

Bid Schedule

Contract for Mowing Services

TOWN HALL AND NON-PARK PROPERTY: MOWING OF WEEDS AND GRASS ON GROUNDS WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUNNYVALE, per all terms, conditions and specifications herein. The contract shall be for a period of three (3) years beginning July 1, 2014 through June 30, 2017. The Town of Sunnyvale reserves the option to renew the contract for two additional one (1) year periods at the expiration of the initial term of the contract. Please note that the annual schedule is a general guide and may be revised by the Town Representative as conditions warrant.

TOWN HALL AND NON-PARK PROPERTY SCHEDULE

ADDRESS	ESTIMATED ACRES	ANNUAL SCHEDULE	BID/CYCLE MOWING	YEAR ANNUAL BID
Town Hall 127 N Collins Rd Sunnyvale, TX 75182	2.4	32 Mows		

STREET MEDIANS AND EASEMENTS

ADDRESS	ESTIMATED ACRES	ANNUAL SCHEDULE	BID/CYCLE MOWING	YEAR ANNUAL BID
Beltline Road (Tripp Rd to North Town limits)	5.18	32 Mows		
Town East Blvd (Tower Place to Belt Line Rd; to include wall at Glenwick)	.27	32 Mows		

**TOTAL FOR TOWN HALL AND
NON-PARK PROPERTY PER CYCLE**

\$ _____

TOTAL ANNUAL BID

\$ _____

**ALTERNATE BID FOR SPECIAL CALL
OUT REQUEST (PER HOUR)**

\$ _____

**TOWN OF SUNNYVALE
BID INVITATION – MOWING SERVICES**

DATE: JUNE 5, 2014

The Town of Sunnyvale is accepting bids for Contract Mowing Services. Bid packets may be picked up at Sunnyvale Town Hall located at 127 N Collins, Rd, Sunnyvale, TX 75182 or can be found on the Town website at www.townofsunnyvale.org on or after Thursday, June 5th, 2014. Completed packets must be returned by 1:00 p.m. on Friday, June 20th, 2014 in a sealed envelope.

Bidders must submit a cashier's or certified check issued by a bank satisfactory to the Town of Sunnyvale or a bid bond issued by a bonding company satisfactory to the Town of Sunnyvale, payable without recourse to the order of the Town of Sunnyvale in an amount not less than five (5) percent of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute the bond and guaranty in the forms provided within ten (10) days after Notice of Award of Contract. Bids without the required check or bid bond will not be considered.

The successful bidder must furnish a performance bond or payment bond in the amount equal to three (3) months of the cost per contract from a surety company holding a permit from the State of Texas to act as surety. Should the total contract price be less than \$15,000, no performance bond is required.

Any bids received after the time and date listed above, regardless of mode of delivery shall be returned unopened. Any technical questions can be directed to Robert Blackburn, Community Services Manager or Lisa Wilson, Director of Development Services, at (972) 203-4188.

The Town of Sunnyvale reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept the bid which, in its discretion is in the best interest of the Town of Sunnyvale.

INSTRUCTIONS TO BIDDERS

1. PRICING. Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document. Price(s) for all goods and/or services shall be firm for the duration of this contract and shall be stated on the pricing and information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, drayage, or other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified and unspecified, bidder must indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.
2. INVOICES. Invoices must be submitted by the successful bidder to the Town of Sunnyvale, Accounts Payable, 127 N Collins Rd, Sunnyvale, TX 75182.
3. TERMS. The terms and conditions of the bid will be considered when evaluating for award. The Town will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
4. TAXES. The Town of Sunnyvale is exempt from Federal Manufacturer's Excise and State Sales taxes. Tax must not be included in the bid. Tax exemption certificates will be executed by the Town and furnished upon request.
5. FUNDING. The Town of Sunnyvale is a home rule, municipal government operated and funded on October 1st through September 30th (fiscal year). Accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding becomes unavailable.
6. ASSIGNMENT. The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the Town.
7. AUDIT. The Town of Sunnyvale reserves the right to audit the records, as it pertains to this bid, and performance of the successful bidder during the term of the contract and for three (3) years after the contract is completed.
8. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS. A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - Have adequate financial resources or the ability to obtain such resources as required;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award; and
 - The Town of Sunnyvale may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
9. BIDDER SHALL PROVIDE. With this bid response, all other documentation is required. Failure to provide this information may result in rejection of bid.

10. SUCCESSFUL BIDDER SHALL. Defend, indemnify and save harmless the Town of Sunnyvale and all its officers, agents, employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of character, name and description brought forth, or on account of, any injuries or damages received or sustained by any person, or property on account of any negligent act or fault of the successful bidder; or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgments with costs which may be obtained against the Town of Sunnyvale and participating entities growing out of such injury or damages.
11. TERMINATION FOR DEFAULT. The Town of Sunnyvale reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the successful bidder fails to either: (1) meet delivery schedules or (2) otherwise conform to the specifications provided herein. Breach of contract or default authorizes the Town to award bid to another bidder, purchase elsewhere, and/or change the full increase in cost and handling to the defaulting successful bidder.
12. TESTING. The Town of Sunnyvale reserves the right to test equipment, supplies, materials and goods bid for quality, compliance and specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
13. REMEDIES. The successful bidder and Town of Sunnyvale agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
14. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.
15. QUANTITIES. Quantities shown are approximate and may vary according to the requirements of the Town of Sunnyvale throughout the contract period.
16. MATERIAL SAFETY DATA SHEETS. Under the Hazardous Communication Act, commonly known as the Texas Right to Know Act, the bidder must provide to the Town, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause for rejection of any bid applying thereto.
17. YEAR 2014 COMPLIANCE. All products and/or services furnished as part of this contract must be year 2014 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.
18. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section et seq. and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Section 15.01, et. Seq.

Date: _____ Vendor Signature: _____

TOWN OF SUNNYVALE, TEXAS
SPECIFICATIONS FOR CONTRACT MOWING

SPECIFICATION INTENT

The Town of Sunnyvale, Texas wishes to enter into a contract for the mowing maintenance of TOWN HALL, NON-PARK PROPERTY, STREET MEDIAN AND EASEMENT AREAS.

SPECIFICATION CONTACT

Any questions regarding these specifications or contracts may be directed to Robert Blackburn, Community Services Manager or Lisa Wilson, Director of Development Services at (972) 203-4188, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

CONTRACT PERIOD

The term of the contract shall be for a period of three (3) years from the date of Town Council award with the option to renew at the end of the period. Renewal shall be based on an evaluation by the Development Services Department (hereinafter referred to as the Department) of the contractor's performance during the previous period, budget requirements, etc.

Prices shall be bid for the initial period only.

After completion of the initial contract term, the contract may be renewed twice (2) for a period of not to exceed one (1) year per renewal. The contractor(s) shall submit the renewal proposal with price changes and justification to the Department not later than February 1st of each year. Increases in contract pricing shall not exceed the consumer price index of Dallas/Fort Worth standard metropolitan statistical area for the previous twelve-month period. Renewal shall be at the sole discretion of the Department.

CONTRACTOR QUALIFICATIONS

Contractors submitting bids certify to the Town that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the starting date for the initial contract period. The contractor(s) shall be required to keep sufficient equipment and labor on hand to do the complete mowing of the areas specified by contract, as often as may be specified, should the growing season demand.

Bidder must submit with each bid, a list of all equipment, giving year, model and make of machines to be used and five (5) work references. All equipment shall be subject to inspection by Town Representative.

GENERAL PROVISIONS

By the acceptance of the contract, the successful contractor(s) shall warrant that they are familiar with and understands all provision herein and shall warrant that they shall comply with them. A failure to adhere to the provisions of this contract by the contractor(s) shall be deemed a material breach.

AWARD OF BID

The Town shall enter into one (1) contract, to be awarded in its entirety to the lowest responsible bidder. The evaluation of the bids and the determination of conformity and acceptability shall be based on information furnished by the contractor with their bid as well as other information reasonably available to the Town.

The Town reserves the right to reject any and all bids, and to award a contract based on the specifications to the lowest responsible bidder. The Town of Sunnyvale reserves the right to award contracts individually or as a group.

GENERAL CONDITIONS

The contractor(s) will work under the direction of the Development Services Director or their designee (hereinafter referred to as the Town Representative) who will determine the locations of the mowing, and the amount of equipment necessary to carry on the work.

No payment, on any basis, will be made for unsatisfactory mowing and/or equipment. The determination of the Town Representative shall be final on all work.

Mowing schedules will be provided by the Town Representative monthly. Contractor(s) shall provide a weekly report to the Town Representative of areas mowed. Payment by the Town will be made each month within thirty (30) days of receipt of invoice. The Town of Sunnyvale reserves the right to delete areas from the contract without penalty.

CANCELLATION OF CONTRACT

The Town of Sunnyvale or the Contractor(s) may terminate this contract with a thirty (30) day written notice by either party.

METHOD OF OPERATION

All operations described in these specifications shall be conducted by the contractor’s personnel and the expense of all such operations shall be the contractor’s.

- A. The Contractor(s) shall provide their own equipment, labor, fuel and any other materials

necessary to complete the required work. The contractor(s) shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their own employees.

- B. The contractor(s) is required to have a competent and experience supervisor/lead worker with each work group at all times. The supervisor/lead worker referred to herein may be a working lead worker operating a mower.
- C. The contractor(s) shall perform all hand work required to effectuate an efficient mowing operation. The Department shall have the right to identify for the contractor(s) those areas where handwork should be performed.
- D. There will be no subcontractor(s) used by the contractor(s) to fulfill any items or conditions of the contract.

INSURANCE AND BOND LIMITS AND REQUIREMENTS

The successful bidder will be required to furnish a certificate of insurance to cover liability as follows:

Liability (aggregate) \$1,000,000

Automobile Liability \$500,000 – combined single limit coverage

Certificate of insurance in the amounts specified shall be delivered to the Development Services Director prior to commencement of any work per contract provisions.

Performance bond – shall be equal to the cost of three (3) months of mowing per contract.

An annual performance bond (if the contract price is greater than \$15,000) shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in the amount listed above. Such performance bonds shall guarantee the performance of the contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties.

CONTRACTORS INSURANCE

The contractor shall not commence work under this contract until they have obtained, at their expense, all insurance required under the section of General Conditions and by contract documents, and such insurance has been approved by the Town. Such insurance shall remain in full force and effect on all phases

of the work whether or not the work is occupied or utilized by the Town, for the entire period of the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from their operations under the contract.

Any insurance bearing inadequacy of performance will be maintained after completion of the project for the full guarantee period.

The contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the contract documents. The contractor shall automatically renew any policy which expires during the performance of this contract and notify the city of such a renewal prior to the expiration date.

INDEMNITY

The contractor shall defend, indemnify and hold harmless the owner; and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the contractor, or by their officers, agents, servants, employees, or anyone else under the contractor's direction and control, and arising out of any person or persons, (3) any damages to any property including loss of use thereof, caused by any act or omission of the contractor, or by their officers, agents, servants, employees or anyone else under the contractor's direction and control, and arising out of or cause by the performance of any work or services called for by the contract or from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

EVIDENCE OF INSURANCE COVERAGE

Before commencement of any work, the contractor shall submit written evidence that the contractor has obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a certificate of insurance (see attached form) executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of

the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) day notice in writing, to be delivered by registered mail to the owner.

FAILURE TO COMPLETE WORK

If the contract price is greater than \$15,000, the contractor(s) shall be required to furnish a performance bond acceptable to the Town in the amount equal to the cost of three months of mowing per contract. The successful contractor shall have ten days following notification from the Town to provide such bond.

An annual performance bond shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in an amount listed above.

Such performance bonds shall guarantee the performance of the contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties.

MOWING OF SITES

The mowing of all sites includes the mowing and trimming of all grass and weeds within each area. Standard maintenance requirements are as follows:

A. Turf

1. Mowing

- All debris will be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.
- All turf areas lying inside the properties boundaries shall be mowed at the appropriate height and frequency to maintain a manicured appearance.
- Grass clippings shall be recycled. If recycling method cannot be used due to the wetness of the lawn, clippings will be raked off the lawn and removed from site to prevent unsightliness.
- Contractor's personnel working in medians and on roadways shall be required to wear a safety orange vest or other safety garment. Care should be taken to avoid conflicts with oncoming traffic.

2. Edging

- All areas adjacent to curbs, driveways, and sidewalks, shall be edged with a blade edger; resulting in a clean, straight edge.
- All clipping resulting from the edger will be removed from concrete and bedding areas to produce a clean appearance.
- Weeds growing in cracks of curbing and concrete shall be removed by the contracting company.

3. Monofilament Trimming (Nylon Line)

- All plant growth around fences, building lines, trees, posts, and other areas where a mower cannot reach will be trimmed.
- Special caution will be taken not to damage small trees and shrubs with the nylon line of the trimmer.

4. Pruning

B. Shrubs, Trees, and Ground Cover

- All such pruning and trimming shall be performed in a manner consistent with the plant culture of each and every shrub.
- Such pruning and trimming will be performed under the supervision of an experienced specialist.
- Special care will be taken to keep plants and low limbs (especially dead wood), from overhanging curbs, sidewalks, passageways, and parking lots. Maintenance will be performed to the height of eight (8) feet.
- All ground cover shall be trimmed or edged to a manicured appearance. The ground cover and vines will be pruned to prevent climbing on structures.

5. Weed Control

- All bedding areas shall be maintained in a manner that they remain free of all weeds and other undesirable plant growth by physical removal and applications of herbicide as may be appropriate.
- Pre-emergent bed herbicides will be applied by a trained professional, and special care will be taken not to damage turf areas.
- Bed cultivation will be performed to the depth of two (2) inches. Special care will be taken not to damage water or other buried lines.

C. Clean-Up

- All concrete areas shall be thoroughly cleaned after the performance of any maintenance service such that no grass clippings or debris from any

maintenance functions appear on sidewalks, driveways, and streets. Such clean-up to be provided at the time of the performance of such maintenance services.

- All light trash will be removed from bed and turf areas at each site maintenance visit. Sweeping and vacuuming of hard surface areas in parking lots is not included.

D. Irrigation

- The moisture needs of the turf and bedding areas will be monitored regularly and irrigation clock settings will be recommended by contractor.
- Damages to sprinkler heads and other system parts due to standard maintenance will be replaced at no charge to the Town. However, failure system components due to wearing out, vandalism, and other such things, will be reported to the Town upon discovery and upon approval will be repaired.

All work mentioned in this section is to be done as directed by the Town Representative. No payment for partial mowing of selected sites will be made. Each site must be completed before moving to the next location in order for payments to be acknowledged.

SPECIAL PROVISIONS

NON-PARK PROPERTY

All provisions of the specifications shall apply, especially those labeled "Mowing of Sites" and "General Conditions", as well as the following special provisions:

The successful contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the Town's Building grounds every seven (7) days, should the growing season demand.

Mowing cycles for each site shall be determined in accordance with the attached "Mowing Schedule Chart". This chart is provided as a general scheduling guide and may be revised by the Town Representative as conditions warrant.

Contractor shall provide a weekly report to the Town of areas mowed.

Each site shall be edged with a blade-type edger against all walks and curbs as part of the mowing cycle.

Shrubs and ground covers shall be pruned and trimmed by Contractor on a monthly basis. All resultant debris shall be removed by the contractor.

Clipping shall not normally be collected and removed from the site after each frequency mow. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.

GROUND MAINTENANCE INTERVALS – 32 MOWINGS

The figure in the monthly column represents the number of frequencies a service function should be performed in that particular month. If there is no corresponding number in that column that particular function will not be performed for the contracted period.

STANDARD SERVICES

TURF AREAS

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mowing	1	1	2	4	5	4	4	3	4	2	1	1
Edging	1	1	2	4	5	4	4	3	4	2	1	1
Nylon Trimming	1	1	2	4	5	4	4	3	4	2	1	1

SHRUBS, TREES & GROUND COVER

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Pruning	0	1	0	1	1	1	1	0	1	1	0	0
Mechanical Weed Control	1	1	2	4	5	4	4	3	4	2	1	1
Bed Pre-Emergent												
Cultivation												

General Clean-Up

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Debris, Turf, & Sidewalk	1	1	2	4	5	4	4	3	4	2	1	1
Debris, Beds	1	1	2	4	5	4	4	3	4	2	1	1
Crack & Crevice	1	1	2	4	5	4	4	3	4	2	1	1

EQUIPMENT LIST

Bidder must submit with each bid, a complete list of all equipment to be used during the course of the contract. All equipment shall be subject to inspection by the Town Representative.

List of all equipment, including year, make and model of each shall be provided on your company letter head and attached to this sheet.

BID SUMMARY PAGE

TOTAL ANNUAL BID PRICE FOR CONTRACT \$ _____

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BID CERTIFICATION

The undersigned bidder hereby certifies that they have visited each site of work and has carefully examined the contract documents pertaining to the work covered by the above and further agrees to commence work within ten (10) calendar days after the date of written notice.

The undersigned, as bidder, declares that in the event of the award of the contract to the undersigned, the undersigned will comply with the Immigration Reform and Control Act of 1986 as well as the Americans with Disabilities Act of 1990.

Enclosed with this proposal is a certified check or a cashier's check in the amount of 5% of the total bid for: _____ Dollars (\$ _____) or a proposal bond in the amount of 5% of the total bid for: _____ Dollars (\$ _____).

Which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract and the required bonds and insurance certificates for the owner within ten (10) days after date said proposal is accepted. Otherwise, said check or bond shall be returned to the undersigned upon demand.

Bid acceptance period: _____ (Calendar days)

Name of Bidder: _____

Address: _____

City, State, and Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature of Person Authorized to Sign Bid: _____

Title: _____ Date: _____

Company: _____

STATE RECIPROCAL REQUIREMENT

The Town of Sunnyvale, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works project or projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the one-resident's principal place of business is located (Article 601g V.T.C.S.)

Bidders shall answer all the following questions by circling the appropriate response or completing the blank provided.

1. Is your principal place of business in the State of Texas?

Yes

No

2. If the answer to question #1 is "yes", no further information is necessary. If "no", please indicate the following:

- A. In which state is your principal state of business located?

Yes

No

- B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?

- C. If "yes", what is that dollar increment or percentage?

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

VENDOR: _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

PHONE: _____ FAX: _____

BIDDER SIGNATURE: _____

BIDDER (PRINT NAME): _____

POSITION WITH COMPANY: _____

SIGNATURE OF COMPANY OFFICIAL WHO AUTHORIZED THIS BID: _____

COMPANY OFFICIAL (PRINT NAME): _____

OFFICIAL POSITION: _____

BID NUMBER: _____

BID OPENING

**PLACE: SUNNYVALE TOWN HALL
 127 N COLLINS RD
 SUNNYVALE, TX 75182**

DATE: FRIDAY, JUNE 20TH

TIME: 1:00 P.M. LOCAL TIME

ACCOUNTS LISTING

All bidders should enclose an Accounts Listing, containing a minimum of five (5) customers where the bidder has supplied the items listed in this bid.

Please let Company name, address, person to contact, and phone number for each customer.

1. _____

2. _____

3. _____

4. _____

5. _____

Company Name: _____

Signature: _____

Printed Name: _____

INSURANCE COVERAGE REQUIRED

SECTION A.

Prior to the approval of this contract by the Town, the Vendor shall furnish a completed Insurance Certificate to the Town, which shall be completed by an agent authorized to bind the named underwriter(s) to coverage, limits, and termination provisions shown thereon, and which shall furnish a completed Insurance Certificate to the Town, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE TOWN SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE TOWN.

SECTION B.

The Town reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the Town based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C.

Subject to the Vendor's right to maintain reasonable deductions in such amounts as are approved by the Town, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the Town of Sunnyvale, in the following type(s) and amount(s):

1. Worker's Compensation
 - a. Statutory Limits.
 - b. Employer's Liability – Worker's compensation as required by Texas Law with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than \$100,000 for each accident.

2. General Liability
 - a. Combined bodily injury - \$1,000,000 per occurrence and property damage.
 - b. General \$1,000,000 aggregate – Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. Auto Liability
 - a. Bodily injury - \$500,000.
 - b. Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Town Secretary office along with a statement of endorsement from each insurance company that such policy shall not be cancelled, non-renewed, or materially changed without thirty (30) days written notice being given the Town. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the Town a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the Town from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the Town a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not be certified as self-insured employers, may not be eligible for a contract award.

NOTE: The Town of Sunnyvale shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.