
3439 W. Benders Landing  
Spring, Texas 77386-1765

**Description of Services:** Facility Landscape Maintenance Services

**Maximum Contract Amount:** \$203,445.00

**Effective Date:** October 1, 2017

**Termination Date:** September 30, 2018

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

**Contract Parts:** This Contract consists of the following parts:



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STANDARD CONTRACT FOR  
GENERAL SERVICES**

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

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**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

**Date:**

**Date:**

**Title:**

**Title:**

**Company:**

APPROVED AS TO FORM:

*DAnn Shu Snick*

**II. General Information and Terms.**

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Contract Parts: This Contract consists of the following parts:

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

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

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

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

#### **C. Termination Provisions.**

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

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

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

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

D. Liability and Indemnity. 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. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

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

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

**IV. Additional Terms or Conditions. 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. House Bill 89 Verification (1 page)
- A-3. Landscape Professionals of Texas's Response to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services (29 pages)

**Exhibit B. City's Additional Contract Documents:**

- B-1. Requirements for all Insurance Documents (3 pages)
- B-2. City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services (45 pages)
- B-3. Facilities Maps for City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services (40 pages)
- B-4. Utilities Maps for City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services (21 pages)
- B-5. Addendum #1 to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services, dated August 17, 2017 (2 pages)
- B-6. Addendum #2 to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services, dated August 21, 2017 (1 page)

**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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Landscape Professionals of Texas  
Spring, TX United States

Certificate Number:  
2017-252072

Date Filed:  
08/21/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
The 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.  
2017-22  
Landscaping Services for The City of Sugar Land

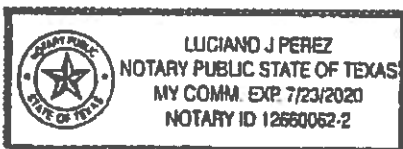
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 AFFIDAVIT

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



AFFIX NOTARY STAMP/ SEAL ABOVE

*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said LINDSEY APRIL THOMPSON, this the 21<sup>ST</sup> day of AUGUST, 20 17, to certify which, witness my hand and seal of office

*[Signature]*  
Signature of officer administering oath

LUCIANO J. PEREZ  
Printed name of officer administering oath

NOTARY PUBLIC  
Title of officer administering oath

**EXHIBIT A-2**

House Bill 89 Verification

*(See Attached)*

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Jeremy Thompson, the undersigned representative of  
(Person name)

Landscape Professionals of Texas

(Company or Business name)

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

*Pursuant to Section 2270.001, Texas Government Code:*

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

09/05/2017

DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

**EXHIBIT A-3**

Landscape Professionals of Texas's Response to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services

*(See Attached)*

**SECTION V**  
**REQUIRED FORMS**  
**BID NO. 2017-22**

" Copy "

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 (4 pages)
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. Completed Bid Bond

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	August 9, 2017 & August 16, 2017
2	ITB Posted to <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	August 9, 2017
3	Questions Deadline	Thursday, August 17, 2017 @ 3:00 pm
4	Questions Answered and Addendum posted	Friday, August 18, 2017 @ 3:00 pm
5	Bids Due	Thursday, August 24, 2017 @ 11:00 am

### BID CHECKLIST

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

- [X] 1. THE BID HAS BEEN SIGNED AND DATED.  
[X] 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.  
[X] 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.  
[X] 4. REFERENCES AND CIQ FORM COMPLETED  
[X] 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED  
[X] 6. BID BOND FORM COMPLETED  
[X] 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

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

- [X] 8. 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 TRT Addendum #2 TRT Addendum #3 \_\_\_\_\_

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: LANDSCAPE CONSULTANTS OF TEXAS d.b.a  
LANDSCAPE PROFESSIONALS OF TEXAS

AGENTS NAME: GERALD (Terry) Thompson

AGENTS TITLE: VICE PRESIDENT

MAILING ADDRESS: 3439 W. BENDERS LANDING

CITY, STATE, ZIP: SPRING, TEXAS 77386-1765

PHONE & FAX NUMBERS: 281-788-6926 281-419-0424

E-MAIL ADDRESS: jerrythomp@gmail.com

AUTHORIZED SIGNATURE: [Signature]

DATE: 8/21/17

# FACILITIES LANDSCAPE MAINTENANCE TABULATION FORM

MUNICIPAL FACILITIES:		
Location	Monthly Cost	Annual Cost (12 Months)
Animal Services	\$ 81.00	\$ 972.00
ARC Building	\$ 67.00	\$ 804.00
Base Pilots Center	\$ 93.00	\$ 1,116.00
City Hall	\$ 307.00	\$ 3,684.00
T.E. Harman Center	\$ 134.00	\$ 1,608.00
Fire Administration and Annex	\$ 1,056.00	\$ 12,672.00
Fire Station #1	\$ 397.00	\$ 4,764.00
Fire Station #2	\$ 134.00	\$ 1,608.00
Fire Station #3	\$ 129.00	\$ 1,548.00
Fire Station #4	\$ 125.00	\$ 1,500.00
Fire Station #5	\$ 288.00	\$ 3,456.00
Fire Station #6	\$ 196.00	\$ 2,352.00
Fire Station #7	\$ 286.00	\$ 3,432.00
KSLB Building	\$ 62.00	\$ 744.00
Municipal Airport	\$ 1,299.00	\$ 15,588.00
Parks Warehouse	\$ 364.00	\$ 4,368.00
Police & Courts Facility	\$ 952.00	\$ 11,424.00
Public Works Maintenance Facility	\$ 422.00	\$ 5,064.00
Public Works Admin	\$ 448.00	\$ 5,376.00
Public Works Warehouse ( In & Out of Fence Area)	\$ 422.00	\$ 5,064.00
Imperial Park Recreation Center	\$ 619.00	\$ 7,428.00
Surface Water Treatment Plant	\$ 610.00	\$ 7,320.00
Total =		\$ 101,892.00

UTILITY SITES		
Location	Monthly Cost	Annual Cost (12 Months)
Austin Parkway Water Plant	\$ 576.00	\$ 6,912.00
Bournewood Lift Station	\$ 29.00	\$ 348.00
Brooks Street Lift	\$ 20.00	\$ 240.00
Burney Road Lift Station	\$ 20.00	\$ 240.00
Eldridge Road Off Site Well	\$ 20.00	\$ 240.00
First Colony Blvd Water Plant	\$ 179.00	\$ 2,148.00
Grants Lake Blvd Water Well	\$ 60.00	\$ 720.00
Great Oak Lane Water Well	\$ 48.00	\$ 576.00
Industrial Elevated Water Tank	\$ 29.00	\$ 348.00
Industrial Lift Station	\$ 20.00	\$ 240.00
Lakeview Water Plant	\$ 150.00	\$ 1,800.00
Laura Road Off Site Well	\$ 31.00	\$ 372.00
Market Street Lift Station	\$ 29.00	\$ 348.00
Mason Road Elevated Water Tank	\$ 62.00	\$ 744.00
Merrick Elevated Water Tank	\$ 40.00	\$ 480.00
Oyster Creek Lift Station A	\$ 20.00	\$ 240.00
Oyster Creek Lift Station B	\$ 20.00	\$ 240.00
Riverpark Lift Station #1	\$ 20.00	\$ 240.00
Riverpark Lift Station #2	\$ 20.00	\$ 240.00
Riverpark Lift Station #3	\$ 20.00	\$ 240.00
Riverpark Lift Station #4	\$ 20.00	\$ 240.00
Riverpark Water Well #1	\$ 119.00	\$ 1,428.00
Riverpark Water Well #2	\$ 40.00	\$ 480.00
Settlers Way Elevated Storage Tank	\$ 29.00	\$ 348.00
Soldiers Field Water Well	\$ 60.00	\$ 720.00
Sugar Creek Water Plant	\$ 60.00	\$ 720.00
Willow Bank Water Well	\$ 29.00	\$ 348.00
Woodchester Water Plant	\$ 288.00	\$ 3,456.00
Riverstone GWP: Fuel Service Plus A1.A2.B.C Zones	\$ 89.00	\$ 1,068.00
Riverstone Well Parcel	\$ 238.00	\$ 2,856.00
University Elevated Storage Tank	\$ 119.00	\$ 1,428.00
Stadium Lift Station	\$ 20.00	\$ 240.00
Great Lakes @ Austin Pkwy	\$ 40.00	\$ 480.00
Riverstone Lift Station	\$ 20.00	\$ 240.00
*Greatwood Parkway Groundwater Plant	\$ 148.00	\$ 1,776.00
*Park River Groundwater Plant	\$ 123.00	\$ 1,476.00
*Thompson Chapel Groundwater Plant	\$ 123.00	\$ 1,476.00



*Homeward Way Groundwater Plant	\$ 123.00	\$ 1,476.00
*New Territory Groundwater Plant	\$ 123.00	\$ 1,476.00
*Boulder Oaks Offsite Well	\$ 123.00	\$ 1,476.00
*Greatwood WWTP	\$ 298.00	\$ 3,576.00
*New Territory WWTP	\$ 179.00	\$ 2,148.00
Total =		\$ 45,888.00

VACANT LOTS		
Location	Monthly Cost	Annual Cost (12 Months)
Fire Administration & Annex (Lot next to Building)	\$ 73.00	\$ 876.00
Police & Courts Facility (Lot next to Building)	—	—
Surface Water Treatment Plant (Vacant Lots)	\$ 480.00	\$ 5,760.00
Vacant Lot (Near corner of Brooks & 90A)	\$ 69.00	\$ 828.00
Vacant Lot (Adjacent to T.E. Harman Center)	\$ 138.00	\$ 1,656.00
Total =		\$ 9,120.00

TOTAL	
Location	Annual Cost (12 Months)
MUNICIPAL FACILITIES	\$ 101,892.00
UTILITIES SITES	\$ 45,888.00
VACANT LOTS	\$ 9,120.00
GRAND TOTAL BASE BID (TOTAL ALL LOCATIONS)	\$ 156,900.00

**Additional Items**

- Pricing for the following items must be provided in order for bid to be considered complete, but may or may not be included in contract award.

Type of Service	Frequency by Unit Type	Price
Mulch Beds	As Requested. Per square foot	\$ 2.75
Water Truck	Per Hour	\$ 150.00
Irrigation Repairs	Per Hour	\$ 125.00
Litter Pick-Up crews	Per Worker. Per Hour	\$ 16.00
Cost Per Square Foot for 44 Cycles		\$ 1.002
Cost Per Square Foot for 22 Cycles		\$ 1.003
Cost Per Square Foot for 9 Cycles		\$ 1.004


BIDDER CUSTOMER / CLIENT REFERENCES  
OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: City of Rosenberg  
ADDRESS: 21104 4th STREET  
CITY / STATE / ZIP: Rosenberg TX 77471  
PHONE NO. 832-477-7859  
DESCRIPTION OF SERVICES: DO FULL SERVICE LANDSCAPE MAINTENANCE  
FOR CITY FACILITIES AND LIFT STATION, WATER PLANTS,  
Cemetery  
NAME OF CONTACT: DARREN MCCARTHY  
EMAIL: DARREN.MCCARTHY@ROSENBERGTX.ORG

2. COMPANY NAME: CITY OF NASSAU BAY  
ADDRESS: 1800 SPACE PARK SUITE 200  
CITY / STATE / ZIP: NASSAU BAY TEXAS 77058  
PHONE NO. 281-333-2944  
DESCRIPTION OF SERVICES: FULL SERVICE LANDSCAPE MAINTENANCE  
INSTALLATION AND INSTALLATION FOR CITY FACILITIES, ROW  
PARKS AND ESPLANADES  
NAME OF CONTACT: PAUL LOPEZ  
EMAIL: PAUL.LOPEZ@NASSAUBAY.COM

3. COMPANY NAME: CITY OF WEST UNIVERSITY PLACE  
ADDRESS: 6104 Auden  
CITY / STATE / ZIP: WEST UNIVERSITY PLACE TEXAS 77005  
PHONE NO. 713-662-5894 - SUSAN - 713-662-5894  
DESCRIPTION OF SERVICES: FULL SERVICE LANDSCAPE MAINTENANCE  
INSTALLATION AND IRRIGATION FOR CITY FACILITIES, ROW'S  
PARKS AND EXPLANADES  
NAME OF CONTACT: TIM O'CANNOR / SUSAN WHITE  
EMAIL: SWhite@westutx.gov

4. COMPANY NAME: CITY OF SUGARLAND  
ADDRESS: 2700 TOWN CENTER BLVD  
CITY / STATE / ZIP: SUGARLAND, TX 77487  
PHONE NO. 281-330-3174  
DESCRIPTION OF SERVICES: FULL SERVICE LANDSCAPE MAINTENANCE  
INSTALLATION AND IRRIGATION SERVICES FOR CITY FACILITIES  
WATER PUMPS AND LIFT STATIONS  
NAME OF CONTACT: ROBERT HAZELRIG  
EMAIL: RHAZELRIG@sugarlandtx.gov

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 5px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.   <div style="font-size: 1.5em; margin-left: 40px;">NONE</div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <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 the originally filed questionnaire becomes incomplete or inaccurate.)         </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.   <div style="text-align: center; margin-bottom: 10px;">           _____            Name of Officer         </div> <p>This section (Item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p><b>B</b> Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p><b>C</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p><b>D</b> Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <b>4</b>             Signature of person doing business with the governmental entity         </div> <div style="width: 45%; text-align: right;"> <div style="font-size: 1.2em; margin-bottom: 5px;">8/17/17</div>           Date         </div> </div> </div>		

Adopted 06/29/2007

# 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.

Landscape Professionals of Texas  
Spring, TX United States

Certificate Number:  
2017-252072

Date Filed:  
08/21/2017

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

The City of Sugar Land

Date Acknowledged:

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.

2017-22  
Landscaping Services for The City of Sugar Land

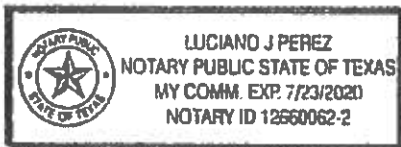
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

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



AFFIX NOTARY STAMP/SEAL ABOVE

*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Luciano J. Perez, this the 21<sup>st</sup> day of August, 2017, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

LUCIANO J. PEREZ  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**INSURANCE REQUIREMENTS – FACILITY LANDSCAPE MAINTENANCE SERVICES**

Items marked "X" are required to be provided if award is made to your firm.  
**Coverages Required & Limits (Figures Denote Minimums)**

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

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)		
<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD  
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)  
 \$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: not required  
 Contract value between \$1,000,000 and \$5,000,000: \$4,000,000 is required  
 Contract value between \$5,000,000 and \$10,000,000: \$9,000,000 is required  
 Contract value between \$10,000,000 and \$15,000,000: \$15,000,000 is required  
 Contract value above \$15,000,000: \$20,000,000 is required  
 Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

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

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

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

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

☐ Other Insurance Required: \_\_\_\_\_

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

**BIDDER STATEMENT**

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

BIDDER LANDSCAPE PROFESSIONALS SIGNATURE [Signature]  
OF TEXAS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2017

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> VGM INSURANCE 192 S Main Drive P.O. Box 969 Van Alstyne TX 75495	<b>CONTACT NAME:</b> JACOB ALEXANDER <b>PHONE (A/C, No. Ext.):</b> (972) 727-8949 <b>FAX (A/C, No.):</b> (972) 727-0714 <b>E-MAIL ADDRESS:</b> J.ALEXANDER@INSUREWITWALKER.COM														
<b>INSURED</b> Thompson Companies, Inc dba Landscape Professionals of Texas and Metropolitan Landscape Management, Inc 3439 W Benders Landing Blvd Spring TX 77386	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Ohio Security</td><td>24082</td></tr><tr><td>INSURER B: HARTFORD ACCIDENT AND INDEMNITY</td><td>22357</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security	24082	INSURER B: HARTFORD ACCIDENT AND INDEMNITY	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 17-18 GL, WC 16-17BA

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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BL856043216	5/16/2017	5/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Package Modification Factor 1 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		BA856043216	9/9/2017	9/9/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BACEE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	46WBCAS814	3/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured, Waiver of Subrogation and Primary non-contributory per attached blanket endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sugarland  
Purchasing Office  
PO Box 110  
Sugarland, TX 77487

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

RICK WALKER/JACOB





Charles L. Crano Agency Company

Insurance Agents and Brokers

100 North Broadway  
St. Louis, MO 63102  
314-241-8700  
314-444-4870 (Fax)

August 22, 2017

**RE: Landscape Professional of Texas and Metropolitan Landscape Management, Inc.  
Performance and Payment Bond Program**


To Whom It May Concern,

Since 2008 we've enjoyed the privilege of obtaining surety bond support for Landscape Professionals of Texas and Metropolitan Landscape Management, Inc. Landscape Professionals and Metropolitan Landscape have an established surety bond relationship with an A rated insurance company. At this time the companies have availability within their bond program and we look forward to obtaining bonds on their behalf.

Our experience with Landscape Professionals and Metropolitan Landscape has been excellent. We've found Jerry to be thorough and professional in every aspect of our relationship. Over the course of our long-term relationship with Jerry and his companies we have not had a material complaint as respects their workmanship or a question as to their ability to perform on any project.

This letter is not an assumption of liability; nor is it a bid or a performance and payment bond. This letter is issued strictly as a bonding reference. We are proud to be associated with Landscape Professionals and Metropolitan Landscape and look forward to obtaining surety bonds upon their request. I can be reached at 314-206-4118 if you have additional questions concerning this bond program.

Sincerely,

  
Gregory L. Stanley  
Vice President  
Surety and Fidelity

**BID BOND**Bond No: N/AName of Surety: SureTec Insurance CompanyName of Bidder, as Principal: Landscape Consultants of Texas  
dba Landscape Professionals of TexasName of Owner, as Obligor: City of Sugar Land, TexasName of Project: Facility Landscape Maintenance Services

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

Bond Amount (5% of Bid, including alternates): \$ 156,900**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:**

Landscape Consultants of Texas  
dba Landscape Professionals of Texas

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Gerald R. Thompson

(Printed Name) VICE

President

(Title)

3439 W Benders Landing Blvd  
Spring, TX 77386

(Physical Address)

3439 W Benders Landing Blvd  
Spring TX 77386

**Surety:**

SureTec Insurance Company

(Typed Firm Name)

(Seal)

By: 

(Signature—Attorney in Fact)

Theresa A. Hunziker

(Printed Name)

Attorney-in-Fact

(Title)

333 S. Wabash Ave.

Chicago, IL 60604

(Physical Address)

333 S. Wabash Ave.

Chicago, IL 60604

**CITY OF SUGAR LAND**

**INVITATION TO BID NO 2017-22**

(Mailing Address)

(Mailing Address)

281-706-6926

914-828-8000

(Telephone No. with Area Code)

(Telephone No. with Area Code)

Facsimile No. 281-419-0124

Facsimile No. 512-732-8019

8/24/17

8/24/2017

(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).**

*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

Gregory L. Stanley, Michael T. Reedy, Theresa A. Hunziker, Cindy Rohr, Karen Lyn Speckhals, Brandi L. Bullock, Don K. Ardolino, Kim Connell, Christopher J. O'Hagan

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

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, 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 shall continue in force until 12/31/2019 and 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 President, and its corporate seal to be hereto affixed this 16<sup>th</sup> day of June, A.D. 2017.



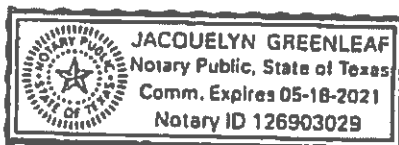
SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas  
County of Harris

ss:

On this 16<sup>th</sup> day of June, A.D. 2017 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 President 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.



Jacquelyn Greenleaf  
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 24TH day of AUGUST, 2017, A.D.

M. Brent Beaty  
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 8:00 am and 5:00 pm CST.

STATE OF MISSOURI

COUNTY OF CITY OF ST. LOUIS

SS:

On AUGUST 24, 2017, before me, a Notary Public in and for said County and State, residing therein,

duly commissioned and sworn, personally appeared THERESA A. HUNZIKER

known to me to be Attorney-in-Fact of SURETEC INSURANCE COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

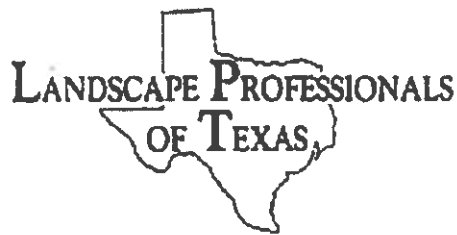


PATTI S. BRUCE SMITH  
My Commission Expires  
July 14, 2018  
Madison County  
Commission #14628857

My Commission Expires: \_\_\_\_\_

Patti S. Bruce Smith  
NOTARY PUBLIC

"ORIGINAL"



### **Landscape Professionals of Texas Best Value Choice**

- OVER 35 YEARS EXPERIENCE IN LANDSCAPE MAINTENANCE, INSTALLATION AND IRRIGATION SERVICES FOR THE HOUSTON AREA
- ACCREDITED MEMBER OF THE BETTER BUSINESS BUREAU
- MEMBER TEXAS NURSERY ASSOCIATION
- FINANCIAL STABILITY AND STRENGTH- SEE FINANCIAL REPORTS
- OUTSTANDING CUSTOMER ATTENTIVENESS AND RESPONSIVENESS ATTESTED BY OUR CURRENT CLIENT REFERENCES. SEE ATTACHED
- MANAGEMENT CAPABILITY AND EXPERIENCE- SEE BIOS
- GENERAL LIABILITY, BUSINESS AUTO, WORKMAN'S COMP AND UMBRELLA POLICIES THAT MEET OR EXCEED THE CONTRACTS REQUIREMENTS
- LICENSED IRRIGATION PROFESSIONAL ON STAFF
- SUPERVISORY EXPERIENCE WITH LONG TENURE- A SUPERVISOR ASSIGNED TO EVERY CREW
- DEDICATED PROJECT MANAGER ASSIGNED TO CONTRACT
- LOW EMPLOYEE TURNOVER RATIO
- DRUG-FREE WORKPLACE POLICY- ATTACHED
- ENVIRONMENTAL HEALTH AND SAFETY PROGRAM- ATTACHED
- 45 FULL TIME EMPLOYEES AND 20-30 SEASONAL WORKERS AS NEEDED
- FULL TIME MAINTENANCE MECHANIC ON STAFF
- EQUIPMENT STRENGTH- SEE EQUIPMENT LIST
- SOLID VENDOR RELATIONSHIPS WITH NEGOTIATED DISCOUNTS
- VALUE PRICING



## **BUSINESS DESCRIPTION AND OVERALL OPERATIONS**

The field operations office is utilized as the central gathering point each morning for dispatching crews to pre-scheduled job sites. All necessary equipment, vehicles, and inventory are housed at the field operations office where a maintenance mechanic is employed for keeping the equipment in good repair. There are two buildings on the property used for storage and communications.

During the peak landscape season there are approximately 15 full time crews available for service to our customers. Crews are dispatched in teams of four with a supervisor on board who oversees the quality of performance at each job site. The supervisor is responsible for training and to ensure each job is completed on time, in accordance with customer and property specifications, and within the cost budget allocated. Supervisors at Landscape Professionals of Texas are highly skilled with years of landscaping experience. This is the key that drives our success.

Edwin Castillo is the Operations Manager who is additionally a Licensed Irrigation professional who manages the daily activities of the crew supervisors to ensure proper and safe field operations, daily reporting and adequate staffing levels. Edwin is also responsible for compliance to operation policies and procedures. Furthermore, Edwin conducts "on the spot" job site quality inspections and assists with client relations and job cost estimating. He has been in the business for over 20 years.

Edwin and all supervisors are bi-lingual in English and Spanish. Hours of operation are generally Monday through Friday with Saturday and Sunday work as needed.

As the season winds down, work crews are scaled back to reflect the reduced work load. Edwin Castillo and the supervisors stay on the payroll full-time throughout the year. They step in as needed to complete the work schedule as needed. By providing year round employment to Edwin and his supervisors, turnover in field management has been quite low, which has provided Landscape Professionals of Texas with continuity in job quality and performance.





## **OVERVIEW OF LANDSCAPE PROFESSIONALS OF TEXAS**

### **Mission Statement**

**"At Landscape Professionals of Texas, our Mission is to provide top quality, on time services at competitive prices that meet or exceed the unique needs of each one of our clients in a safe, courteous, and professional manner."**

### **Vision**

**"The Management staff of Landscape Professionals of Texas see Houston as growing and thriving community of business, industry, and people committed to working together as we continue to make our city an attractive place to live, work, and play. It is the duty and responsibility of us all individually and collectively to ensure our success. From our part, it is essential that we continue to provide superior landscaping and lawn maintenance service and protect our reputation of excellence that our clients have come to expect. The ability to outperform our competition in this manner will shape our future."**

### **Overall Operations and Company Structure**

**Landscape Professionals of Texas is a thriving landscape maintenance, installation and irrigation company. In business for 35 years, our professional services are primarily marketed to commercial, industrial, governmental and institutional entities throughout the Houston metropolitan and surrounding areas. Landscape Professionals of Texas offers a complete landscape maintenance program which is tailored to a customer's specific need.**

**Crews are trained and equipped to install architecturally designed landscape plans to owner specifications including turnkey irrigation systems. Landscape Professionals of Texas also provides regular lawn and landscape maintenance services, seasonal planting, irrigation repair and exterior landscape design and consultation. Landscape Professionals of Texas has a licensed Irrigation Installer and a Landscape Designer on staff. The company maintains a field office operations base off Elaine Road in Houston, Texas. The company also maintains administrative and sales offices in Houston, Missouri City, and Spring Texas.**



**PROFESSIONAL REFERENCES:**

- 1.) CITY OF WEST UNIVERSITY- 6104 Auden, West University Place Texas, 77005  
-We have been servicing the City of West University for over 10 years. We maintain the common landscaped areas within the city limits including all city administration and fire station buildings, rights of ways, and multiple city parks and sports fields. We also maintain the irrigation system and perform as needed landscape planning and installations  
**Contact Tim O'Connor, Parks and Recreation Director (713)-662-5894**
- 2.) CITY OF SUGARLAND- 2700 Town Center Blvd. Sugarland, Texas, 77487  
-We have serviced the City of Sugarland for over 15 years under various contract awards and renewals. We currently provide manicured landscape maintenance, irrigation and installation services of city facilities, fire stations, administration building, water plants, and lift stations.  
**Contact Robert Hazelrig, (281)-330-3174**
- 3.) CITY OF ROSENBERG- 2110 4<sup>th</sup> Street, Rosenberg, Texas, 77471  
-We have serviced the City of Rosenberg for over ten years under various contract awards and renewals. We currently provide manicured landscape maintenance, irrigation and installation services of city facilities, fire stations, administration buildings, water plants, and lift stations, as well as the city cemetery.  
**Contact Paul Rogers, (281)-924-5981 OR Darren McCarthy, (832)-595-3960**
- 4.) REGION FOUR EDUCATION SERVICE CENTER- 7145 Tidwell, Houston, Texas, 77092  
-We have been servicing Region Four Education Service Center over twelve years through various contract awards, extensions and renewals. We provide manicured landscape maintenance, irrigation and installation services for their campus.  
**Contact Steve Calvert, (713)-744-6558**

Landscape professionals of Texas and Metropolitan Landscape Management will proudly provide more references or information upon request. Financial statements are also available upon request with contract award.

# LANDSCAPE PROFESSIONALS OF TEXAS,

4121 W. Benders Landing Blvd.  
Spring, Texas 77386-1763  
281 788-6926  
Fax: 1 281-419-0424

## MANAGEMENT PROFILES

### JERRY THOMPSON – PRESIDENT/ TREASURER

30 years of experience in general management, customer service, sales and marketing with 8 years directing the success of Landscape Professionals of Texas and Metropolitan Landscape Management. Jerry has a well-rounded background in operations, sales, transportation, logistics, and procurement. Jerry has a Bachelor of Business Administration degree in Marketing and General Management. Jerry also co-manages/troubleshoots the daily operations, sales, contracting, customer relations, and financial administration of the companies he owns.

### THERESA THOMPSON – VICE PRESIDENT/SECRETARY

15 years of teaching, counseling and coaching experience. Theresa works in daily operations, quality control, customer relations, banking and human resources for the companies. She co-owns Landscape Professionals of Texas with Jerry Thompson and owns Metropolitan Landscape Management.

### JEREMY THOMPSON – GENERAL MANAGER

10 years of experience in general management, administration, sales, and customer service. Jeremy has been working as general manager for Landscape Professionals of Texas and Metropolitan Landscape Management for 8 years. Jeremy has his Bachelor of Science degree in Business Administration with a major in Management. Jeremy oversees the entire operations and assists with administration, sales, and marketing of the companies.

### EDWIN CASTILLO – OPERATIONS MANAGER

28 years of experience in the industry primarily working for Landscape Professionals of Texas and Metropolitan Landscape Management. Edwin worked his way up from laborer to supervisor and has been our Operations Manager for over 20 years. He learned the landscaping business from the ground up. His duties include scheduling, supervision, trouble shooting, client relations, quality control and irrigation installation and repair supervision. (License # L10007458).

### LINDSEY THOMPSON - PROJECT MANAGER

3 years of experience in landscape project management. Lindsey is also a Registered Dietitian. Lindsey has a Bachelor of Science degree in Nutritional Science. Lindsey oversees various landscape maintenance, irrigation and installation projects for Landscape Professionals of Texas and Metropolitan Landscape Management. Lindsey is responsible to ensure our services meet or exceed our client's expectations. She also assists with the administration of the companies.



**EQUIPMENT LIST- LANDSCAPE PROFESSIONALS OF TEXAS AND METROPOLITAN LANDSCAPE MANAGEMENT, INC.**

The following equipment is owned by Thompson Companies, Inc and is leased by Landscape Professionals of Texas and Metropolitan Landscape as needed and is available for use in executing this contract. It is housed at 12991 Elaine Road, Houston, TX, 77047. Additional equipment will be purchased and made available as needed.

Equipment	Quantity	Description
Ex-Mark	6	72" blade tractor
Ex-Mark	7	60" blade tractor
Ex-Mark	12	48" walk behind mower
Ex-Mark	3	32" walk behind mower
Lesco	3	36" walk behind mower
Snapper	8	22" push mower
Honda	1	27" reel mower
Echo	3	Tree Saw- Gas powered
Echo	9	Chain Saw- Gas powered
Echo	36	Weedeaters- 261
Echo	22	Edgers- 260
Echo	14	Hedge trimmers
Echo	26	Blowers- 260
Bob Cat	2	Earth mover, auger
Ditch Witch	1	Irrigation trencher
Back Pack	12	Herbicide Sprayers
Utility Trailers	18	16-18' Trailers
Pick-up trucks	20	Various F150/equiv.
EZ Go	2	Utility Cart
Water tanks 1000 gallon	5	DOT Trailer

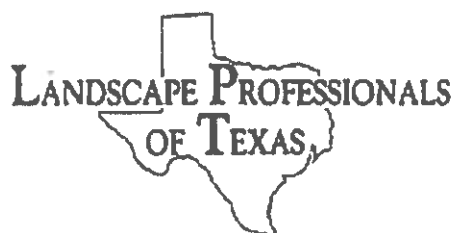


3439 W. Benders Landing Blvd.  
Spring, Texas 77386-1765  
281-788-6926  
Fax: 1-281-419-0424

**SUPERVISORY SAFETY FIRST CHECKLIST  
(ALL ASSIGNED CREW MEMBERS)**

- \_\_\_\_\_ IDENTIFICATION BADGE
- \_\_\_\_\_ SAFETY GOGGLES
- \_\_\_\_\_ SAFETY VESTS
- \_\_\_\_\_ LEATHER WORK GLOVES
- \_\_\_\_\_ LOGO UNIFORM, T'S OR POLO
- \_\_\_\_\_ LOGO CAP
- \_\_\_\_\_ SAFETY CONES/ TRAFFIC CONTROL BARRICADES
- \_\_\_\_\_ FIRST AIDE KIT IN VEHICLE
- \_\_\_\_\_ MSDA SHEETS IN VEHICLE
- \_\_\_\_\_ EMERGENCY SAFETY PLAN IN VEHICLE

SUPERVISOR NAME: \_\_\_\_\_ DATE: \_\_\_\_\_



#### **ENVIRONMENTAL HEALTH AND SAFETY STATEMENT**

Landscape Professionals of Texas and Metropolitan Landscape Management is committed to conducting its business operations with a continuous focus on sustaining the environment and one that protects the health and safety of its employees. Landscape Professionals of Texas and Metropolitan Landscape Management strives for ongoing improvement in its environmental, health and safety program and will adhere to the following guidelines:

- Enforce compliance with all applicable laws, regulations, and standards
- Conserve natural resources where ever practical and minimize waste through effective and efficient recycling methods and disposal of waste materials in an environmentally friendly manner
- Provide necessary resources and support for employee safety and well-being
- Pro-actively identify and communicate conditions in the workplace that may present health and safety concerns to all employees including risk management practices and training
- Conduct positive relationships with customers, suppliers, and subcontractors and jointly cooperate with each other's Environmental, Health and Safety programs for the good of all



**TO ALL EMPLOYEES**

**SUBJECT: LANDSCAPE PROFESSIONALS OF TEXAS AND METROPOLITAN LANDSCAPE MANAGEMENT-  
POLICY FOR A DRUG-FREE WORK PLACE.**

The workplace is not immune to the influence of substance abuse. Worker safety, health, effectiveness and efficiency are adversely affected. Therefore, it is the policy of Landscape Professionals of Texas and Metropolitan Landscape Management that each employee has the right to come to work and perform his or her job in an environment that is free from the illegal use of drugs. It is also in the interest of Landscape Professionals of Texas and Metropolitan Landscape Management that employees be able to perform their duties while working, individually or collectively, both safely and efficiently. Landscape Professionals of Texas and Metropolitan Landscape Management is firmly committed to promoting high standards of health and safety for our employees and a superior quality of service for our customers. Thus our goal is to maintain a work environment free from the effects of drug abuse.

It is the policy of Landscape Professionals of Texas and Metropolitan Landscape Management that employees shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance while on the job or in the workplace, or be under the influence of a controlled substance not prescribed to him/her by a physician, while on the job or in the workplace. Any employee violating this policy will be subject to discipline, up to and including termination of employment.

Employees who have substance abuse problems are encouraged to come forward and participate in a rehabilitation program prior to any disciplinary action.

It is the policy of Landscape Professionals of Texas and Metropolitan Landscape Management that all employees be notified of this policy and that each employee receive a copy of it. A copy of this policy is also available through the payroll department.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY****PO BOX 13087 MC-178 ♦ AUSTIN TEXAS 78711-3087**

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed LICENSED IRRIGATOR certificate and pocket card.

**RECEIPT OF PAYMENT****Fee Type: RENEWAL APPLICATION****Date Fee Paid: 06/30/2014****Amount Paid: \$ 111.00****TEST SCORE: N/A**

**CONTACT INFORMATION**  
**LANDSCAPE IRRIGATION LICENSING**  
**(512)239-6719**

For general information about licensing visit:

[www.tceq.texas.gov/licensing](http://www.tceq.texas.gov/licensing)

Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY****EDWIN S CASTILLO**

Is hereby licensed as a  
**LICENSED IRRIGATOR**

**License Number****LI0007458****Expires****08/31/2017**  
SIGNATURE  
EXECUTIVE DIRECTOR

TCEQ VIPP Form oca3 (09-07-05)

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY***Be it known that***EDWIN S CASTILLO**

*has fulfilled the requirements in accordance with the  
laws of the State of Texas for*

**LICENSED IRRIGATOR****License Number: LI0007458****Issue Date: 07/16/2014****Expiration Date: 08/31/2017****Executive Director****Texas Commission on Environmental Quality**



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ♦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed BACKFLOW PREVENTION ASSEMBLY TESTER certificate and pocket card.

## RECEIPT OF PAYMENT

Fee Type: RENEWAL APPLICATION

Date Fee Paid: 03/08/2016

Amount Paid: \$ 111.00

TEST SCORE: N/A

### CONTACT INFORMATION

BACKFLOW PREVENTION ASSEMBLY TESTER

LICENSING

(512)239-6133

For general information about licensing visit:

[www.tceq.texas.gov/licensing](http://www.tceq.texas.gov/licensing)

Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

EDWIN S CASTILLO

Is hereby licensed as a

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number

BP0008228

Expires

04/05/2019

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VHTP Form nce3 (08-07-00)

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Be it known that*

**EDWIN S CASTILLO**

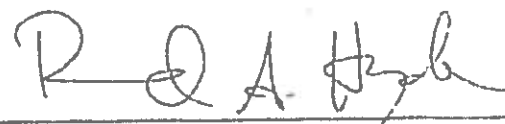
*has fulfilled the requirements in accordance with the laws of the State of Texas for*

**BACKFLOW PREVENTION ASSEMBLY TESTER**

License Number: BP0008228

Issue Date: 03/24/2016

Expiration Date: 04/05/2019



Executive Director

Texas Commission on Environmental Quality

**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

(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 – FACILITY LANDSCAPE MAINTENANCE SERVICES**

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

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

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

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

☐ Garage Liability for BI & PD  
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)  
 \$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: not required  
 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**  
 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**  
 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**  
 Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

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

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

☐ Other Insurance Required: \_\_\_\_\_

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

**BIDDER STATEMENT**

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

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

**EXHIBIT B-2**

City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services

*(See Attached)*



**CITY OF SUGAR LAND  
PURCHASING OFFICE**

**INVITATION TO BID  
BID NO. 2017-22 FACILITY 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 **FACILITY 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, August 24, 2017**

**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, August 24, 2017** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than **3:00 P.M., Thursday, August 17, 2017**. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing  
Jason Poscovsky, CPPB  
Fax: 281-275-2741  
E-mail: [jposcovsky@sugarlandtx.gov](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: **FACILITY 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 contract commencing on the latest date executed by both parties and continuing for a twelve-month period. The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

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



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

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

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

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

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

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

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

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

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

**LATE BIDS:** Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc.

The date/time stamp in the City Secretary's office shall be the official time of receipt.

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

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

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

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

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

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

## **SECTION II**

### **MANDATORY TERMS AND CONDITIONS**

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

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

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

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

**LIABILITY AND INDEMNITY:** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

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

**TAX EXEMPTION:** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

**CONTRACTUAL LIMITATIONS PERIOD:** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

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

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

### **SECTION III** **OTHER TERMS AND CONDITIONS**

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

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

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

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

Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

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

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

**DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS:**

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

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

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

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

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

**INVOICES** submitted for payment shall be addressed to:

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION IV** **SPECIFICATIONS**

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

The Bidders must ***submit a Bid Bond*** 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 largest total for the bid submitted may be required.

**Payment Bond:** A payment bond in the amount of one hundred (100) percent of the largest total for the bid submitted may be required.

## **SECTION I: TREE CARE**

### **A. Pruning**

1. Trees with canopies that extend over paved surfaces for vehicular or pedestrian access shall be continually maintained such that the crown clearance over the paved areas is fourteen (14) feet for vehicles, and eight (8) feet for pedestrians.
2. All trees shall be crown cleaned on a continual basis to remove broken, diseased, and dead branches over two (2) inches in diameter.
3. Young trees, once established, shall be pruned to promote a central leader and future structural stability: If a young tree (less than 6 inches trunk diameter) divides into two or more co dominant leaders of about equal size in the bottom two-thirds of the tree, reduce the end weight by approximately one-third using reduction cuts and thinning cuts on all stems but the one that you believe could become the strongest and most dominant leader.
4. Palm trees to be trimmed when fronds on the trees have turned brown, dry and dead.
5. All pruning shall be conducted to minimize the spread of infectious agents or decay within and among trees.
6. Swollen collars, even if they are quite large, shall remain on the tree following removal of dead branches.
7. Keep all trees pruned at least 4 feet away from all streetlights, buildings and signage at all times.
8. Keep all trees, shrubs and ivy pruned around and inside the fence of utility sites.
9. Work shall be performed in accordance with ANSI Z133.1 safety regulations and as required by OSHA.

### **B. Safety and Clean Up**

1. Contact the Facilities Services Supervisor before proceeding with pruning that would result in the removal of more than 20 percent of the canopy or would negatively impact the health, appearance, or stability of a tree.
2. Notify the Facilities Services Supervisor if a tree is in a condition that presents a health or safety concern.

3. All debris and equipment shall be removed from the site by the end of each workday.
4. Do not use line trimmers around the trunk of any trees on the property. Spray around tree trunks with glyphosate for edging. This band of spray should be as narrow as possible.
5. Tree leaf clean-up shall be as needed. All leaves will be bagged so they can be carried from the property.
6. Any questions concerning proper pruning procedures should be addressed to the Facilities Services Supervisor.

## **SECTION II: GROUND COVER**

1. Fertilize all ground covers. Control mites, insects and diseases on ground covers. Weed control for ground cover shall be provided as needed to control weeds and keep the beds weed-free.
2. Leaves and debris shall be cleaned from all ground cover beds as needed.
3. For fire ant control in all ground cover beds, broadcast spread bait in April or May and September or October. Spot treat as needed during the rest of the year.

## **SECTION III: TURFGRASS**

### **A. Mowing**

1. Each mowing of Bermuda grass, where possible, shall be performed at an oblique or ninety-degree angle to the previous mowing.
2. Corrective height adjustments shall be made on mowers as weather conditions dictate. Never scalp the turf areas or cut more than one-third of the existing top growth in one mowing.
3. If more than one-third of the top growth is removed, catch all grass clippings or rake and remove within four hours.
4. Mowers shall be kept sharp for an even cut.
5. If a full mowing is not necessary, spot mowing shall be performed as needed to maintain crisp and neat appearance.
6. During periods of cool weather, mow at 1-½ inches, but during hot weather the cut should be not lower than 2 inches from the soil.

7. Tractor mowing shall be performed at specified vacant lots.

**B. Edging and Trimming**

1. All turf perimeters and around walks, curbs, walls, bed edging, utility poles and other fixtures shall be edged and trimmed at each mowing or at intervals sufficient to maintain a crisp and neat appearance.
2. Absolutely do not use line trimmers around trees and shrubs. Sprinkler heads shall be trimmed as often as necessary to keep them operating properly.
3. The hard surface areas adjacent to turf shall be swept and cleaned after each operation.
4. All doorways should be cleared immediately after trimming grass to prevent debris from being carried into the buildings.
5. Edging of curbs and sidewalks around vacant lot.

**C. Irrigation**

1. To avoid excessive run-off, irrigation systems should irrigate in intervals not to exceed fifteen minutes for spray heads and thirty minutes for rotary heads.
2. Irrigation shall occur during off-peak hours. Irrigation systems shall not operate between the hours of 5:00 a.m. and 11:00 p.m. weekdays and shall not operate on Saturday or Sunday.
3. Whenever possible, systems should operate between the hours of 12:00 a.m. and 4:00 a.m.
4. The Facilities Services Supervisor may approve variations from this schedule.

**D. Fertilizing**

1. Fertilize all ground covers. Control mites, insects and diseases on ground covers.
2. Fertilization cycles shall follow that specified in the attached Service Matrix.

**E. Weed Control**

1. Weed control for ground cover shall be provided as needed to control weeds and keep the beds weed-free.
2. The Contractor shall use extreme care in the use of chemicals for weed control.
3. Before such applications are made, the turf should be well established and in a vigorous condition.



4. Control of weeds and undesirable grasses shall be with the use of both pre-emerge and post-emerge chemicals.

**F. Insects and Diseases**

1. Control insects with regular applications as needed. Use a commercial insecticide.
2. For fire ant control in all ground cover beds, broadcast spread bait in April or May and September or October. Spot treat as needed during the rest of the year.
3. When diseases first appear, spray for diseases with an approved commercial fungicide.

**G. Aeration**

1. All turf areas shall be aerated with a plug-removal type aerator in March or April to improve fertilizer and water utilization.

**H. Clean-Up**

1. Clean up shall include removal of grass clippings from all walks, curbs, signage and pavers. Remove all plant growth from cracks in walks, curbs, and pavers. Also remove leaves, papers and other debris before each mowing. Disposing of debris and plant material down storm sewers is prohibited.
2. All doorways should be cleared immediately after trimming grass to prevent debris from being carried into the buildings.

**SECTION IV: HARD SURFACES AND FENCE LINES****A. Weed Control**

1. Apply a post-emerge weed control or hand remove all plant growth from cracks and expansion joints in walks, curbs and paved areas and fence lines as needed.

**B. Clean Up**

1. At the time of maintenance, remove all grass clippings, soil and debris from sidewalks, curbs and paved areas.
2. Remove all paper, cans, dead animals and other debris from site on service days. All debris shall be removed from the property for disposal. Contractor shall not use on-site compactors or other waste receptacles for disposal.
3. Unauthorized Signs – All unauthorized signs shall be removed from the property on service days.

**SECTION V: MULCHING**

1. Soil mulch shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter, beds, or tree well area.
2. The contractor shall add additional mulch annually to maintain a layer no less than 4 inches deep at all times in shrub planters, beds, and tree wells. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the contractor as part of this contract. Mulch is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage.
3. Any mulch found outside planter areas shall be returned to the planter on a weekly basis.
4. Mulch shall be uniform in color and appearance, and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood, or bark. Mulch will also be fade resistant. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.

# **ATTACHMENT A SERVICE MATRIX**

## **Service Cycles**

### **MUNICIPAL FACILITIES:**

SERVICES	CYCLES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mow, Edge, Line Trim, Weed, Litter p/u, Tree Care, eradication of growth in paved areas	44cycles	2	3	5	4	4	4	4	5	4	4	3	2
Pruning and trimming of shrubs/ground covers	3/yr.			1			1				1		
Tree Fertilization	1/yr.	SCHEDULED THROUGHOUT YEAR											
Ivy Trimming	2/yr.			1							1		
Irrigation System Checks	1/mo.	1	1	1	1	1	1	1	1	1	1	1	1
Mulch flower/shrub beds and tree wells (contractor to supply mulch)	AN.				1								
Aeration	1/yr.			1									
Shrub Fertilization	3/yr.				1			1			1		
Shrub Pre-Emerge	2/yr.		1						1				
Turf Fertilization	3/yr.			1			1			1			
Turf Pre-Emerge	2/yr.		1						1				
Seasonal Planting	2/yr.	SCHEDULE AS NEEDED											
Insects/Diseases	AN. & as needed	SCHEDULE AS NEEDED											
Prune Palm Tree Fronds	AN.	SCHEDULE AS NEEDED											

**UTILITY SITES:**

SERVICES	CYCLES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mow, Edge, Line Trim, Weed, Tree Care, Litter p/u, eradication of growth in paved areas	22cycles	1	1	2	2	2	2	3	2	2	2	2	1
Pruning and trimming of shrubs/ground covers	3/yr.			1			1				1		
Tree Fertilization	1/yr.	SCHEDULED THROUGHOUT YEAR											
Ivy Trimming	2/yr.			1							1		
Irrigation System Checks	1/mo.	1	1	1	1	1	1	1	1	1	1	1	1
Mulch flower/shrub beds and tree wells (contractor to supply mulch)	AN.				1								
Aeration	1/yr.				1								
Shrub Fertilization	3/yr.				1			1			1		
Shrub Pre-Emerge	2/yr.		1						1				
Turf Fertilization	3/yr.			1			1			1			
Turf Pre-Emerge	2/yr.		1						1				
Inspects/Diseases	AN	SCHEDULE AS NEEDED											
Prune Palm Tree Fronds	1/yr.	SCHEDULE AS NEEDED											

**Vacant Lots:**

SERVICES	CYCLES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Tractor Mowing/Rough Cut	9 cycles			1	1	1	1	1	1	1	1		
Tractor Mowing/Rough Cut	44cycles	2	3	5	4	4	4	4	5	4	4	3	2

**Locations of Service**

The City of Sugar Land owns Twenty-two (22) Municipal Facilities, Forty-two (42) Utility sites, and Five (5) vacant lots that require regular, scheduled grounds care maintenance. Each physical address/location is listed below.

MUNICIPAL FACILITIES	ADDRESS
Animal Services	101 Gillingham Lane
ARC Building	123 Brooks Street
Base Pilots Center	12888-A Highway 6 South
City Hall	2700 Town Center Square
T.E. Harman Center	226 Matlage Way
Fire Administration and Annex	10405 Corporate Drive
Fire Station #1	555 Matlage Way
Fire Station #2	1040 Industrial
Fire Station #3	2255 Settlers' Way Blvd
Fire Station #4	2100 Austin Parkway
Fire Station #5	5735 Commonwealth
Fire Station #6	6255 Sansbury
Fire Station #7	1301 Chatham Avenue
KSLB Building	119 Brooks Street
Municipal Airport	12888-B Highway 6 South
Parks Warehouse	2120 Austin Parkway
Police & Courts Facility	1200 Highway 6 South
Public Works Maintenance Facility	111 Gillingham Lane
Public Works Admin	101-A Gillingham Lane
Public Works Warehouse ( In & Out of Fence Area)	111 Gillingham Lane
Imperial Park Recreation Center	234 Matlage Way
Surface Water Treatment Plant	14601 Voss Rd.

UTILITY SITES	ADDRESS
Austin Parkway Water Plant	1402 Austin Parkway
Bournewood Lift Station	905 Bournewood-along drainage ditch
Brooks Street Lift Station	422 Brooks St
Burney Road Lift Station	Burney Road @ Harman Street
Eldridge Road Off Site Well	1106 Eldridge-next to Sonic Drive-in
First Colony Blvd Water Plant	1950 First Colony Blvd
Grants Lake Blvd Water Well	2628 Grants Lake Blvd
Great Oak Lane Water Well	1521 Great Oak Lane
Industrial Elevated Water Tank	1000 Block of Industrial
Industrial Lift Station	610 Industrial-SE corner of road and Industrial
Lakeview Water Plant	1101 Lakeview
Laura Road Off Site Well	13330 Laura Morrison Dr. behind Public Storage
Market Street Lift Station	350 Parklane-across from Pappasitos
Mason Road Elevated Water Tank	13944 Oakwood Lane
Merrick Elevated Water Tank	722 Merrick "C"
Oyster Creek Lift Station A	214 Oyster Creek
Oyster Creek Lift Station B	925 Oyster Creek
Riverpark Lift Station #1	6003 E Riverpark Drive
Riverpark Lift Station #2	2526 Sparrow Branch
Riverpark Lift Station #3	6310 E Riverpark Drive
Riverpark Lift Station #4	3315 Wimberly Canyon
Riverpark Water Well #1	5975 Summit Creek
Riverpark Water Well #2	6425 E Riverpark Drive
Settlers Way Elevated Storage Tank	2216 Oil Field Rd
Soldiers Field Water Well	1112 Soldiers Field
Sugar Creek Water Plant	2030 Country Club Blvd-on golf course.
Willow Bank Water Well	4226 Willow Bank
Woodchester Water Plant	13743 Woodchester
Riverstone GWP: Fuel Service Plus A1,A2,B,C Zones	16802 University Boulevard
Riverstone Well Parcel	Private Rd- Behind 4923 Ava Meadows Lane
University Elevated Storage Tank	18355½ SW Freeway
Stadium Lift Station	202½ Stadium Drive
Great Lakes @ Austin Pkwy	3122 Great Lakes
Riverstone Lift Station	18634½ University Boulevard
*Greatwood Pkwy Groundwater Plant	6631 Greatwood Pkwy 77479
*Park River Groundwater Plant	8915 Park River Dr. 77479
*Thompson Chapel Groundwater Plant	4603 Thompson Chapel 77479
*Homeward Way Groundwater Plant	5505 Homeward Way 77479

<b>*New Territory Groundwater Plant</b>	<b>4421 ½ New Territory Blvd 77479</b>
<b>*Boulder Oaks Offsite Well</b>	<b>1922 ½ Boulder Oaks Dr.</b>
<b>*Greatwood WWTP</b>	<b>902 Tara Blvd, Richmond, Texas 77479</b>
<b>*New Territory WWTP</b>	<b>4050 U.S. Highway 90A, Sugar Land, TX 77479</b>

\*Services at these sites will start on December 12, 2017.

Square footage of areas to be maintained is unavailable. Site visits are recommended.

<b>Vacant Lots – 9 Cycles</b>	<b>ADDRESS</b>
Fire Administration and Annex (Lot Next to Building)	10405 Corporate Drive
Police & Courts Facility (Lot Next to Building)	1200 Highway 6 South
Surface Water Treatment Plant Vacant Lots	14601 Voss Road

<b>Vacant Lots – 44 Cycles</b>	<b>ADDRESS</b>
Vacant Lot (Near Corner of Brooks & 90A)	115 Brooks Street
Vacant Lot (Adjacent to T.E. Harman Center)	200 Matlage Way

**SECTION V**  
**REQUIRED FORMS**  
**BID NO. 2017-22**

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 (4 pages)
3. Bidder Information
4. Bidder Customer/Client References
5. Conflict of Interest Questionnaire (CIQ Form)
6. Completed Bid Bond

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	August 9, 2017 & August 16, 2017
2	ITB Posted to <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	August 9, 2017
3	Questions Deadline	Thursday, August 17, 2017 @ 3:00 pm
4	Questions Answered and Addendum posted	Friday, August 18, 2017 @ 3:00 pm
5	Bids Due	Thursday, August 24, 2017 @ 11:00 am

**BID CHECKLIST**

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

- ☐ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☐ 4. REFERENCES AND CIQ FORM COMPLETED
- ☐ 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 6. BID BOND FORM COMPLETED
- ☐ 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

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

- ☐ 8. 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:

\_\_\_\_\_

**FACILITIES LANDSCAPE MAINTENANCE  
TABULATION FORM**

<b>MUNICIPAL FACILITIES:</b>		
<b>Location</b>	<b>Monthly Cost</b>	<b>Annual Cost (12 Months)</b>
Animal Services	\$	\$
ARC Building	\$	\$
Base Pilots Center	\$	\$
City Hall	\$	\$
T.E. Harman Center	\$	\$
Fire Administration and Annex	\$	\$
Fire Station #1	\$	\$
Fire Station #2	\$	\$
Fire Station #3	\$	\$
Fire Station #4	\$	\$
Fire Station #5	\$	\$
Fire Station #6	\$	\$
Fire Station #7	\$	\$
KSLB Building	\$	\$
Municipal Airport	\$	\$
Parks Warehouse	\$	\$
Police & Courts Facility	\$	\$
Public Works Maintenance Facility	\$	\$
Public Works Admin	\$	\$
Public Works Warehouse ( In & Out of Fence Area)	\$	\$
Imperial Park Recreation Center	\$	\$
Surface Water Treatment Plant	\$	\$
Total =		\$

UTILITY SITES		
Location	Monthly Cost	Annual Cost (12 Months)
Austin Parkway Water Plant	\$	\$
Bournewood Lift Station	\$	\$
Brooks Street Lift	\$	\$
Burney Road Lift Station	\$	\$
Eldridge Road Off Site Well	\$	\$
First Colony Blvd Water Plant	\$	\$
Grants Lake Blvd Water Well	\$	\$
Great Oak Lane Water Well	\$	\$
Industrial Elevated Water Tank	\$	\$
Industrial Lift Station	\$	\$
Lakeview Water Plant	\$	\$
Laura Road Off Site Well	\$	\$
Market Street Lift Station	\$	\$
Mason Road Elevated Water Tank	\$	\$
Merrick Elevated Water Tank	\$	\$
Oyster Creek Lift Station A	\$	\$
Oyster Creek Lift Station B	\$	\$
Riverpark Lift Station #1	\$	\$
Riverpark Lift Station #2	\$	\$
Riverpark Lift Station #3	\$	\$
Riverpark Lift Station #4	\$	\$
Riverpark Water Well #1	\$	\$
Riverpark Water Well #2	\$	\$
Settlers Way Elevated Storage Tank	\$	\$
Soldiers Field Water Well	\$	\$
Sugar Creek Water Plant	\$	\$
Willow Bank Water Well	\$	\$
Woodchester Water Plant	\$	\$
Riverstone GWP: Fuel Service Plus A1,A2,B,C Zones	\$	\$
Riverstone Well Parcel	\$	\$
University Elevated Storage Tank	\$	\$
Stadium Lift Station	\$	\$
Great Lakes @ Austin Pkwy	\$	\$
Riverstone Lift Station	\$	\$
*Greatwood Parkway Groundwater Plant	\$	\$
*Park River Groundwater Plant	\$	\$
*Thompson Chapel Groundwater Plant	\$	\$

<b>*Homeward Way Groundwater Plant</b>	\$	\$
<b>*New Territory Groundwater Plant</b>	\$	\$
<b>*Boulder Oaks Offsite Well</b>	\$	\$
<b>*Greatwood WWTP</b>	\$	\$
<b>*New Territory WWTP</b>	\$	\$
Total =		\$

<b>VACANT LOTS</b>		
<b>Location</b>	<b>Monthly Cost</b>	<b>Annual Cost (12 Months)</b>
Fire Administration & Annex (Lot next to Building)	\$	\$
Police & Courts Facility (Lot next to Building)	\$	\$
Surface Water Treatment Plant (Vacant Lots)	\$	\$
Vacant Lot (Near corner of Brooks & 90A)	\$	\$
Vacant Lot (Adjacent to T.E. Harman Center)	\$	\$
Total =		\$

<b>TOTAL</b>	
<b>Location</b>	<b>Annual Cost (12 Months)</b>
MUNICIPAL FACILITIES	\$
UTILITIES SITES	\$
VACANT LOTS	\$
<b>GRAND TOTAL BASE BID</b> (TOTAL ALL LOCATIONS)	\$

**Additional Items**

- Pricing for the following items must be provided in order for bid to be considered complete, but may or may not be included in contract award.

Type of Service	Frequency by Unit Type	Price
Mulch Beds	As Requested, Per square foot	\$
Water Truck	Per Hour	\$
Irrigation Repairs	Per Hour	\$
Litter Pick-Up crews	Per Worker, Per Hour	\$
Cost Per Square Foot for 44 Cycles		\$
Cost Per Square Foot for 22 Cycles		\$
Cost Per Square Foot for 9 Cycles		\$

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

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

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

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

YEAR EST \_\_\_\_\_ NO. OF YEARS IN BUSINESS \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

PRINCIPALS:

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

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

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

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

**DESCRIPTION OF SERVICES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_

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

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

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

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

**DESCRIPTION OF SERVICES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_

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

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

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

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

**DESCRIPTION OF SERVICES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_

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

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

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

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

**DESCRIPTION OF SERVICES:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_



**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:** Facility 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 2017-22**

(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 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 Oblige: City of Sugar Land, TexasName of Project: Facility 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.

**CITY OF SUGAR LAND**

**INVITATION TO BID NO 2017-22**

**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 Oblige: City of Sugar Land, TexasName of Project: Facility 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)\_\_\_\_\_  
\_\_\_\_\_**Surety:**\_\_\_\_\_  
(Typed Firm Name)

(Seal)

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

(Signature—Attorney in Fact)

\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Physical Address)\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SUGAR LAND**

**INVITATION TO BID NO 2017-22**

(Mailing Address)

\_\_\_\_\_

(Telephone No. with Area Code)

\_\_\_\_\_

(Date of Execution)

(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).**



## CITY OF SUGAR LAND

**CONTRACTOR INFORMATION**

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Principal Contact: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

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

\_\_\_\_\_  
Signature/Authorized Certifying Official\_\_\_\_\_  
Typed Name and Title\_\_\_\_\_  
Prospective Contractor/Organization\_\_\_\_\_  
Date Signed\_\_\_\_\_  
State Contractor License No. (if any)

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>2</b> Check this box if you are filing an update to a previously filed questionnaire.               </div> </div> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>3</b> Name of local government officer with whom filer has employment or business relationship.               </div> </div> <div style="border: 1px solid black; padding: 10px; margin-top: 5px;"> <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Name of Officer</div> </div> <p>This section (Item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p><b>B.</b> Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p><b>D.</b> Describe each employment or business relationship with the local government officer named in this section.</p> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Signature of person doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> <div style="font-size: small;">Date</div> </div> </div> </div>		

Adopted 06/29/2007

# SAMPLE

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

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

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

**Date:**

**Date:**

**Title:**

**Title:**

**Company:**

**APPROVED AS TO FORM:**

## **II. General Information and Terms.**

**Contractor's Name and Address:**

**Description of Services:**

**Maximum Contract Amount:** \$

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

**Termination Date:** (See III C)

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

**III. Standard Contractual Provisions.**

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

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

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

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IV. Additional Terms or Conditions.** None.

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

**Exhibit A. Contractor's Additional Contract Documents:**

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. (Name of attachment) (date) (pages)

**Exhibit B. City's Additional Contract Documents:**

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



**REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

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

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

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

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

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

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

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

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

Complete the certificate of insurance with the information

listed below:

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

**INSURANCE REQUIREMENTS – FACILITY 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>Very High/High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>
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

<u>X</u> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
<u>Very High/ High Risk</u>	<u>X</u> <u>Medium Risk</u>	<u>Low Risk</u>	
Combined Single Limits	Combined Single Limits	Combined Single Limits	
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD  
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)  
 \$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: not required  
 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**  
 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**  
 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**  
 Contract value above \$15,000,000: **\$20,000,000 is required**

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

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

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

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

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

Other Insurance Required: \_\_\_\_\_

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

**BIDDER STATEMENT**

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

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

**EXHIBIT B-3**

Facilities Maps for City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape  
Maintenance Services

*(See Attached)*



Gillingham, Kent, UK

Imagery Date: 12/23/2017 29:37:51.35" N 05:36:54.73" W Elev: 50 ft Eye Alt: 1150 ft

© 2017 Google

1995



Google Earth

Imagery Date: 12/23/2017 12:29:37.33" N 95°36'54.73" W alt: 86.6 ft 1456 ft





Google Earth

Imagery Date: 1/23/2017 24°37'00.28"N 95°35'04.56"W elev: 75 ft. e: 0.17 m

1995



Google Earth

Imagery Date: 11/23/2017 24:37:09.287 ft: 95339 ft 58.17 elev: 79 ft eye alt: 937 ft





Google Earth

Imagery Date: 1/23/2017 29°17'07.85"N 105°36'45.46"W elev: 84 ft elev dt: 537 ft

1995



Google Earth

Imagery Date: 1/23/2017 29°37'07.64"N 95°18'04.48"W, Elev: 60 ft, Eye Alt: 53 ft, 0



Google Earth

Imagery Date: 1/21/2017 24:37:03 GMT-7 55°18'13.5" N 78°0' 42" W

© 1995



Google Earth

Imagery Date: 1/23/2017 2:43:17.03-52°N 95°39'13.57"W elev. 700' 6x60ft 455ft

© 2017 Google

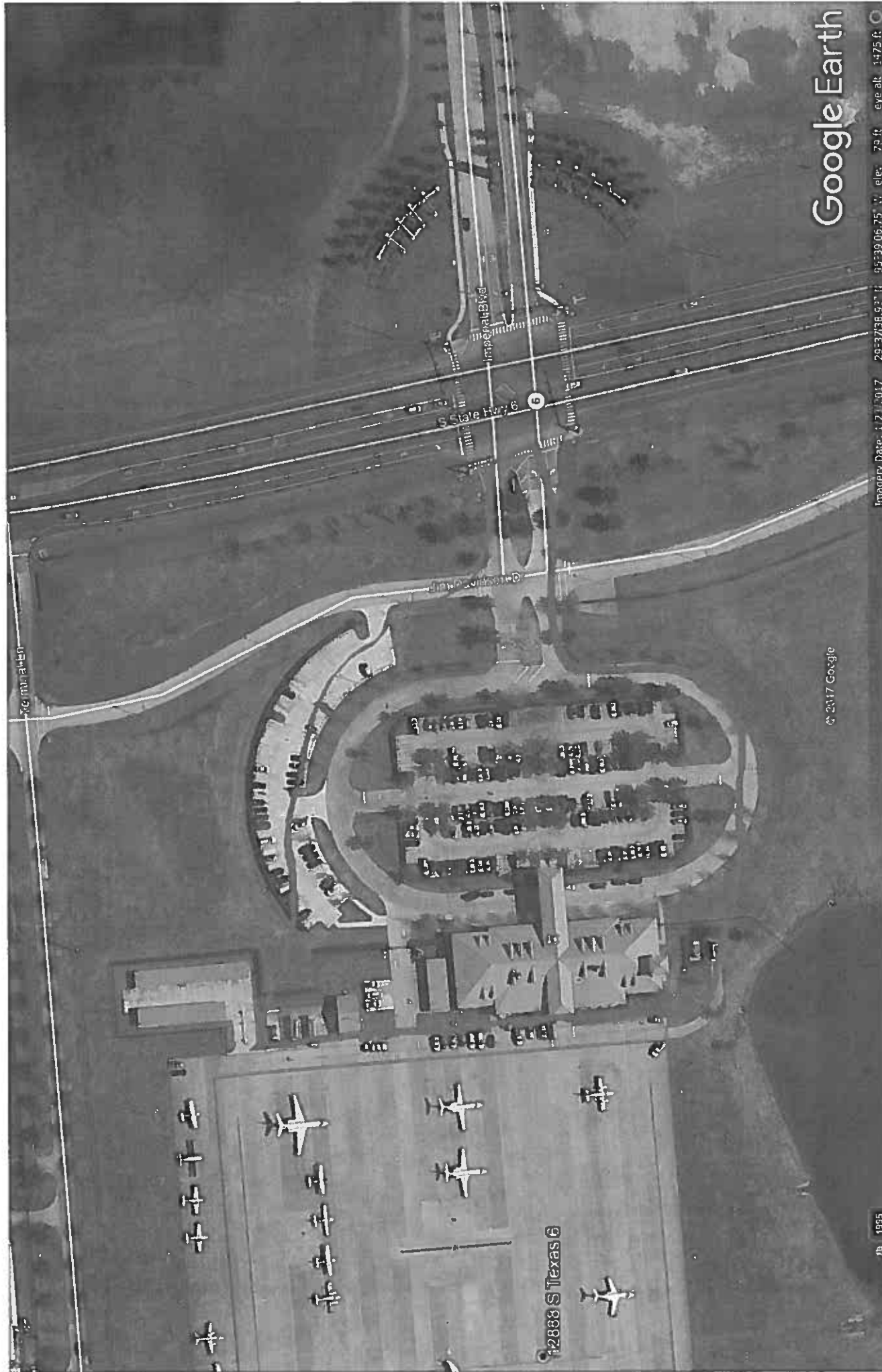
1955





Google Earth

ImageV Date: 1/23/2017 29.1745, 03.11 95.3811, 31.11 elev: 28 ft 0.6 alt 943 ft



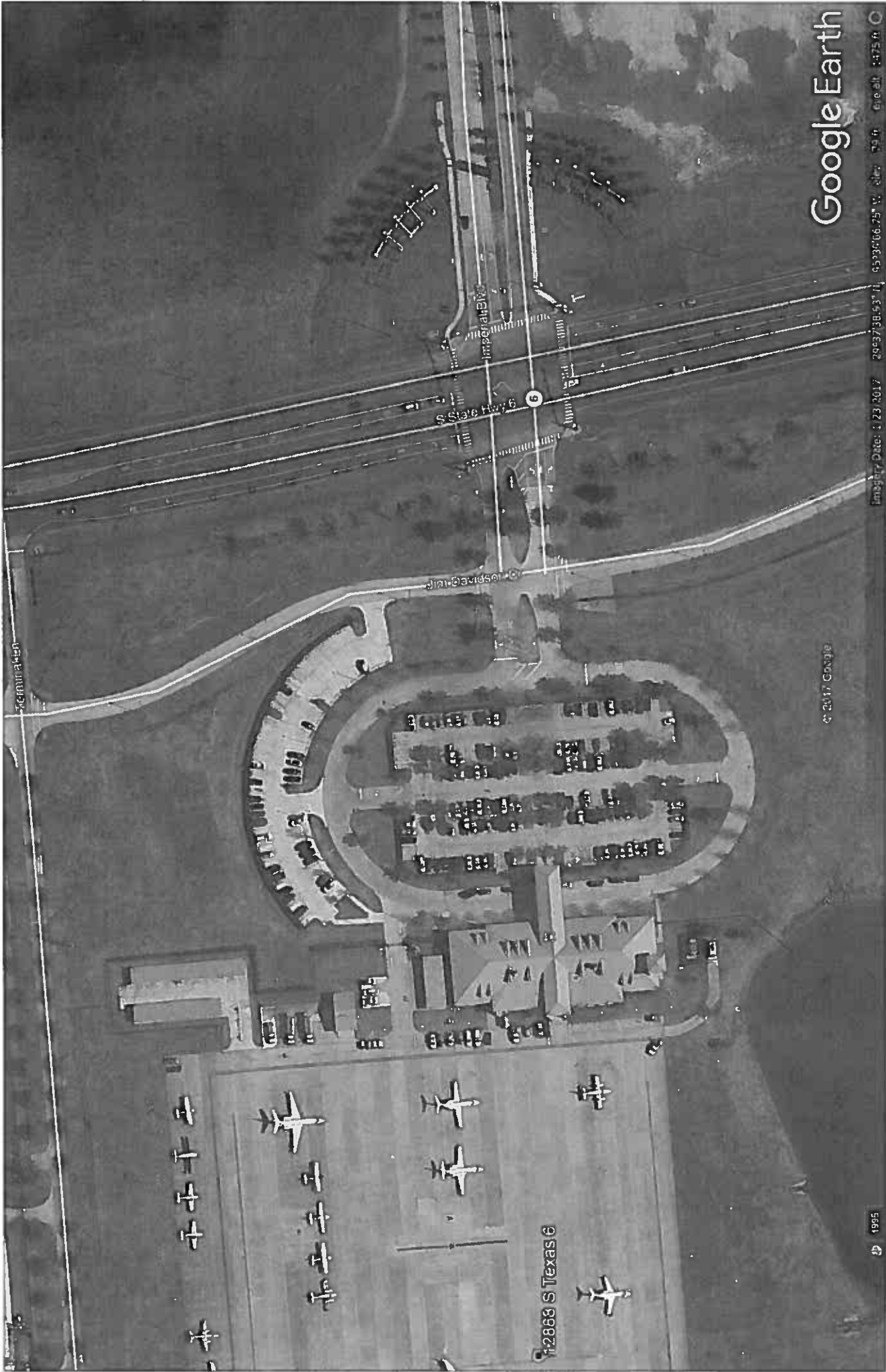
Google Earth

© 2017 Google

Imagery Date: 12/10/17 29°37'38.93" N, 95°39'06.75" W, elev: 79 ft, eye alt: 1475 ft

1995

2888 S Texas



Google Earth

Imagery Date: 1/23/2017 29.93738, -95.3111, 8533506.75' W, 8477' N, 3475' N

© 2017 Google

2863 S Texas

1995



Google Earth

Imagery Date: 23 2017 20:37:31.27 N 45:35:11.57 W elev 74 ft eye alt 1161 ft

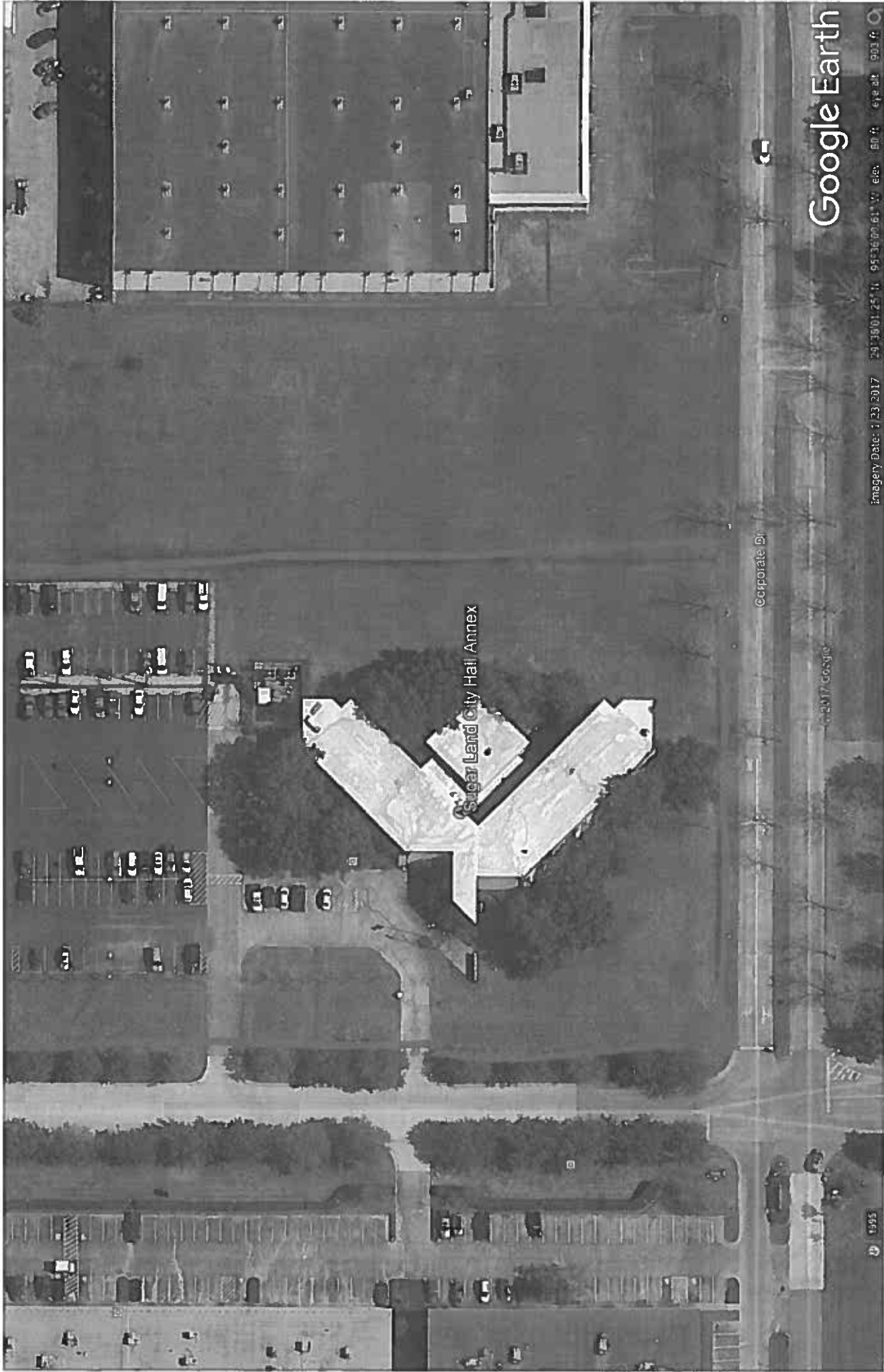




Google Earth

Image Date: 1/23/2017 25:37:31.277 65:39:11.57 W 145: 74.0 Eye Alt: 616.0

© 2017 Google



Sugar Land City Hall Annex

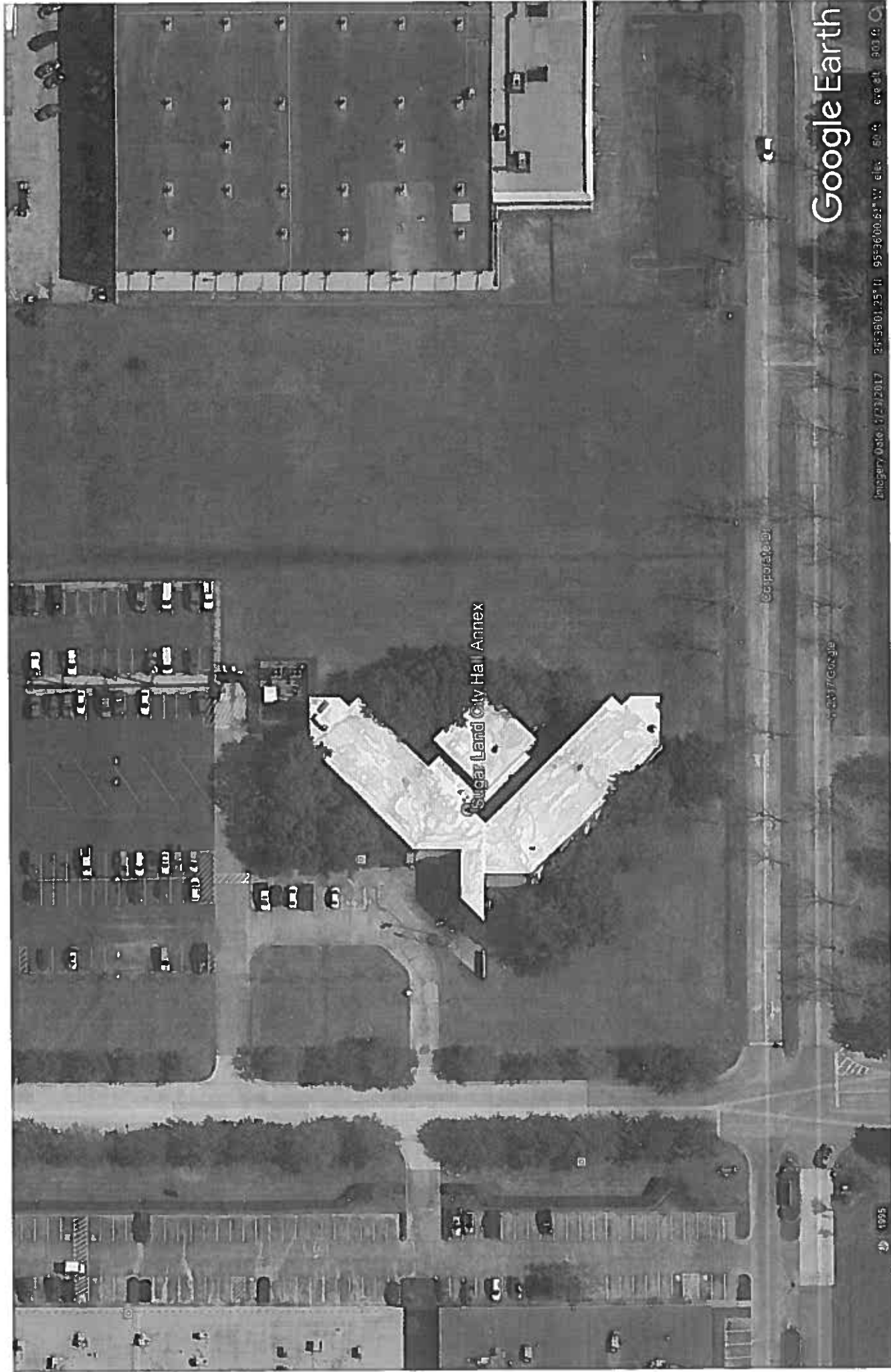
Corporate Dr

© 2017 Google

Google Earth

Imagery Date: 7/23/2017 29°39'01.25"N 95°36'00.61"W elev: 60 ft eye at: 903 ft

1995



Sugar Land City Hall Annex

Google Earth

Imagery Date: 7/23/2017 2:53:01.25 PM 95°36'00.61" W 30°0'0" N

© 1995



Google Earth

Imagery Date: 1/23/2017 29°35'43.39"N 95°37'17.53"W elev: 71 ft eye alt: 892 ft

2700 Town Center Blvd N

© 2017 Google

2700

2014 1955





Google Earth

1925

Image/Date: 1/23/2007 28.364539° N, -95.380807° W, 670' 750' 0



1995

© 2017 Google

Mallage Way

Imagery Date: 1/23/2012 29°36'45.39" N, 55°38'08.07" W, elev: 72 ft eye alt: 603 ft

Google Earth



Google Earth

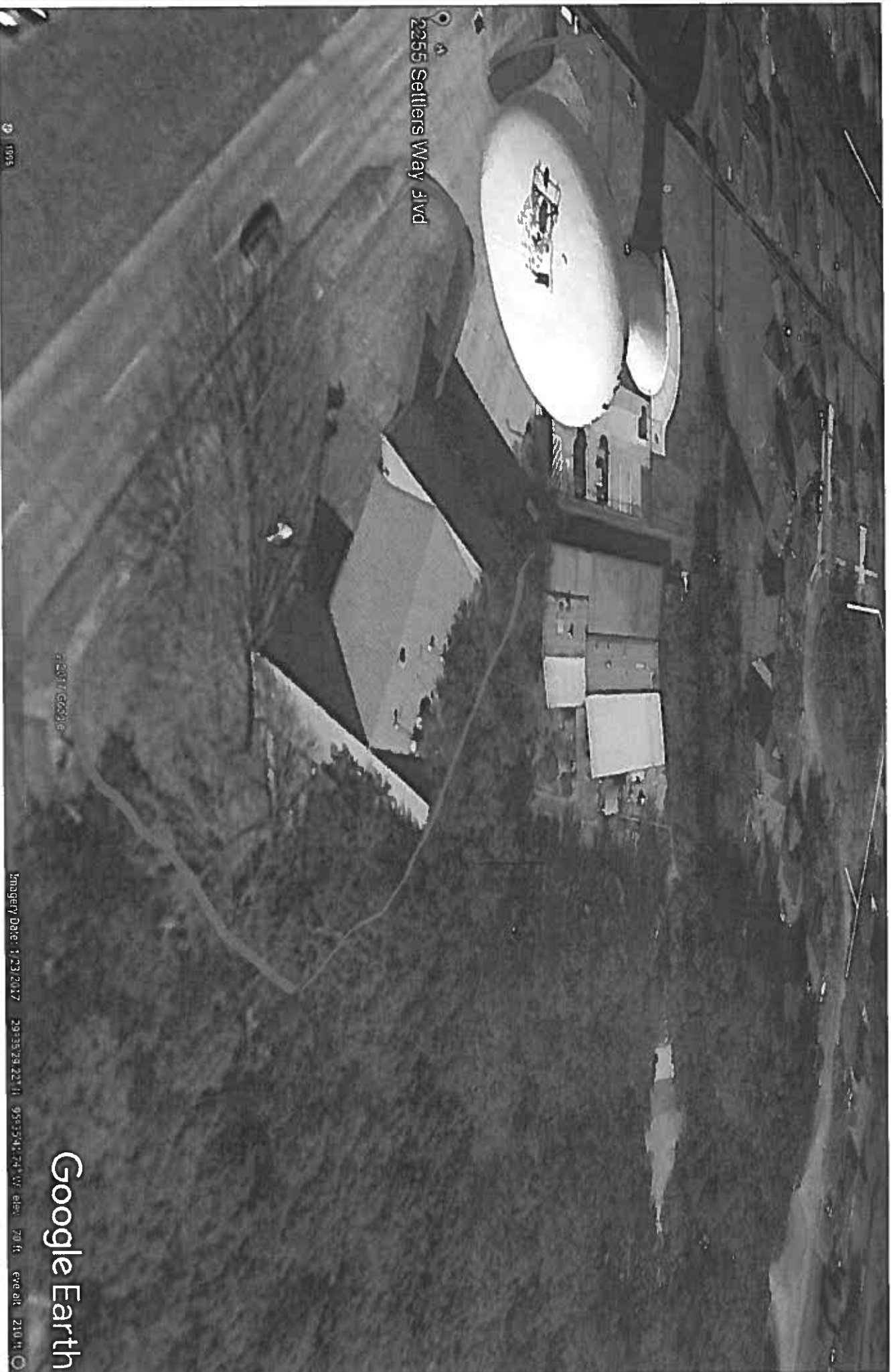
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Google Earth

Imagery Date: 11/23/2017 29°58'27.93"N 95°34'25.09"W elev. 85 ft eye alt. 625 ft





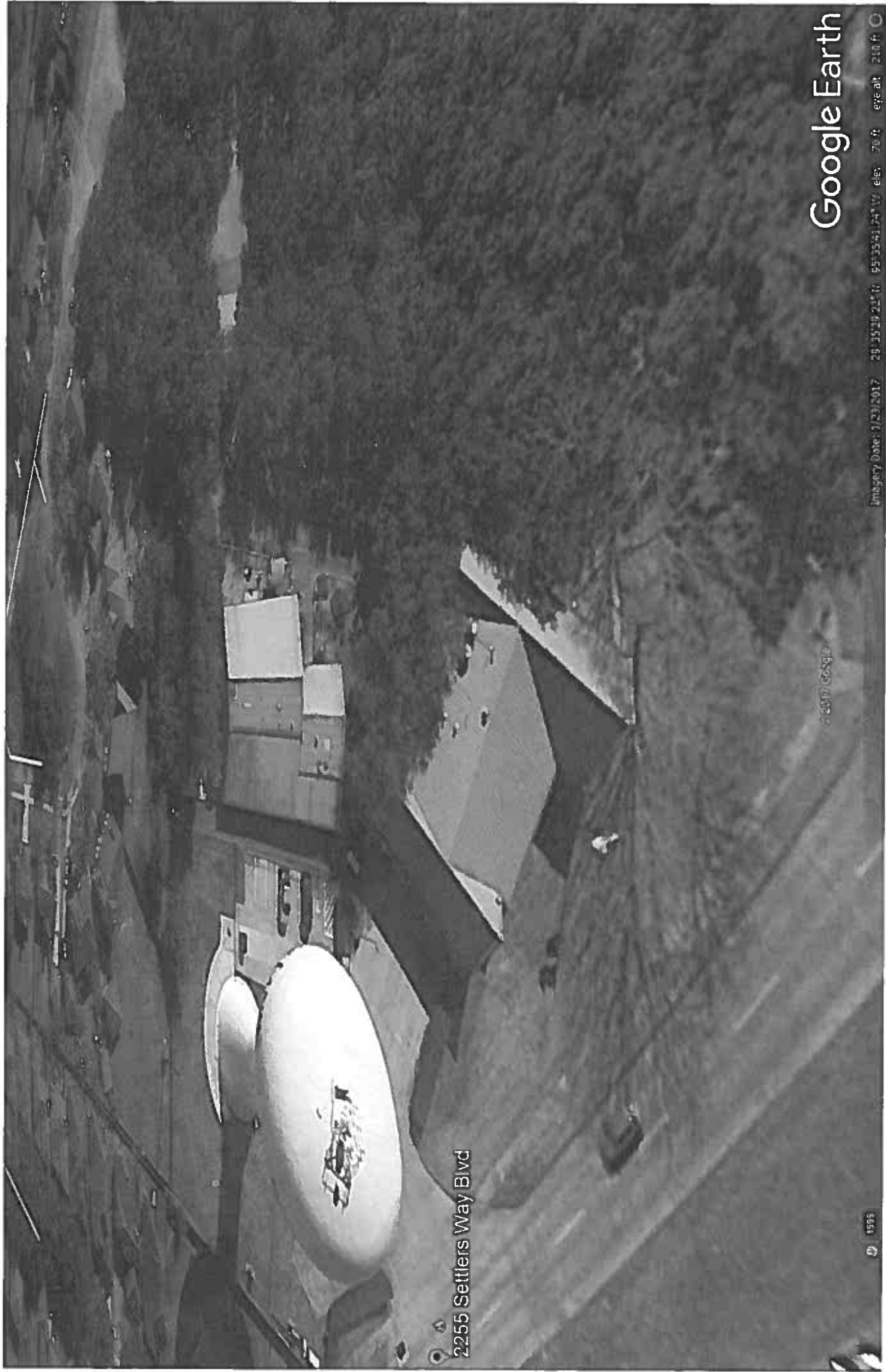
2255 Sellers Way Blvd

© 2017 Google

Google Earth

Imagery Date: 7/23/2017 29°35'29.22" N 95°35'41.74" W elev: 70 ft eye alt: 210 ft

© 1995



2255 Settlers Way Blvd

Google Earth

Imagery Date: 1/23/2017 29°35'20.23"N 95°35'41.74"W elev. 70 ft eye alt. 210 ft



Google Earth

Imagery Date: 1/23/2017 20:35:06.06 "L" 95°37'01.19 "E" ele: 68 ft are alt: 868 ft

© 2017 Google

1995



Google Earth

Imagery Date: 7/23/2017 2:01:35 PM 06:06' N 95°37'04.35" W elev: 68 ft eye alt: 688 ft

© 1995





5735 Commonwealth Blvd

Elkins Rd

Google Earth

Imagery Date: 1/23/2017 7:53:12 PM 45° 17' 41" N 68° 37' 44" W 71 ft eye alt 568 ft

1995



Google Earth

Imagery Date: 1/23/2017 29°33'32.17"N 95°37'49.63"W Elev: 72 ft eye alt: 568 ft

5735 Commonwealth Blvd

Elkins Rd

© 2017 Google

1995



Sugar Land Fire Station #6

Google Earth

Imagery Date: 1/23/2017 29.1310644° N 95.413651° W elev. 75 ft area 481 ft

© 2017 Google

1995



Sugar Land Fire Station #6

Google Earth

Imagery Date: 1/23/2017 29°13'06" 44°17' 95" 136 57° 00" Elev: 75 ft eye alt: 481 ft

© 2017 Google

100%





1301 Chatham Ave

Chatham Ave

New Tarron Rd

Google Earth

1995

Imagery Date: 3/3/2016

28°35'31.46" N, 95°38'26.68" W

ele. 77 ft

eye alt. 653 ft



1301 Chatham Ave

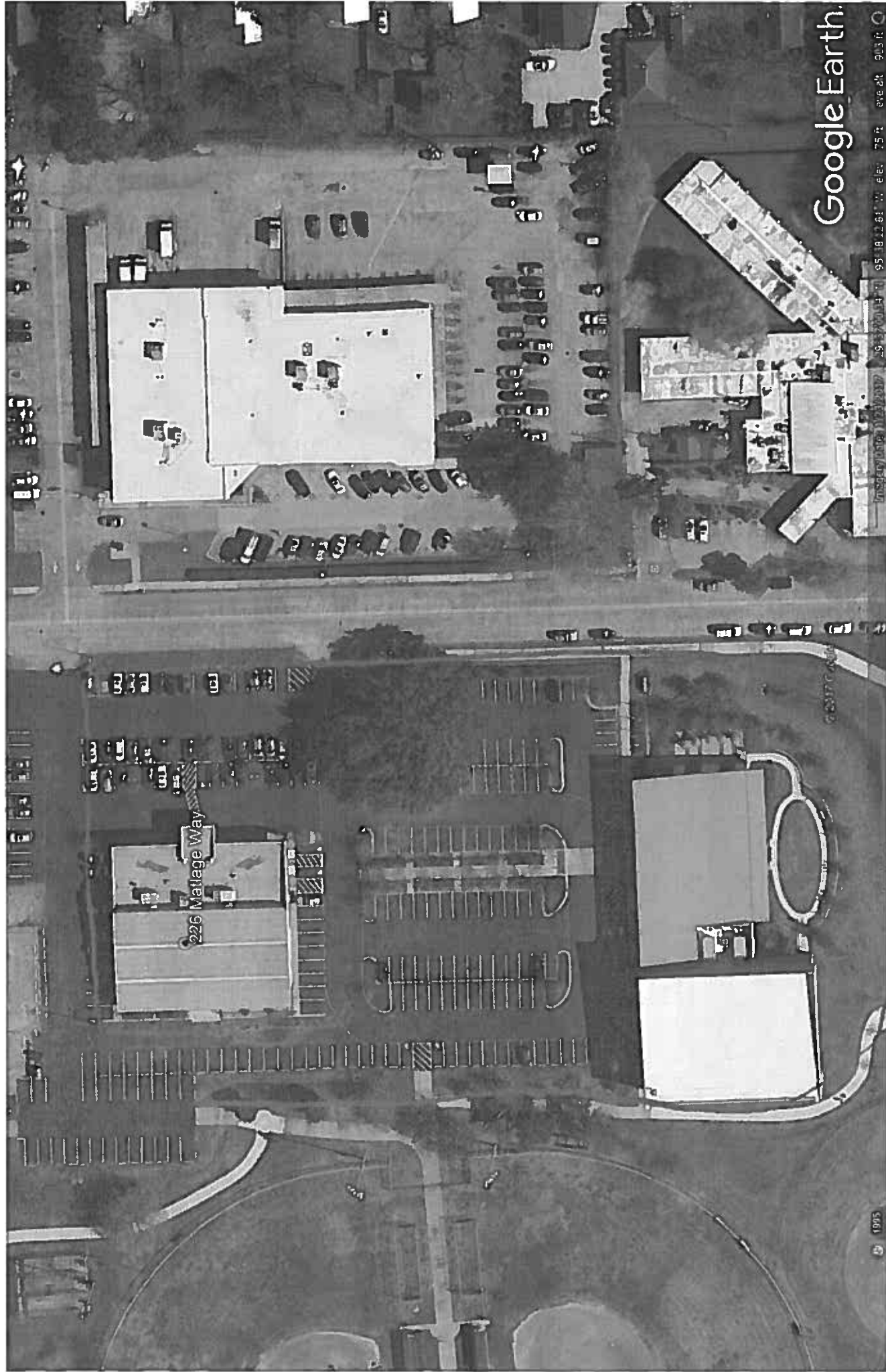
Chatham Ave

West Tarrant Blvd

Google Earth

Imagery Date: 3/3/2016 29°35'31.48" N 95°39'26.68" W elev. 77 ft eye alt. 653 ft

1995

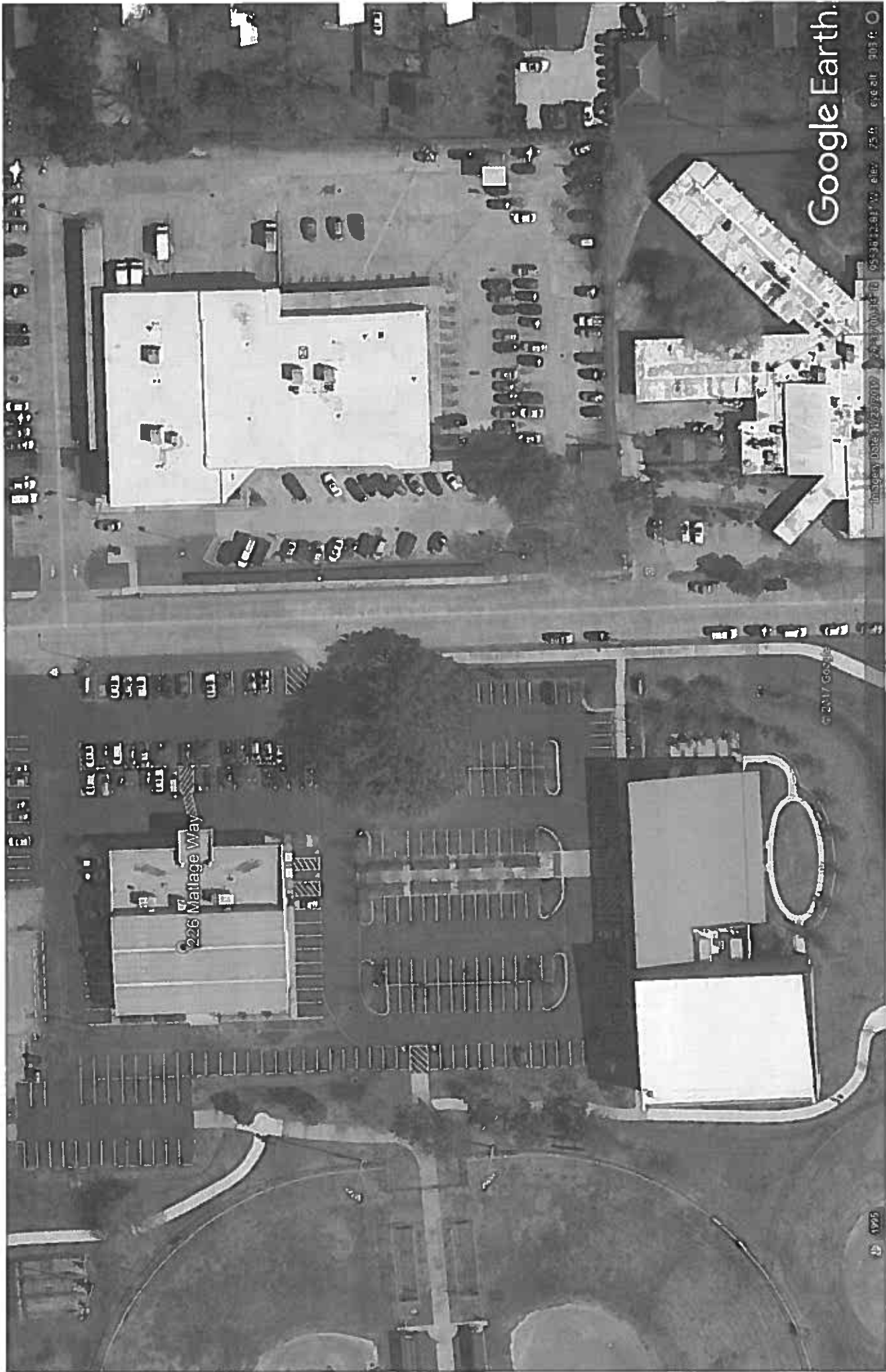


Google Earth

Imagery date: 11/21/2007 19:13:00 UTC 95°18'11.61" W elev. 75 ft. view at 903 ft

© 1995





Google Earth.

Imagery Date: 11/23/2019 2:41:00 PM ID: 65538122041 W: 61m E: 75.6 eye alt: 903 ft

© 2017 Google

1795



Google Earth

Imagery Date: 1/23/2017 29:37:08.921 95:39:04.121 79 ft 559 ft

1995



Google Earth

Imagery Date: 1/23/2017 29°37'08.92" N 95°58'04.52" W elev. 79 ft. eye alt. 859 ft.

1995





Google Earth

Imagery Date: 1/23/2012 2:03:13.35 PM 55.9341084° N elev. 71 ft eye alt. 1570 ft



Google Earth

Imagery Date: 1/23/2017 7:57:16 13.5° N 95° 35' 10.84" W elev: 71 ft eye alt: 1570 ft

1200 Hwy 6

2017 09-29

S. 10th St

S. 11th St





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Google Earth

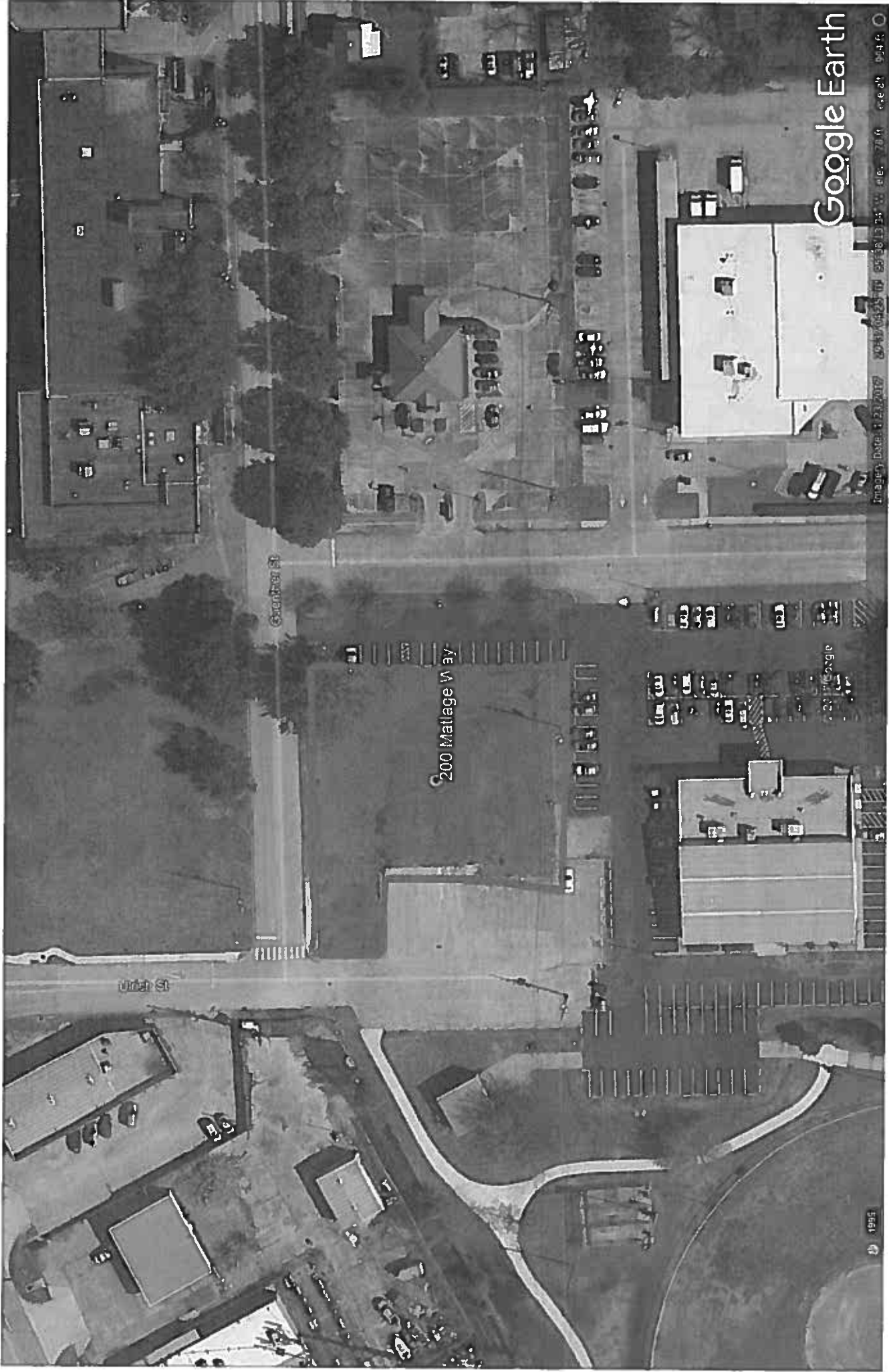


Google Earth

Imagery Date: 1/23/2017 29°32'31.69"N 95°36'53.73"W Elev: 81ft Eye alt: 1525 ft

© 2017 Google

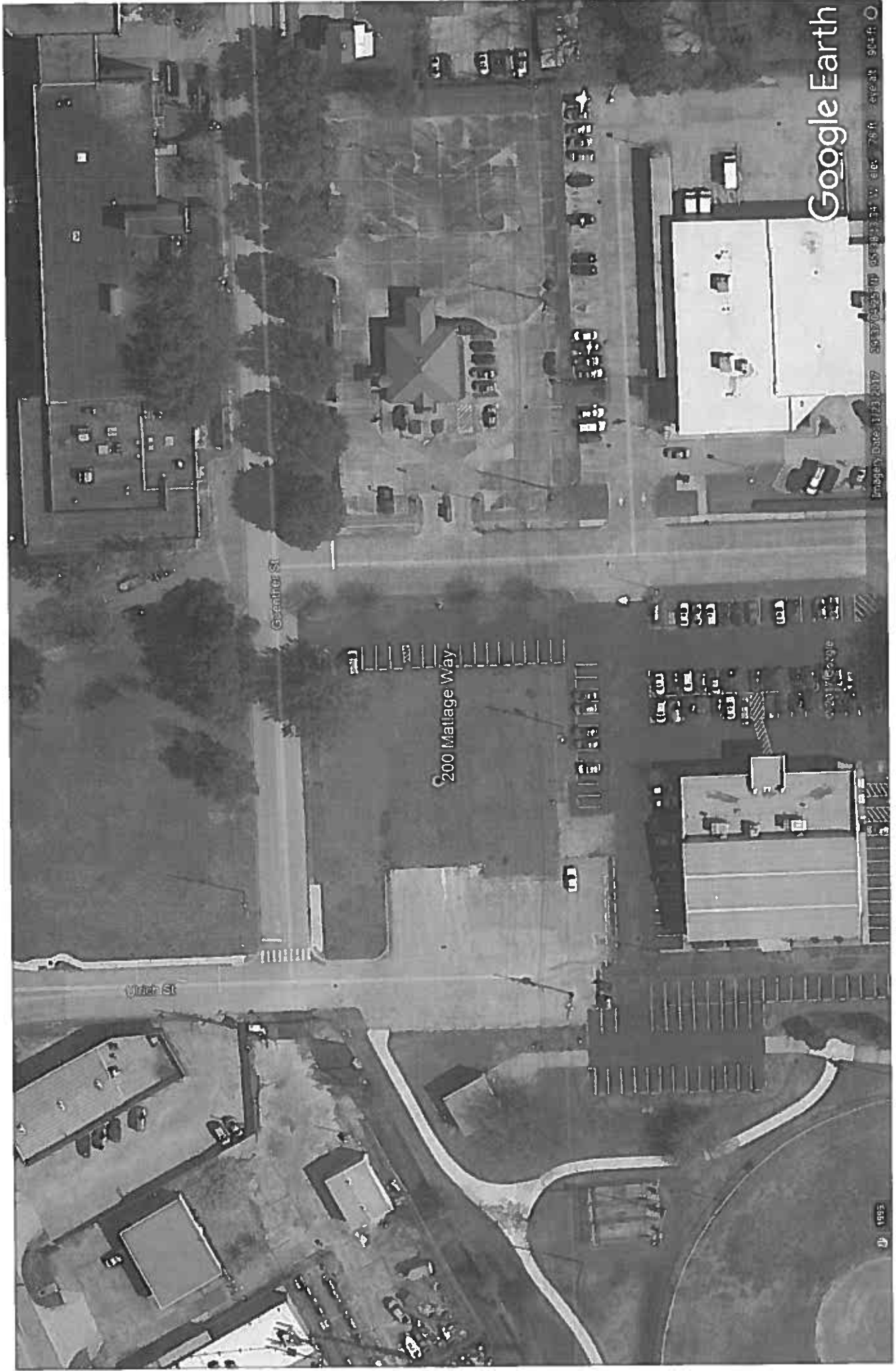
1995



Google Earth

Imagery Date: 1/23/2019 20:49:04.25 W 25:30:13.14 N, ele. 78.0 ft, 44.2°N, 99.3°W





Google Earth

Imagery Date: 1/23/2017 20:37:05-25:00 WGS84 W. elev. 76 ft. eye at 90 ft. O

© 1993

**EXHIBIT B-4**

Utilities Maps for City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape  
Maintenance Services

*(See Attached)*



Austin Parkway Water Plant



Boulder Oaks Offsite Well



**Bournewood Lift Station**



**Burney Road Lift Station**



Eldridge Road Off Site Well



First Colony Blvd Water Plant





Grants Lake Blvd Water Well



Great Lakes @ Austin Pkwy Liftstation



Willow Bank Water Well



Greatwood Pkwy Groundwater Plant



Greatwood WWTP



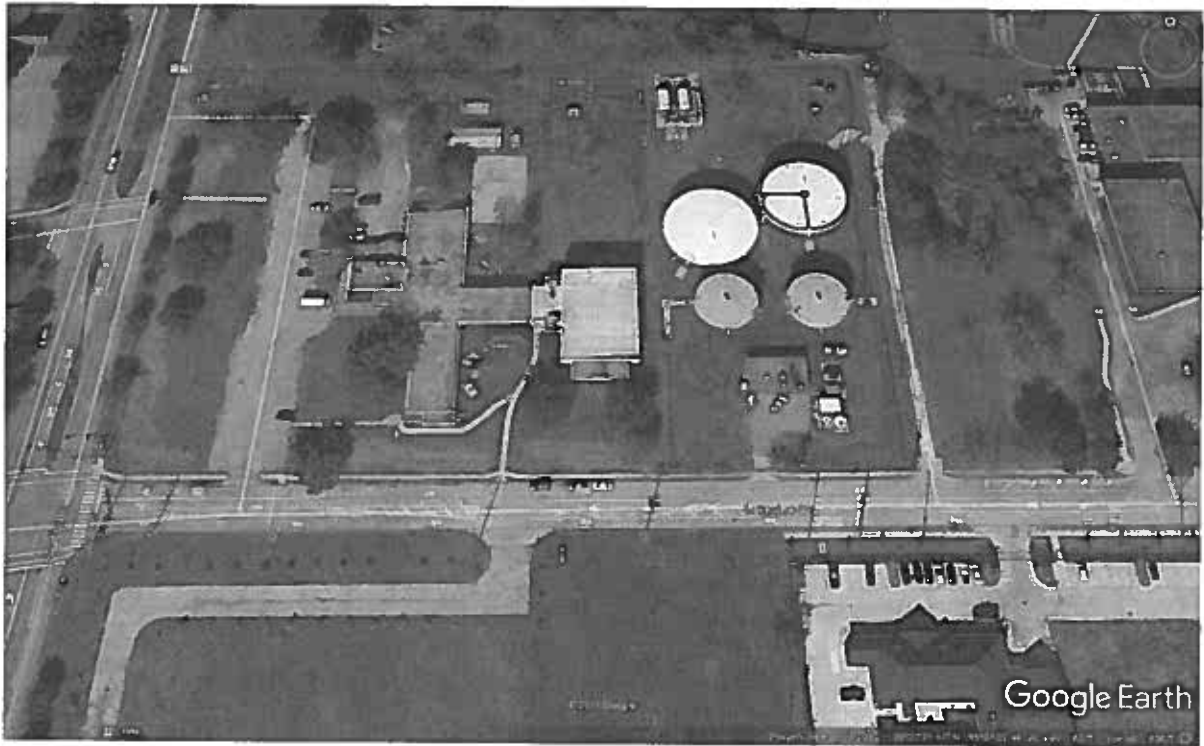
Homeward Way Groundwater Plant



Industrial Lift Station



Industrial Elevated Water Tank



Lakeview Water Plant



Laura Road Off Site Well





Market Street Lift Station



Mason Road Elevated Water Tank



**Merrick Elevated Water Tank**



**New Territory Groundwater  
Plant**



Riverpark Lift Station #1



Riverpark Lift Station #2





Riverpark Lift Station #3



Riverpark Lift Station #4



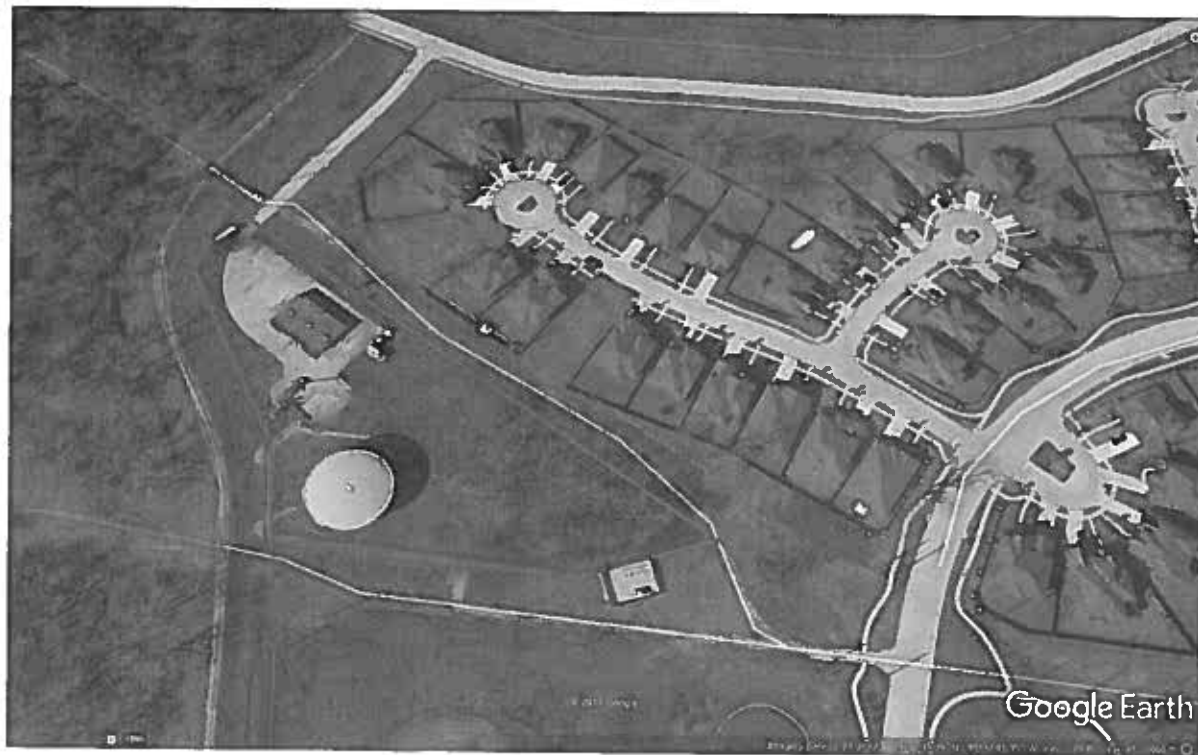
Riverpark WATER PLANT



Riverpark Water Well #2



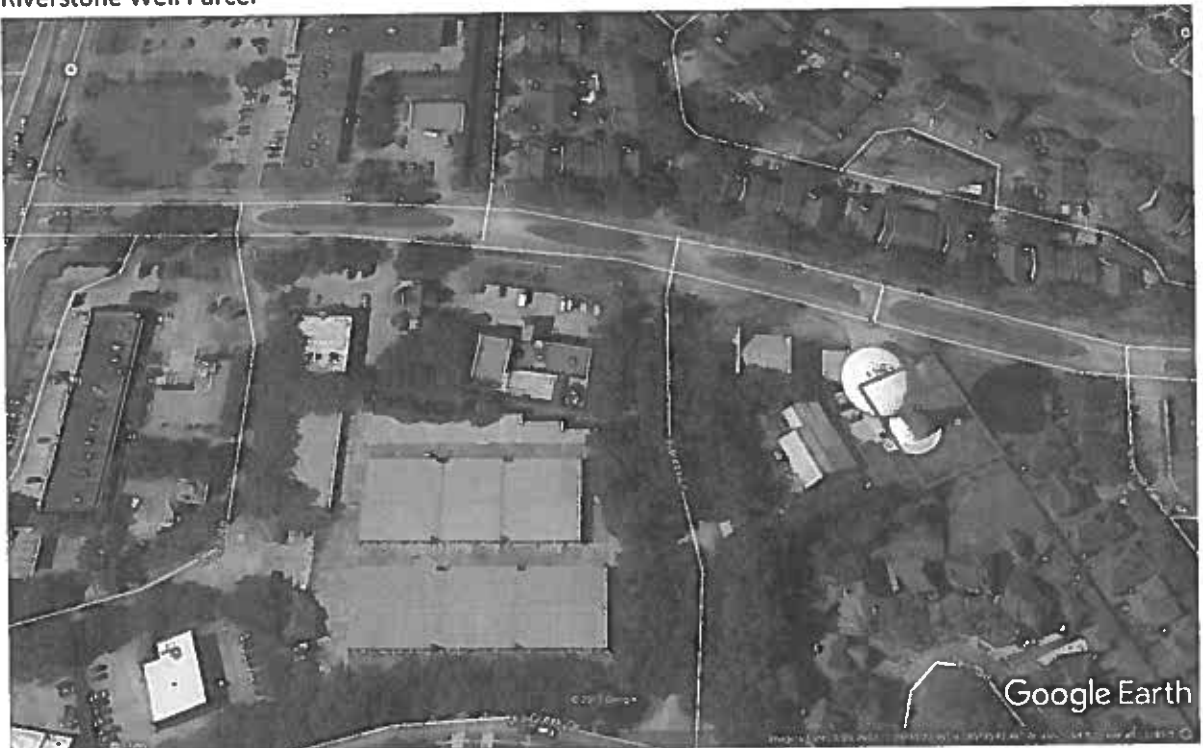
Riverstone Lift Station



Riverstone GWP: Fuel Service Plus A1,A2,B,C Zones



Riverstone Well Parcel



Settlers Way Elevated Storage Tank



Soldiers Field Water Well



St. Michaels Lift Station





Stadium Lift Station



Sugar Creek Water Plant



Sweetwater Lift Station



Surface Water Treatment Plant



Thompson Chapel Groundwater Plant



University Elevated Storage Tank





Willow Bank Water Well



Woodchester Water Plant



Park River Groundwater Plant

**EXHIBIT B-5**

Addendum #1 to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services, dated August 17, 2017

*(See Attached)*



## CITY OF SUGAR LAND

**PURCHASING OFFICE  
INVITATION TO BID 2017-22  
FACILITY LANDSCAPE MAINTENANCE  
ADDENDUM #1  
THURSDAY, AUGUST 17, 2017**

### **Questions**

1. Please clarify. Performance and Payments "may be used". I would like to request more clarification than may be used. Will or will not they be used?

**Answer: Payment & Performance Bonds are required**

**Performance Bond: A performance bond in the amount of one hundred (100) percent of the largest total for the bid submitted will be required.**

**Payment Bond: A payment bond in the amount of one hundred (100) percent of the largest total for the bid submitted will be required.**

2. Is a Texas Department of Agriculture or equivalent applicators license required for the fertilization?

**Answer: Applications who apply only fertilization do not need to be licenses by either agency.**

**Source:**

**<https://www.texasagriculture.gov/RegulatoryPrograms/Pesticides/LicensingtoApplyPesticidesToLawnsTreesOr.aspx>**

### **Licensing to Apply Pesticides to Lawns, Trees and Ornamentals**

Applicators who want to apply any pesticides (regardless of use classification) to plants, trees, shrubs, grass or other horticultural plants for hire must be licensed by either the Texas Department of Agriculture 3A ag category or the Structural Pest Control Service (SPCS), formerly the Structural Pest Control Board but now part of TDA. Applicators who apply only fertilizer do not need to be licensed by either agency.

To license with TDA, applicators will certify as either commercial or noncommercial. Commercial applicators apply restricted-use and state-limited-use pesticides or regulated herbicides for hire. Applicators who will apply only general-use pesticides (those that can be purchased over the counter without a license) need a noncommercial license.

3. Irrigation inspections are included in the specification. Please identify sites that do not have irrigation systems.

**Answer: Unfortunately, a complete list of these locations is not available.**

4. Please remove the Vacant Lot at the Police & Courts Facility. This area is not included in the scope.

Vacant Lots – 9 Cycles	ADDRESS
Police & Courts Facility (Lot Next to Building)	1200 hwy 6 South

5. Is there an overall map of the water & waste water sites (water plants, sewage treatment plants, wells & lifts)?

**Answer: Yes, the maps of the utility sites have been included with Addendum #1.**

6. Is there an individual site description (definition of site boundaries & areas of maintenance)?

**Answer: Maps are available that show the boundary lines of the areas to be maintained. Please refer to bot**

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

**EXHIBIT B-6**

Addendum #2 to City of Sugar Land Invitation to Bid No. 2017-22 for Facility Landscape Maintenance Services, dated August 21, 2017

*(See Attached)*



**CITY OF SUGAR LAND**

**PURCHASING OFFICE  
INVITATION TO BID 2017-22  
FACILITY LANDSCAPE MAINTENANCE  
ADDENDUM #2  
MONDAY, AUGUST 21, 2017**

**Additions**

1. Under Section III – Turf Grass – A. Mowing  
“Mow entire lawn all the way to the back of curb”

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

