



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **Carter Excavating & Clearing LLC** ("Contractor"), located at **37610 Pinwood Ct., Magnolia, TX 77354** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **land clearing services for two sites at Dr. Ned & Fay Dudney Nature Park as well as CCISD tract**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **March 26, 2019** and shall terminate on **November 30, 2019**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$235,727** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under

this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for

in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

Carter Excavating & Clearing LLC - "Contractor"



Kenneth Carter, owner

CITY OF LEAGUE CITY - "City"

JOHN BAUMGARTNER, CITY MANAGER

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products
(12 number of pages, including this page)

See Next Page



SECTION I – SCOPE OF WORK

1.0 PURPOSE AND SCOPE: League City proposes to do the following Plan of Action for the clearing of designated areas in three sites. League City representative will stake the boundary's before clearing takes place. A map of the three sites is shown in Exhibit A.

Site 1

- At the approximate 11-acre tract, to achieve prairie restoration at Dr. Ned & Fay Dudney Nature Park, per instruction from Texas Parks and Wildlife Department. This site the contractor will mulch in place the trees and invasive species by means of a forestry head. The City also will coordinate with the Contractor to leave in place certain trees that may not be in the way of clearing.
- City will protect any tree deemed desirable to keep within the 11 acres based on its type and size and within any access corridor to the 11-acre site.

Site 2

- The approximately .5 acres of clearing will be site for a 200'x100' waterline Bore Pit area by Davis Road. The site will be cleared using standard cutting, clearing and hauling. City arborist has tagged 11 trees to be relocated to Dr Ned and Fay Dudney Nature Center. City will coordinate with the Clearing Contractor to mark the designated trees to be relocated. The City also will work with the Contractor to leave in place certain trees that may not be in the way of boring. The contractor should take best effort to remove all tree stumps however in circumstances it cannot the stump must be ground 2' below finished grade. The contractor will be responsible for doing rough grades once tree removal is complete.
- Hydro mulch all disturbed areas

Site 3

- The approximately 8.3 acres of clearing will be clear cut. The site will be cleared using standard cutting, clearing and hauling. The contractor should take best effort to remove all tree stumps however in circumstances it cannot the stump must be ground 2' below finished grade. The contractor will be responsible for doing rough grades once tree removal is complete.
- Hydro mulch all disturbed areas
- **Clear Creek ISD Requirements**
 - The contractor is responsible for obtaining all necessary Right of Entry's or permits required by CCISD. The contractor will also be responsible for the coordination of working times and access locations. The City will provide the necessary contacts for CCISD.

Contract Time

- The contractor shall complete this Project within 90 calendar days. The projects should be completed in the order starting with Site 1.

Requirements

- Perform Work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting, and installing materials.
- HOURS/TO SCHEDULE SERVICES: Business hours are Monday – Friday from 8:00 a.m. to 5:00 p.m. Services must be made 48 hours in advance, by contacting the Project Manager.



Stormwater Protection (Applies to all three sites)

Contractor shall follow TCEQ's General Permit TXR 150000, develop, implement and maintain a SWP3 manual and submit NOI's. They will need to identify that the City of League City and all sub-contractors will share the SWP3 and manual. The contractor will need to fill out all site notices for them and the City. The contractor shall submit the SWP3 and manual for review to the City of League City's Flood Plain Manager before Pre-Con meeting. The contractor shall have the NOI and Site Notices ready at Pre-Con meeting.

Hydro mulching

- Wet, moldy, or otherwise damaged seed will not be accepted.
- Seed requirements, application rates, and planting dates are:
- Fertilizer: Dry and free flowing, inorganic, water-soluble commercial fertilizer, which is uniform in composition. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of following elements: Nitrogen: 15 Percent, Phosphoric Acid: 15 Percent, Potash: 15 Percent
- Mulch: Virgin wood cellulose fibers from whole wood chips having minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter. Cellulose fibers manufactured from recycled newspaper and meeting same fiber content and size as for cellulose fibers from wood chips. Dye mulch green for coverage verification purposes.

TYPE	APPLICATION RATE POUNDS/A	PLANTING DATE
Hulled Common Bermuda Grass 98/88	40	Jan 1 to Mar 31
Unhulled Common Bermuda Grass 98/88	40	
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88	40	Oct 1 to Dec 31
Unhulled Common Bermuda Grass 98/88	40	
Annual Rye Grass (Gulf)	30	

APPLICATION

- Seed: Apply uniformly at rates given for type of seed and planting date.
- Fertilizer: Apply uniformly at rate of 500 pounds per acre.
- Mulch: Apply uniformly at rate of 50 pounds per 1000 square feet.

MAINTENANCE

- Maintain grassed areas minimum of 90 days, or as required to establish an acceptable lawn. For areas seeded in fall, continue maintenance following spring until acceptable lawn is established.
- Repair areas damaged by erosion by regrading, rolling and replanting.
- Reseed small, sparse grass areas. When sparse areas exceed 20 percent of planted area, reseed by hydro mulch.



Site Clearing

- No material or debris shall be disposed of within the PROJECT limits.
- All surface objects, trees, stumps, roots, and other protruding obstructions not designated to remain shall be cleared and grubbed, including mowing, as required.
- Undisturbed stumps, roots, and nonperishable solid objects located two (2) feet or more below subgrade or embankment slope may remain in place.
- Stumps shall be removed to at least two (2) feet below the surface of the final grade.
- Contractor shall scalp the areas within the excavation or embankment grading limits. Scalping shall include the removal from the ground surface of sawdust, and other vegetation matter.
- All holes resulting from the removal of obstructions shall be backfilled with suitable material and compacted.
- All cleared timber shall be removed from the project and shall become the property of contractor.
- Once the tree(s) are removed, all wood chips, brush, limbs, and logs, unless otherwise specified in this Contract should be removed. No part of any tree shall remain at the site.

Mulch in Place

- Mulch in place by means of a forestry head hydraulic unit or skid steer with Forestry head.
- The mulched sections should mulch all plant material unless flagged by the City Arborist
- The tree stumps should be mulched to the ground and all plant material should be chipped.
- If a tree is to be removed but too large for the forestry head the contractor will be responsible for standard cutting, clearing and hauling as described in the site clearing.
- Remaining Mulch shall be spread evenly throughout the site.

Tree Spade

- Equipment. Machinery shall be maintained in good operating condition. All blades shall be true to their designed spade and free of bends which could interfere with its operation. The tree spade shall be mounted on a suitable, stable machine capable of supporting the weight of all excavated materials and heavy enough to force all blades into the soil to the proper depth.
- Transplanting Methods. Mechanical transplanting of trees shall be in accordance with the equipment manufacturer's recommendations. Root balls which disintegrate or plants which cannot be secured within their root balls will be rejected. This shall include plants with excessive tap roots which cannot be thoroughly cut with the blades of the transplanting machine. Roots which protrude beyond the limits of the transplant machine blades shall be neatly cut with an instrument specifically designed for this procedure before transplanting plants to their final planting location. The Contractor shall secure tops of plants to minimize drying during trans- planting and to minimize structural damage due to wind, passing vehicles, overhead structures or other circumstances.
- Planting and Backfilling. After the backfill in the bottom of the planting pit has been firmed and the plant placed in the proper position, as shown on the plans, sand shall be worked about the roots and thoroughly settled with water as the backfill is made. Care shall be taken to avoid bruising or breaking the roots. No sticks, sod, clods or other material which may form large air pockets in the soil or backfill shall be included in the backfill.
- Use arborist standards for proper size root ball to be removed depending on Caliper and height of the Tree.
- All spaded trees will be relocated to the Dr. Ned & Fay Dudney Nature Park, The City Arborist will mark tree locations in the designated blue section on Exhibit A.



DUE DATE: Tuesday, March 26, 2019 by 2:00 p.m.

Line Item	Description	Unit of Measure	Qty.	Unit Price	Amount
1	SWPPP Manual and NOI (Including Construction Exits as needed at the 3 sites)	Lump Sum	1	\$ 4,000	\$ 4,000
2	Site 1 Forestry Head Mulching (Mulch in Place) (Approximately 11 Acres)	Acre	12	\$ 5,628	\$ 67,530
3	Site 2 Site Clearing (Cut, Clear and Haul) (Approximately 0.5 Acres)	Acre	1	\$ 9,139	\$ 9,139
4	Hydromulch all Disturbed areas for Site 2	Acre	1	\$ 4,609	\$ 4,609
5	Site 2 Tree spade and relocate (Vary in caliper size from 2" to 12")	Each	11	\$ 661	\$ 7,271
6	Site 3 Site Clearing (Cut, Clear and Haul) (Approximately 10.3 Acres)	Acre	10.5	\$ 4,998	\$ 52,479
7	CCISD access to the Site 30' wide (Approximately 0.4 Acres) (Include any incidentals such as mats, Temporary Road, Etc.)	Acre	0.5	\$ 40,000	\$ 40,000
8	Hydromulch all Disturbed areas for Site 3	Acre	11	\$ 4,609	\$ 50,699
GRAND TOTAL Two-Hundred-Thirty-Five-Thousand-Seven-Hundred-Twenty-Seven					\$ 235,727

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

Carter Excavating and Clearing LLC

Name of Firm/Company

Kenneth Carter

Owner

Agent's Name (Please Print)

Agent's Title

911 County Road 874

Cushing

TX

75760

Mailing Address

City

State

Zip

Primary 512-713-3694 Alt 832-248-7517

Secondary 936-371-1311

Telephone Number

Cell Phone Number

kenneth.carter@cdeconst.com

Email Address

March 22, 2019

Authorized Signature

Date



BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.


Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 KC Addendum #2 KC Addendum #3 _____
 Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Carter Excavating and Clearing LLC
 REPRESENTATIVE's NAME: Kenneth Carter
 REPRESENTATIVE's TITLE: Owner
 MAILING ADDRESS: 911 County Rd 874
 CITY, STATE, ZIP: Cushing, TX 75760
 PHONE & FAX NUMBERS: 512-713-3694 or 832-248-7517
 E-MAIL ADDRESS: kenneth.carter@cdeconst.com
 AUTHORIZED SIGNATURE: 
 DATE: March 22, 2019



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

March 4, 2019

Bid Proposal For: **ITB #19-CIP-018 Land Clearing- Various Locations**

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:

There will be a **Mandatory Pre-Bid Meeting** on
Wednesday March 13, 2019, 10am
Located at 400 West Walker Rd. League City, Tx. 77573

If you have any questions, please contact Gwynetheia V. Pope at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.

G. Valeris Pope

Gwynetheia V. Pope, CTPM, CTCM
Interim Purchasing Manager

Signature of Proposer

March 25, 2019

Date



**Land Clearing Services
Various Locations
ITB 19-CIP-018**

Addendum #2

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THEIR SUBMISSION.**

Addendum as follows:

Below are questions that were received, and the answers to these questions are in bold.

- What is the project Budget?
 - **We estimate this project to be around \$250,000**
- Who is the pipeline Company's that the contractor will be crossing for the CCISD 8.3-acre tract?
 - **4" Exxon-Mobil Pipeline**
 - **12" Exxon-Mobil Pipeline**
 - **24" Kinder Morgan Pipeline**
 - **12" Enterprise Pipeline**
 - **8" Galveston Natural Gas Pipeline**
 - **8" Conoco Phillips Pipeline**
 - **The above pipelines have been provided using best knowledge of the City of League City previous projects. The contractor is responsible for verifying and doing proper coordination with all pipelines.**
 - **The City does not have point of contacts for these pipelines and will be responsibility of contractor for coordination and requirements.**
- Is fencing required in the work zones?
 - **No fencing other than the SWPPP fence is required.**
- Is contractor responsible for drafting the Storm Water Pollution Prevention Plan (SWPPP)?
 - **Yes, contractor should develop, implement and maintain a SWPPP manual and submit NOI's. Contractor is responsible for implementing what is determined from that manual. Items to include but not limited to include manual cost, SWPPP fencing, construction entrances, etc. All incidental items to implement your SWPPP should be included in your line item.**
- Potential Path for 8.3 Acre included in the bids?
 - **The blue (.4 Acre) and red lines in the updated map of the 8.3 Acres should be included in your bid. The bid sheet will be adjusted to reflect the additional .5 acre of needed land to clear for access.**
 - **The contractor will be responsible for matting across the pipeline and any other requirement by the pipeline.**
 - **The access will need to be prepared to access site. Options to do this include matting the route or construction a temporary road that would be removed by contractor. The cost is to be included with the .5 acre site.**



- Can Questions go directly to CCISD.
 - **All inquiries about this bid or specifications must be made, in writing, to Gwynetheia V. Pope, Interim Purchasing Manager, at purchasing@leaguecitytx.gov . The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.**
- What CCISD requirements will need to be met?
 - **The contractor is responsible for obtaining all necessary Right of Entry's or permits required by CCISD. The contractor will also be responsible for the coordination of working times and access locations. The City will provide the necessary contacts for CCISD to the awarded contractor.**
 - **No interactions with Students**
 - **Avoid Heavy traffic Delivery times 6:30 – 7:30 A.M. and 2:00 – 3:00 P.M.**
 - **Contractor to stay off of the athletic field adjacent to the land clearing site and not to interfere with drainage ditch around the field.**
- Does the Pre-Bid agenda supersede the place of the bid packet?
 - **No, the bid packet is still effective with the Pre-bid information as further clarification on the project.**
- Where do the trees need to be relocated to and sizing?
 - **The trees will be relocated near the parking lot of the Dr. Ned & Fay Dudney Nature Park shown in blue from Site 1 map.**
 - **The city recommends contractors going to Site 2 to evaluate trees that need to be relocated due to the sizes varying. They are marked on site.**
- Our Trees to be saved on Site 1 Currently marked?
 - **No but will be marked during construction by the City of League City's Arborist.**
- Can the Dr. Ned & Fay Dudney Nature Park be closed during the tree mulching?
 - **The park will remain open during construction. The contractor is responsible for the safety of pedestrians when working. Two spotters will be required when working near the walking trail to ensure pedestrians do not enter in danger area.**
- The acreage has changed for tract 3 called out as 8.3 acres to now being 10.3 acres. The new addition is clearing the land to and in the Genco canal. CCISD has a fence in the middle of the two sections that should remain but be cleaned of trees and brush. The bid tab has been updated to reflect this now showing 10.5 acres.
- Hydro mulch is required for any excess areas disturbed by the contractor in any of the 3 sites. Hydro mulching will not be required for Site 1 but disturbed entry areas will be. Contractor disturbed areas are to be box blade smoothed prior to the Hydro mulch application.
- May we construct a temp chain link enclosure to protect our equipment?
 - **Yes, a temporary chain link enclosure will be accepted for Site 1 & 3. Site 2 there will not be enough acreage before clearing occurs to make an enclosure. City staff will assist with best location for these enclosures on the two sites. Clean up of the enclosure and grounds it sits on will be responsibility of the contractor.**
- Are we required to obtain city permits for clearing?
 - **Yes, but will be at no cost to the contractor for the clearing permit.**
 - **The contractor will need to register as a contractor in the City of League City if not previously done at contractors' expense of \$150.00.**



- What are the allowed working hours? If the hours are 0800-1700, may we begin earlier and not run any machinery until 0800
 - **Work hours per city ordinance are from 7:00 A.M. to 7:00 P.M. Monday through Saturday.**
 - **Avoid CCISD Heavy traffic Delivery times 6:30 – 7:30 A.M. and 2:00 – 3:00 P.M.**

- There appears to be a discrepancy in Area #1. The SOW claims 9 acres +/-, but Goggle Earth estimates it to be between 15-19 acres. Please confirm.
 - **The nature center piece is called out as 11+/- Acres and is put on the bid tab as 12 acres. The sections marked on the map are roughly 12 acres however the wetlands sections in this area are not to be disturbed by the contractor. Texas Parks and Wildlife (TPWD) Staff will flag off the wetland areas so that it is clear the sections to avoid. The attached updated map shows 11.2 acres with what the National Wetland Inventory shows to be wetlands. The contractor will have to work closely with the TPWD on actual area to be cleared.**

- The SOW states to HydroMulch. After speaking to local professionals, they recommend drill seeding, then covering with HydroMulch. Is that acceptable?
 - **Yes this process of seeding is approved to obtain the required coverage of turf. The seeding will follow the same hydro mulch seeding requirements.**

End of Addendum

If you have any questions, please contact Gwynetheia V. Pope at purchasing@leaguecitytx.gov.

NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL.

G. Valeris Pope

Gwynetheia V. Pope CTPM, CTCM
Interim Purchasing Manager

Kenneth Carter
Carter Excavating and Clearing LLC

Signature of Proposer

March 22, 2019

Date



**City of League City
House Bill 89 Verification**

I, JOHN HARRINGTON (Person name), the undersigned
representative of (Company or Business name)

CARTER EXCAVATING AND CLEARING LLC

(hereafter referred to as company) being an adult over the age
of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose
and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

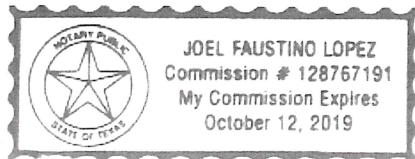
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking
any action that is intended to penalize, inflict economic harm on, or limit commercial relations
specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled
territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation,
partnership, joint venture, limited partnership, limited liability partnership, or any limited liability
company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or
affiliate of those entities or business associations that exist to make a profit.

3/18/2019
DATE

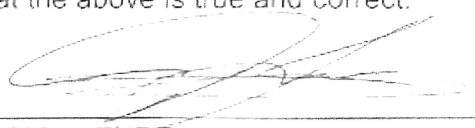

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 18th day of March, 2019, personally appeared
John Harrington, the above-named person, who after by me
being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



NOTARY SIGNATURE


03/18/19
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

There is no COI with Carter Excavating and Clearing LLC, its officers, or its employees

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

NA

Name of Officer

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

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

☐ Yes

☒ No


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

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  Kenneth Carter
Signature of vendor doing business with the governmental entity

March 22, 2019

Date