

**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:**

  
Michael Palermo

**Date:**

**Date:** 9/6/2017

**Title:**

**Title:** General Manager

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

**APPROVED AS TO FORM:**



**II. General Information and Terms.**

Contractor's Name and Address:	Westco Grounds Maintenance Co., Inc. 12350 Taylor Road Houston, Texas 77041
Description of Services:	Irrigation Repair Services
Contract Amount:	\$63,000
Effective Date:	October 1, 2017
Termination Date:	September 30, 2018, subject to renewal and termination provisions.
Renewal:	This Contract will automatically renew upon the same terms and conditions for four (4) additional one-year terms unless earlier terminated.

Contract Parts: This Contract consists of the following parts:

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

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

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

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

C. Termination Provisions.

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

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

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

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

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

D. Liability and Indemnity. A provision of the Contract is void and unenforceable if it: (1)

limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

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

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

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

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

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

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

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

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

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

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

copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

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

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

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

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

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

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

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

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

**IV. Additional Terms or Conditions.** 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. House Bill 89 Verification (1 page)
- A-3. Westco Grounds Maintenance Co., Inc.'s Response to ITB No. 2017-24 (dated August 23, 2017) (13 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for Insurance Documents (4 pages)
- B-2. Invitation to Bid, Bid No. 2014-24, Irrigation Repair Services (15 pages)
- B-3. Estimated Annual Repair Cost (1 page)

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

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

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

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

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

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

**5 Check only if there is NO Interested Party.**

☐
**6 AFFIDAVIT**

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

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(Person name)

\_\_\_\_\_  
(Company or Business name)

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
DATE

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

CITY OF SUGAR LAND

ITB NO. 2017-24

**REQUIRED FORMS**

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. Bid Pricing Form ✓
2. Bidder Certification and Addenda Acknowledgment ✓
3. Copies of Current Irrigation Licenses ✓
4. Bidder Information ✓
5. Bidder Customer/Client Reference ✓
6. Conflict of Interest Questionnaire (CIQ Form) ✓
7. Debarment Form ✓

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

**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 ACKNOWLEDGED AND INCLUDED.
- ☐ 4. CLIENT AND CIQ FORM COMPLETED
- ☐ 5. THE CORRECT NUMBER OF PROPOSAL COPIES ENCLOSED
- ☐ 6. COMPLETED DEBARMENT FORM
- ☐ 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:  
RESPONDENT'S NAME, ADDRESS, RFP NUMBER, TITLE, AND DUE DATE



## UPDATED – BID PRICING FORM

**8.0 BID TABULATIONS:** The following subsections outline specific sites, as well as total quarterly and annual services that are required to be accomplished in order to meet contract specifications (reference Exhibit A & B). For bid to be accepted, all blanks in this section must be completed. All counts provided are approximate. Prior to submittal, a site visit to inspect current conditions and counts is encouraged, and a current map may be requested. Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in calculations, the per service cost will stand as the correct amount.

**Transfer the site totals to the final bid tabulation form.**

**The City reserves the right to drop services at selected sites in order to meet the constraints of the budget.**

### 8.1 Highway 59

(18) Controllers; (262) Zones; (19) Backflow devices, (2) Battery Controllers

Service Requested	Frequencies	Total
Total Backflow Prevention Device Annual Inspection	1	\$ 1900.00
Total Quarterly Zone Irrigation System Check	4	\$ 5502.00

### 8.2 Highway 6

(9) Controllers; (100) Zones; (9) Backflow devices

Service Requested	Frequencies	Total
Total Backflow Prevention Device Annual Inspection	1	\$ 900.00
Total Quarterly Zone Irrigation System Check	4	\$ 2100.00

### 8.3 US90A

(10) Controllers; (138) Zones; (10) Backflow devices

Service Requested	Frequencies	Total
Total Backflow Prevention Device Annual Inspection	1	\$ 1000.00
Total Quarterly Zone Irrigation System Check	4	\$ 2100.00

### 8.4 All Other Areas (Dulles, W. Airport, University, Lexington, Burney, Dairy Ashford, Eldridge, & Brooks)

(13) Controllers; (176) Zones; (13) Backflow devices

Service Requested	Frequencies	Total
Total Backflow Prevention Device Annual Inspection	1	\$ 1300.00
Total Quarterly Zone Irrigation System Check	4	\$ 3696.00

**8.5 FINAL TABULATION FORM**

8.1 Highway 59	\$ 7402.00
8.2 Highway 6	\$ 3000.00
8.3 US90A	\$ 3898.00
8.4 All Other Areas	\$ 4996.00
<b>GRAND TOTAL</b>	<b>\$ 19,296.00</b>

**8.6 Additional Services (as needed)**

Backflow Prevention Device Annual Inspection	\$ 100.00
Quarterly Zone Irrigation System Check	\$ 21.00
Per Hour Licensed Irrigator Service Rate	\$ 75.00
Per Hour Non-Licensed Irrigator Tech. Service Rate	\$ 47.50
Per Hour Water Truck Service Rate	\$ 175.00
Per Hour Licensed Electrician	\$ 150.00
Repair Parts – Mark-up	% 30

**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 RFP.

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

Addendum #1 BP Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

**Bidder Must Fill in and Sign:**

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

AGENTS NAME: Brad Palermo

AGENTS TITLE: Business Development Manager

MAILING ADDRESS: 12350 Taylor Road

CITY, STATE, ZIP: Houston Texas 77041

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

E-MAIL ADDRESS: bpalermo@westcogrounds.com

AUTHORIZED SIGNATURE: 

DATE: 8/23/17

## RESPONDENT'S INFORMATION FORM

FULL LEGAL RESPONDENT/COMPANY NAME: Westco Grounds Maintenance Co., Inc.BUSINESS STREET ADDRESS: 12350 Taylor Road, Houston Texas 77041BUSINESS MAILING ADDRESS: SameBUSINESS TELEPHONE NUMBER: 713 466-1822BUSINESS FAX NUMBER: 713 466-7353COUNTY: Harris MINORITY OWNED: No #OF EMPLOYEES: 205  
\*\*\*\*\*CORPORATION: ☒ PARTNERSHIP: ☐ PROPRIETORSHIP: ☐ L.L.C.: ☐ L.L.P.: ☐YEAR EST: 1987 NO. OF YEARS IN BUSINESS: 30 FEDERAL ID NO.: 76-0237256NATURE OF BUSINESS: Full Service Landscape Maintenance

## PRINCIPALS:

NAME: Kenneth Eberle TITLE: President

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

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

\*\*\*\*\*

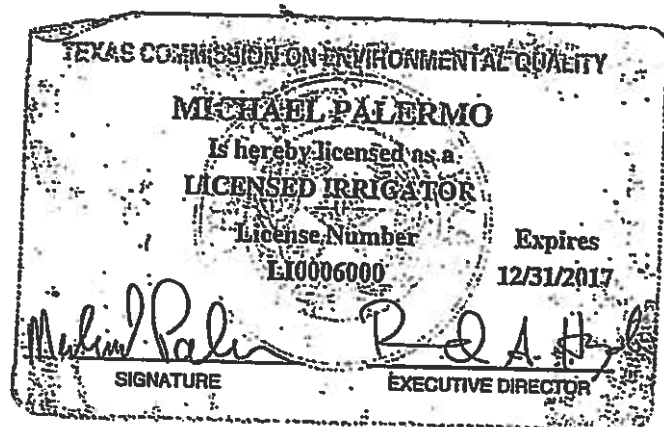
BANK REFERENCE: Frost BankNAME OF BANK OFFICER: Ed MichnaADDRESS / CITY / STATE / ZIP: 6750 West Loop South, Ste. 200. Houston Texas 77041PHONE NO.: 713 388-7685

**BIDDER CUSTOMER / CLIENT REFERENCES**

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

1. PROJECT/CONTRACT NAME: First Colony Community Association  
DESCRIPTION OF PROJECT: Landscape and Irrigation System Maintenance  
  
CONTRACT AWARD AMOUNT 1.5 Million  
CONTACT NAME: Jim Cowan  
CONTACT PHONE NUMBER: 281 634-9595  
CONTACT EMAIL ADDRESS: jimc@firstcolony.org  
DISPOSITION OR STATUS OF CONTRACT: Active Contract
  
2. PROJECT/CONTRACT NAME: Halliburton  
DESCRIPTION OF PROJECT: Halliburton Campuses - Houston Region Facilities  
Landscape Maintenance  
CONTRACT AWARD AMOUNT \$400,000  
CONTACT NAME: Josh Rodgers  
CONTACT PHONE NUMBER: 281 870-5020  
CONTACT EMAIL ADDRESS: josh.rodgers@halliburton.com  
DISPOSITION OR STATUS OF CONTRACT: Active Contract

3. PROJECT/CONTRACT NAME: Lakes of Bella Terra  
DESCRIPTION OF PROJECT: Landscape Maintenance  
  
CONTRACT AWARD AMOUNT \$444,000  
CONTACT NAME: Lisa Clark  
CONTACT PHONE NUMBER: 713 952--200  
CONTACT EMAIL ADDRESS: lclark@rykoinc.com  
DISPOSITION OR STATUS OF CONTRACT: Active Contract
4. PROJECT/CONTRACT NAME: Harper's Preserve Community Association  
DESCRIPTION OF PROJECT: Landscape maintenance for common areas, 500 town  
homes and facilities  
  
CONTRACT AWARD AMOUNT \$522,000  
CONTACT NAME: Greg Voinis  
CONTACT PHONE NUMBER: 713 783-0308  
CONTACT EMAIL ADDRESS: grevvoinis@samyeagerinc.com  
DISPOSITION OR STATUS OF CONTRACT: Active Contract
5. PROJECT/CONTRACT NAME: Harris County Precinct 3  
DESCRIPTION OF PROJECT: ROW Mowing and Maintenance  
  
CONTRACT AWARD AMOUNT \$810,000  
CONTACT NAME: Ron Campbell  
CONTACT PHONE NUMBER: 713 444-5991  
CONTACT EMAIL ADDRESS: ron.campbell@hcpid.org  
DISPOSITION OR STATUS OF CONTRACT: Active Contract



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

*Be it known that*

**RANDELL GENE BIGBEE**

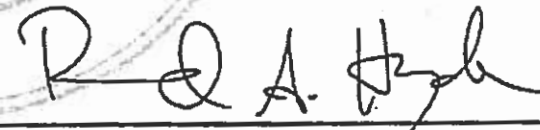
*has fulfilled the requirements in accordance with the  
laws of the State of Texas for*

**LICENSED IRRIGATOR**

*License Number:* LI0001043

*Issue Date:* 05/22/2017

*Expiration Date:* 05/31/2020



*Executive Director*

*Texas Commission on Environmental Quality*



### INSURANCE REQUIREMENTS IRRIGATION REPAIR SERVICES

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

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

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

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

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

\_\_\_ Garage Liability for BI & PD

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

\$2,000,000 General Aggregate

\_\_\_ Garage Keepers Coverage (for Auto Body & Repair Shops)

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Other Insurance Required: None

#### BIDDER STATEMENT

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

BIDDER Westco Gramos SIGNATURE [Signature]  
Maintenance Co., Inc.



## CITY OF SUGAR LAND

### CONTRACTOR INFORMATION

Name: Westco Grounds Maintenance Co., Inc.

Address: 12350 Taylor Rd.  
Houston, Texas 77041

Principal Contact: Brad Palermo

Tax ID Number: 76- 0237256

Project Number: 2017-24

Project Name: Irrigation Repair Services

### 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

Brad Palermo - Business Development Manager  
Typed Name and Title

Westco Grounds Maintenance Co., Inc.  
Prospective Contractor/Organization

8/23/17  
Date Signed

N/A

State Contractor License No. (if any)

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

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).

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.

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.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.

NONE

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

Signature of person doing business with the governmental entity

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-247545

Date Filed:  
08/09/2017

Date Acknowledged:

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

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

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

City of Sugar Land

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

2017-24  
Irrigation and Repair Services

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

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.



REBECCA A RATCLIFF  
Notary ID # 684094  
My Commission Expires  
February 7, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ken Clarke, this the 9 day of August, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

## Exhibit B-1

### 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. The Worker's Compensation policy shall include the All States Endorsement for construction contracts.
- N. Defense costs must be excluded from the face amount of the General Liability and Auto Liability policies.
- O. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- P. 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**

**Exhibit B-1**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1900

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

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

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th align="center">NAIC #</th> </tr> <tr> <td>INSURER A : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> <tr> <td>INSURER B : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> <tr> <td>INSURER C : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> <tr> <td>INSURER D : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> <tr> <td>INSURER E : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> <tr> <td>INSURER F : Insurance Carrier</td> <td></td> <td align="center">00000</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Insurance Carrier		00000	INSURER B : Insurance Carrier		00000	INSURER C : Insurance Carrier		00000	INSURER D : Insurance Carrier		00000	INSURER E : Insurance Carrier		00000	INSURER F : Insurance Carrier		00000
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D : Insurance Carrier		00000																				
INSURER E : Insurance Carrier		00000																				
INSURER F : Insurance Carrier		00000																				
<b>INSURED</b>  XYZ Company 123 Apple Street Tampa, FL 22222-0000																						

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

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

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

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

<b>CERTIFICATE HOLDER</b>  City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <div align="center" style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">S</div> <b>AUTHORIZED SIGNATURE REQUIRED HERE</b>
--	---

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## Exhibit B-1

(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.

## Exhibit B-1

### INSURANCE REQUIREMENTS-PROJECT SPECIFIC

**City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All Insurance Documents will be reviewed by Purchasing and Risk.**

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

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

☒ Workers' Compensation Statutory limits, State of TX.

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

☒ Commercial General Liability:

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

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

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





**CITY OF SUGAR LAND  
PURCHASING OFFICE**

**INVITATION TO BID  
BID NO. 2017-24 IRRIGATION REPAIR 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 **IRRIGATION REPAIR 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: **IRRIGATION REPAIR 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 until September 30, 2018. 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:** Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

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

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

**PRICE ADJUSTEMENTS:** Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, Houston CPI. The price will be increased or decreased based upon the annual percentage change in the Houston CPI. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

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

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

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

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

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

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

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

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

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

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

**BID AWARD:** The City shall award "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 Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all

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

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

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

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

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

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

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

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

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

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

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

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

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

**QUALITY CONTROL:** Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not

meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

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

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

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

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

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

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

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

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

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

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

### **1.0 GENERAL**

- 1.1 **Scope of Services:** These specifications ("Specifications") establish the scope, service level and frequency under which the Contractor will provide irrigation maintenance service ("Service") as required herein at the locations designated in the Proposal for Right of Way

Irrigation Services. In general terms such Service includes labor, supplies and equipment as needed to assure optimum maintenance of irrigation equipment.

- 1.2 **Specification Disclaimer:** The Contractor acknowledges that the Services specified in this document are not intended to express every detail of the Service to be provided by the Contractor and the Contractor hereby represents that it is experienced and competent in providing Service that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such Service.
- 1.3 **Right of Inspection and Risk Mitigation:** Contractor acknowledges that it has inspected or was able to inspect the work sites and that it understands the Service requirements and conditions under which the Service is to be performed. No allowances shall be made due to the Contractor's error, negligence or failure to have adequately inspected the sites where Service is to be performed. Contractor acknowledges, understands and agrees that the cost of the Service is intended to cover foreseeable work, risks, hazards and difficulties inherent to the Service of this nature.
- 1.4 **Maintenance of Service Records and Disclosure:** Contractor shall prepare and maintain records for Services provided to the sites in order to substantiate charges to the City's Representatives for such Services. Contractor shall retain such records for a period of thirty-six (36) months from the date of performance of the Service. Contractor may be called upon periodically by City's Representative to perform work not herein specified. Such work shall be classified as contract extras or extra Service.
- 1.5 **Damages from Contractor Operations:**
  - 1.5.1 Contractor shall assume full responsibility for any loss of or damage to private and/ or public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of loss or damage. City shall not be responsible for loss or damage to Contractor's property from any cause.
  - 1.5.2 Irrigation equipment that is damaged or destroyed due to the Contractor's operations or negligence shall be repaired or replaced by the Contractor promptly at the Contractor's expense.
  - 1.5.3 Failure to make repairs will be grounds for delay of payment. Persistent damages may be grounds for termination of the contract.
- 1.6 **Staging of Operations:** Contractor's employees shall stage their work from a location on the site out of the way of the pedestrian and auto traffic. In general, the Contractor's presence on the site shall be as inconspicuous as possible. Contractor shall follow all City ordinances and TxDOT specifications for traffic control and any possible lane closures.
  - 1.6.1 For example, when working on SH6, it is advised to start at either end of the area of Service and work towards Town Center, therefore keeping out of the Town Center area during times of heavy vehicular traffic, especially before 9am.
- 1.7 **Frequency of Services:** The following irrigation tasks are to be performed at the locations listed in Section 8.0. on an annual basis. Contractor shall provide notice of any weather



delays or cancelations with documentation of dates and times via email. Any work that is not completed for a cycle for any reason shall be documented and all invoices shall be based on actual completion of work. Any rescheduling of work must be submitted to the City representative for review and approval.

**1.8 Uniformed Employees:** Contractor's crews, including laborers and supervisors, shall wear a uniform at all times during execution of services for the City. Uniforms must be in good repair, worn properly, including wearing of shirts at all times. Logo must be visible, whether on the shirt or safety vest. Contractor's vehicles on site shall be marked with the Contractor's name and/ or logo. Violation of this Specification will be cause for a \$25 deduction per occurrence from the month's invoice.

**1.9 Communication Protocol:** Contractor hereby agrees to meet with City's Representative to review completion and quality of work, schedules, and items of concern regarding this agreement at the request of the City's Representative. The Contractor shall make available monthly logs as to dates, work hours, completion schedules, and proposals for any irrigation repairs. Communication includes documenting irrigation repairs via the online interface with any updates, repairs and providing details to address the irrigation monitoring alarms.

## **2.0 SUPERVISION**

**2.1** Contractor shall provide adequate supervisory staff to supervise and direct its employees to ensure all laws, regulations, ordinances and specifications or this agreement is in compliance.

**2.2** Contractor must have a system so the crew performing the work can communicate with the City's Representative. The system may involve telephone communication between the City's Representative and a Contractor's Representative and then communication via telephone or radio with the crew performing the work. Alternatively, supervisory personnel must be able to communicate as may be required from time to time to report emergencies, equipment malfunctions, and to communicate instructions by the City's Representatives.

**2.3** In addition to the immediate supervisory staff assigned to the direct supervision of the irrigation crew (ex. foreman), Contractor shall maintain and show evidence of an adequate management level supervisory staff who shall make periodic scheduled and unscheduled visits to the sites during normal service hours while work is being performed. The purpose of these visits is to ensure maintenance at the optimum level.

**2.4** The Contractor will be available for a monthly drive of the sites with the City's Representative, or as necessary.

## **3.0 SUBCONTRACTORS**

**3.1** The City's Representative may give permission for the use of subcontractors or contract labor.

**3.2** The City's Representative and Contractor jointly reserve the right to change the selection of a

Subcontractor at any time.

#### 4.0 SCOPE OF SERVICES

- 4.1 This is a comprehensive service contract. The contractor must perform all work necessary utilizing acceptable irrigation practices for the irrigation system maintenance of the project as required herein. Many tasks are required and include, but are not limited to the following:
- 4.1.1 Comprehensive inspections, setting, indexing, adjusting, parts replacements, and repairs of all landscape irrigation systems (all inclusive). The Irrigation Inspection Form will be provided as an inspection guideline when providing irrigation reports.
  - 4.1.2 Annual inspections of backflow prevention devices
  - 4.1.3 Fulfill work orders generated by irrigation monitoring service, or City's representative
- 4.2 Future Services: During the term of the contract, the City of Sugar Land Public Works Department may add or subtract ROW as needed by the City.
- 4.3 Inspections and Acceptance of Work: The Public Works Department reserves the right to inspect the work under contract at any time for final acceptance by the City.
- 4.4 Compliance with Codes: Contractor shall comply with all City, County, State and Federal Codes, Laws, and Ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at their own expense such permits, certificates and licenses as may be required in the performance of the work specified.
- 4.5 Storage: The City of Sugar Land does not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor upon completion of the work shall clear each area of all items daily.
- 4.6 Protection: The Contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) and TxDOT standards if in TxDOT right-of-way.
- 4.7 Daily Cleanup: The contractor shall confine to the site all materials and refuse generated by his operations. Materials and/or equipment, which are stored onsite, shall be stored in an orderly manner. Materials, which become scattered in adjacent areas, shall be collected and returned to the site or otherwise satisfactorily disposed.
- 4.8 Assignment: Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the City of Sugar Land and as a condition of such

consent, Contractor shall remain liable for completion of the Services in the event of default by the successor contractor or assignee.

## 5.0 REQUIRED EQUIPMENT AND SUPPLIES

The parts listed below have been pre-approved for new installation or repairs. The City retains the right to adjust this list as needed to meet the current needs.

### 5.1 Approved parts for **RainBird Maxicom** installation and replacement are:

- Rainbird ESP-SAT (two wire and radio) and ESP-SITE Controllers
- Rainbird CCU-28 (two wire or radio)
- Febco 765Y & Febco 825Y POCs
- Rainbird PEB remote control valves
- Carson 1120 Jumbo Valve Boxes (Remote Control Valves) & Carson 1419 Valve Boxes (Gate Valves)
- Nibco T-113 or TI-8 series Gate Valves
- 3M-DBR and 3M-DBY Control Wire Connectors
- Hunter I-20 series Rotors
- Rainbird 1800 series SAM-PRS spray heads with Hunter MP rotator nozzles
- NetafimTechline CV series drip line
- Rainbird PEB master valves
- Rainbird 6" tipping bucket
- Rainbird FS200P series flow sensors
- Paige Electric PE-39-19 wire.

### 5.2 Approved parts for **RainBird IQ** installation and replacement are:

- Rainbird ESP12LXMEF Controllers
- Rainbird ESPLXMSM12 – 12 Station Module
- Rainbird ESPLXMSM8 – 8 Station Module
- Rainbird IQ3G-USA – Cellular Cartridge
- Febco 765Y & Febco 825Y POCs
- Rainbird PEB remote control valves
- Carson 1120 Jumbo Valve Boxes (Remote Control Valves) & Carson 1419 Valve Boxes (Gate Valves)
- Nibco T-113 or TI-8 series Gate Valves
- 3M-DBR and 3M-DBY Control Wire Connectors
- Hunter I-20 series Rotors
- Rainbird 1800 series SAM-PRS spray heads with Hunter MP rotator nozzles
- NetafimTechline CV series drip line
- Rainbird PEB master valves
- Rainbird 6" tipping bucket
- Rainbird FS200P series flow sensors
- Paige Electric PE-39-19 wire.

### 5.3 Approved parts for **Battery Operated Controller** installation and replacement are:

- Hunter NODE Controllers

- Hunter NODE-100-Valve
- Febco 765Y & Febco 825Y POCs
- Carson 1120 Jumbo Valve Boxes (Remote Control Valves) & Carson 1419 Valve Boxes (Gate Valves)
- Nibco T-113 or TI-8 series Gate Valves
- 3M-DBR and 3M-DBY Control Wire Connectors
- NetafimTechline CV series drip line
- Paige Electric PE-39-19 wire

Other irrigation items not listed such as PVC pipes, fittings, and other parts should be those appropriate and required to complete the projects.

**5.4 Work Schedule:** The contractor will schedule all work so as not to interfere with City operations. The contractor must contact the City's Representative in advance of any changes to their established schedule. Services must be completed at each site between the hours of 7:00 am and 4:00 pm. However, services that impede traffic in the ROW must be scheduled between 9:00 am and 3:00 pm (ex. Services on SH6). The City's Representative must approve exceptions to this schedule including weekend and holiday work.

**5.5 Inclement Weather:** Contractor shall notify the City's Representative as soon as possible when landscape services will be suspended due to rain or inclement weather and reschedule the missed services. Scheduling shall be coordinated with the City's Representative. The contractor will bill for actual work and will deduct the value of services not rendered due to inclement weather or other reasons.

**5.6 Failure to Provide Services:** The City's Representative may deduct from the invoices the value of services not provided. Persistent billing for services not provided or failure to provide services may be cause for termination of the contract. Billing for services not provided for three consecutive months will result in immediate termination of contract. In the event services required are not fully and completely performed according to Section 6.0 & 7.0, a \$500.00 deduction per 24 hours, per service required will be assessed until a mutual plan of action with defined results, beginning and end dates are provided to the City, in writing. The Contractor will be notified per the condition assessment inspection form of incomplete service, correction required, and the date fines will begin (based on the plan of action, mobilization, weather, service, etc.). The costs associated with these measures will be deducted from any monies due.

**5.7 Equipment Maintenance:** Equipment requiring fuel (blowers, trenchers, etc.) may be repaired or re-fueled only on parking lots or sidewalks.

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

## **6.0 IRRIGATION SYSTEM MAINTENANCE**

**6.1 Irrigation Systems:** The contractor will be responsible for operating all of the ROW automatic irrigation systems and providing needed water to all turf, beds, and trees. The contractor will be responsible for inspecting, indexing, reporting, and repairing (as approved) the irrigation system. The City's Representative will approve all purchase for each occurrence. The field foreman should work closely with the irrigators. This includes, but is

not limited to inspections, repairs, and/ or replacements to backflow prevention devices, controllers, rotors, heads and risers, wiring, pipe, rain sensors, valves, rain collectors and valve boxes. The contractor will be responsible for all irrigation system damages incurred as a result of negligence. Failure to repair damages may delay payment to the contractor until the problems are corrected and replacement of any plant loss due to negligence. If there are problems with any irrigation system that prevent proper watering procedures, the City must be contacted immediately and well before plant loss.

**6.2 Inspections:** The contractor must provide licensed irrigators and irrigation technicians on site when in the performance of irrigation duties. The contractor must comply with all City, State and Federal regulations concerning irrigation.

**6.2.1** Inspect quarterly all components of the irrigation system to ensure the proper operation of the system. Inspection of the irrigation systems must be conducted to assure the proper coverage and operation, the setting of rotors and heads at the proper height, the clearing of drip lines, cleaning/clearing of bubbler and/or emitter filters the straightening of heads, the cleaning or adjusting of nozzles, to assure the integrity of heads and rotors, and the adjusting of heads to avoid spray on paved surfaces. The City will provide a monthly inspection form for the Contractor to use each month that will be due on the 15th of each month due. If the contractor neglects to provide this written report, the contractor will be held responsible for any necessary repairs and plant replacement costs.

**See EXHIBIT C COMPLETE IRRIGATION INSPECTION**

**6.2.2** The contractor must perform an annual inspection on each backflow prevention device. These inspections should take place during the months of November to February (must be completed by the end of February). The results of these inspections and certifications must be provided to the City's external contractor by the end of February. The cost for these inspections and certifications must be included in the cost of each site's inspection charge.

**External Contractor:**

**BSI**

**(800) 414-4990 Phone**

**(888) 414-4990 Fax**

**6.2.3** The City's Representative will decide whether the deficiencies noted in the contractor's report will be repaired or replaced by city staff or the contractor. If the contractor is selected to conduct the repairs, the contractor must repair or replace any component that is malfunctioning including heads, valves, wiring, controllers, pipe, etc. to insure the optimum operation of the irrigation system. Repairs made to the irrigation system that the contractor damaged will be done at the contractor's expense.

**6.2.4** All repairs must be inspected by the licensed irrigator and City's Representative before covering with soil.

**6.2.5** All repairs to the irrigation system must be conducted upon City Representative approval. The repairs must return the irrigation system to its original form and function. Time frames to complete irrigation repair upon approval will be as follows:

6.2.5.1 24 Hours: Backflow devices, driplines, valves, valve boxes, spray heads, nozzles, main lines, lateral lines, wiring

6.2.5.2 Completion date requested by City: Controllers, enhancements to existing system, and/or new additions

6.2.6 Any damage caused by the contractor must be repaired at no cost to the City. Replacement equipment shall be of the same type, model, and manufacturer to keep the coverage and flow rates the same. No substitutions will be accepted unless the replacement part is out of production. If so, then the out of production replacement parts must be approved before installation.

6.2.7 Damage caused by the City will be repaired by the City.

## **7.0 SERVICE CYCLE FREQUENCY**

### **QUARTERLY CHECKS**

1. Zone coverages: check for stressed areas – for issues found: use soil probe to check soil and have water management run stations while irrigation maintenance team is on site to check coverage and proper operation.
2. Leaks: check for wet spots and runoff – for issues found: use soil probe to check soil and have water management run stations while irrigation maintenance team is on site to check for leaks and proper operation.
3. Filters: wash and replace as needed
4. Monthly meeting with City and Water Management
5. Check stainless steel pedestals, wiring connections
6. Check and clear debris from rain cans

### **ANNUAL CHECKS**

1. Pressure: Obtain pressure readings from multiple points of connection
2. Verify calibration of flow sensors
3. Winterizing
4. Check backflow devices (collect meter reading at time of inspection)
5. Replace backup battery in controller

### **ONGOING ITEMS**

1. Respond to documented issues
2. Inventory of replacement items
3. Record keeping of inspections and repairs

4. Centralized computer workstation administration (responding to workstation tickets and resolving tickets with maintenance notes)

## Exhibit B-3

ESTIMATED ANNUAL REPAIR COST								
ITEMS	COUNT	UNIT COST	MATERIALS TOTAL INCLUDING 30% MARK UP	EST. HRS	HOURLY RATE (\$75 FOR LICENSED IRRIGATOR + \$47.50 FOR IRRIGATOR TECH)	HR TOTAL	SUBTOTAL	
Valves	25	\$ 40.00	\$ 1,300.00	1.5	\$ 183.75	\$ 6,890.63	\$	8,190.63
BF Prevention	3	\$ 500.00	\$ 1,950.00	2.0	\$ 245.00	\$ 1,470.00	\$	3,420.00
Controller	3	\$ 450.00	\$ 1,755.00	2.0	\$ 245.00	\$ 1,470.00	\$	3,225.00
R/F Sensor	3	\$ 21.00	\$ 81.90	1.0	\$ 122.50	\$ 367.50	\$	449.40
Electrician Repair (5 hrs)	5	\$ 150.00	\$ 750.00	0.0	\$ -	\$ -	\$	750.00
Flow Sensor	5	\$ 288.00	\$ 1,872.00	2.0	\$ 245.00	\$ 2,450.00	\$	4,322.00
Master Valve	5	\$ 40.00	\$ 260.00	1.0	\$ 122.50	\$ 612.50	\$	872.50
Drip Repairs	125	\$ 5.00	\$ 812.50	0.3	\$ 30.63	\$ 957.03	\$	1,769.53
Spray Head w/ nozzle	50	\$ 3.00	\$ 195.00	0.5	\$ 61.25	\$ 1,531.25	\$	1,726.25
Rotors	51	\$ 6.00	\$ 397.80	0.5	\$ 61.25	\$ 1,561.88	\$	1,959.68
Mainline Repairs	10	\$ 20.00	\$ 260.00	3.0	\$ 367.50	\$ 11,025.00	\$	11,285.00
Lateral Line Repairs	10	\$ 20.00	\$ 260.00	2.0	\$ 245.00	\$ 4,900.00	\$	5,160.00
EST. REPAIR COST							\$	43,129.98
BASE CONTRACT							\$	19,296.00
EST. ANNUAL TOTAL							\$	62,425.98