

**REQUEST FOR PROPOSALS
CITY OF CONROE RFP#0709-2026
ANNUAL TURF MANAGEMENT SERVICES**



**CITY OF CONROE
P.O BOX 3066
CONROE. TX 77305**

RESPONSES DUE – THURSDAY, JULY 9TH @ 1:00 PM

NOTICE FOR PROPOSALS

The City of Conroe will be accepting Proposals from prospective vendors to perform Annual Turf Management Services to the City of Conroe. The City utilizes the [OpenGov](https://procurement.opengov.com/signup) <https://procurement.opengov.com/signup> for electronic submission “**RFP Annual Turf Management Services**”. A **Pre-Bid Meeting** will be held in Person at **Carl Barton Park located at 2500 S Loop 336 E, Conroe TX 77301** on **Thursday, June 25, 2026 at 10:00 am**. Responses are due no later than **Thursday, July 9, 2026 at 1:00 p.m.** and will be publicly opened at the Purchasing Department – Conroe Municipal Center, 700 Metcalf St., Conroe Texas 77301.

RFP documents may be reviewed and downloaded online from [OpenGov](https://procurement.opengov.com/signup). Copies of all questions and answers, and any addenda to supplement the RFP, will be published on the website above no later than three days prior to the opening due date.

No statement may in any way qualify, modify, substitute or change any part of the instructions to respondents. The City of Conroe reserves the right to reject any and all Bids and to award this request for proposals to the proposer that offers the best value to the City, taking certain evaluation factors into consideration as set forth in this request for proposals.

CITY OF CONROE

CC: 6/22
6/29

**ANNUAL TURF MANAGEMENT SERVICES
CONROE PARKS & RECREATION DEPARTMENT
CARL BARTON JR. PARK**

SCOPE OF WORK

1.0 OBJECTIVE

- ❖ The objective of this bid is to obtain turf management services that are consistent with industry standards for the City of Conroe Parks and Recreation Department for Carl Barton, Jr. Park athletic fields. Carl Barton, Jr. Park is a regional park consisting of 22 athletic fields. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of this contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an annual services contract.

2.0 GENERAL SPECIFICATIONS

- ❖ Bids are based by function, frequency, and annual total of each function, as described by the annual Maintenance Program.
- ❖ All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- ❖ Contractor will be monitored by the Parks and Recreation Director or their representative.
- ❖ Contractor is an independent contractor and not an agent or employee of the City. Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. Contractor shall have control over the execution of the work and shall have the sole responsibility and obligation for the hiring and supervision of its employees. **CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- ❖ The Director or their representative will have the right to add or delete any scheduled maintenance cycle at their discretion on an as-needed basis including but not limited to prevailing weather, drought conditions, construction, pest issues, special events, athletic programming, etc.
- ❖ The Contractor shall submit to the City a proposed mowing schedule. Mowing shall be completed between the hours of 7:00 a.m. and 5:00 p.m. unless approved otherwise by the Director or their representative. No work shall be performed on weekends or holidays, unless specifically approved by the Director or their representative. The Contractor's schedule shall be flexible to allow for changes to program or event schedules. The Contractor is responsible for coordinating all services to be performed through the Parks and Recreation office so that minimal disruptions to scheduled events, programs and rentals occur.
- ❖ The Contractor shall have sufficient equipment to complete the requirements of this contract. The Contractor shall have adequate backup equipment in reserve to allow for breakdowns. Insufficient equipment shall be cause for rejection of any and all bids. A list of equipment may be requested by the City.

- ❖ The Contractor shall at no time subcontract any portion of this contract without prior written approval of the City of Conroe Parks and Recreation Director or their representative.
- ❖ The Contractor shall be responsible for the behavior of their employees. The Contractor's employees will act and behave in a professional manner at all times while performing maintenance for the City. Any contact with the public must be courteous. The Contractor must have a supervisor on site at all times who can communicate in the English language.
- ❖ The Contractor and/or their employees shall have a clean and professional appearance. The Contractor and/or their employees shall be required to work in a clean uniformed shirt. Uniformed shirts shall indicate company's name in a manner that is clearly identifiable to the public. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.
- ❖ The Contractor shall employ methods as to such that employees have gone through background checks and drug testing. The City may request documentation as proof at any point.
- ❖ The Contractor and/or their employees who operate a motor vehicle within the boundaries of City of Conroe properties shall meet the license and insurance requirements of the State of Texas.
- ❖ The Contractor and/or their employees shall refrain from smoking while on City of Conroe property. *Code of Ordinances Section 26-174 (a) (10)*.
- ❖ Any hazardous conditions or damaged City property observed during normal maintenance or as the result of the Contractor's maintenance must be reported to the Parks and Recreation Administrative office at (936) 522-3841 immediately by the Contractor.
- ❖ All chemical applications shall be performed by a licensed Commercial Pesticide Applicator in accordance with federal, state, and local regulations. Proof of license is required prior to any chemical treatment.
- ❖ The Contractor shall communicate via email or phone with the Director or their representative to report work completed each week that maintenance is performed under this contract.
- ❖ The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- ❖ Site acreage given is approximate only. The Contractor is responsible for visiting the park site prior to submitting a bid for this contract. **No exceptions will be made after bid is awarded.**
- ❖ The bid shall include the BID SHEET for duration of twelve (12) months.
- ❖ The Contractor shall submit BID SHEET and BID BREAKDOWN SHEET to qualify as an acceptable bid.
- ❖ The contractor shall provide five valid names, addresses and telephone numbers of references in which contractor has performed similar services.

- ❖ Invoices may be submitted monthly for completed work. Acceptance by the City of Conroe shall constitute all items bid being received and in good working order to the City of Conroe's satisfaction. If a site is determined to be unsatisfactory the Contractor will have 24 hours after notification by the City of Conroe to comply otherwise the site will be considered incomplete. The Contractor shall not invoice for return trips necessary to complete any deficiencies discovered by the contract administrator or for any services not performed due to site conditions. **NO PAYMENT WILL BE MADE FOR INCOMPLETE WORK.**
- ❖ For additional information contact Lauren Arnold Assistant Director – Park Operations, 1504 Parkwood West, Conroe, Texas 77301, LArnold@cityofconroe.org or (936) 522-3843.

3.0 PROGRAM FUNCTION SPECIFICATION

- ❖ **Turf Management** – The use of fertilizers, pesticides and growth regulators is permitted by a licensed applicator and must be applied in accordance with all federal, state and local regulations. A valid copy of Contractor's Commercial Pesticide Applicators License shall be required prior to any chemical application. **Contractor shall post notice of chemical applications and re-entry time prior to any chemical application as required by federal, state, or local law.** Final approval of all fertilizers and chemicals rests solely with the City of Conroe.
- ❖ **Turf Fertilization** – Contractor shall apply a quality fertilizer with a micronutrient packet to achieve approximately four pounds of nitrogen per 1,000 ft² on athletic fields four (4) times per year. Each application should apply approximately one pound of nitrogen per 1,000 ft². Fertilizer's nitrogen formulation shall consist of a blend of 60% water soluble (quick release) and 40% water insoluble (slow release). Contractor shall use a fertilizer blended with K-Mag for the October fertilization. Fertilizer application shall coincide with core aeration. Fertilizer blends shall be submitted for approval by the Assistant Director – Park Operations.
- ❖ **Turfgrass Weed Control (Pre/Post Emergent)** – Contractor shall apply pre/post emergent chemical treatment to athletic fields targeting grassy weeds, sedges and broadleaf weeds during the spring/summer months and broadleaf weeds during the fall/winter months when soil and air temperatures are ideal for maximum weed control. Common turfgrass weeds are any of those identified in but not limited to in publication by Reynolds, C. PhD and Elmore, M. PhD, "Weeds of Texas Turf", *Aggie Turf*, 2022, <https://aggieturf.tamu.edu/turfgrass-weed/>. Contractor shall make recommendations to the City regarding types of chemicals to be used for approval. Chemicals shall be labeled for intended use on athletic fields.
- ❖ **Plant Growth Regulator (PGR)** – Contractor shall apply plant growth regulator on athletic turf fields at six (6) week intervals May through October with first application on/about May 1 to control vertical growth and improve color, root mass, blade health and stress tolerance. PGR shall be labeled for both warm and cool season grasses and have a proven record across a diverse species of turfgrasses.
- ❖ **Core Aeration** – Contractor shall perform core aeration to a minimum depth of four inches on athletic fields to reduce compaction four (4) times per year. City of Conroe shall mark each sprinkler head and valve box prior to aeration to prevent damage. Contractor damage to irrigation system including sprinkler heads will be the responsibility of the contractor. Removal of cores is not necessary. Core aeration shall coincide with fertilizer application.
- ❖ **Fire Ant Control** – Contractor shall apply a broadcast fire ant bait to provide year-long fire ant control.
- ❖ **Athletic Field Turf Topdressing** – Contractor shall provide an athletic field turf topdressing treatment two (2) times per year and shall coincide with core aeration and fertilization treatments. Contractor shall provide a uniform topdressing treatment to achieve a ¼" layer of topdressing material. A ¼" layer of topdressing material equals approximately 0.8 cubic yards of material per 1,000 ft². A dry compost enriched sandy loam material is the preferred topdressing material. Final approval of selected topdressing material rests solely with the City of Conroe.

- ❖ Turf Insect/Fungus Control – (**As needed**) Contractor may be requested by the City to provide turf treatment when obvious insect or fungal turf damage occurs. Contractor shall identify turf pest and notify the City with recommendations for control. Contractor shall submit a per acre application rate plus a percentage markup over costs on supplies if any.

Carl Barton, Jr. Park

[illegible]

Carl Barton, Jr. Park

2500 South Loop 336 East / 77302

Legend

- CBJP
- 📍 Ladera Creek | New Homes by Stylecraft
- 📍 Living Word Church



Google Earth

BID SHEET
ANNUAL MOWING SERVICES CONTRACT
CONROE PARKS AND RECREATION DEPARTMENT
CARL BARTON, JR. PARK

Company Name: _____

Address: _____

Phone: _____

Owner or Representative: _____

(Print)

Signature: _____ Date: _____

TURF MANAGEMENT TOTAL BID: \$ _____

○ Turf Insect/Fungus Control (as requested)

Per Acre Application Rate: \$ _____ /Acre

Supplies Markup Percentage _____ % over cost

PROPOSED COST OF SERVICES: Compensation for services will be based on a negotiated rate for all services agreed in accordance with accepted practice and applicable program guidelines. This shall be done in compliance with Texas Government Code, Chapter 2254 as amended.

TERMS AND AGREEMENT DURATION: It is anticipated that the duration of the agreement may be for one (1) year with four (4) consecutive one-year renewals if agreeable by both parties. Any price increase will be at the sole discretion of the City of Conroe and will only be negotiated at the time of renewal.

AWARD: The City reserves the right to negotiate with the firm that submits the most qualified response per the Texas Professional Services Procurement Act, as amended and the Office of Management and Budget Circular No. A-102. Responding providers will be notified if an oral presentation is necessary.

TERMS, CONDITIONS AND CLAUSES

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquires** - Bidder's desiring further information or interpretation must request such information in the questions section of OpenGov.
- 3.0 **Submission of Proposals** - Submit electronically through OpenGov. Proposals will be publicly opened and read on **July 9, 2026 at 1:00 p.m.** in the Conroe Municipal Center Conference Room.

Contact:
Purchasing Department
Stephanie Ramirez – Buyer II
700 Metcalf St.
Conroe, TX. 77304

The City of Conroe is not responsible for lost, misdirected or late responses.

- 4.0 **Information Clarification** - All questions shall be asked through OpenGov.com. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.
- 6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.
- 7.0 **Materials and Services** - The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

- 8.0 **Price of Materials and Sales Tax** - Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

- 9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
- 10.0 **Assignment** - Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.
- 11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.0 **Reserved**
- 13.0 **COVID-19 Vaccine Passport Prohibition** - Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 14.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Respondent's compliance with the required controls.
- 15.0 **Dealings with Public Servants Affirmation** - Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 16.0 **Debts and Delinquencies Affirmation** - Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 17.0 **Disclosure** - There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

- 18.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 19.0 **Excess Obligations Prohibited** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 20.0 **Excluded Parties** - Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 21.0 **False Statements** - Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 22.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 23.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 24.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 25.0 **No Conflict of Interest** - Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 26.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
- 27.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a

subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.

- 28.0 **Suspension and Debarment** - Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 29.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 30.0 **Texas Bidder Affirmation** - Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 31.0 **Americans with Disabilities Act** - Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 32.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- 33.0 **Disclosure of Interested Parties** - Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 34.0 **Discounts** - If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
- 35.0 **Equal Employment Opportunity** - Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 36.0 **Force Majeure** - Neither Respondent nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 37.0 **Immigration** - Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.

- 38.0 **Independent Contractor** - Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the City.
- 39.0 **Legal and regulatory actions** - Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.
- 40.0 **Limitation on Authority** - Respondent shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 41.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 42.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 43.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 44.0 **Record Retention** - Respondent shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 45.0 **Refund** - Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 46.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 47.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 48.0 **Subcontractors** - Respondent may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into

by the Respondent shall be in writing and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

49.0 **Survival** - Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

50.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Respondent shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.

51.0 **Insurance Requirements:**

NO BID WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE BID

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

52.0 **Reserved.**

53.0 **Reserved.**

54.0 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

55.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Bidder.

56.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.

- 57.0 **Unit Prices** - The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.
- 58.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 59.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 60.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.
- 61.0 **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change. Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
Method (B) - By agreed lump sum; or
Method (C) - Actual field cost of the work, plus fifteen (15) percent.

- 62.0 **Payment** - City Staff shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.
- 63.0 **Reimbursements** - There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- 64.0 **Bid Agreement and Certification:**

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.

C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.

E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all of the specifications, terms, conditions and clauses pertaining to this quote.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(Email)