AGENDA STATEMENT

City of Bellaire

MEETING: City Council - May 06 2024
PREPARED BY: Buster Adams
DEPARTMENT: Parks, Recreation and Facilities

ITEM TITLE:

Ordinance authorizing the City Manager to execute a Standard Form of Agreement with Lawn Management Company, LLC, for the provision of any and all services, materials, incidentals, and equipment necessary for the Holly Street Trail Phase 2 Project in an amount not to exceed $115,595.10 - Submitted by Buster Adams, Parks Superintendent.

RECOMMENDATION:

Buster Adams, Superintendent of Parks, recommends that City Council adopt the ordinance.

BACKGROUND/SUMMARY:

The Holly Street Trail Phase 1 Project was completed in FY 2015. This item requests City Council's approval to award a contract to complete Phase 2. The project scope includes irrigating and planting in the three remaining medians while keeping the integrity of the approximate 5-foot-wide path around the perimeter of these areas. These newly irrigated and planted areas will mirror the existing medians. Once work begins, the project should only take a few weeks to complete.

FISCAL IMPACT:

The requested funding amount of $115,595.10 is included in the FY 2024 Adopted Budget, account number 610-5-6301-9999.022.

CITY ATTORNEY REVIEW:

☑ **Yes** ☐ **No**

City of Bellaire

ORDINANCE NO. 24-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD FORM OF AGREEMENT WITH LAWN MANAGEMENT COMPANY, LLC, FOR THE PROVISION OF ANY AND ALL SERVICES, MATERIALS, INCIDENTALS, AND EQUIPMENT NECESSARY FOR THE HOLLY STREET TRAIL PHASE 2 PROJECT IN AN AMOUNT NOT TO EXCEED $115,595.10.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager of the City of Bellaire, Texas, is authorized to execute a Standard Form of Agreement with Lawn Management Company, LLC, attached and marked Attachment "A," for the provision of any and all services, materials, incidentals, and equipment necessary for the Holly Street Trail Phase 2 Project in an amount not to exceed $115,595.10.

PASSED, APPROVED, and **ADOPTED** this 6th day of May, 2024.

SIGNED:

_____
Gus E. Pappas
Mayor

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

_____

Alan P. Petrov
City Attorney

ATTACHMENT "A"

City of Bellaire

STANDARD FORM OF AGREEMENT
Holly St. Trail Phase 2 Bid 24-003

This Standard Form of Agreement (Agreement) is made between the City of Bellaire, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Agreement, which consists of the following parts:

I. Summary of Agreement Terms
II. Signatures
III. Standard Agreement Provisions
IV. Special Terms and Conditions
V. Additional Agreement Documents

I. *Summary of Agreement Terms.*

Contractor: Lawn Management Company, LLC

Description of Services: The desired scope includes irrigating and planting in three(3) remaining medians of the 4700-4900 blocks of Holly St. These newly irrigated and planted areas should mirror the existing completed medians.

Price: $115,595.10

Effective Date: May 7, 2024 upon approval from City Council

Termination Date: At completion of project, estimated completion date June 15, 2024

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

CITY OF BELLAIRE:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: Adam Purnell

Title: Adam Purnell

Date: 4/18/2024

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

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III. ***Standard Agreement Provisions.***

A. Definitions.

Agreement means this Standard Form of Agreement.

Goods and Services means the goods and services for which the City solicited bids or received proposals as described in this Agreement.

B. Goods, Services and Payment. Contractor will furnish Goods and Services to the City in accordance with the terms and conditions specified in this Agreement. Contractor will bill the City for the Goods and Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Goods and Services in accordance with the terms of this Agreement, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Term, Renewal and Termination Provisions.

(1) *Term.* This Agreement commences on May 7, 2024 and extends through any warranty period.

(2) *City Termination for Convenience.* The City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.

(3) *Termination for Default.* Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(4) *Multi-Year Contracts and Funding.* If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by one party to the other party to this Agreement is not applicable or effective under this Agreement. Except where an Additional Agreement Document provided by the City provides otherwise, each party to this Agreement is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Agreement in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party of acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

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

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

H. Independent Contractor. Contractor shall perform the work under this Agreement 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 under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, 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 the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek 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 Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

IV. ***Special Terms and Conditions.***

A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the Contract may be signed, or has a value of at least $1 million, then

the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.

C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.

E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.

F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information,

not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

V. ***Additional Agreement Documents***. The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Contractor's Additional Agreement Documents specified below that conflicts with Sections III or IV of this Agreement, does not apply to this Contract.

A. Contractor's Additional Agreement Documents:

1. Bond
2. Certificate of Insurance

B. City's Additional Agreement Documents:

1. Request for Bids No. 24-003 and Contractor's Response

END OF DOCUMENT

City of Bellaire

Preliminary Bid Tabulation Sheet

Bid No. 24-003
Bid Title: Holly Street Trail Phase 2
Department: Parks, Recreation, and Facilities
Deadline for Receipt: April 3, 2024, at 10:00 a.m., CDT

Bidder/Address	Date/Time Received Method of Delivery	Total Base Bid
LMC Landscape & Tree Care P.O. Box 55504 Houston, TX 77255	04/03/2024 @ 8:17 a.m. Delivered by Hand	$115,595.10
Westco Grounds Maintenance 12350 Taylor Road Houston, TX 77041	04/03/2024 @ 9:44 a.m. Delivered by Hand	$132,138.00
Hou-Scape, Inc. 17725 Telge Road Cypress, TX 77429	04/03/2024 @ 9:54 a.m. Delivered by Hand	$196,609.00

Prepared by Tracy L. Dutton

April 3, 2024

City of Bellaire

REQUEST FOR BIDS

FOR

HOLLY STREET TRAIL PHASE 2

Bid No. 24-003

Pre-Submittal Meeting: Wednesday, March 20, 2024 @ 10:00 a.m. CST

Bid Due: Wednesday, April 3, 2024 @ 10:00 a.m. CST

CITY OF BELLAIRE, TEXAS

7008 South Rice Avenue

BELLAIRE, TX 77401

BUSTER ADAMS

Phone Number: 713-662-8285

Email Address: badams@bellairetx.gov

CITY OF BELLAIRE

REQUEST FOR BIDS
HOLLY STREET TRAIL PHASE 2

GENERAL INFORMATION

The desired project scope includes irrigating and planting in the three (3) remaining islands/medians of the 4700 – 4900 blocks of Holly Street in Bellaire, TX, while keeping the integrity of the approximate 5' trail/path around the perimeter of these areas. These newly irrigated and planted areas should mirror the existing completed islands/medians.

A pre-submittal meeting is scheduled for **Wednesday, March 20, 2024, at 10:00 a.m. CST** in Bellaire City Hall, 7008 South Rice Ave., Bellaire Texas 77401. Attendance is not mandatory; however, all vendors should attend to have a better understanding of the requirements and expectations.

The City will not reimburse the responding firms for any expenses incurred in preparing bids, clarification of a response, and/or oral presentations which may be, at its discretion, required by the City.

To be considered, the vendor must submit one (1) unbound original, three (3) bound duplicates, and one (1) electronic copy in PDF format to be provided on one (1) USB compatible flash drive, properly labeled with the BID number on all submitted items, in a sealed package, and be received by the City Clerk at 7008 South Rice Avenue by **10:00 a.m. CST on Wednesday, April 3, 2024**. Bids received after this time will not be considered and will be returned to the bidder unopened. It shall be the bidder's responsibility to ensure that their bid is received by the City Clerk within the time limit indicated. It is the bidder's responsibility to ensure that they have received all addenda related to this bid. The City reserves the right to reject any or all bids submitted and to re-solicit for services.

During the bid process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting bids may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to negotiate all elements of the bid to ensure that the best possible consideration be afforded to all. The City also reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

Submission of a bid indicates acceptance by the firm of the conditions contained in this request for bid, unless clearly and specifically noted in the bid submitted and confirmed in the contract between the City and the firm selected.

AS STATED IN THIS REQUEST; THE FIRM MUST FOLLOW ALL THE INSTRUCTIONS IN THIS REQUEST FOR BID IN ORDER TO BE CONSIDERED FURTHER.

PROJECT SCOPE AND STANDARDS

The desired project scope includes irrigating and planting in the three (3) remaining islands/medians of the 4700 – 4900 blocks of Holly Street in Bellaire, TX, while keeping the integrity of the approximate 5' trail/path around the perimeter of these areas. These newly irrigated and planted areas should mirror the existing completed islands/medians. Phase 1 of this project was completed in the Fall of 2015.

The irrigation/planting area are approximately 12' and include the following:

- Area 1 – From 4923/4924 Holly St. to Edgewood or 4900/4901 Holly St., approximately 700' with one small cut-through with benches (12-15'). This small area would not be planted.
- Area 2 – From Edgewood or 4814/4815 Holly St. to 4800/4801 Holly St., approximately 440' with one small cut-through with benches (12-15'). This small area would not be planted.
- Area 3 – From 4800/4801 Holly St. to 4701/4702 Holly St., approximately 430'

A warranty maintenance service will also be included for the first two (2) months after completion and acceptance by the City of Bellaire.

- Payment & Performance Bond
    - Equal to or more than the project's total cost/ the full amount of the contract.
- Demo & Removal of Existing Edging
- Demo & Removal of Existing Dripline
- Dripline 0.9 (12" on center)
    - Rain Bird
- Dripline Fittings
    - Rain Bird
- Jumbo Valve Boxes
- Hunter Control Zone Kit 1.5"
- Bender Board 6"
- Topsoil (6" depth)
- Asian Jasmine (Asiatic Jasmine/Trachelospermum Asiaticum) 24" on center (1 gal)
- Hardwood Natural Mulch (2" depth)
    - NO dyes/colors
- 60-day Maintenance

SUBMITTAL INFORMATION

Bid Procedural and Content Questions (Requests for Clarification)

Bidders may identify errors, omissions, or ambiguities in the bid. If so, or if there are doubts or concerns about the meaning of any part of this bid, requests for clarification should be submitted to the Parks Superintendent. **Requests for clarification shall be directed in writing by email to Holly Street Trail Phase 2, Parks Superintendent, at badams@bellairetx.gov**. Emailed requests for clarification must include "Bid No.24-003" in the email subject line. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. However, it shall be each bidder's responsibility, prior to submitting the bid, to visit the City's website at **www.bellairetx.gov/bids** to determine if addenda were issued.

Addenda will be issued to address any submitted requests for clarification along with any changes to the bid due to these clarifications.

Addenda becomes a part of this bid.

Submission

Interested parties wishing to submit a bid must submit one (1) unbound original, three (3) bound duplicates, and one (1) electronic copy in PDF format to be provided on one (1) USB compatible flash drive, properly labeled with the Bid number on all submitted items, in a sealed package with proof of insurance, current W-9, completed Conflict of Interest Questionnaire and a copy of their license to do business in the State of Texas. Additional information related to submittals is acceptable.

The Submittal must be signed by a company officer who is legally authorized to enter a contractual relationship in the name of the vendor. Submittals must be delivered to the City Clerk at Bellaire City Hall located at 7008 South Rice Avenue, Bellaire, Texas 77401 **no later than 10:00 a.m. CST on Wednesday, April 3, 2024.**

Submittals shall be addressed:

"DO NOT OPEN IN MAIL ROOM"
Bid No. 24-003 Enclosed
HOLLY STREET TRAIL PHASE 2

Submittals shall be delivered in a sealed envelope with the company's name and address written on it.

Vendors that are not interested in providing a bid for this service but would like to be considered for future projects should provide the necessary contact information on the attached form and write "NO BID" and the City will make you aware of future opportunities.

All bids will be publicly opened and the names of all contractors submitting bids and the amounts of their bid to provide services will be read aloud following the **10:00 a.m. CST submittal deadline on Wednesday, April 3, 2024,** in the City of Bellaire City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

Late Submittal and Late Modifications

Without exception, bids must be submitted before the due date and time for bids. Bids received after the time and date specified in this bid are late and shall be deemed non-responsive and will be eliminated from consideration. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified, and/or delivered to the wrong address.

Rejection Of Bids/Cancellation

The City reserves the right to reject all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of The City. The City reserves the right to cancel this BID at any time.

Minimum Bid Acceptance Period

Submittals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

Non-Collusion

By submitting a response to this bid, the vendor represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a bid, the vendor represents and warrants that no official or employee of the City has, in any manner, an interest, directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise there from.

Taxes

The City is tax exempt. No sales tax will be charged on any products or services. The City cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relation to this project. The selected vendor will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

Vendor Information

All submissions shall include a completed vendor information form, a current copy of the business license and a current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a bid.

Disclosure of Bid Contents

All documents submitted in response to this BID shall become the property of the City and subject to the Texas Public Information Act.

Bids will be handled in a manner that avoids disclosure of the contents to competing Bidders and keeps the bids secret during evaluation. All bids are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the bids are not open for public inspection. **It is specifically required, however, that each Bidder must identify any information contained in its bid which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its bid, a Bidder agrees that such material is considered public information.**

Throughout the duration of the procurement process and resulting Contract term, Bidder must secure from the City

written approval prior to the release of any information that pertains to the potential work or activities covered by the BID or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the Contract.

INSURANCE

The Bidder, at their own expense, shall procure, maintain, and keep in force throughout the life of the Contract, and for one additional year, insurance as hereinafter specified. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this Contract, whether performed by the Bidder or a subcontractor, or separate policies must be provided to the City covering the operation of each subcontractor. Subcontractors' insurance requirements are identical to the identified requirements in this document.

NOTE: Companies will be required to provide insurance documentation. The selected company will be required to provide proof of insurance prior to the City entering into an agreement and receiving a Purchase Order.

No policy shall be written on a "claim made" form. The City shall be named as an additional insured on Bidder's Commercial General Liability, Automobile Liability and excess or Umbrella Liability policies. The City may waive the additional insured requirement under the Commercial General Liability policy if the Bidder's Protective Liability policy with general aggregate limits of $2,000,000.00, with $1,000,000.00 per occurrence limit, is provided. The contractual liability coverage in the Commercial General Liability policy shall not be excluded.

The following insurance coverage's will be carried and certified:

A. Workers Compensation Insurance and Employer's Liability Insurance. Workers' Compensation Insurance shall be provided as required by state statute covering all employees, whether employed by the Bidder or any subcontractor on the job. The Employer's Liability Insurance shall have limits as follows:

Bodily injury by accident:	$500,000.00 each accident
Bodily injury by disease:	$500,000.00 policy limit
Bodily injury by disease:	$500,000.00 each employee

It shall also be endorsed to waive the carrier's right of subrogation against the City.

B. Commercial General Liability Insurance, which shall have the following limits:

General Aggregate Limit:	$2,000,000.00
Products Completed Operations Aggregate Limit:	$2,000,000.00
Personal and Advertising Injury Limit:	$1,000,000.00
Each Occurrence Limit:	$1,000,000.00
Fire Damage Limit:	$50,000.00

Medical Expense Limit:	$5,000.00

It shall be endorsed to waive the carrier's right of subrogation against the City. It shall also be endorsed to specify that the above limits apply separately to each location.

C. Automobile Liability Insurance, which shall have the following limits:

Bodily Injury Per Person	$250,000.00
Bodily Injury Per Accident	$500,000.00
Property Damage	$250,000.00

Or a policy providing combined single limits of $750,000.00. It shall be endorsed to waive the carrier's right of subrogation against the City.

D. The city, at its own discretion, may require any umbrella or excess limits liability policy.

In the event the Bidder should fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the Bidder shall not serve to release or in any way discharge or shift the liability of the Bidder to the Professional or City. The Bidder does herein agree to indemnify and hold the Professional and City harmless from all claims growing out of or arising by reason of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of, or arising by reason of the work performed by the Bidder.

Certificate of Insurance: Before work on this Contract is commenced, the Bidder and each subcontractor shall submit to the City for approval, certificates of insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company, setting forth:

1. The name and address of the insured.
2. The location of the operations to which the insurance applies.
3. The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.
4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.
5. A statement that the insurance of the type afforded by the policy applies to all the operations of whatever character, which are undertaken by the insured during the performance of this Contract, provided such operations are required in the performance of the Contract.

A provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in the policy stating when, not less than fifteen (15) days thereafter, cancellation of such policy shall be effective, with a copy of such letter of intent to the City.

GENERAL TERMS AND CONDITIONS

Purchasing and Invoicing Information

The City shall generate a purchase order for the successful vendor. The purchase order number must appear on all invoices. The city will not be responsible for any orders placed and/or delivered without a valid purchase order number. Payment will be made within thirty (30) days after receiving an invoice and upon completion of services and once work performed has been accepted as being completed by the City.

Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than thirty (30) days, however. In case of failure to deliver goods in accordance with the contract terms and conditions, the City, after due written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

All invoices shall be sent to:
City of Bellaire, Attention: Accounts Payable, 7008 South Rice Ave, Bellaire Texas 77401.

All invoices submitted to the City for payment shall include:

A. Description of goods or services performed.
B. Itemized pricing
C. Date work was completed.
D. Purchase Order (PO) number issued to the project.

Failure to include this information on invoices may delay receipt of payment.

Bonds

The successful Vendor will be required to provide a payment and performance bond equal to or more than the project's total cost/ the full amount of the contract.

Changes to Contract

Any changes by either party to alter the method, price, or schedule of the work without breaching the contract shall be through mutual agreement and incorporated by written amendment to the agreement.

Procedures and Miscellaneous Items

All respondents to this BID shall indemnify and hold harmless the City, and any of their employees from all suits and claims alleged to be a result of this BID. The issuance of this BID constitutes only an invitation to present a bid. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this BID. The City also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. If this BID is withdrawn or the project canceled for any reason, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this BID or otherwise.

Conflict of Interest Questionnaire

The bidder agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person

who enters or seeks to enter a contract with the City to file a Conflict-of-Interest Questionnaire Form (Form CIQ) with the bid.

Form 1295 "Certificate of Interested Parties"

The bidder must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that bidder has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

A. persons with a "controlling interest" in the entity, which includes:
   1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
   2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
   3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or

B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at **https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**. The form must then be printed, signed, notarized, and filed with the city. For more information, please review the Texas Ethics Commission Rules at **www.ethics.state.tx.us/rules/**.

Bidder's Ethical Behavior

By submission of its bid, the Bidder promises that bidder's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Bidder's bid submitted in response to this BID, directly or indirectly, through any contact with the City's council members or other City officials between the date this BID is released to the public and the date a Contract is awarded by the City. Such behavior will be cause for rejection of the bidder's bid at the discretion of the City.

Basic Safeguarding of Contractor Information Systems

The Bidder shall apply basic safeguarding requirements and procedures to protect the Bidder's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contactor shall include the substance of this clause in subcontracts under this contract (including subcontracts

for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Contract information residing in or transiting through its information system.

Anti-Boycotting Verifications

A. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 89, 85TH TEXAS LEGISLATURE VERIFICATION.

B. Pursuant to Section 2274.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2274.002 of the Texas Government Code; or (ii) it does not boycott energy companies, as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of the Contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 13, 87TH TEXAS LEGISLATURE VERIFICATION.

C. Pursuant to Section 2274.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2274.003 of the Texas Government Code; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 2274.002 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of the Contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 19, 87TH TEXAS LEGISLATURE VERIFICATION.

REQUEST FOR BIDS

FOR

HOLLY STREET TRAIL PHASE 2

BID No. 24-003

The following forms must be completed and included in submittal packets. There is no need to include Exhibit A, this is just an example of the agreement between the City and awarded vendor.

All submittals must be received no later than Wednesday, April 3, 2024, at 10:00 a.m. CST. Late submittals will not be accepted.

VENDOR'S PRICING FORM

BIDDER: _____

AUTHORIZED SIGNATURE: _____

NAME PRINTED: _____

DATE: _____

1. **Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.**
2. **Quote your best price for each item.**
3. **In submitting this bid, the Bidder certifies and understands that:**
   A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition regarding prices.
   B. Bidder has incorporated any changes issued through Addenda to the BID in this pricing.
   C. The City reserves the right to award the contract in whole or in part.
   D. The City reserves the right to negotiate the contract with the selected contractor on areas to be awarded the contract.

Bid Tabulation

QTY.	ITEM
_____	Payment & Performance Bond
_____	Demo & Removal of Existing Edging
_____	Demo & Removal of Existing Dripline
_____	Dripline 0.9 (12" on center)
_____	Dripline Fittings
_____	Jumbo Valve Boxes
_____	Hunter Control Zone Kit 1.5"
_____	Bender Board
_____	Topsoil (6" depth)
_____	Asian Jasmine 24" on center (1 gal)
_____	Hardwood Mulch (2" depth)
_____	60-day Maintenance

TOTAL BASE BID _____

BIDDER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Lawn Management Company, LLC
PHYSICAL ADDRESS:	2048 Johanna Dr.
	Houston, Texas 77055
PHONE #:	713-534-4279
EMAIL ADDRESS:	josephcunningham@lmchouston.com
CONTACT PERSON:	Joe Cunningham
PHONE #:	713-534-4279
REMITTANCE ADDRESS:	P.O. Box 55504
	Houston, Texas 77255
COMPANY WEBSITE:	https://lmchouston.com/
COMPANY TAX ID#:	[redacted]

REFERENCES

Three (3) references for Texas public sector clients you currently serve must be included with the submittal. City of Bellaire reserves the right to contact the references provided.

References for: _____
(Company Name)

Reference 1:

Name of Client (Agency) _____

Contact Person and Title_____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 2:

Name of Client (Agency) _____

Contact Person and Title_____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Reference 3:

Name of Client (Agency) _____

Contact Person and Title_____

Address of Client (Agency) _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §

§ AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ [**FULL NAME**] (hereinafter "Affiant"), _____ [**STATE TITLE/CAPACITY WITH CONTRACTING ENTITY**] of _____ [**CONTRACTING ENTITY'S CORPORATE/LEGAL NAME**] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [**DESCRIBE PROJECT OR MATTER**] which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the bid, submission or bid of Contracting Entity in connection with the above-described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:	NON-PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP	[ ] NON-PROFIT CORPORATION
[ ] CORPORATION	[ ] UNINCORPORATED ASSN.
[ ] PARTNERSHIP	
[ ] LIMITED PARTNERSHIP	
[ ] JOINT VENTURE	
[ ] LIMITED LIABILITY COMPANY	
[ ] OTHER (Specify type in space below):	

_____
_____
_____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF EMAIL ADDRESSES IS OPTIONAL BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number (_____) _____

Email Address [**OPTIONAL**] _____

Residence Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number [**OPTIONAL**] (_____) _____

Email Address [**OPTIONAL**] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number (_____) _____

Email Address [**OPTIONAL**] _____

Residence Address [**NO./STREET**] _____

[**CITY/STATE/ZIP CODE**] _____

Telephone Number [**OPTIONAL**] (_____) _____

Email Address [**OPTIONAL**] _____

6. Optional Information

Contracting Entity and/or _____
[**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging, or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER, OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]: _____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Adam Purnell

Affiant

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024.

(Seal)

JAMIE DENISE GARCIA
Notary ID #128417382
My Commission Expires
October 16, 2026

Notary Public in and for the State of

10/16/2026

NOTE:
This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

FORM CIQ (CONFLICT OF INTEREST QUESTIONNAIRE)

Conflict of Interest Questionnaire:

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

N/A

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or rate regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

TEXAS LEGISLATURE VERIFICATION FORMS

Instructions for the Following Verification Forms:

- **STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION**

The City of Bellaire, Texas, as a governmental entity, is required to include in its contracts a written verification from the company that the company does not boycott Israel, Fossil Fuel Industries, or Firearm and Ammunition industries. The verification language is required if the contract with the City of Bellaire, Texas has a value of $100,000 or more and the company has ten (10) or more full-time employees.

If the contract will or is anticipated to have a value of $100,000 or more and the Company has 10 or more full-time employees, the Company is required to complete and submit all three Verification Forms. Please ignore the "Alternative Certification" at the bottom of this page and complete and submit the Verification Forms if the Company is required to complete and submit all three Verification Forms.

Alternatively, if the contract does not have a value of $100,000 or more or the company has 9 or fewer full-time employees, you may complete and submit the below certification without completing the three Verification Forms.

Alternative Certification (if applicable)

I, _____, the undersigned representative of
(Person Name)

_____
(Company or Business Name)

hereby referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the that the HB 89, 85th Texas Legislature verification; SB 13, 87th Texas Legislature; and SB 19, 87th Texas Legislature verifications do not apply to this contract or the Company, under the provisions of **Section 2271.002(a), Texas Government Code; Section 2274.002(a), Texas Government Code; and Section 2274.002(a), Texas Government Code because of the following reasons:**

- ☐ **The Company has 9 or fewer full-time employee; or**
- ☐ **The contract between the Company and the City of Bellaire, Texas will have a value of less than $100,000.**

(Check all that apply)

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

_____
(Company or Business Name)

hereby 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 **Chapter 2271, Texas Government Code:**

1. **Does not boycott Israel currently; and**
2. **Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, 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 Position/Title

_____
Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

_____
(Company or Business Name)

hereby 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 **Chapter 2274, Texas Government Code:**

1. **Does not boycott energy companies currently; and**
2. **Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott Energy Companies" means, without an ordinary business purpose, 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 with a company because the company:
    a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
    b. does business with a company described by Paragraph (a) above; 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 Position/Title

_____
Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

_____
(Company or Business Name)

hereby 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 **Chapter 2274, Texas Government Code:**

1. **Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
2. **Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association"
   a. means, with respect to the entity or association, to:
      i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
   b. does not include:
      i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
      ii. Aa company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; 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 Position/Title

_____
Signature of Company Representative

Exhibit A - Standard Form of Agreement

City of Bellaire

STANDARD FORM OF AGREEMENT

Revised 1/1/2023

This Standard Form of Agreement (Agreement) is made between the City of Bellaire, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Agreement, which consists of the following parts:

I. Summary of Agreement Terms
II. Signatures
III. Standard Agreement Provisions
IV. Special Terms and Conditions
V. Additional Agreement Documents

I. ***Summary of Agreement Terms***.

Contractor: _____

Description of Services: _____

_____

_____

Price: _____

Effective Date: _____

Termination Date: _____

_____

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

CITY OF BELLAIRE:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

SAMPLE

III. ***Standard Agreement Provisions.***

A. Definitions.

Agreement means this Standard Form of Agreement.

Goods and Services means the goods and services for which the City solicited bids or received proposals as described in this Agreement.

B. Goods, Services and Payment. Contractor will furnish Goods and Services to the City in accordance with the terms and conditions specified in this Agreement. [Payment Terms to be added].

C. Term, Renewal and Termination Provisions.

(1) *Term.* [Term and Termination provisions to be incorporated from RFP]

(2) *City Termination for Convenience*. Under the paragraph, the City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.

(3) *Termination for Default*. Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(4) *Multi-Year Contracts and Funding*. If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by one party to the other party to this Agreement is not applicable or effective under this Agreement. Except where an Additional Agreement Document provided by the City provides otherwise, each party to this Agreement is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Agreement in accordance with

SAMPLE

applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

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

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

H. Independent Contractor. Contractor shall perform the work under this Agreement 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 under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, 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 the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek 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 Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

IV. ***Special Terms or Conditions.***

A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form

SAMPLE

1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.

C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.

E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.

F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts

SAMPLE

for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

V. ***Additional Agreement Documents***. The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Contractor's Additional Agreement Documents specified below that conflicts with Sections III or IV of this Standard Form of Agreement, does not apply to this contract.

A. Contractor's Additional Agreement Documents:

1. _____

B. City's Additional Agreement Documents:

1. _____

END OF DOCUMENT

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
Higginbotham Insurance Agency, Inc.
PO Box 870
Corpus Christi TX 78403-0870

CONTACT NAME: Dana Cox
PHONE (A/C, No, Ext): 361-561-4254 **FAX (A/C, No):** 361-561-4254
E-MAIL ADDRESS: certificates-cr@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Homesite Insurance Company Of Florida	11156
INSURER C : AGCS Marine Insurance Company	22837
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LAWNMAN-01
Lawn Management Company, LLC
Lawn Management Company, Inc.; Embark Services
Embark Tree and Landscape Services
PO Box 55504
Houston TX 77255-5504

COVERAGES **CERTIFICATE NUMBER:** 1923861496 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			MWZY31617923	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			MWTB31618023	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CXP-005078-01	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31617823	5/1/2023	5/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine			MXI93088857	5/1/2023	5/1/2024	Scheduled Equip L/R Equipment Installation Floater	Varies $25,000 $10,000

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

See Attached...

CERTIFICATE HOLDER

City of Bellaire
7008 South Rice Ave
Bellaire TX 77401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LAWNMAN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Lawn Management Company, LLC Lawn Management Company, Inc.; Embark Services Embark Tree and Landscape Services PO Box 55504 Houston TX 77255-5504
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy includes blanket automatic Additional Insured endorsements that provide Additional Insured status to the Certificate Holder for ongoing & completed operations only when there is a written contract between the insured and certificate holder that requires such status. [Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization CG2010 12/19] and [Additional Insured - Owners, Lessees or Contractors - Completed Operations CG2037 12/19]

General Liability policy includes a Primary & Non-contributory provision only when there is a written contract between the Insured and Certificate Holder that requires such provision. [Primary and Non-Contributory - Other Insurance Condition CG2001 12/19]

General Liability policy includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Insured and Certificate Holder that requires it. [Waiver of Transfer of Rights of Recovery Against Others to Us CG2404 12/19]

General Liability policy includes Sudden & Accidental pollution per policy form. [Commercial General Liability Coverage Form CG0001 04/13]

General Liability policy includes Lawn Care Services - Limited Pollution Coverage (Pesticides/Herbicides) CG2293 04/13.

Business Automobile policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Insured and Certificate Holder that requires such status. [Designated Insured for Covered Autos Liability Coverage CA2048 10/13]

Business Auto policy includes a Primary & Non-contributory provision only when there is a written contract between the Insured and Certificate Holder that requires such provision. [Primary and Non-Contributory - Other Insurance Condition CA0449 11/16]

Business Auto policy includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Insured and Certificate Holder that requires it. [Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation CA0444 10/13]

Workers Compensation and Employers Liability policy includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Insured and Certificate Holder that requires it. [Texas Waiver of Our Right to Recover From Others Endorsement WC420304B 06/14]

Workers Compensation and Employers Liability policy includes a blanket automatic Alternate Employer Endorsement that provides this feature only when there is a written contract between the Insured and Certificate Holder that requires it. [Alternate Employer Endorsement WC000301 01/94]

Excess Liability policy follows form the underlying General Liability, Auto Liability and Employers Liability policies. [Commercial Excess Liability Policy CXS 00 01 11/20]

Excess Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Insured and Certificate Holder that requires such status. [Contractors Endorsement CXS2050 08/21]

Excess Liability policy includes a blanket automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the Insured and Certificate Holder that requires it. [Contractors Endorsement CXS2050 08/21]

Contractors Equipment policy provides Blanket Loss Payee as their Interest May Appear. [Contractor's Equipment Coverage Form CE4210 04/16]

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THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 612422863

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Lawn Management Company, Inc.
12303 Bedford Street
Houston, TX 77031

SURETY (Name and Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address):

City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

CONSTRUCTION CONTRACT
Date:
Amount: $115,595.10 One Hundred Fifteen Thousand Five Hundred Ninety Five Dollars and 10/100
Description (Name and Location): Holly Street Trail Phase 2

BOND
Date (Not earlier than Construction Contract Date): April 5, 2024
Amount: $115,595.10 One Hundred Fifteen Thousand Five Hundred Ninety Five Dollars and 10/100
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Lawn Management Company, Inc.

Signature: Adam Purnell
Name and Title:

SURETY
Company: (Corporate Seal)
United States Fire Insurance C

Signature: Ronda W. Bush
Name and Title: Ronda W .Bush
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
McGriff Insurance Services, LLC
4309 Emperor Blvd., Ste. 300
Durham, NC 27703
919-281-4500

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party)*:

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 612422863

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Lawn Management Company, Inc.
(Here insert full name and address or legal title of Contractor)

12303 Bedford Street Houston, TX 77031

as Principal, hereinafter called Principal, and, United States Fire Insurance Company
(Here insert full name and address or legal title of Surety)

305 Madison Avenue, Morristown, NJ 07960

as Surety, hereinafter called Surety, are held and firmly bound unto City of Bellaire
(Here insert full name and address or legal title of Owner)

7008 South Rice Avenue Bellaire, TX 77401

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Fifteen Thousand Five Hundred Ninety Five Dollars and 10/100
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 115,595.10),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated , entered into a contract with Owner for
(Here insert full name, address and description of project)
Holly Street Trail Phase 2

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 5th day of April, 2024.

ATTEST:

By: Joseph Cunningham
(Witness)

Lawn Management Company, Inc.
(Principal) (Seal)

By: Adam Purnell
(Title)

WITNESS:

By: Joseph Kelly
(Witness)

United States Fire Insurance Company
(Surety) (Seal)

By: Ronda W. Bush
Ronda W. Bush (Title) Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Adam B. Pfanmiller, Camille Moye Edwards, Christopher A. Lydick, David Liggett, Heather Segrist, Holden Keen, Joseph P. Zoller, Julia C. McElligott, Kenneth J. Peeples, Margo G. Roberts, Megan S. Bartman, Michael McCreadie, Ronda Bush, Bobbi D. Pendleton, Chelsea Craney, Turner A. Estep, Phillip Knower, Katherine Pearce

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5th day of April 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com

City of Bellaire

STANDARD FORM OF AGREEMENT
Holly St. Trail Phase 2 Bid 24-003

This Standard Form of Agreement (Agreement) is made between the City of Bellaire, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Agreement, which consists of the following parts:

I. Summary of Agreement Terms
II. Signatures
III. Standard Agreement Provisions
IV. Special Terms and Conditions
V. Additional Agreement Documents

I. ***Summary of Agreement Terms***.

Contractor: Lawn Management Company, LLC

Description of Services: The desired scope includes irrigating and planting in three(3) remaining medians of the 4700-4900 blocks of Holly St. These newly irrigated and planted areas should mirror the existing completed medians.

Price: $115,595.10

Effective Date: May 7, 2024 upon approval from City Council

Termination Date: At completion of project, estimated completion date June 15, 2024

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

CITY OF BELLAIRE:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

III. *Standard Agreement Provisions.*

A. Definitions.

Agreement means this Standard Form of Agreement.

Goods and Services means the goods and services for which the City solicited bids or received proposals as described in this Agreement.

B. Goods, Services and Payment. Contractor will furnish Goods and Services to the City in accordance with the terms and conditions specified in this Agreement. Contractor will bill the City for the Goods and Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Goods and Services in accordance with the terms of this Agreement, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Term, Renewal and Termination Provisions. [Term and Termination provisions to be incorporated from RFP]

(1) *Term.* The initial term of this Agreement will expire September 30, 2023. This Agreement may be renewed by mutual agreement of the parties, for up to four annual periods, one year at a time. Any renewal must be in writing and any renewal price increase may not exceed the lesser of the consumer price index, all items category, or 5%.

(2) *City Termination for Convenience*. The City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.

(3) *Termination for Default*. Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(4) *Multi-Year Contracts and Funding*. If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by one party to the other party to this Agreement is not applicable or effective under this Agreement. Except where an Additional Agreement Document provided by the City provides otherwise, each party to this Agreement is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Agreement in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party of acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

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

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

H. Independent Contractor. Contractor shall perform the work under this Agreement 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 under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, 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 the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek 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 Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

IV. ***Special Terms and Conditions.***

A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the Contract may be signed, or has a value of at least $1 million, then

the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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. This Section IV B applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.

C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.

E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of $100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full-time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.

F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information,

not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

V. ***Additional Agreement Documents***. The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Contractor's Additional Agreement Documents specified below that conflicts with Sections III or IV of this Agreement, does not apply to this Contract.

A. Contractor's Additional Agreement Documents:

1. Proposal
2. Bond
3. Insurance

B. City's Additional Agreement Documents:

1. Notice to Vendors

END OF DOCUMENT