CITY OF ALTON
INSTRUCTIONS TO RESPONDENTS

DEVIATION FROM SPECIFICATION

Please read your solicitation documents thoroughly and be sure that the SERVICE(S) offered comply(ies) with all requirements. Any variation from the solicitation documents must be clearly indicated by letter attached to and made a part of your solicitation documents. If no exceptions are noted, and you are the successful Bidder/Contractor, it will be required that the SERVICE(S) be provided as specified.

PURPOSE

(1) The purpose of these specifications is to award service contracts for landscaping services. Selected landscape contractors shall provide all labor and equipment needed to perform services as described herein for the following services:

"INSTALLATION OF LANDSCAPING AT THE NEW ALTON FIRE STATION"

CONFORMANCE TO SPECIFICATIONS

(2) The bid for the installation of landscaping to be furnished under this proposal shall be done in strict conformance with the specifications as noted in this bid solicitation packet. All specifications shown are minimum requirements. There is no intention to disqualify any contractor who can meet these specifications.

SUBMITTAL OF BID

(3) Bids will be submitted in sealed envelopes as referenced on this solicitation. Each bid must be completely filled out. Bids submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder/Respondent, and if accepted by the City, a contract. Bids which do not comply with these specifications may be rejected at the option of the City. Bids must be filed with the City of Alton, before opening day and hour. No late Bids will be accepted; they will be returned to Bidder unopened.

Hand Delivered Bids:	509 S. Alton Boulevard C/o Jorge Arcaute
If using Land Courier (i.e. FedEx, UPS):	City of Alton C/o Jorge Arcaute 509 S. Alton Boulevard Alton, Texas 78573
If Mailing Bids:	City of Alton C/o Jorge Arcaute 509 S. Alton Boulevard Alton, Texas 78573

INSTRUCTIONS TO RESPONDENTS Continued:

SEALED BID INSTRUCTION.
(4) Respondent must **attach a printed copy of their bid response** in accordance with the solicitation requirements. The City may consider non-responsive any response not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities, or reject any and all submittals.

PREPARATION OF BID
(5) Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID
(6) Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by Bidder/Contractor guaranteeing authenticity. No Bid may be withdrawn after opening time.

NO BID RESPONSE
(7) If unable to submit a Bid, the Bidder/Contractor should return inquiry giving reasons.

SYNONYM
(8) Where in these solicitation bid package the word(s) service or installation of landscaping, its meaning shall refer to the INSTALLATION OF LANDSCAPING AT THE NEW ALTON FIRE STATION for the City of Alton. Furthermore the words Vendor, Respondent, Bidder, & Contractor shall be considered synonymous.

DELAY IN SERVICE DELIVERY
(9) When delay can be foreseen, Bidder/Contractor shall give prior notice to City of Alton. Bidder/Contractor must keep City of Alton advised at all times of status of order. Default in promised service (without acceptable reasons) or failure to meet specifications, authorizes the City of Alton to solicit service elsewhere and charge increase in cost to defaulting contractor.

(9a) Acceptable reasons for delayed service are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; actions beyond the control of the successful bidder.

CONSIDERATION OF GEOGRAPHIC LOCATION
(10) The geographical location(s) of contractor's facilities referenced will be given due consideration in evaluation and award of a bid for the installation of landscaping.

INSTRUCTIONS TO RESPONDENTS Continued:

TIME ALLOWED FOR ACTION TAKEN
(11) The City may hold the bids received for sixty **(60)** days after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

RIGHT TO REJECT/AWARD PROPOSALS
(12) The City of Alton reserves the right to refuse and/or reject executing Installation of Landscaping Contracts for any or all Contractors responding to this request for landscaping services and to enter into Contracts for installation of landscaping with those Contractors that in the opinion of the City are deemed to be the best and most advantageous. The City of Alton reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Alton.

PREPARATION OF SUBMITTAL
(13) The City of Alton shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a proposal/bid or for any work performed prior to execution of contract.

CONTRACT TERM
(14) Contract Term for this Installation of Landscaping shall be for a period of thirty (30) days. Contract time frame shall begin from date of official award and thirty days thereafter.

CONTRACTOR/RESPONDENT EMPLOYEES
(15) Neither the Landscaping Contractor nor his/her employees engaged in the installation of landscaping for the City of Alton shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the landscaping contractor's personnel. The City shall have the right of inspection of said undertakings as stated in the specifications.

EXECUTION OF CONTRACT
(16) The contract shall be deemed as having been awarded when formal notice of award has been mailed by the City of Alton to the successful Bidder/Contractor by certified mail, return receipt requested, telephone call, email, or personally delivered by the City of Alton to the Bidder/Contractor. The Bidder/Contractor to whom the contract has been awarded will be required to provide proof of Insurance as required in paragraph labeled “Insurance” to the City of Alton within ten (10) days after his/her receipt of formal notice of award. In the event that the Bidder/Contractor fails to submit proof of insurance within the specified time, the Bidder/Contractor will be considered to have abandoned all his/her rights and interests in the contract award. In addition, the award may then be made to the next lowest, best, and most advantageous Bidder/Contractor or the City of Alton may elect to reject all Bids received and advertise again for this service.

ASSIGNMENT
(17) Neither the bidders’ contract nor payment due to an awarded contractor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of Alton.

INSTRUCTIONS TO RESPONDENTS Continued:

NON-ACCEPTANCE

(18) Bidder/Contractor(s) are advised that any part of the services, as awarded, that are not met during the contract period, regardless of how major or minor it might be, shall be grounds for non-acceptance of services.

CONTRACT TERMINATION CLAUSE

(19) The parties agree that the City of Alton reserves the right to terminate this contract in whole or in part, at any time, if in the opinion of the City of Alton, the successful contractor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, or in the event that no funds are appropriated for this specific purpose, or if the City wishes, without cause, to discontinue/cancel this contract. If the City determines at the City's sole discretion, that termination is in the City's best interests, the City shall give written notice to the vendor/bidder/contractor of its intention to terminate and the contract shall terminate after the expiration of two (2) weeks from the date of the written notice. After the expiration of the two (2) weeks and the termination of this contract the City shall be relieved of any and all obligations and/or responsibilities arising from this contract including but not limited to the payment of any damages and/or penalties. Contractor shall be paid for products and/or services rendered and accepted in accordance with the contract, for work performed up to the time of termination.

PAYMENT IF CONTRACT IS TERMINATED

(20) The City of Alton, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

INDEMNIFICATION CLAUSE

(21) The bidder hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the bidder. In addition, the bidder protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant City Manager, Jeff Underwood, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Bidder also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against bidder or the City or to enlarge in any way the bidder's liability but is intended solely to provide for indemnification of the City

from liability from damages or injuries to third persons or property arising from bidder's performance hereunder.

ADDENDA

(22) Bidder shall carefully examine the bid forms, specifications, and instructions to respondents. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify Jeff Underwood, Assistant City Manager (Alton City Hall, 956-432-0760) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Bidder(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Alton and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Respondent/Bidder from its terms and requirements. Addendums are available online at www.alton-tx.gov

INTERPRETATIONS

(23) Any questions concerning the conditions and/or specifications with regards to this bid solicitation shall be directed to the designated individuals as outlined in the Notice to Bidders. Such interpretations, which may affect the eventual outcome of this bid, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Alton in accordance with paragraph titled entitled "Addenda".

STATUTORY REQUIREMENTS

(24) It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

VERBAL THREATS

(25) Any threats made to any employee of the City, be it verbal or written, to discontinue services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the contractor/respondent.

PAYMENT

(26) The City of Alton will execute payment by mail in strict accordance with the State of Texas Pay Law in each thirty (30) day period after services have been rendered and found to meet City of Alton specifications. No other method of payment will be considered.

INSTRUCTIONS TO RESPONDENTS Continued:

RIGHT TO WAIVE
(27) The City of Alton reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Alton.

OMISSIONS
(28) At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the requirements of the bid packet. The failure or omission of any bidder to examine any form, instrument or contract document shall in no way relieve any bidder from any obligation in respect to their bid.

PAST PERFORMANCE
(29) Bidders are advised that past performance as it relates to product(s) and/or service(s) on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this Service Contract. Bidders that have not complied with their obligation(s) to the City of Alton on previous projects will not be considered for award of this bid. The City's position on this matter shall be final.

SPECIAL CIRCUMSTANCES
(30) In the event that the City of Alton has a need for immediate abatement of a designated property(ies) and the Contractor(s) on contract is/are not able to meet the special service delivery time frame(s) as needed by the City of Alton, the City of Alton reserves the right to contract with whomever can fulfill its immediate need(s).

HUB VENDOR(S) CERTIFICATION
(31) State Certified **"HUB Vendor(s)"** are asked to provide a copy of their certification, if they have not previously done so. Information to be emailed to the following email address: jeff.underwood@alton-tx.gov.

CONFIDENTIAL INFORMATION
(32) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT
(33) The City of Alton reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of Alton, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) house advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO RESPONDENTS Continued:

JURISDICTION
(34) Service Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE
(35) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

LITIGATION
(36) Be advised that any Bidder that is involved in any litigation with the City of Alton will not be considered for award of this purchase contract.

DISCLAIMER
(37) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of Alton accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files.
These files are provided “as is” and you, the user, assume the entire risk when you use them.

ANTI-LOBBYING PROVISION
(38) During the period between bid submission date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote, verbal or written, their bid with any member of the City Commission directly or indirectly through others, seek to influence any City Commission member, City staff, or City’s Contractor(s) regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Bidder violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Bidder being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this bid. Violation of this provision may result in the rejection of the bidder's bid, except in the course of City-sponsored inquiries, briefings, interviews, or presentations.

WAIVER
(39) Due to the electronic transmissions, the City of Alton does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

LIMITATION OF LIABILITY
(40) Vendors that use the services/lease available through this webpage agree that the City of Alton shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

CONFLICT OF INTEREST
(41) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person’s affiliation or business

relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Alton not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

FINANCIAL STABILITY

(42) Landscape Contractors shall furnish the City of Alton upon request with factual information as to existence and financial stability of company, along with a list of cities presently being or have been serviced in the past, number of employees and an inventory of equipment to be used to perform the work.

DISPOSAL SITE

(43) It shall be the responsibility of the successful Respondent/Contractor to remove and dispose of abated material at a properly licensed landfill, in accordance with applicable laws relating to the disposal of solid waste.

PAYMENT OF WORKED ORDERED

(44) Contractors are advised that the City of Alton will pay for only that work that has been authorized by a representative of the City of Alton only. There will be no exceptions to this requirement. (All payments for approved work shall be in accordance with Paragraph 7- Inspections and Payment of the Specifications).

EMERGENCY INFORMATION

(45) Emergency information must be provided, to the Assistant City Manager (upon request), which includes but is not limited to emergency contacts: Contractor's Contact Name(s), Title, and 24 hour phone numbers, and emergency response time.

INSURANCE REQUIREMENTS

(46) The Certificate of Insurance should be made to the City of Alton, 509 S. Alton Blvd. Alton, TX 78573 and should reference the operation. All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative **prior** to the commencement of any work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to

INSTRUCTIONS TO RESPONDENTS Continued:

said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or nonrenewals of such policies. The term "City" shall include The City of Alton and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. During the term of the Contract, the successful contractor/respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances:

A. **Comprehensive Commercial General Liability**:
The Contractor/Respondent/Selected Firm shall provide minimum limits of $1,000,000 each occurrence, $2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Alton" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

INSURANCE REQUIREMENTS Continued:
Blanket "XCU" – Explosion, Collapse & Underground Independent Contractors
Care, Custody and Control Contractual Liability No endorsements excluding these coverage's are allowed.
Additional Insured Requirement:
To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Alton shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

B. **Business Automobile Liability:** The Contractor/Respondent/Selected Firm shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Alton" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.
Additional Insured Requirement:
To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Alton shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

C. **Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas.
Employer's Liability insurance shall be provided in amounts not less than $500,000 per accident for bodily injury by accident; $500,000 policy limit by disease; and $500,000

INSTRUCTIONS TO RESPONDENTS Continued:

per employee for bodily injury by disease." In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of Alton in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

D. **Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of $25,000.

E. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

CITY OF ALTON SPECIFICATIONS FOR INSTALLATION OF LANDSCAPING

PROJECT NO. 2015-04

BID OPENING: September 18, 2015 at 3:00 p.m.
Please read your specifications thoroughly and be sure that the **installation of landscaping at the new Alton Fire Station** offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the **installation of landscaping** be furnished as specified.

1. GENERAL DESCRIPTION
These specifications shall govern the installation of landscaping for the City of Alton contingent on availability of funds. The City reserves the right to terminate this contract without cause upon a two (2) week written notice to the contractors.

2. SCOPE OF WORK
A. Installation of irrigation, landscaping and hardscape at the new Alton Fire Station.

3. EQUIPMENT
A. All equipment utilized in the performance of this contract must be furnished by the landscape contractor and shall be in good mechanical and safe condition.

B. All equipment shall be subject to inspection and approval by the City of Alton.

4. METHOD OF OPERATION
A. Prior to beginning installation of landscaping conference between the contractor and the City will be arranged by the City. At this meeting, the contractor shall outline his/her proposed landscaping procedures and schedule.

B. The contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City of Alton.

5. SAFETY: THIS SECTION SHALL COVER SAFETY, SIGNING AND TRAFFIC CONTROL MEASURES.
A. The contractor shall observe and comply with all Federal, State and Local Laws and Ordinances, safety and health regulations and all other regulations, which in any manner affect the conduct of the work being performed.

B. In order to insure safety to the public, the contractor shall coordinate all work with the City of Alton and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

CITY OF ALTON SPECIFICATIONS FOR INSTALLATION OF LANDSCAPING Continued:

C. Flag persons may be required when crossing roadways or streets. They shall be the responsibility of the landscape contractor. All safety precautions shall be taken when crossing roadways and streets with the flag persons flagging the contractor's vehicle and equipment and in no way interfering with public traffic. The contractor shall arrange to keep his/her crossings to a minimum.

D. Signs, sign stands, and safety flags as may be required to protect the public will be furnished by the contractor. The contractor shall be responsible for maintenance, repairs and/or replacement of all signs and safety devices as necessary or as required by the City of Alton.

6. INSURANCE AND DAMAGES

A. Successful Respondent(s) at their own expense shall purchase and maintain insurance from a company or companies duly licensed by the State of Texas as specified in the Instructions to Respondents, paragraph titled “Insurance Requirements”.

7. INSPECTIONS AND PAYMENT

A. Upon completion of the entire installation of landscaping, the landscape contractor shall notify the City that all work is complete and ready for final inspection. The City shall inspect all work within five (5) calendar days and notify the contractor in writing of acceptance or rejection of the work. Any work rejected must be completed within ten (10) calendar days and prior to submittal of payment request to the City.

B. All work performed will be paid for at the prices stated in the bid. Payment shall be made, in accordance with the State of Texas Pay Law, when the installation is satisfactorily completed. Partial payment shall be allowed only when unforeseen, unavoidable circumstances, in the opinion of the City, render a complete removal of the structure impractical. This partial payment will be based on the percent of the installation actually completed as determined by the City of Alton.

8. ABANDONMENT OF WORK OR DEFAULT ON CONTRACT

A. If the landscape contractor fails to begin the work within the time specified; fails to perform the work with sufficient workmen and equipment; has insufficient materials to insure the completion of the work within the contract time; shall perform the work unsuitable; shall neglect or refuse to remove materials or perform a new such work as may have been rejected as being defective or unsuitable, shall discontinue the prosecution of the work without authority; shall become insolvent or be declared bankrupt; shall commit any act or bankruptcy or insolvency; shall make an unauthorized assignment for the benefit of any creditor; or from any other cause whatsoever shall not carry on the work in an acceptable manner, the City may give notice in writing to the contractor of such delay, neglect, or default, specifying the same. If the contractor, within a period of seven (7) calendar days after such notice shall not proceed in accordance therewith, then the City shall, upon written notice of the fact of such delay, neglect, or default and the contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the contractor and to appropriate or use any or all materials and equipment on the ground as may be

suitable and acceptable, and enter into an agreement for the completion of the contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under contract, shall be deducted from the money due, or which may become due, the contractor. In the amount which would have been payable under the contract if it had been completed by the contractor, the contractor will be entitled to receive the difference. In case such cost shall exceed the amount which would have been payable under the contract, then the landscape contractor shall be liable and shall pay to the City the amount of such excess.

9. OTHER GENERAL INSTRUCTIONS

A. The City will notify the landscape contractor, in writing, when to begin operation. The contractor must begin operations within three (3) working days thereafter. Failure of the contractor to commence work within the time specified or failure to perform as herein specified shall be cause for immediate suspension of the work and possible cancellation of the contract or declaration of default.

B. The City shall have the right to audit the books and records of the landscape contractor relating to this work during the hours of normal workdays.

C. The landscape contractor shall perform with his/her own organization and with the assistance of the work persons under his/her superintendent, no less than seventy-five (75) percent (%) of the work specified in the contract. The contractor will not be permitted to assign, sell, transfer or otherwise dispose of the contract or interest therein without the written approval of the City. The contractor will not be permitted to sub-let any portion of the contract without prior written approval of the City. No sub-contract will, in any case, relieve the contractor of his/her responsibility under the contract and bond. Written approval to sub-let, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for fulfillment of the contract.

D. The City reserves the right to add, delete or modify the scope of services.

I _____ HAVE RECEIVED, READ AND UNDERSTAND THE CITY OF ALTON'S AFOREMENTIONED "STANDARD SPECIFICATION FOR INSTALLATION OF LANDSCAPING", AND SHALL ABIDE BY SAME. IT SHALL BE MY SOLE RESPONSIBILITY TO CARRY ADEQUATE LIABILITY INSURANCE AND ANY OTHER TYPE AND/OR KIND OF INSURANCE REQUIRED BY STATE OF TEXAS LAW GOVERNING THIS TYPE OF WORK, TO INCLUDE COVERAGE AS OUTLINED ON PARAGRAPH LABELED INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO RESPONDENTS.

Respectfully submitted this _____ day of _____, 2015.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NUMBER: _____

E-MAIL: _____

ATTACHMENT "A"

THIS REQUEST FOR INFORMATION IS TO BE SUBMITTED WITH THE CONTRACTOR'S SUBMITTAL.

I. APPLICANT NAME: _____ FULL FIRM NAME:_____
HOME ADDRESS:_____ BUS. ADDRESS:_____
HOME PHONE:_____ BUS. PHONE:_____
FAX PHONE: _____E-MAIL ADDRESS:_____

II. BUSINESS INFORMATION

A. NUMBER OF FULL-TIME EMPLOYEES? _____
B. HOW LONG IN PRESENT LANDSCAPE BUSINESS? _____
C. DO YOU HAVE A STATE OF TEXAS LICENSED IRRIGATOR ON STAFF? _____
D. HAVE YOU PREVIOUSLY BEEN A CONTRACTOR FOR THE CITY OF ALTON? IF "YES", WHEN?_____

III. LIST - INVENTORY OF EQUIPMENT TO BE USED IN PERFORMING THE WORK FOR THIS CONTRACT.

_____

_____

_____

IV. LIST INSURANCE COVERAGE AND INSURANCE AGENT'S INFORMATION.

_____

_____

_____

V. LIST REFERENCES:

_____

_____

_____

_____ _____
FIRM NAME AUTHORIZED SIGNATURE

_____
DATE

AGREEMENT

THIS AGREEMENT, made and entered into this _____, 20___ , by and between the City of Alton, Texas, a Municipal Government of Hidalgo County, Texas, (hereinafter called the "City of Alton") and (hereinafter called the "Respondent/Contractor").

W I T N E S S E T H:

WHEREAS, the Respondent/Contractor did on the day of _____, 20_____, submit a Proposal to install landscaping at the new Alton Fire Station within the City of Alton and to perform such work as may be incidental thereto.

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. The Respondent/Contractor shall furnish all personnel, labor, equipment, vehicles, and all other items necessary to provide for the installation of landscaping as specified and to perform all of the work called for and described in the Contract Documents within the designated area of the City of Alton.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:

a. Notice to Landscape Contractors

b. The Instructions to Respondents/Contractors

c. Specifications

d. Attachment “A”

e. The Agreement.

f. Any addenda or changes to the foregoing documents agreed to by the parties hereto subsequent to the execution of the Contract.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Respondent/Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. **Term.** This Agreement shall be for a term of thirty (30) days commencing on the date of award (____ day of _____, 20__) and ending thirty (30) days (____ of _____, 20__) thereafter. The City of Alton may terminate this Agreement upon a 2-Week notice in written form, without cause.

5. **Indemnification for City.** The service provider(s) shall indemnify and save the City of Alton harmless from and against any and all claims, damages, loss or liability for or on account of any

AGREEMENT Continued

injury, including death resulting there from, or damages resulting or sustained to any person or persons or property by any willful act or negligence on the part of service provider or its agents, employees, or subcontractors.

6. This Contract is entered into subject to the following conditions:

a. The Respondent/Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract documents.

b. The Respondent/Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar contingency beyond the reasonable control of the Respondent/Contractor.

c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, such unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforce ability of any other provision or portion of the Contract Document.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, _____, as of this day of _____, 20____ .

CITY OF ALTON

_____
Jorge Arcaute, City Manager

CONTRACTOR:

_____
Signature

_____
Print Name

_____
Title

_____
Company Name