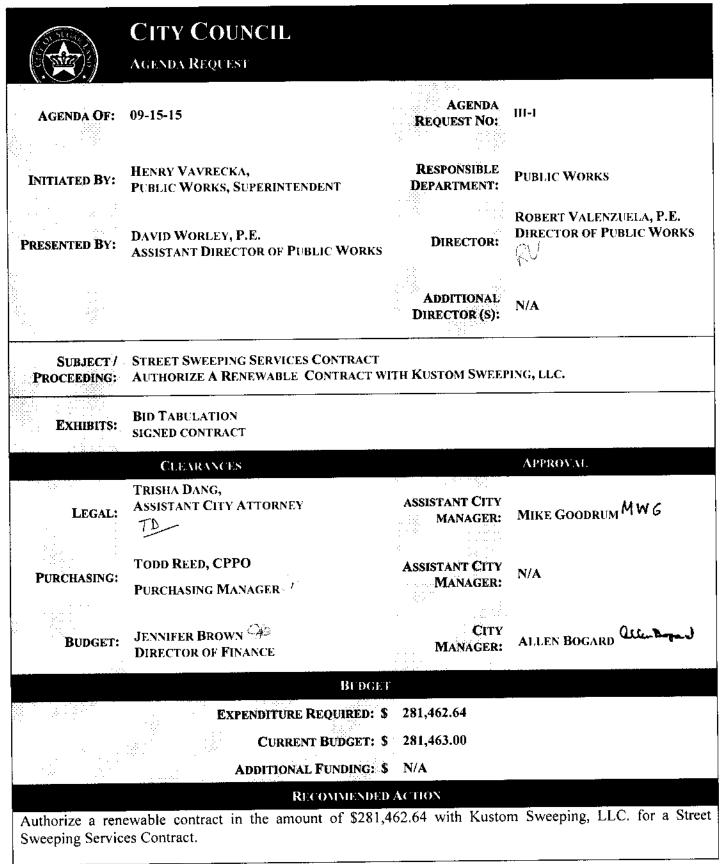
16-1013



### EXECUTIVE SUMMARY

As part of the City's Street Sweeping Program, the Public Works Department is responsible for procuring services from a qualified street sweeping company for Street Sweeping Services. On August 12, 2015 ITB 2015-31 advertised for bids. On August 27, 2015 one bid was received and evaluated. The qualified low bidder is Kustom Sweeping, LLC. The contract is a structured as a five year agreement, which includes the original term plus four additional opportunities to automatically renew each fiscal year.

The current contract provides for a minimum of once a month street sweeping of high volume roadways and major intersections provided below. In addition, the contract provides for street sweeping services along the US 59 main lanes and service roads; however, this contract does not provide for sweeping services for residential streets.

Pending approval of the FY 16 budget, funding for this contract is available through the Public Works - Operations & Maintenance budget for FY16.

The Public Works Department recommends that the City Council approve this renewable contract with Kustom Sweeping, LLC., in the amount of \$281,462.64 for the FY16 Street Sweeping Contract.

### EXHIBITS

#### City of Sugar Land Bid Opening ITB 2015-31 Street Sweeping Services August 27, 2015; 11:00 am

### <u>Witnesses</u>

Name	Agency	Signature
Jason Poscovsky	City of Sugar Land	t movie to provide the second second
Todd Reed	City of Sugar Land	

#### **Bidding Agency**

		Kustom Sweeping,	ա
		8/27/2015 @ 9:50	<b>.</b> m.
	Estimated Miles	Unit Price	Extended Price
Emergency Cleaning/ Hourty	N/A	\$300.00	\$300.00
Freeway Sweeping Main Lanes, Ramps, and Intersections (Per Month)	67.28	\$62.00	\$4,171.36 (per month)
Street Sweeping (Per Month)	272.68	\$62.00	\$16,906.16 (per month)
Storm Drain Cleaning/Hourly	N/A	\$225.00	\$225.00

STREET NAME	CURB MILES
ALSTON ROAD	1.91
EAST BOURNEWOOD	0.42
BROOKS ST. ( CREEK TO HWY 6)	0.37
CENTRAL DR.	0.62
CAMELIA ST.	0.14
CENTURY SQUARE	1.02
LAURA MORRISON	0.12
LAKE PARK DR.	0.17
MARKET PLACE	0.35
PARKLANE BLVD.	1.1
SUGAR CREEK CENTER BLVD.	1.22
PARK WEST DR.	0.15
PARK TWO DR.	0.49
ENCLAVE CT.	0.13
EMILY CT.	0.12
EXECUTIVE DR.	0.5
GILLINGHAM LN 90A TO WEST AIRPORT	2.6
ELDRIDGE ROAD HWY 90A TO WEST BELFORT	10.46
GUENTHER	0.28
	2.28
JESS PIRTLE (BURNEY TO INDUSTRIAL)	5.79
JULIE RIVERS DR.	1.56 1
KEMPNER ST.	0.52
	0.94
MATLAGE WAY (GUENTHER TO BROOKS)	0.54
REED RD. SEVENTH STREET (ELDRIDGE TO GILLINGHAM)	0.52
SUGAR CREEK PLACE	0.56
SOUTH PARKWAY	1.13
WEST PARK ONE	0.28
ULRICH (AVE. D TO GUENTHER)	0.64
IMPERIAL DR.	2.77
STADIUM DR.	3.75
SUGAR PARK LANE	0.23
HWY 90A FROM EAST OF 59 TO HWY 6	
INCLUDING INTERSECTIONS (TXDOT)	14.68
GILLINGHAM SHOP AND PW DRIVE	N/A
HWY 6 ( AUSTIN PKWY TO IMPERIAL DR.	22.17
INCLUDING INTERSECTIONS (TXDOT)	
HWY 59 FEEDER ROADS AND INTERSECTIONS( 90	
A TO GRAND PKWY.) (TXDOT)	35.39
HWY 59 MAIN LANES AND RAMPS (TXDOT)	31.89
TOWN CENTER BLVD. NORTH AND SOUTH	2.08
BURNEY ROAD	4.12
FIRST COLONY BLVD.	4

LEXINGTON BLVD. (DULLES TO UNIVERSITY)	17.8
TARBORWOOD	0.25
SWEETWATER BLVD.	8.69
WEST AIRPORT (BURNEY RD. TO DAIRY ASHFORD)	10.61
WILLIAMS TRACE BLVD.	8.9
AUSTIN PARKWAY	13.31
COMMONWEALTH BLVD.(AUSTIN PKWY TO	
UNIVERSITY)	12.28
CREEKBEND DR. & FLOUR DANIEL DR.	5.92
DULLES AVE.	12.16
EDGEWATER	2.96
ELKINS (SWEETWATER TO DEAD END)	6.25
GRANTS LAKE BLVD.	1.6
LOST CREEK BLVD.	0.74
CYPRESS LANE	0.44
ALCORN OAKS DR.	1.62
PALM ROYALE BLVD.	9.66
KNIGHTSBRIDGE	1.76
SETTLERS WAY BLVD.	8.31
UNIVERSITY BLVD.(HWY 90A TO RIVERSTONE)	21.73
CHATHAM AVE.	5.23
NEW TERRITORY BLVD. (WITHIN CITY LIMITS)	4.06
TELFAIR AVE.	3.69
WESCOTT AVE	3.26
BRANFORD PLACE	0.54
WALLINGFORD AVE.	0.3
MEADOWCROFT BLVD.	1.33
EASTON AVE.	1.03
RANSOM ROAD	0.34
WHIMBERLY CANYON	3.76
INDIGO RIVER DR.	0.38
WEST RIVER PARK	0.57
EAST RIVER PARK	2.08
SUMMITT CREEK	0.92
SOLDIERS FIELD DR. TO GRAY BIRCH	1.43
SUGAR LAKES DR. / BAYVIEW	5.13
ARTERIAL INTERSECTIONS	
AUSTIN PARKWAY @ SETTLERS WAY	INCLUDED
DULLES AVE. @ CARTWRIGHT	INCLUDED
DULLES @ LEXINGTON	INCLUDED
LEXINGTON @ SETTLERS WAY	INCLUDED
LEXINGTON @ AUSTIN PARKWAY	INCLUDED
LEXINGTON @ WILLIAMS TRACE	INCLUDED
WILLIAMS TRACE @ AUSTIN PARKWAY	INCLUDED
TOWN CENTER @ HWY 6	INCLUDED

339.96 MILES

#### CITY OF SUGAR LAND STANDARD CONTRACT FOR GENERAL SERVICES Over \$50K

## I. General Information and Terms.

Contractor's Name and Address:	Kustom Sweeping, LLC P.O. Box 580591 Houston, TX 77258	
Description of Services:	Street Sweeping Services	
Maximum Contract Amount:	\$281,462.64	
Effective Date:	On the latest date of the dates executed by both parties.	
Termination Date:	September 30, 2016	
Renewal:	This Contract shall automatically renew for four (4) additional one-year terms under the same terms and conditions as provided herein. The City may terminate the Contract as provided under section III C of this agreement.	

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

CITY OF SUGAR LAND

City Manager or Assistant City Manager

Date: 7-28-15

CONTRACTOR:

By: 1

Date: 9/3/2015

APPROVED AS TO FORM:

cypressurcekmosquitocon 9/2/15

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

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

B. <u>Billing and Payment</u>. 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.

KUSTOM SWEEPING, LLC - STREET SWEEPING SERVICES CONTRACT/Page 2 kustomsweepingcon

9.2/15

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

F. <u>Law Governing and Venue</u>. 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. <u>Entire Contract</u>. 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. <u>Independent Contractor</u>. 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. <u>Dispute Resolution Procedures</u>. 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. <u>Attorney's Fees.</u> 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. <u>Severability</u>. 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. <u>Contractual Limitations Period</u>. 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. <u>Conflicting Provisions</u>. 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. <u>Copyright</u>. 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.

KUSTOM SWEEPING, LLC - STREET SWEEPING SERVICES CONTRACT/Page 3 kustomsweepingcon

### 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. Kustom Sweeping LLC Response to City of Sugar Land Invitation to Bid No. 2015-31 (19 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. City of Sugar Land Invitation to Bid No. 2015-31 (28 pages)
- B-2. Requirements for all Insurance Documents (4 pages)

# SECTION III REQUIRED FORMS BID NO. 2015-31

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, may result the bid being rejected.

- 1. Bidder Certification and Addenda Acknowledgment Tabulation Sheet
- 2. Bidder Information
- 3. Bidder Customer/Client References
- 4. Conflict of Interest Questionnaire (CIQ Form)

SCHEDULE of KEY EVENTS				
NO.	ACTIVITY	DATE TIME		
1	ITB Advertised in local paper	August 12 & August 19, 2015		
2	ITB Posted to publicpurchase.com	August 12, 2015		
3	Questions Deadline	Thursday, August 20, 2015 @ 3:00 pm		
4	Questions Answered and Addendum posted	Friday, August 21, 2015 @ 3:00 pm		
5	Bids Due	Thursday August 27, 2015 @ 11:00 am		

# BIDCHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED: [J]. THE BID HAS BEEN SIGNED AND DATED.

1. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.

ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.

A REFERENCES AND CIQ FORM COMPLETED

. THE CORRECT NUMBER OF BID COPIES ENCLOSED

6. 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

[-] 7. 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 fine 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
<u>Bidder Must Fill in and Sign:</u>		
NAME OF FIRM/COMPANY:	kustom Su	veeping, LLC
AGENTS NAME:	Bob Burns	·
AGENTS TITLE:	President 1	CEO
MAILING ADDRESS:	10 BOX 580	591
CITY, STATE, ZIP:	Houston, 7	X 17258
PHONE & FAX NUMBERS:	281-541.82	54,281-485-4384
E-MAIL ADDRESS:	bobburns &	2 scs.us
AUTHORIZED SIGNATURE:	for b	~
DATE:	8/21/2015	

# CITY STREET SWEEPING TABULATION SHEET

Item Number	Description of Service	Estimated Miles	Unit Price Per Curb Mile	Extended Price
1	Emergency Cleaning/ Hourly	N/A	\$ 300.00	\$
2	Freeway Sweeping Main Lanes, Ramps, and Intersections	67.28	\$ 42.00	\$4,171.36
3	Street Sweeping Per Curb Mile	272.68	\$ 42.00	\$16,904.16
4	Storm Drain Cleaning/Hourly	N/A	225.00	
				\$21,077.52

Please list below or attach a list of Sweeping Equipment to be used in the execution of this contract. Attach Maintenance History to this sheet.

Please see attached equipment sheet and \_\_\_\_\_\_ maintenance history page.

Item Number	Description of Service	Cost Per Hour of Service	
1		\$	
2		\$	
3		\$	
4		<u> </u>	

The contractor agrees and understands that the City of Sugar Land reserves the right to accept or reject any or all bids.

	setution according to the second	1	<b>I</b>	t · · · · · ·		1
truck Ingine	2013 A7000 EX Tag #1776	Date Changed/Replaned	2012 Tymes 600 BAN Ri Tag \$0012	Date Changed/Beplaced	2010 303300 111 Tay \$2629	Data Changad/Replaced
VC Filter	WIX 24466	8/14/14 @ 15,100 Mi 5/13/15 @ 27,700 Mi 7/8/15 @ 30,500 Mi	wtx 24116	8/6/14 # 82,516 Mi 1/7/15 & 86,907 Mi 2/23/15 & 86,907 Mi 5/13/15 & 90,920 Mi 7/7/15 & 92,747 Mi	Filtet A/R	Filter N/R
Mr Filter 1	Donaldson P616050	(5/13/15 @ 27,708 Ht	MIX 46870	9/23/14 & 03,250 Mi 1/7/15 & 66,907 Mi 5/23/15 & 90,920 Mi	WIX 45433	9/6/14 8 31,502 Mi 1/7/15 8 38,244 Mi 5/29/15 8 44,484 Mi
<b>Lir Filter 2</b>	Filter N/R	Filter N/R	WIX 46871	9/17/14 8 83,214 M1	Filter N/R	Filter N/R
Oil Filter	WIX 57669	6/8/14 8 14,494 Hi 1/22/15 8 22,291 Hi 4/1/15 8 22,000 Hi 7/6/15 8 30,500 Hi	WIX 57312	8/8/14 @ 82,516 Hi 1/1/15 @ 66,745 Mi 4/1/15 @ 89,245 Mi 7/18/15 @ 92,500 Mi	WIX 57190	8/7/14 @ 31,502 Hi 1/2/15 @ 37,601 Hi 4/1/15 @ 42,240 Hi 7/10/15 @ 45,946 Hi 1. Filter In Stock
Fuel Filter	WIX NF 10066	4/1/15 E 25,000 Hi	¥IX 33967	4/:/15 @ 89,245 Mi	MIX 33231	9/22/14 0 32,896 Mi 4/1/13 0 42,240 Mi
Trans Filter	2953579	Needs to be Changed	Unknown	Needs to be Changed	Unknown	Needs to be Changed
Atmillery Engine	2013 A7000	Date Chaoged/Replaced	2012 Tymor 600 BAH 2012 Tymor 600 BAH	Date Changed/Replaced	2010 103300	Data Changad/Replaced
Air Tilter 1	W1X 46761	9/17/14 @ 670 hrs 1/8/15 @ 854 hrs 2/26/15 @ 943 hrs 5/13/15 @ 1077 hrs 8/1/15 @ 1216 hrs	WIX 42321	9/17/14 8 2463 hrs 1/8/15 8 2567 hrs 2/26/15 8 2689 hrs 5/13/15 8 2035 hrs 7/8/15 8 2827 Hrs 8/10/15 8 2900 hrs	WIX 46761	9/17/14 @ 1179 hrs 1/7/15 @ 1400 hrs 3/3/15 @ 1500 hrs 6/1/15 @ 1506 hrs 8/1/15 @ 1726 hrs
Air Filter 2	WIX 46766	9/17/14 8 670 hrs 1/8/15 6 954 hrs 3/6/15 6 957 hrs 9/1/15 6 1216 hrs	WIX 46523	9/17/14 @ 2463 hrs 1/7/15 @ 2580 hrs 2/26/15 @ 2639 hrs 5/11/15 @ 2735 hrs 7/8/15 @ 2857 Hrs 8/10/15 @ 2900 hrs	WIX 46765	8/6/14 @ 1110 hrs 1/7/15 @ 1400 hrs 3/6/15 @ 1510 hrs 8/1/15 @ 1726 hrs
01] Filter	WIX 517505	8/12/14 @ 612 hrs 10/1/14 @ 702 hrs 12/1/14 @ 775 hrs 2/1/15 @ 895 hrs 4/1/15 @ 1000 hrs 6/1/15 @ 1112 hrs 8/1/15 @ 1216 hrs	¥IX 517525	5/7/14 @ 2436 hrs 10/1/14 @ 2434 hrs 12/1/14 @ 2527 hrs 2/1/15 @ 2615 hrs 4/1/15 @ 2664 hrs 5/1/15 @ 2772 hrs 8/1/15 @ 2880 hrs	NIX 577505	8/7/14 8 1119 hrs 10/1/14 8 1197 hrs 12/1/14 0 1325 hrs 2/1/15 8 1432 hrs 4/1/15 8 1560 hrs 6/1/15 0 1648 hrs 8/1/15 9 1726 hrs
Rydraulic System Fluch						
Bydraulic Filter	WTX 51759	10/16/34 @ 717 hrs 5/13/15 & 1077 hrs	W1X 51551 (2 Filters)	10/6/14 € 2475 hrs 2/26/15 € 2639 hrs 5/13/15 € 2535 hrs 8/1/15 € 2880 hrs	WIX 51759	9/23/14 @ 1179 hrs 6/1/15 @ 1648 hrs
	WIX 3J978-33977 (2 Different Filters)	9/18/14 # 684 hrs	WIX 33739	10/7/14 € 2480 hrs	W1X 33978-33977 (2 Different Filters)	9/17/14 @ 1179 hrs
Gend Skirts	P/N Dakaowa	9/22/14 8 700 Hrs	P/N Unknown	7/1/15 @ 2923 Hrs	P/N Ontrown	8/14/14 @ 1150 Hrs
Bolt (Drive)	P/N Unknown	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Replaced by IDS	6/29/2014	2/ນັບກະລວພກ	
Greating	Full Greasing	Greased Wockly	Full Creasing	Greased Weekly	Full Greasing	Greased Weekly
Redictor Fluch		···	· · · · · · · · · · · · · · · · · · ·	- · · ································	Radiator Flushed/ Refilled	6/11/2015
Radiator Cleaning	Radiator Cleaned	Cleaned Weskly	Radiator Cleaned	Cleaned Weekly	Radiator Cleaned	Cleaned Mackly

· .

2013 A 7000	2012 Tymco 600	2010 UD3300
1 Left Broom Replacement (Broken) 1/5/15	4 Arrowboard LED Lights Replaced 1/7/15	Replaced RR Spotlight 12/30/14
Headlight (Left) Replaced 1/5/15	Right Broom Replacement (Used Set) 1/15/15	Replaced EGR Flex Pipe (Hayes Truck Group) 12/31/14
Right Gutter Broom Hydraulic Motor Replaced 1/8/15	Right Broom Replacement (Used Set) 1/26/15	Installed New Hopper Seal 1/2/15
Right Broom Replacement (Used Set) 1/26/15	Right Broom Replacement (New Set) 1/27/15	2 Tire Patches 1/2/15
Right Broom Replacement (New Set) 1/27/15	Arrowboard Light Wire #1 Disconnected - Repaired 2/6/15	1 Tire Patch 1/5/15
Installed Hopper Screen Pin Missing (Installed) 2/4/15	Replace Front Left & Right Turn Signal Bulbs 2/10/15	2 Arrowboard LED Lights # 6, 8 Replaced 1/7/15
2 Tire Patches 2/10/15	Roadaide Repair - Suction Head Lift Chain Broken Replaced 2/18/15	Replaced Left Tilt Cylinder, Body Up-Lift Cylinder Hoses, Valve Body Plugs, O-Rings 1/21/15
Clogged Water Tank - Flushed 2/23/15	Right Broom Adjustment 3/6/15	Tightened Left Gutter Broom Nut, Installed New Cotter Key @ 1411 hrs. 1/26/15
2 Tire Patches 3/6/15		Arrowboard Light Missing - Replaced 1/26/15
Right Broom Replacement (New Set) 3/6/15	Tightened/ Adjusted Sweeper Head Lift Springs 3/12/15	Right Broom Replacement (Used Set) 2/6/15
Left Broom Replacement (New Set) 3/9/15	Installed New Fuel Cap 3/13/15	Left/ Right Broom Replacement (Used Set) 2/11/15
Replaced Eye Bolt on Left Gutter Broom 3/9/15	Left Broom Replacement (New Set) 3/13/15	Replaced EGR Cooler (Hayes Truck Group) 2/23/15
Hydro Leak From #6 Valve Bank - Bad O-rings - Tightened Hex Nut 3/11/15	Sweeper Head Lift Chain Replacement 3/16/15	Replaced FL DRL Light 2/23/15
Rear Right Hopper Door Handle Replaced 3/24/15	Right Broom Replacement (New Set) 3/16/15	Right Broom Replacement (Used Set) 2/24/15
Right Broom Replacement (New Set) 3/24/15	Removed Old Spotlights & Installed Front L/R Lights 3/18/15	Right Broom Replacement (Used Set) 3/3/15
Clogged Water Tank - Flushed 3/25/15	Replaced Red Marker Light 3/18/15	2 Tire Patches 3/5/15
2 Tire Patches 3/30/15	Tightened Mounting Pads & Drag link Brackets L/R for Sweeper Head Tymco Handbook Ref. # B3-B7 Item 136 3/20/15	Replaced RR Spotlight (3Yr Warranty) 3/6/15
Installed New Hopper Seal 4/13/15	Pump Issue Resolved - Wash-down Switch Off 3/25/15	Truck Damaged ~ Rear Bumper Bent Outwards 3/10/15
2 Tire Patches 4/16/15	Aux Engine Console "Gauge Fuse" Replaced 3/25/15	Rear Right Spotlight Broken 3/10/15
Installed Reflective Tape 4/17/15	Left Headlight Replaced HK9007 4/6/15	Loose Left Gutter Broom Plate - Installed Washer 3/11/15
Installed Missing P/U Head Spring 4/17/15	Tail Lights Replaced 4/7/15	Right Broom Replacement (New Set) 3/16/15
Installed #2 Mud Flap Inside Hopper 4/17/15	RR Marker Terminal Disconnected - Fixed 4/13/15	Loose Left Gutter Broom Plate - Replaced Retainer Nut 3/16/15
Right Broom Replacement (New Set) 4/28/15	Left Broom Replacement (New Set) 4/13/15	Left Broom Replacement (New Set) 3/18/15
Replaced Cracked Sprinkler Head 4/30/15	Pick Up Head Adjustment 4/13/15	Pick Up Head Switch Replaced (Worn Out) & 1547 Hrs. (Ordered from Heil of Texas) 3/24/15
<pre>/alve Bank #2, 5 Rydro Hose Fittings Loose - Fightened 5/7//15</pre>	Installed Reflective Tape 4/17/15	1 Tire Patch 4/6/15
Replace Right Side Hopper Door Handle 5/13/15	Patched Water Line on P/U Head Sprinkler Hose 4/17/15	RR Inside Tire Worn Out - Swapped w/ Used Tire 4/9/15
teplaced 3 Sprinkler Head Fittings 5/14/15	Hydraulic Leak - Right Gutter Broom Hydraulic Lines - Replaced 2 4/21/15	Installed Center Deflector 4/9/15
wapped #3 Water Solenoid with #1 Solenoid 5/14/15	Right Broom Replacement (New Set) 4/30/15	3 Tire Patches 4/13/15
tight Broom Replacement ( New Set) 5/14/15	Installed Missing Sprinkler Head 4/30/15	Installed Reflective Tape 4/17/15
<pre>teplaced Left/ Right Gutter Broom Eye Bolts /14/15</pre>	Roadside Repair - P/U Head Switch Replaced 5/5/15	Right Gutter Broom Electrical Cable Worn - Repaired 4/21/15
eft/Right Broom Replacement (New Set) 5/29/15	3 Tire Patches 5/6/15	Right Broom Replacement (New Set) 4/28/15
7 Arrowboard Socket Replaced 6/16/15	Left Gutter Broom Hydraulic Line #2 Replaced S/B/15	1 Tire Patch 4/28/15
urrowboard Mount Loose - Tightened (Needs Welding)		Electrical Cable Loose, Fuel Filter & Housing Replaced,Regen Process 5/29/15
ight Broom Replacement (New Set) 6/19/15		Windshield Wipers Replaced 5/29/15
ront Sprinkler Bar Capped (Broken) 6/24/15	#6 & 7 Arrowboard Socket Replaced 6/16/15	#10 Arrowboard Light Missing - Replaced 5/29/15
Tire Patches 6/29/15	Right Broom Spotlight Out - Replaced (Warranty) 6/16/15	Left Broom Replacement (New Set) 6/1/15
eplaced RR Inside Tire w/ Used Tire 11R22.5 /29/15	Installed DOT Fire Extinguisher 6/16/15	Replaced LGB Lift Solenoid Switch 6/1/15
ight Broom Replacement ( New Set) 7/3/15	Added 134a Refrigerant 6/17/15	Installled Missing Battery Cover 6/1/15
oose Water System Cable (Inside Console) 7/3/15	2nd Set of Tail Lights Installed 6/17/15	2 Tire Patches 6/2/15
Tire Patches 7/15/15	Right Broom Replacement (New Set) 6/18/15	Magnet Bent Inwards - Repaired 6/4/15
ux Nater Pump Replaced @ 1995 Hrs. (Northern ool) 7/20/15	Cleared Clogged Sprinkler Fittings 6/18/15	Pick Up Head Not Lifting - Solution - Flush/ Clean Radiator, Due to Engine Overheating 6/11/15
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Left/Right Broom Replacement (New Set) 7/20/15	Left Broom Replacement (New Set) 6/23/15	Right Broom Replacement (New Set) 6/11/15
Arrowboard Mount Broken, Installed New Screws 7/20/15	Patched Broken Water Line 7/2/15	Found 2 Engine Mount Bolts Loose - Tightened 6/11/15
Replaced 25Amp Fuse w/ 30Amp Fuse for Aux Water Pump 7/22/15	Replaced Water Pump w/ Electric Pump on Aux Motor 7/6/15	Hydraulic System Failure - Sent off to Heil of Texas
Tightened 2 Elbows - Ref. Man. Pg.345 Item #7 - 90* JIC Elbow (Leaking) 7/30/15	Added 2nd Aux Water Pump to Frame & Sprinkler Bar 7/7/15	Replaced Molded DIN Connector Harness 6/26/15
Right Broom Replacement 8/6/15	Left/Right Broom Replacement (New Set) 7/20/15	l Tire Patch 7/7/15
5 Tire Patches 0/11/15	Right Broom Replacement (1 Broom) 7/24/15	2 Batteries Replaced (O'Rielly's) 18 Month Warranty 7/7/15
1 Tire Replacement (Used Set) 8/11/15	Replaced Side Skid Plates for P/U Head 7/27/15	2 Tire Patch 7/17/15
1 Broom Repair 0/18/15	Replaced 30Amp Fuse for Aux Primary Water Pump 7/30/15	1 Tire Replacement RRI (Blowout from Used Tire) 7/18/15
Clogged Water Tank - Repaired 8/18/15	Pick Up Head Adjustment 7/30/15	Replaced Eye Bolt - Ref. Manual PP.121 Item #25 7/23/15
2 Tire Patches 8/19/15	Swapped H2O Fittings to Main Water Line for Aux Water Pump 8/10/15	Replaced #3 Arrowboard 7/27/15
	Right Broom Replacement (New Set) 8/12/15	Replaced Suction Tube Seal (Worn) 7/27/15
	Reapired Hydraulic Uplift Cylinder Hose RGB 8/12/15	Welded Angle Bracket - Ref. Man. Pg. 101 Item #11 Bracket For Belt Housing 7/30/15
	Replaced LGB Sequence Valve P/N 505172	Tightened Hydraulic Fittings - Mid-Frame (Slow Leak)
	Replaced RGB Hydraulic Flow Control Valve 8/12/15	Welded Water Tank Strap - Ref. Man. Pg. 134 Item #5 7/30/15
	Removed 2nd Aix Water Pump (Broken) 8/12/15	1 Tire Patch 8/4/15
	Repaired Water Pump Electrical Lines 8/12/15	Replaced Exhuast Sleeve w/ Clamps, U-Bolts 8/4/15
	Roadside Repair - 1 Broom Replacement, Drained Fuel Filter 8/18/15	Right Broom Replacement (Used Set) 8/12/15
····		Swapped Right Tilt Solenoid 8/13/15

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71re Patches TTD 2015 - A7000	Tire Patches YTD 2015 - T600	Tire Patches TTD 2015 - UD3300
Gutter Brooms YTD 2015 - A7000	Guttar Brooms ITD 2015 ~ T600	Gutter Brooms TTD 2015 - DD3300

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# **BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: KUSTOM SWEEDING, LLC
BUSINESS STREET ADDRESS: 2429 WEStgate Dr. Pravland 7X 77581
BUSINESS MAILING ADDRESS: PO BOX 580591, Houston, TX 77258
BUSINESS TELEPHONE NUMBER. 291 St1 8254
BUSINESS FAX NUMBER: 28 485 4384
COUNTY: <u>BY&amp;20V1</u>
CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C L.L.P
YEAR EST 1982 NO. OF YEARS IN BUSINESS 33 FEDERAL ID NO.
NATURE OF BUSINESS: Sweeping service, general maintenance
PRINCIPALS:
NAME: BOB BURNS TITLE: President (CEO
NAME: Scott CorlTITLE: Operations Manager
NAME: MEGAN Jakob TITLE: Accounts manager
************************************
BANK REFERENCE: Frost Bank
NAME OF BANK OFFICER: Angela Pastran
ADDRESS/CITY/STATE/ZIP: 234 West Nasa Parkway Webster, 7X 17598
PHONE NO. 113 388 1350

CITY OF SUGAR LAND

# BIDDER CUSTOMER / CLIENT REFERENCES OF SIMILAR SIZE/SCOPE

1. COMPANY NAME: <u>City of league city</u>
ADDRESS: 1535 DICKSON ANC.
CITY/STATE/ZIP: Ulague Cuty, TX 17573
PHONE NO. <u>281-338-4883</u>
NAME OF CONTACT: <u>BEDrof. Chappa</u>
SIZE/SCOPE OF SERVICES: Street sweeping of City Streets and special events (Parades)
2. COMPANY NAME: HEB
ADDRESS: 1374 HWY 59 Worth #24
CITY/STATE/ZIP: Porter, 7X 77345
PHONE NO. 713 459 1914
NAME OF CONTACT: Rusty Gotulla
SIZE/SCOPE OF SERVICES: Parking lot sweeping of 20 plus

3. COMPANY NAME: City of Rosenberg
ADDRESS: 2110 4th street PO BOX 32
CITY/STATE/ZIP: Poscnberg, 7X 77471
PHONE NO. <u>832-595-3340</u>
NAME OF CONTACT: <u>Plgo Calzoncin</u>
size/scope of services: <u>Sweeping of City Streets per</u> <u>Contract</u> .
4. COMPANY NAME: WHA DEVELOPMENT
ADDRESS: 707 N. Shepherd Dr., Stc 700
CITY/STATE/ZIP: Houston, 7X 77007
PHONE NO. 832 514 119
NAME OF CONTACT: DYEW BEESON
size/scope of services: Sweeping of large warehouses

CITY OF SUGAR LAND
CONTRACTOR INFORMATION
Name: KUSTOM Sweeping, UC
Address: PO BOX 580591
Houston TX 77258
Principal Contact: BOO BULINS
Tax ID Number: 20-1323040
Project Number: 2015-3
Project Name: Street Sweeping Service S
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X       The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarrent, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.         Image: Description of 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, debarrent, 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.         Hundle Signature/Authorized Certifying Official       Hubble Marks         Hubble Marks       Hubble Marks         Hubble Marks       Hubble Marks         State Contractor/Organization       Date Signed         Hubble Marks       Hubble Marks         Hubble Marks

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ				
This guestionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY				
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).	Date Received				
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.					
Name of person who has a business relationship with local governmental entity.					
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 ap later than the 7th business day after the date the originally filed questionnaire becom					
3 Name of local government officer with whom filer has employment or business relationshi	p.				
Name of Officer					
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a). Local Government Code. Attach additional pages to this Form CIQ as necessary. 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?					
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				

Adopted 06/29/2007

### **REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

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

## INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement

B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.

C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.

D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.

F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.

G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.

J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.

K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.

L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.

N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

City of Sugar Land Purchasing Office P. O. Box 110 Sugar Land, TX 77487-0110 emailed to: purchasing@sugarlandtx.gov Faxed to: 281 275-2741

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

(Instructions for completing and submitting a certificate to the City of Sugar Land) <u>Complete the certificate of insurance with the information</u>

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-STREET SWEEPING SERVICES

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

X_ Workers' Compensation	Statutors/ limite State of	rv.				
	Statutory limits, State of TX. \$500,000 per employee per disease / \$500,000 per employee per					
	accident / \$500,000 by disease aggregate					
_X Commercial General Liabil	lity:	nocase aggregate				
	Very High/High Risk	_X Medium R	ick Low Dist.			
Each Occurrence	\$1,000,000	\$500,000	lisk Low Risk \$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			
Y Automobile Linkitter (O						
X Automobile Liability: (Ow Very High/ High Dial	med, Non-Owned, Hired a	nd Injury & Property	coverage for all)			
	KX_Medium i	Risk	Low Risk			
Combined Single Limits			Combined Single Limits			
\$1,000,000 Bodily	\$500,000 Bodi	ly .	\$300,000 Bodily			
Garage Liability for BI & PD	1					
	for Auto, \$1,000,000 eac	h				
\$2,000,000 General Aggr	Poste	n accident Non-Auto				
Garage Keepers Coverage (for	Auto Rody & Repair Sha	<b>n</b> a)				
\$500.000 any one unit/an	y loss and \$200,000 for co	ps <i>j</i>				
Umbrella each-occurrence wit	h respect to primary Com	national Constant Links	11			
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	WW3.				
Contract value between \$	1,000,000, not required	• \$4 000 000 in manual				
Contract value between \$	5.000.000 and \$10.000.000	. \$*,000,000 is requi	nine d			
Contract value between \$	10.000 000 and \$15 000 0	0. \$7,000,000 is required in the second seco				
Contract value above \$15,	000.000: <b>\$20.000.000</b> is r	00. 913,000,000 IS R Falkired	equirea			
Excess coverage over \$10	.000.000 can be provided	on "following form"	time to the underlaid.			
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, includin	g, but not limited to servi	ces for Accountant A	popular Architecture Cara le			
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 ma	intained for at least two (2	) vears after the proje	ect is completed			
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						
al, solid ground of 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 Tawarded this contract. BIDDER KUSTAM SWEEPING, UC \_\_ SIGNATURE