

**REQUEST FOR PROPOSAL**

**CULLEN PKWY MEDIAN PLANT REPLACEMENT AND SOD INSTALLATION**

**For**

**PEARLAND ECONOMIC DEVELOPMENT CORPORATION**



***RFP #2023-01***

**DUE DATE: 05/04/2023 @ 2:00 pm CST**

**Pearland Economic Development Corporation**

**3519 Liberty Drive, Suite 350  
Pearland, TX 77581  
(281) 997-3006**

**Cullen Pkwy Median Plant Replacement and Sod Installation**  
**Specifications**

**Pearland Economic Development Corporation (PEDC)**

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## I - INTRODUCTION

The Pearland Economic Development Corporation (PEDC) is soliciting Proposal(s) for **Cullen Pkwy Median Plant Replacement and Sod Installation**. Proposals shall be received no later than **2:00 P.M., CST, Thursday, May 4, 2023**. Proposals received after the deadline stated herein will not be considered for the award of the contract and shall be considered void and unacceptable. At the time stated above, proposals will be competitively unsealed and read at PEDC, 3519 Liberty Drive, Suite 350, Pearland, TX 77581.

A virtual non-mandatory pre-proposal conference will be held via Webex at 2:00 p.m., CST, on Thursday, April 13, 2023. Attendance at this meeting is not mandatory; however, attendance is encouraged. You may join the meeting by one of three ways:

- 1) at the following link: <https://bit.ly/CullenMediansRFP>
- 2) join by calling +1-408-418-9388 and entering the meeting code 2550 842 2525, or
- 3) join from a video system or application by dialing [25508422525@webex.com](mailto:25508422525@webex.com).

Those calling in without video may email request for presentation to [jbyerly@pearlandedc.com](mailto:jbyerly@pearlandedc.com) either before or after the meeting.

Proposal forms, specifications and all necessary information may be obtained from [www.pearlandedc.com/CullenMediansRFP](http://www.pearlandedc.com/CullenMediansRFP) or by appointment at:

Pearland Economic Development Corporation  
3519 Liberty Drive, Suite 350  
Pearland, TX 77581  
281-997-3000

Respondent should submit a hard copy of your proposal to the address below. Hard-copy submissions should include one (1) original and one (1) electronic version of the proposal and should be returned in a sealed envelope clearly bearing the name and address of the respondent and marked with the RFP #2023-01 on the outside of submittal envelope.

**Hard-copy proposals should be submitted to:**

Pearland Economic Development Corporation  
c/o Jess Byerly, Development Manager  
3519 Liberty Drive, Suite 350  
Pearland, TX 77581

*NOTE:* Facsimile and/or email transmittals shall not be accepted as valid Proposals.

PEDC is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the PEDC. Please notify the PEDC via email to [jbyerly@pearlandedc.com](mailto:jbyerly@pearlandedc.com) of any proposal requirements that are causing you difficulty in responding to our proposal. We want to make the process as convenient as possible so that all responsible contractors can compete for the PEDC's business.

QUESTIONS REGARDING PROPOSAL SPECIFICATIONS: All questions regarding this proposal should be submitted via email to [jbyerly@pearlandedc.com](mailto:jbyerly@pearlandedc.com). Questions and answers will be distributed to all known specification holders. **Questions should be submitted in writing no later than 2:00 p.m., CST, on Thursday, April 27, 2023 (questions may be submitted via email or hardcopy).**

Questions submitted via hardcopy should be submitted to:

Pearland Economic Development Corporation  
Jess Byerly  
3519 Liberty Drive, Suite 350  
Pearland, TX 77581  
281-997-3006

## II - GENERAL SPECIFICATIONS

### 1.0 INTENTION OF SPECIFICATIONS

It is the intention of the Pearland Economic Development Corporation (PEDC) to contract for the services of a qualified Contractor to perform plant replacement, sod installation, and irrigation adjustments within four to six (4-6) medians located on Cullen Pkwy between McHard Road and Memorial Gardens Cemetery just north of the Pearland Public Safety Building. The primary medians are located in front of Dawson High School and Memorial Gardens Cemetery. Medians #2 and #3 are included as alternates and located just south of the McHard and Cullen Pkwy intersection. The goal of the project is the beautification restoration of Cullen Medians #4 - #7, with options for adding Medians #2 and #3 to the project.

It is the intent of PEDC to award the contract to one contractor; however, PEDC reserves the right to accept or reject all proposals, to accept any proposal deemed advantageous, and to waive irregularity in the proposals. By submitting a proposal, the Offeror acknowledges and will adhere to all specifications as stated within this proposal packet.

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be posted via addendum.

### 2.0 TERM OF CONTRACT

Contract term shall be 60 days from date of award expected June 1.

### 3.0 PROPOSAL PREPARATION

**GENERAL INSTRUCTIONS:** Offerors should carefully examine all terms, conditions, specifications and related documents. Should an Offeror find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the PEDC should be notified immediately for clarification prior to submitting the Proposal. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the PEDC's interpretation shall govern.

**DOCUMENTATION:** Offeror shall provide with this Proposal response to all documentation required herein; failure to provide this information may result in rejection of Proposal.

**REFERENCES:** The Owner requests Offeror to supply, with this Proposal, a list of three (3) references where your firm has supplied a similar scope of services. Include name of firm, address, telephone number, e-mail address and contact name.

**PRICING:** Offerors are instructed to propose the total unit price on the item(s) specified. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for a minimum of 60 days beyond the opening date to allow ample time for Owner approval of the purchase. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored after the proposal opening. Additional charges not shown on the proposal will not be honored. All prices must be in ink.

**SALES TAX:** Owner is exempt by law from payment of Texas Sales Tax and Federal Excise Tax and will provide its tax exemption certificate to successful Offeror(s). Do not include tax in Proposal.

#### **4.0     RECEIPT OF PROPOSAL**

**LATE PROPOSALS:** Proposals received in the PEDC after the submission deadline will be considered void and unacceptable. PEDC is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the PEDC office shall be the official time of receipt.

**ALTERING OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** Any proposal may be withdrawn prior to the scheduling time for opening.

Offerors may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the PEDC in writing. A proposal may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for proposal opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal.

No proposals may be withdrawn for a period of sixty (60) calendar days after the opening of proposals.

**REJECTION OF PROPOSALS:** The Owner may choose to reject all Proposals and not award any contract.

#### **5.0     EVALUATION AND AWARD**

The Owner shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the Owner including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; and (c) completion time. The Owner reserves the right to accept or reject any Proposal or combination of Proposals deemed advantageous to it; however, it is the intent of the Owner to award to a single service provider representing the best value to the Owner regarding the factors cited above.

**CONTRACTOR MINIMUM QUALIFICATIONS:** Qualifications should be submitted in 8-1/2 X 11, typewritten format. Qualifications shall be submitted in an organized fashion, in order of list below, with all qualification responses grouped together and identified. Include name of contractor and project name with the responses.

Contractor shall include with their Proposal all qualifications listed below. Qualifications shall be complete and as detailed as possible. Failure to submit qualifications in any area may be grounds for disqualification of the Proposal. Failure to meet minimum criteria listed in each area may be grounds for disqualification of the Proposal.

- 5.1 Contractor shall be a firm specializing in landscape maintenance and planting work and shall have not less than 10 years of experience in landscape work.

- 5.2** Contractor shall be licensed by the Texas Nursery & Landscape Association, shall possess an agricultural certificate, and shall have a licensed irrigator on staff. **Submit copies of these three (3) licenses.**
- 5.3** List and include name, contact phone number and email address for:
- i. two (2) local landscape architects that contractor has worked with.
  - ii. nursery sources and other suppliers to be utilized for the project, as applicable.
  - iii. All Subcontractors proposed for this project and approximate percentage of contract for which that subcontractor would be responsible.
- 5.4** References, Past Work – List three (3) projects of municipality, public, developer, neighborhood or similar projects that contractor has completed within the last 5 years. Include a project name and city. List the scope of work, the total amount of the Offeror’s contract for each project and the year the project was completed. Include name, contact phone number and email address for a project client representative or client project manager. If Offeror was subcontractor, also include contact information for prime contractor.
- 5.5** Provide proposed schedule for the work of this contract for completion within the contract time.

## **6.0** PROPOSAL REQUIREMENTS

Offerors shall present their Proposals using the following guidelines.

- 6.1** Provide a cover letter that includes responses to the “Contractor Minimum Qualifications” that begins on page 3 of this document.
- 6.2** Provide pricing per the Line Items listed on the Exhibit A Unit Cost Work Sheets.
- 6.3** Required documents to be completed (Attached to RFP):
- 6.3.1 Insurance Requirements Form
  - 6.3.2 Local Bidder Preference Claim Form
  - 6.3.3 Conflict of Interest Questionnaire (note N/A if not applicable)
  - 6.3.4 Contractor Questionnaire
  - 6.3.5 Non-collusion Statement.

## **7.0** TERMS AND CONDITIONS

PROPOSALS MUST COMPLY with all state, county and local laws concerning this type of good or service.

**REMEDIES:** The successful Offeror and Owner agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**FUNDING:** Funds for payment have been provided through the Owners’ budgets approved by their respective Boards for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Owner fiscal year shall be subject to budget approval.

**EQUAL OPPORTUNITY EMPLOYER:** The successful Offeror shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Offerors must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers.

By doing business or seeking to do business with the Owner, including submitting a response to this Request for Proposal, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you comply them.

Conflict of Interest Questionnaire (CIQ) must be completed and turned in with proposal when applicable.

**ETHICS:** The Offeror shall not offer or accept gifts or anything of value or enter any business arrangement with any employee, official or agent of the Owner. More than one Proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all Proposals in which the firm or individual has an interest. One or all Proposals will be rejected if there is any reason to believe that collusion exists between Offerors.

Offerors must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers.

By doing business or seeking to do business with the Owner, including submitting a response to this Request for Proposal, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you comply with them.

Conflict of Interest Questionnaire (CIQ) must be completed and turned in with Proposal when applicable.

**PURCHASE ORDER:** Owner shall generate a purchase order to the successful Offeror. The purchase order number must appear on all invoices, packing lists and all related correspondence. Owner will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

**INVOICES:** On or before the 10<sup>TH</sup> day of each month, the successful Offeror shall submit an invoice for the work done as indicated on the Unit Cost Work Sheet. The Owner shall then pay in accordance with the Prompt Payment Act in the total amount of the monthly statement.

Offerors shall submit an original invoice indicating the purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction.

Invoices submitted for payment shall be addressed to:

Pearland Economic Development Corporation  
3519 Liberty Drive, Suite 350  
Pearland, TX 77581

**WARRANTY:** Successful Offeror shall warrant that all items or services shall conform to the proposed specifications, conform to all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship, and title.

**INDEMNIFICATION:** The Offeror shall indemnify, defend, and hold the Owner, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of Offeror, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

**INSURANCE REQUIREMENTS:** Specific insurance provisions will be included in Proposal specifications. An original, certified copy of an insurance certificate must be submitted within ten (10) days of award. The successful contractor will be required to maintain, always during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is attached is attached to the RFP. Failure to provide this document may result in disqualification of Proposal.

**TERMINATION OF CONTRACT:** The Owner reserves the right to terminate the contract immediately in the event the successful Offeror:

- a. Fails to pay insurance, liens, claims, or other charges.
- b. Fails to pay any payments due the Owner, City, State or Federal Government from the successful Offeror or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Becomes insolvent and/or files for protection under bankruptcy laws.
- d. Violates any provision of the agreement.
- e. Fails to respond within the prescribed time, including weekends and holidays.
- f. Fails to make adequate arrangements for an emergency call.
- g. Provides substandard work, or work the Owner deems to be otherwise unacceptable.
- h. Additionally, the Owner reserves the right to terminate the contract without cause upon written notice 30 days prior to the date of termination.

Such termination is in addition to and not in lieu of any other remedies that Owner may have in law or equity. Offeror, in submitting this Proposal, agrees that Owner shall not be liable to prosecution for damages if the Owner declares the Offeror in default.

**NOTICE:** Any notice provided by this Proposal or required by law to be given to the successful Offeror by Owner shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Pearland, Texas, by Registered or Certified Mail with sufficient postage affixed



thereto, addressed to the successful Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful Offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Owner.

**LAW GOVERNING AND VENUE:** The law of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

## **8.0 EXAMINATION**

Offerors should carefully examine the sites to determine the actual conditions under which all work will be performed.

Adjusting payments will not be authorized for work that could have been foreseen by a careful examination of the existing grounds.

Submission of a Proposal constitutes acceptance by the Offeror of the existing site conditions as a part of the requirements of this work.

## **9.0 QUESTIONS AND INQUIRIES**

Offerors desiring an explanation or interpretation relative to this solicitation must request it in writing by 2:00 p.m., CST, Thursday, April 27, 2023. Oral explanations or instructions will not be binding. Any information given to an Offeror, which in the opinion of the Owner affects all Offerors or would be prejudicial to other Offerors if not communicated, shall be furnished to all other Offerors as an addendum to the solicitation.

Direct inquiries via email or hard mail as follows:

Jessica Byerly, Development Manager  
Pearland Economic Development Corporation  
3519 Liberty Drive, Suite 350  
Pearland, TX 77581  
[jbyerly@pearlandedc.com](mailto:jbyerly@pearlandedc.com)

## **10.0 EVALUATION CRITERIA AND RESPONSE FORMAT**

- 10.1 An evaluation committee will score proposals based on experience, pricing, proposal content, project schedule and references. The Owner reserves the right to select a proposal(s) other than the lowest cost. The Offeror may be required before the award of any contract to show to the complete satisfaction of the Owner that it has the necessary resources to provide the service specified therein in a satisfactory manner. The successful Offeror will also be required to give a history and references in order to satisfy the Owner regarding the Offerors qualifications.
- 10.2 The Owner may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work. The Offeror shall furnish to the Owner all information for this purpose that may be requested. The Owner reserves the right to reject a proposal if the evidence submitted by, or investigation of, the Offeror fails to satisfy the

Owner that the Offeror is properly qualified to carry out the objectives of the contract and to complete the work described therein.

- 10.3 Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The Owner, however, reserves the right to accept such proposal if it is determined to be in the Owner's best interest to do so.
- 10.4 The Owner may initiate discussions with Contractors. Discussions may not be initiated by Contractors. The City expects to conduct discussions with Contractor personnel authorized to contractually obligate them with an offer. Contractors shall not contact any Owner's personnel during the proposal process except as provided for within. The Owner may disqualify any vendor who has contacted Owner personnel or distributed any literature without authorization.
- 10.5 All correspondence relating to this proposal, from advertisement to award, shall be sent to the PEDC. All presentations and/or meetings between the Owner and the Offeror relating to this proposal shall be coordinated by the PEDC.
- 10.6 No award can be made until the PEDC Board of Directors approves such action.
- 10.7 EVALUATION FACTORS - Compliance with proposal requirements, qualifications, best value, delivery, pricing, and the needs of the end user department are all factors which will be considered when evaluating proposals. After receipt of proposals, Owner will use the following criteria in the selection process:

- 40%** Rates and Expenses;
- 30%** Qualifications and experience;
- 20%** References; and
- 10%** Proposal – thoroughness in addressing Proposal Requirements and Response Format requirements, as stated herein, which should include pricing, experience, completion timeline, and methodology.

**11.0 TYPE OF CONTRACT**

The Owner contemplates award of a firm-fixed price contract resulting from this solicitation. It is a non-exclusive contract; the Owner may award additional contracts to additional Contractors at its discretion.

**12.0 APPROVAL OF RESULTANT CONTRACT**

The contract, which may result from this solicitation, is subject to approval by PEDC Board of Directors and may be neither executed nor binding until so approved.

**13.0 COSTS INCURRED BY OFFEROR**

The Owner will not be responsible, under any circumstances, for any submittal preparation costs or other costs incurred by any Offeror before the execution of a contract between the Owner and the successful Offeror.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**Chapter 46. Disclosure of Interested Parties**  
**(effective December 24, 2015)**  
**Text of Adopted Rule**

The adopted new language is indicated by underlined text.

**Chapter 46. DISCLOSURE OF INTERESTED PARTIES**

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

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

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

#### §46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

## CONFLICT OF INTEREST QUESTIONNAIRE

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government to complete and submit a Conflict of Interest Questionnaire. In filling out the questionnaire, the following are current City Council members and City employees who may either recommend or approve bid awards.

|               |                             |                     |
|---------------|-----------------------------|---------------------|
| City Council: | Mayor                       | Kevin Cole          |
|               | Councilmember               | Joseph Koza         |
|               | Councilmember               | Alex Kamkar         |
|               | Councilmember               | Tony Carbone        |
|               | Councilmember               | Adrian Hernandez    |
|               | Councilmember               | Layni Cade          |
|               | Councilmember               | Jeffrey Barry       |
|               | Councilmember               | Woody Owens         |
| <br>          |                             |                     |
| City Staff:   | Interim City Manager        | Trent Epperson      |
|               | Director of Finance         | Amy Buckert Johnson |
|               | Purchasing Officer          | Vacant              |
|               | Assist. Director of Finance | Kendra Murphy       |



## Contractor Questionnaire

- | Yes | No  |  |
|-----|-----|--|
| ___ | ___ | 1. Has the City of Pearland or other governmental entity incurred costs as a result of contested change order(s) from the undersigned company?   |
| ___ | ___ | 2. Has the City of Pearland or other governmental entity been involved in litigation relative to contract performance with the undersigned company?  |
| ___ | ___ | 3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?  |
| ___ | ___ | 4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?  |
| ___ | ___ | 5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty six (36) month period?   |
| ___ | ___ | 6. Has the undersigned company failed to perform or performed unsatisfactory on two or more contracts within a thirty six (36) month period?   |
| ___ | ___ | 7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?  |
| ___ | ___ | 8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty six (36) month period?   |
| ___ | ___ | 9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of such a contract or subcontract within a ten (10) year period?   |
| ___ | ___ | 10. Has the undersigned company been convicted of a criminal offense within a ten (10) year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor? |
| ___ | ___ | 11. Has the undersigned company been convicted of state or federal antitrust statutes within a ten (10) year period arising out of submission of bids or proposals?  |
| ___ | ___ | 12. Has the undersigned company been disbarred or had a similar proceeding by another governmental entity?   |

If you answered "yes" to Items 1-6 or 8-12 or answered "no" to Item 7, please attach a full explanation to this questionnaire.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please Print) (Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## **CITY OF PEARLAND**

### **LOCAL BIDDER PREFERENCE CLAIM FORM**

**Sections 271.905 and 271.9051** of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Pearland has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **This request form and any supporting documentation must be submitted with bid in order to be considered by the City of Pearland.** Questions should be addressed to the Purchasing Department at 281-652-1668. Exclusions to the local preference include expenditures of \$3,000 or less, and those purchases which are: sole-source, emergency, federally-funded, cooperative contracts, or via interlocal agreement. The local preference status will expire one year from the date of this form; for any subsequent requests for preference during this period, the applicant need only complete and submit section 3 of this form.

The City Council requires the following information for consideration of a local bidder preference (information may be submitted in an attachment to this form):

**1. Locational Eligibility:** Principal place of business in Pearland, Texas? Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations.

- a. If yes, identify name of business/DBA, address, and business structure: sole proprietorship, partnership, corporation, or other.
- b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.

**2. General Business Information:**

- a. Year business established (Pearland location).
- b. Most recent year property valuation (if owned); real and personal property.
- c. Annual taxable sales (originating in Pearland).
- d. Is business current on all property and sales taxes at the time of this application?
- e. Total number of current employees and number of Pearland-resident employees.

**3. Economic Development benefits resulting from award of this contract:**

- a. Number of additional jobs created or retained for Pearland resident-employees?
- b. Amount of additional City of Pearland ad valorem and/or sales taxes anticipated? Please explain how the amount has been determined.
- c. Local subcontractors utilized, if applicable: name, location and contract value for each.
- d. Other economic development benefit deemed pertinent by applicant.

**Certification of information:**

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No./Quote for which the local preference is requested: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder) (Date)

\_\_\_\_\_  
(Signature) (Print)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF** \_\_\_\_\_§

Appeared before me the above-named \_\_\_\_\_, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**NON-COLLUSION STATEMENT**

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

**Vendor** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Bidder (Signature)** \_\_\_\_\_

**Position with Company** \_\_\_\_\_

**Signature of Company**

**Official Authorizing This Bid** \_\_\_\_\_

**Company Official (Printed Name)** \_\_\_\_\_

**Official Position** \_\_\_\_\_

### III - LANDSCAPE PLANT REPLACEMENT SPECIFICATION

#### PART 1 - GENERAL

- A. Furnish all labor, materials and equipment as necessary to provide landscape plant demolition, removal and replacement in strict accordance with these specifications.
- B. The work is described in detail in various sections but is summarized to include all materials, supervision, labor, equipment, transportation and all services required and incidental to plant demolition, removal and replacement.
  - 1. Plant replacement and removal, where necessary
  - 2. Irrigation system repair and reconfiguration from drip to spray as needed due to plant demolition or replacement.
  - 3. Sod Installation
  - 4. Traffic Control Plan for median access
- C. Extra services – All services not covered under this contract shall be considered “Extra Services” and will be charged separately according to the nature of the item of work. Written authorization must be obtained prior to the performance of any Extra Services. Extra Services shall include but are not limited to:
  - 1. Repair of irrigation system when damaged by others during the project term.
  - 2. Repair of damage to site caused by others during the project term.
- D. Performance
  - 1. Perform work in accordance with all applicable laws, codes and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities. This includes all safety measure and procedures, including, but not limited to, on-street vehicular safety systems such as flagman, cones, strobe lights, etc.
  - 2. Contractor - Contractor shall perform all work required as necessary to fulfill the intent of the Contract. All work shall be performed in a professional manner, noise to be kept to a minimum and work staged from a location on the site as to not interfere with the users.
  - 3. Workmen - Workmen shall be uniformed, neat in appearance, fully clothed and perform their work in a professional manner. Personnel shall be trained and competent. Workmen shall not at any time consume or be under the influence of alcoholic beverages or drugs while on the Project.
  - 4. Compliance – Contractor shall have a licensed commercial pesticide applicator as certified by the Texas Department of Agriculture or by the Structural Pest Control Board and shall comply with all applicable local, state and federal requirements regarding materials, methods of work and disposal of excess and waste materials.
  - 5. Contractor shall have on his permanent staff a licensed irrigator as certified by the Texas Commission on Environmental Quality (TCEQ).
  - 6. Contractor shall be licensed by the Texas Nursery & Landscape Association, shall possess an agricultural certificate and shall have not less than 5 years of experience in this type of work.
  - 7. **Contractor will be required to submit a schedule of activities.** The schedule should define the time taken to complete the project. The decision if a day is a workday or a weather day will be made by Owner and Contractor by 8:00 AM of any day in question. Weather permitting, and per submitted schedule, the Contractor is expected to be on-site and working according to the provided schedule.

8. Contractor shall be responsible for damage to existing utilities and structures.
9. Owner will not assume any responsibility for security of any materials or equipment belonging to Contractor on the Project.
10. Contractor shall not utilize project facilities, such as restrooms and park facilities for breaks or lunch. Violation is subject to penalty.
11. **If no substitution is submitted and approved in writing by the Owner, the Contractor shall use specified materials.** Where not specifically called out, Contractor shall select anorganic product or the least toxic product available for use on site.

#### E. Quality Control

1. All Work is to be completed on a Monday through Friday schedule between the hours of 9:00 am and 3:00 pm, unless otherwise approved in advance by the Owner. Cullen is a heavily trafficked roadway, and the Owner prefers to avoid working during heavy commute hours.
2. Landscape Irrigation System:
  - a. The Contractor shall be responsible for adjusting the sprinkler heads to prevent damage to buildings and/or from excessive water running on to structures, buildings, sidewalks and roadways.
  - b. Any damage to the irrigation system incurred during plant replacement shall be repaired immediately at the Contractor's expense.
3. Clean Up:
  - a. The Contractor shall dispose of all waste materials or refuse from the project site after each visit.
  - b. Under no circumstances will leaves, clippings, or other debris be blown, swept or otherwise deposited into storm sewer drains.
4. Traffic Control:
  - a. When working in areas on or adjacent to roadways, Contractor shall ensure appropriate traffic control devices are in place and submit a Traffic Control Plan as part of the proposal.
  - b. No closure of any lanes of traffic will be permitted without prior notification and approval by the City and TxDOT.
5. Employee and Equipment Requirements:
  - a. All contracted employees shall wear company uniforms with the company name or logo attached.
  - b. All vehicles owned by the Contractor and utilized to transport employees and equipment to Owner jobsites shall be identifiable by the company name attached to the vehicle.
  - c. Contracted employees shall not work shirtless or sleeveless. Footwear, gloves and headcover shall be appropriate to work.

#### F. Schedule and Frequency

1. Contractor shall begin scope items within 14 days of notice to proceed, anticipated NTP will be June 1, 2023, and complete 60 days.

### PART 2 - EQUIPMENT

- A. Machinery requirements listed under this section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of plant replacement operations desired.

1. Disinfect all tools when used for the removal of diseased plants.

- B. Appropriate protective gear is to be used by all workers. This includes, but is not limited to, pollen filter face masks, eye protection such as goggles, protective headsets, and hearing protection, etc.
- C. The Contractor assumes all liability for injuries resulting from the use of machinery.

### PART 3 - APPLICATIONS

#### A. Fertilization

1. Fertilizer Requirements for Shrubs:
  - a. All shrub beds planted shall be fertilized with Microlife 6-2-4. Apply at a rate of 30 lbs./1000 square feet.
  - b. Apply fertilizer for shrubs one (1) time after plant replacement.
2. Fertilization for the Control of Iron Chlorosis:
  - a. Apply granular sulfur at the rate of 1 to 5 lbs. per 100 sf as needed to treat problem.

#### B. Irrigation System

- a. Operation of sprinklers shall be monitored to assure proper cover and operation after planting, the setting of heads at the proper height, straightening heads, and the cleaning or adjusting of nozzles. Owner shall be notified of any problems immediately.
- b. Adjust sprinklers to avoid over spray and/or damage to windows and buildings. Make minor repairs and alternations to the irrigation system and water lines as they are discovered. Irrigation repairs such as nozzle adjustment, head height adjustments, straightening of heads, cleaning of weeds around heads or breaks caused by the Contractor shall be the Contractor's responsibility and is incidental to the contract.
- c. The Contractor shall perform minor additions, subtractions, and/or adjustments to irrigation equipment (i.e., additions of spray head or riser extension) as may be required to ensure proper cover of all new and existing plant material. Such additions, subtractions, and/or realignments to irrigation system equipment shall not materially reduce the extent or value of the irrigation system equipment.

### PART 4 - EXECUTION

#### A. Trees, Shrubs and Groundcover

1. Re-mulch shrub beds and tree rings upon completion of the project. Use decomposed, double-shredded native hardwood mulch, dark in color to a minimum depth of 2". Mulch data sheet to be submitted and approved by Owner prior to installation.
2. Shape shrubs as needed to create a uniformly dense plant or individual plants as appropriate to species. Selectively shape as needed.
3. Shrub bed and groundcovers and tree rings and tree grouping areas:
  - a. Complete weeding, trimming, edging and weed removal to promote growth and maintain neat, orderly appearance. Hand-remove weeds from shrub beds if necessary. Re-establish bed edges to keep grasses from growing into planting bed areas and mulch areas. (Note, natural understory may be allowed to remain; consult Owner or Owner's Representative if a plant species is in question).

- b. Water beds after fertilization to ensure incorporation of the fertilizer into the soil and prevent foliage burn.
- B. General Clean-up
  - a. Contractor shall furnish supervision, labor and equipment necessary to maintain the Project free of litter unrelated to horticultural plant replacement. Property and paved surfaces shall be inspected to ensure removal.
  - b. Contractor shall remove and dispose of all waste materials or refuse from his operations immediately after plant replacement functions have been performed.
- C. Use of herbicides, insecticides, sterilants and fungicides
  - a. The Contractor is hereby granted permission to use such herbicides, insecticides, sterilants, and fungicides as he may find necessary and advantageous in his exterior plant installation activities and as labels specify and as specified herein. Contractor is encouraged to use the least toxic and the minimum chemicals possible to maintain the project in accordance with these specifications. Herbicides, insecticides, sterilants and fungicides must be used responsible and in strict conformance with Federal, State and Local laws and regulations. The Contractor assumes all liability for damage and/or equipment. The Owner retains the right to prohibit the use of any herbicide, insecticide, sterilant or fungicide that he may judge to be undesirable for any reason. A licensed commercial applicator shall be required for all restricted materials.
    - i. Products leaving an undesirable residue or odor shall not be used without consent of Owner.
    - ii. The Owner's representative shall be notified prior to application and advised of any danger associated with the use of these products (i.e., to avoid personal contact with sprayed areas, etc.)
    - iii. Apply insecticides as needed to protect all plant materials from damage. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.
    - iv. Apply the proper fungicides, herbicides, and pesticides for the control of pests, weeds, and plant diseases, or treat cuts on exposed surfaces of trees and shrubs for disease and pest control.
  - b. Insects: Control insects with proper applications as problems arise. Use a commercial insecticide at the manufacturer's recommendations. Owner's representative shall be notified one day in advance of any insect control use.
  - c. Disease: Contractor will not install any plants showing any sign of disease and will inform the Owner if any signs of disease become present after installation. Diseased plants will be removed immediately.

END OF SECTION

## SECTION 328400 - PLANTING IRRIGATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes piping, valves, sprinklers, accessories, controls, and wiring for an automatically control irrigation system.

## 1.2 DEFINITIONS

- A. Irrigation Lateral Lines: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
- B. Irrigation Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

## 1.3 SUBMITTALS

- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
  - 1. Control valves.
  - 2. Sprinkler heads and emission devices.
  - 3. Irrigation controller.
  - 4. Pipe and fittings.
  - 5. Wire and connectors.
  - 6. Solvents.
  - 7. Valve boxes.
- B. Evidence of State of Texas irrigation license and required experience.
- C. Operation and maintenance instructions.

## 1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Installer – Installation of Irrigation System installation shall be performed under the direction of a State of Texas licensed irrigator with not less than 5 years of experience in this type of work.

## 1.5 PRODUCT DELIVERY AND HANDLING

- A. Materials shall be delivered in manufacturer's unopened packaging labeled to indicate manufacturer's name and product identification. Ensure that packaging and labeling remain intact until installation. Materials shall be stored protected from the elements, including direct sunlight.



- B. Pipes shall be handled so as to prevent being damaged and to maintain their straightness. Pipe ends shall be wrapped. Pipes shall be stored on beds the full length of the pipes. Damaged or dented pipes or fittings shall not be used.

## PART 2 - PRODUCTS

### 2.1 PIPES, TUBES, AND FITTINGS

- A. Soft Copper Tube: ASTM B 88, Type L (ASTM B 88M, Type B), water tube, annealed temper.
  - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
  - 2. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- B. Hard Copper Tube: ASTM B 88, Type K, water tube, drawn temper.
  - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
  - 2. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- C. Mainline PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
  - 1. PVC Socket Fittings, Schedule 40: ASTM D 2466.
- D. Irrigation Lateral Line Pipe
  - 1. Pipes  $\frac{3}{4}$  inch diameter and larger: ASTM D 2231, PVC, 1120 or 1220, SDR 21.0, 200 PSI
  - 2. Pipes  $\frac{1}{2}$  inch diameter: ASTM D 2241, PVC, 1120 or 1220, SDR 13.5, 315 PSI
- E. FITTINGS FOR SOLVENT WELDED JOINTS
  - 1. Schedule 40: ASTM D 2466
- F. FITTINGS FOR THREADED JOINTS
  - 1. ASTM D 2466, PVC, Schedule 40

### 2.2 GENERAL-DUTY VALVES

- A. Bronze Gate Valves shall be MSS SP-80, Class 125, Type 1, nonrising-stem, bronze body with solid wedge, threaded ends, and malleable-iron handwheel.

## 2.3 REMOTE CONTROL VALVES

- A. Plastic Automatic Control Valves shall be molded-plastic body, normally closed, diaphragm type with manual flow adjustment, and operated by 24-V ac solenoid.
- B. Quick-Couplers shall be factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, purple rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
- C. Remote Control-Valve Boxes: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
  - 1. Valve boxes shall be heavy duty plastic 17 inch by 11-3/4 inch by 12 inch depth, black with black cover. Valve box shall be Series 1419, non-hinged, non-bolt cover, by Carson Industries, Inc., 1925 Street, LaVerne, CA 91750, 213-732-6265, or approved equal.
  - 2. Valve boxes shall be heavy duty plastic 17 inch by 11-3/4 inch by 12 inch depth, purple with purple cover. Valve box shall be Series 1419, non-hinged, non-bolt cover, by Carson Industries, Inc., 1925 Street, LaVerne, CA 91750, 213-732-6265, or approved equal.
  - 3. Valve boxes shall be precast concrete with compressive strength of concrete in excess of 4000 psi. Valve box shall be approximately 14 5/8" by 19 3/4" with bolt down cast iron traffic cover. Valve box shall be 36-T, by Brooks Products, or approved equal.
- D. Gate Valve and Control Wire Splice Boxes
  - 1. Control wire splice boxes shall be heavy duty plastic 10 inch diameter by 10-1/4 inch deep, black with black cover, No. 910-12B, by Carson Industries, Inc. or approved equal.
  - 2. Valve boxes for quick couplers, wire splices and gate valves shall be precast concrete with compressive strength of concrete in excess of 4000 psi. Valve box shall be 12 1/2 inch diameter by 10-1/2 inch deep, with cast iron cover. Valve box shall be No. 101, by Brooks Products, Inc. or approved equal.
- E. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/8 inch minimum to 1 inch maximum.

## 2.4 SPRINKLERS

- A. Description: Brass or plastic housing and corrosion-resistant interior parts designed for uniform coverage over entire spray area indicated, at available water pressure shall include.
  - 1. Flush, Surface Sprinklers: Fixed pattern, with screw-type flow adjustment.
  - 2. Bubblers: Fixed pattern, with screw-type flow adjustment.
  - 3. Shrubbery Sprinklers: Fixed pattern, with screw-type flow adjustment.
  - 4. Pop-up, Spray Sprinklers: Fixed pattern, with screw-type flow adjustment and stainless-steel retraction spring.
  - 5. Pop-up, Rotary, Spray Sprinklers: Gear drive, full-circle and adjustable part-circle types.
  - 6. Pop-up, Rotary, Impact Sprinklers: Impact drive, full-circle and part-circle types.
  - 7. Aboveground, Rotary, Impact Sprinklers: Impact drive, full-circle and part-circle types.

## 2.5 SPRINKLER SPECIALTIES

- A. Strainer/Filter Units: Brass or plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
- B. Emitters: PE or vinyl body.
  - 1. Single-Outlet Emitters: To deliver the following flow at approximately 20 psig:
    - a. Flow: 1 gph.
    - b. Tubing Size: ¼" ID.
  - 2. Outlet Caps: Plastic, for outlets without tubing.
- C. Drip Tubes: 17mm, flexible PE or PVC tubing for emitters and other devices, of length indicated and with plugged end.

## 2.6 CONTROLLER

- A. Controller shall be "Two-wire" type as specified on drawings.
  - 1. Controller shall be capable of fully automatic or manual operation of the system.
  - 2. Controller shall operate on a minimum of 117 volts A.C. input power and be capable of operating 24 volt A.C. electric remote control valves. Controller shall have a reset circuit breaker to protect it from power overload.
  - 3. The controller shall have the specified number of stations. Each station shall have a time setting control capable of being set for incrementally variable timing or set to omit the station from the irrigation cycle.
  - 4. Controller shall have a 365 day calendar, event day off, water budget, cycle and soak and a master "on-off" switch.
  - 5. Controller shall have a UL-listed 24V AC transformer. Operation instructions and location of water source supplying system shall be printed on face of controller. Section location chart shall be placed inside cabinet door.

## 2.7 WIRING

- 1. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers and runs over 1,000 LF.
- 2. Low-Voltage, Branch-Circuit Cables: No. 14-2 Maxi-wire as provided by Rainbird Corporation between controller and automatic valve decoders installation in same trench with pvc pipe..
- 3. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.

## 2.8 BACKFLOW PREVENTERS

- A. Backflow Preventers shall be bronze and copper, reduced pressure type assembly Wilkins **No. 375** by Wilkins, Inc. (Zurn Industries LLP), 1801 Pittsburg Avenue, Erie, PA , 16502, 855-663-9876, or approved equal. Provided in the event of existing backflow preventer is damaged.

## 2.9 REMOTE CONTROL VALVE TIES

- A. Remote control valve ties shall be plastic tags with wire to attach numbered tag to valve.

## 2.10 SOLVENT CEMENT FOR SOLVENT WELDED JOINTS

- A. CHRISTY'S RED HOT BLUE GLUE T. Christy Enterprises, Inc., 1207 W. Struck Avenue, No. E, Orange, CA 92667, 800-258-4583, or approved equal. Use a compatible primer recommended by the solvent cement manufacturer.

## 2.11 SEALANT FOR THREADED JOINTS UNDER CONSTANT PRESSURE

- A. RECTOR SEAL LIQUID TEFLON by Rector Seal Corp., 2830 Produce Row, Houston, Texas 77023, 713-928-6423, or approved equal.

## 2.12 SLEEVES UNDER PAVING FOR CONTROL WIRE AND IRRIGATION LINES

- A. ASTM D 2455, PVC, Schedule 40 sized as shown on drawings.

## 2.13 FITTINGS FOR THREADED JOINTS

- A. ASTM D 2466, PVC, Schedule 80.

## 2.14 BACKFLOW ENCLOSURES

- A. Any replacement backflow enclosure shall be Strong Box model no. SBBC-CR as manufactured by V.I.T. Products, Inc., 800-729-1314.]

## 2.15 RAINFALL MONITOR

- A. Provide a Mini-Clik by Glen Hilton Products or approved equal.

## PART 3 - EXECUTION

## 3.1 EARTHWORK

- A. Refer to Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.
- B. Location of Heads – Design location is represented as accurately as possible. Make minor adjustments on site with approval of Landscape Architect as necessary to ensure consistent and even spacing where applicable. Set all heads minimum 6" from back of curb and 4" from edge of concrete walls.
- C. Install piping and wiring in sleeves under sidewalks, roadways, parking lots, and railroads.

- D. Provide minimum cover over top of underground piping according to the following:
1. Irrigation Main Piping: Minimum depth of 18 inches below finished grade.
  2. Circuit Piping: 12 inches.
  3. Sleeves: 24 inches
- E. BACKFILL - Backfill with clean material from excavation after obtaining Landscape Architect's approval. Remove organic material, as well as rocks and debris larger than 1 inch in diameter. Place acceptable backfill in 6-inch lifts and water jet all trenches.
- F. EXISTING LAWNS – Where trenching is required across existing lawns, (or in even of changes or repairs after new lawn has been established), uniformly cut strips of sod 6 inches wider than trench. Remove sod in rolls of suitable size for handling and keep moistened until replanted.
1. Backfill trench to within 6 inches of finished grade and compact. Continue fill with acceptable topsoil and compact to bring sod even with existing lawn.
  2. Replant sod within 2 days after removal, roll and water generously.
  3. Resod and restore to original condition all sod areas not in healthy condition equal to adjoining lawns 30 days after replanting.

### 3.2 INSTALLATION

- A. General - Unless otherwise indicated, Contractor shall comply with requirements of the governing Uniform Plumbing Code.
- B. Pipes
1. Piping Mains and Laterals - Lay out sprinkler mainlines and perform line adjustments and site modifications to laterals prior to excavation. Lay pipe on solid subbase, uniformly sloped without humps or depressions.
  2. PVC Pipe Assembly
    - a. Cut PVC pipe square and de-burr. Clean pipe and fittings using primer as recommended by the PVC pipe manufacturer. Use purple tinted primer to aid in visual inspection.
    - b. Apply a thin even flow coat of PVC solvent cement to inside of the fitting and pipe mating surface. Cure joints as recommended by the manufacturer and keep pipe and fitting out of service during curing period. Construct watertight joints equal or greater in strength than the pipe. Do not tap pipe at fittings.
  3. Install plastic pipe in dry weather, when temperature is above 40 degrees F. and in accordance with manufacturer's written instructions. Allow joints to cure at least 24 hours at temperature above 40 degrees F. before testing.
  4. Plastic pipe shall be snaked in the trenches in a manner to provide for expansion and contraction as recommended by pipe manufacturer.
- C. Sleeves Under Paving - All sleeves under paving are existing as shown on drawings. If boring is required for new sleeves for any reason, it shall be a "wet bore." Install sleeves 12" beyond edge of pavement. Perform trench and backfill in accordance with these specifications.
- D. Irrigation Heads

1. Flush irrigation lines with full head of water and install heads after hydrostatic test is completed.
  2. Install heads at manufacturer's recommended heights.
  3. Locate part-circle heads to maintain a minimum distance of 4, 12, 24, 48 inches from walls and 2 inches from other boundaries, unless otherwise indicated.
  4. Check for uniformity of coverage and pattern correctness. Adjust for 100% coverage where required.
  5. Install nozzles with water running at reduced pressure starting with the head closest to the valve.
  6. Adjust arcs and radius at normal operating pressure.
- E. Drip Tubing
1. Tubing installed in planting beds is to be placed at spacing indicated on drawings in shallow trench and covered with planting backfill mix 1"-2" deep and then covered with mulch. Tubing is to be placed after bed preparation is complete and plant material is planted. Refer to Section 329300 – Plants.
  2. Drip tubing is to be placed on top of root balls of trees in planting beds to allow for even watering of trees.
  3. All tubing is to be reviewed by Owner's Representative prior to burying.
- F. Electric Remote Control Valves
1. Adjust automatic control valves to provide flow rate at rated operating pressure required for each irrigation section.
  2. Install valves in valve boxes, arranged for easy adjustment and removal. Locate valves to ensure ease of access for maintenance such that no physical interference with other elements of the project exist.
- G. Remote Control Valve Tags - One Remote Control Valve Tag shall be attached to stem of each electric remote control valve. Tags shall be numbered sequentially. Numbers shall correspond to station numbers in electric controller. Provide tags and corresponding numbers for wires pulled for future valves.
- H. Valve Boxes - Install valve boxes to cover electric remote control valves. Install one valve per valve box. Top of valve box shall be flush with finished grade. Bury minimum 4 bricks under base of each box as support.
- I. Control Wire Splice Boxes - Install control wire splice box to cover any splice in control wire. Top of valve box shall be flush with finished grade. Bury minimum 4 bricks under base of each box as support. Install control wire splice box to cover wires pulled for future valves.
- J. Gravel Backfill - Backfill valve boxes and control wire splice boxes with gravel, minimum 6 inch depth.
- K. Electric Controller
1. Controllers shall be fully grounded.
  2. Connect remote control valves to controller in clockwise sequence to correspond with stations 1, 2, 3, successively.
  3. Affix a non-fading copy of irrigation diagram to cabinet door below controller's name. Irrigation diagram shall be sealed between two plastic sheets, 20 mils. minimum thickness. Irrigation

diagram shall show clearly all valves operated by the controller, showing station number, valve size, and type of planting irrigated.

4. Galvanized padlocks protect against vandalism. Owner will provide a key to test new irrigation once constructed.
5. Power to Controller & Locations: Location shown on plan for controller is approximate. Follow local governing codes in electrical work, if any provided.

L. Irrigation Control Wires

1. "Two-wire" system for control of automatic circuit-section valves of underground irrigation system.

M. Backflow Preventers

1. Make required connection to water supply according to local codes and manufacturer's written instructions.
2. Install pressure type backflow devices at required grade in accordance with the local Plumbing Code. Exposed mainline and mainline risers above PVC pipe main elevation shall be copper. Install one brass union in riser downstream of device.
3. Insulate all above ground piping.

### 3.3 TESTING

- A. General - Notify Landscape Architect 48 hours in advance when testing will be conducted. Conduct tests in presence of Landscape Architect.
- B. Hydrostatic Test - Test irrigation main line, before backfilling trenches, to a hydrostatic pressure of not less than 100 psi for 1 hour. Piping may be tested in sections to expedite work. Remove and repair or replace piping and connections which do not pass hydrostatic testing. System shall not lose more than 1-1/2 gallons of water in 1 hour.
- C. Shut off mainline at backflow preventer during non working hours until Contractor has demonstrated the mainline is stable.
- D. Operational Testing - Perform operational testing after hydrostatic testing is completed, backfill is in place and irrigation heads are adjusted to final position.
  1. Demonstrate to Landscape Architect that system meets coverage requirements, is a specified and indicated, and that automatic controls function properly.
  2. Coverage requirements are based on operation of one circuit at a time.
  3. After completion of grading, sodding and rolling of grass areas, carefully adjust lawn sprinkler heads so they will be flush with or not more than 1/2 inch above finished grade. Set shrub sprinkler heads not more than 1/2 inch above top of mulch.

3.4 MAINTENANCE

- A. Contractor shall correctly maintain the irrigation system during the installation process.
- B. Contractor shall provide "As Built" Drawings for new work, showing dimensioned location of valves, meters, backflow preventers, controllers, and mainline. Contractor shall request reproducible mylars from the Landscape Architect in preparation of "As Built" Drawings.

END OF SECTION 328400



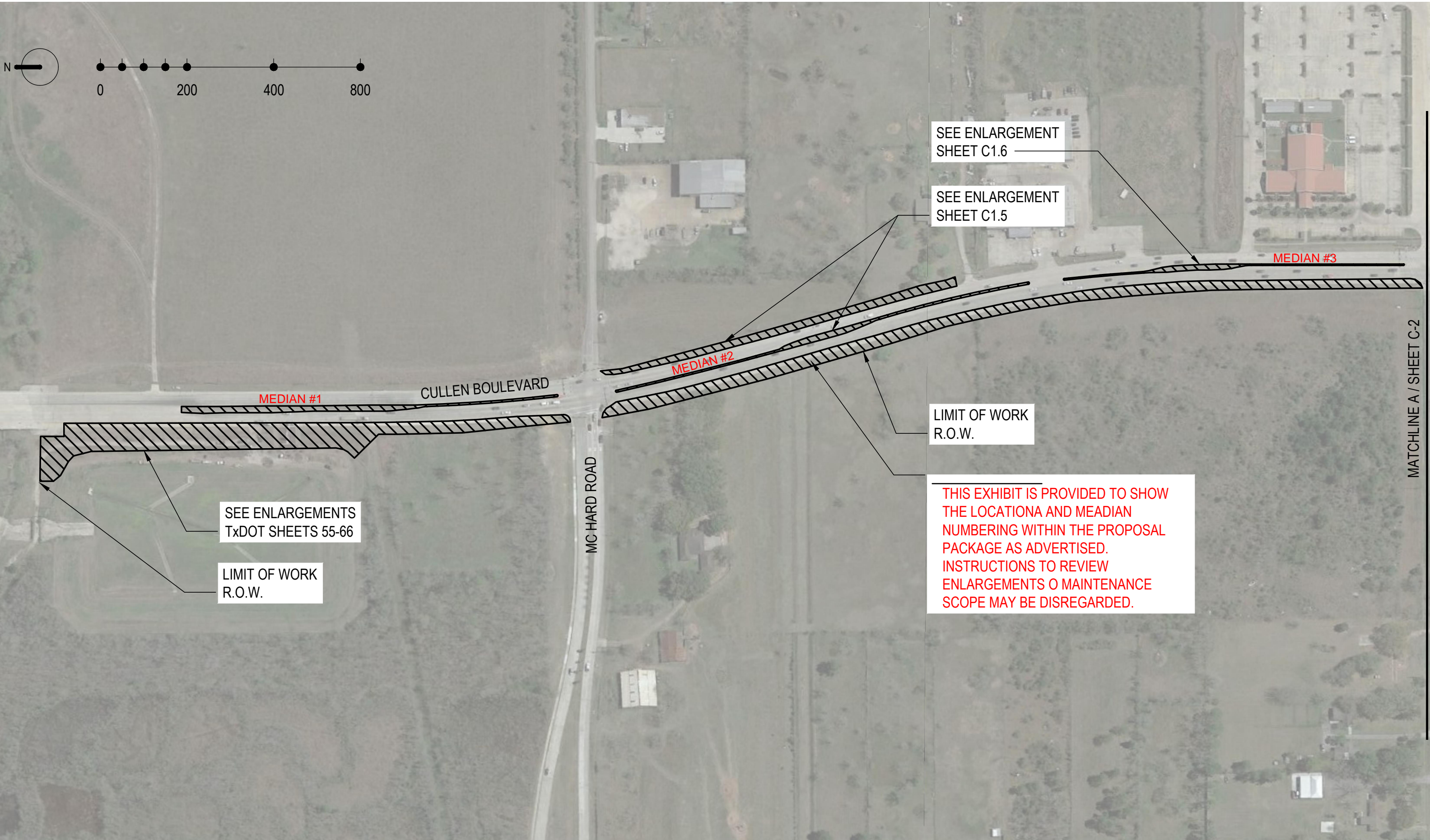
## **V. EXHIBITS**

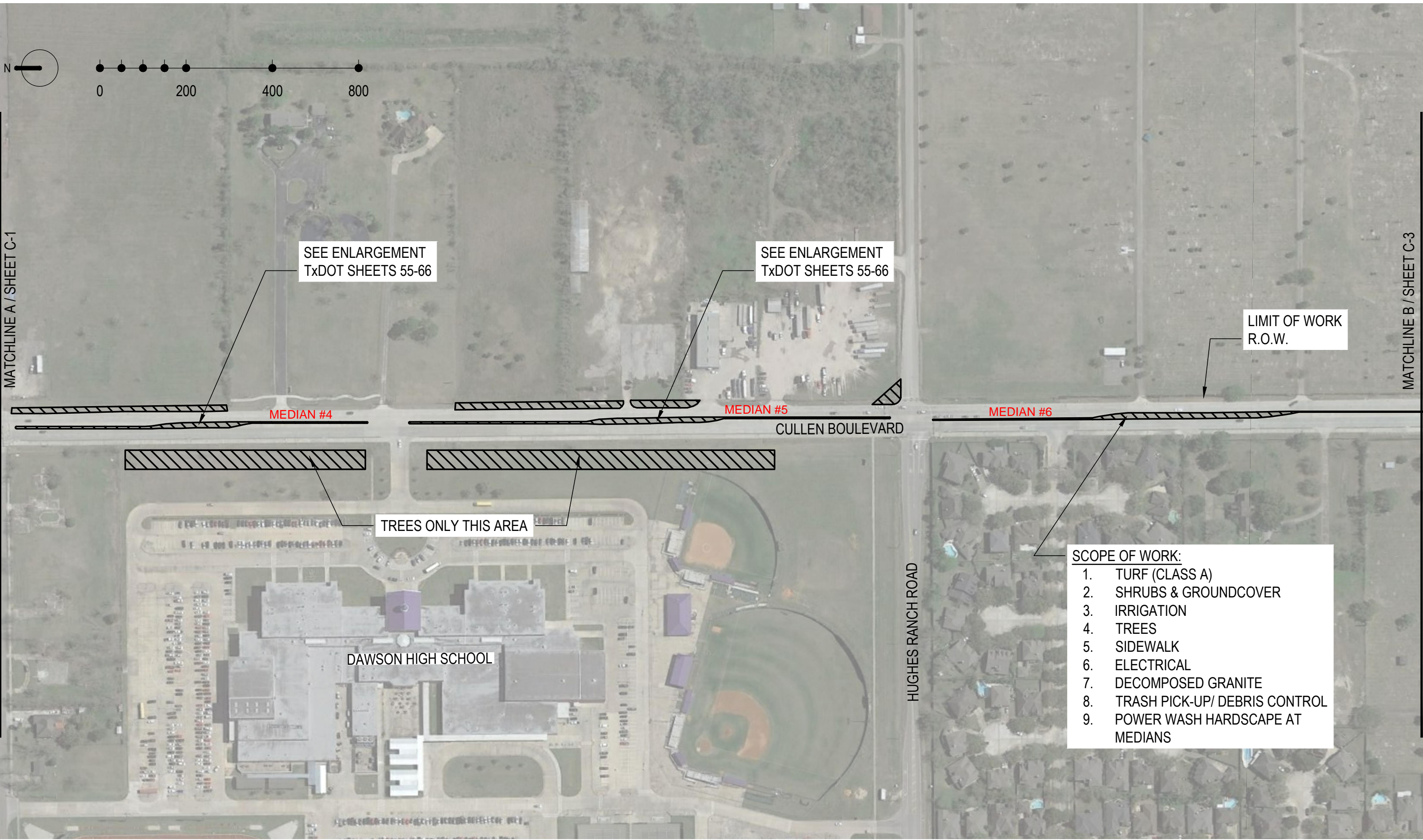
- A. Unit Cost Work Sheet
- B. Diagrams
  - 1. Cullen Pkwy Median Aerial Map (for Location and Median Numbering)
  - 2. Median Planting & Sod Layout
  - 3. Median Planting Detail

## Cullen Pkwy Median Plant Replacement Sod Installation

RFP# 2023-01

| Item No.                             | Item (See RFP#2023-01 for specified plants, treatments, soils, grasses and all other specified requirements. | Qty   | Unit | Unit Cost | Extension |
|--------------------------------------|--|-------|------|-----------|-----------|
| 1                                    | SWPPP (Installation, Maintenance, and REMOVAL)   | 1     | LS   |           |           |
| 2                                    | Traffic Control  | 1     | LS   |           |           |
| 3                                    | Fertilization/Herbicide of new sod and plant material  | 1     | LS   |           |           |
| 4                                    | Tree Protection (trees closest to nose on each end)  | 10    | Each |           |           |
| 5                                    | Plant Material Removal (all median noses)  | 5,252 | SqFt |           |           |
| 6                                    | Irrigation Reconfiguration (from Drip to Spray)  | 4,584 | SqFt |           |           |
| 7                                    | Additional Topsoil/Mulch (as needed)   | 1,528 | SqFt |           |           |
| 8                                    | Sod (Median 4 - North and south noses)   | 912   | SqFt |           |           |
| 9                                    | Sod (Median 5 - North and south noses)   | 860   | SqFt |           |           |
| 10                                   | Sod (Median 6 - North and south noses)   | 1,024 | SqFt |           |           |
| 11                                   | Flax Lily, 3 gal. (Median #7 - replace Asian Jasmine)  | 446   | SqFt |           |           |
| 12                                   | Lantana, 3 gal. (Median #7 infill existing)  | 173   | SqFt |           |           |
| 13                                   | Median 7 Irrigation Repairs & New Installation   | 669   | SqFt |           |           |
| Total for Base Bid (Medians #4 - #7) |  |       |      |           |           |
| Alt 1                                | Sod (Median 2 - North and south noses)   | 873   | SqFt |           |           |
|                                      | Traffic Control  | 1     | LS   |           |           |
|                                      | Fertilization/Herbicide of new sod and plant material  | 1     | LS   |           |           |
|                                      | Tree Protection (trees closest to nose on each end)  | 2     | Each |           |           |
|                                      | Plant Material Removal (all median noses)  | 873   | SqFt |           |           |
|                                      | Irrigation Reconfiguration (from Drip to Spray)  | 1     | LS   |           |           |
|                                      | Additional Topsoil/Mulch (as needed)   | 1     | LS   |           |           |
| Alt 1 Total (Median #2)              |  |       |      |           |           |
| Alt 2                                | Sod (Median 3 - North and south noses)   | 915   | SqFt |           |           |
|                                      | Traffic Control  | 1     | LS   |           |           |
|                                      | Fertilization/Herbicide of new sod and plant material  | 1     | LS   |           |           |
|                                      | Tree Protection (trees closest to nose on each end)  | 2     | Each |           |           |
|                                      | Plant Material Removal (all median noses)  | 915   | SqFt |           |           |
|                                      | Irrigation Reconfiguration (from Drip to Spray)  | 1     | LS   |           |           |
|                                      | Additional Topsoil/Mulch (as needed)   | 1     | LS   |           |           |
| Alt 1 Total (Median #3)              |  |       |      |           |           |





SEE ENLARGEMENT  
TxDOT SHEETS 55-66

SEE ENLARGEMENT  
TxDOT SHEETS 55-66

LIMIT OF WORK  
R.O.W.

MEDIAN #4

MEDIAN #5

MEDIAN #6

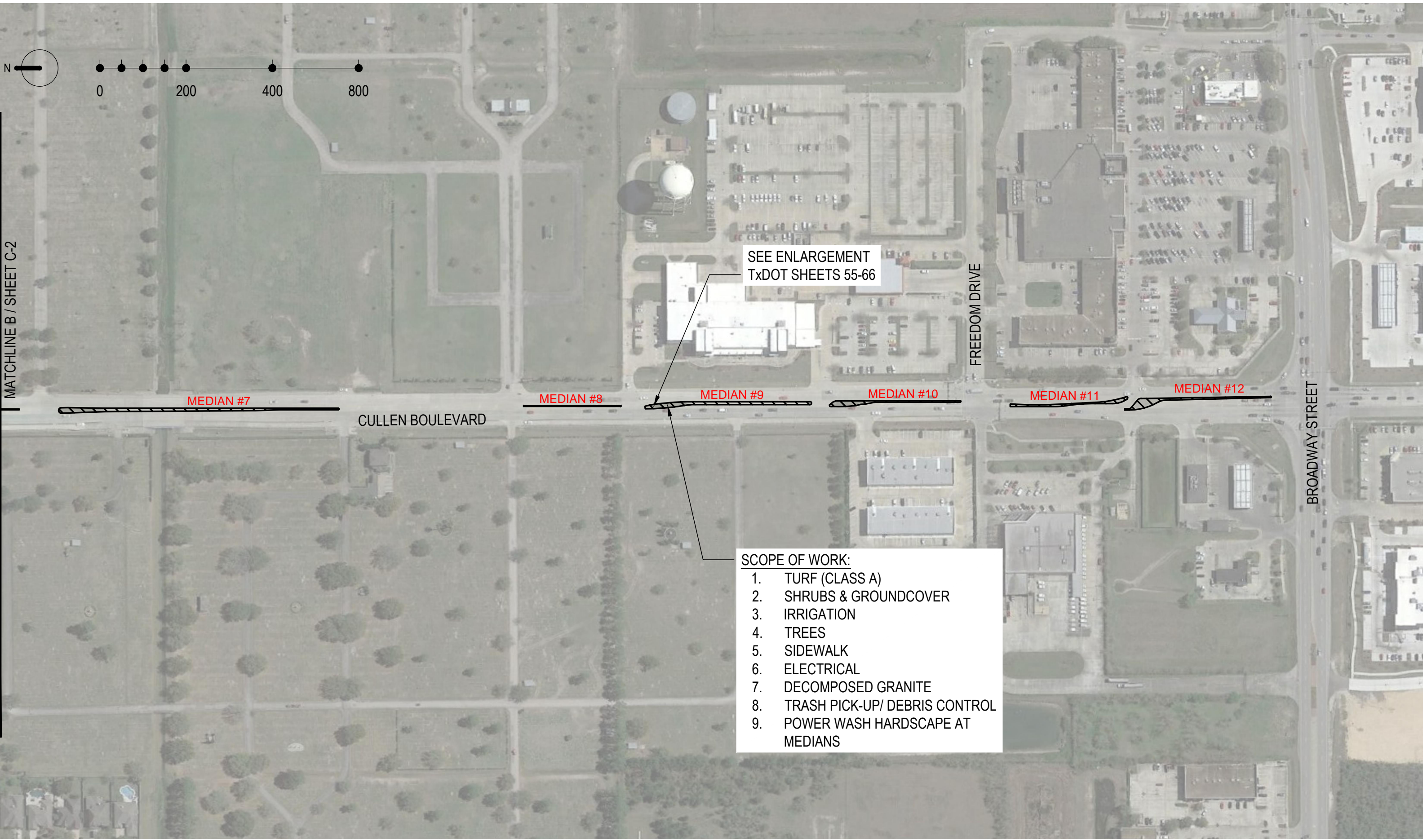
CULLEN BOULEVARD

TREES ONLY THIS AREA

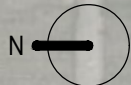
DAWSON HIGH SCHOOL

HUGHES RANCH ROAD

- SCOPE OF WORK:**
1. TURF (CLASS A)
  2. SHRUBS & GROUND COVER
  3. IRRIGATION
  4. TREES
  5. SIDEWALK
  6. ELECTRICAL
  7. DECOMPOSED GRANITE
  8. TRASH PICK-UP/ DEBRIS CONTROL
  9. POWER WASH HARDSCAPE AT MEDIANS



MATCHLINE B / SHEET C-2



0 200 400 800

SEE ENLARGEMENT  
TxDOT SHEETS 55-66

MEDIAN #7

CULLEN BOULEVARD

MEDIAN #8

MEDIAN #9

MEDIAN #10

FREEDOM DRIVE

MEDIAN #11

MEDIAN #12

BROADWAY STREET

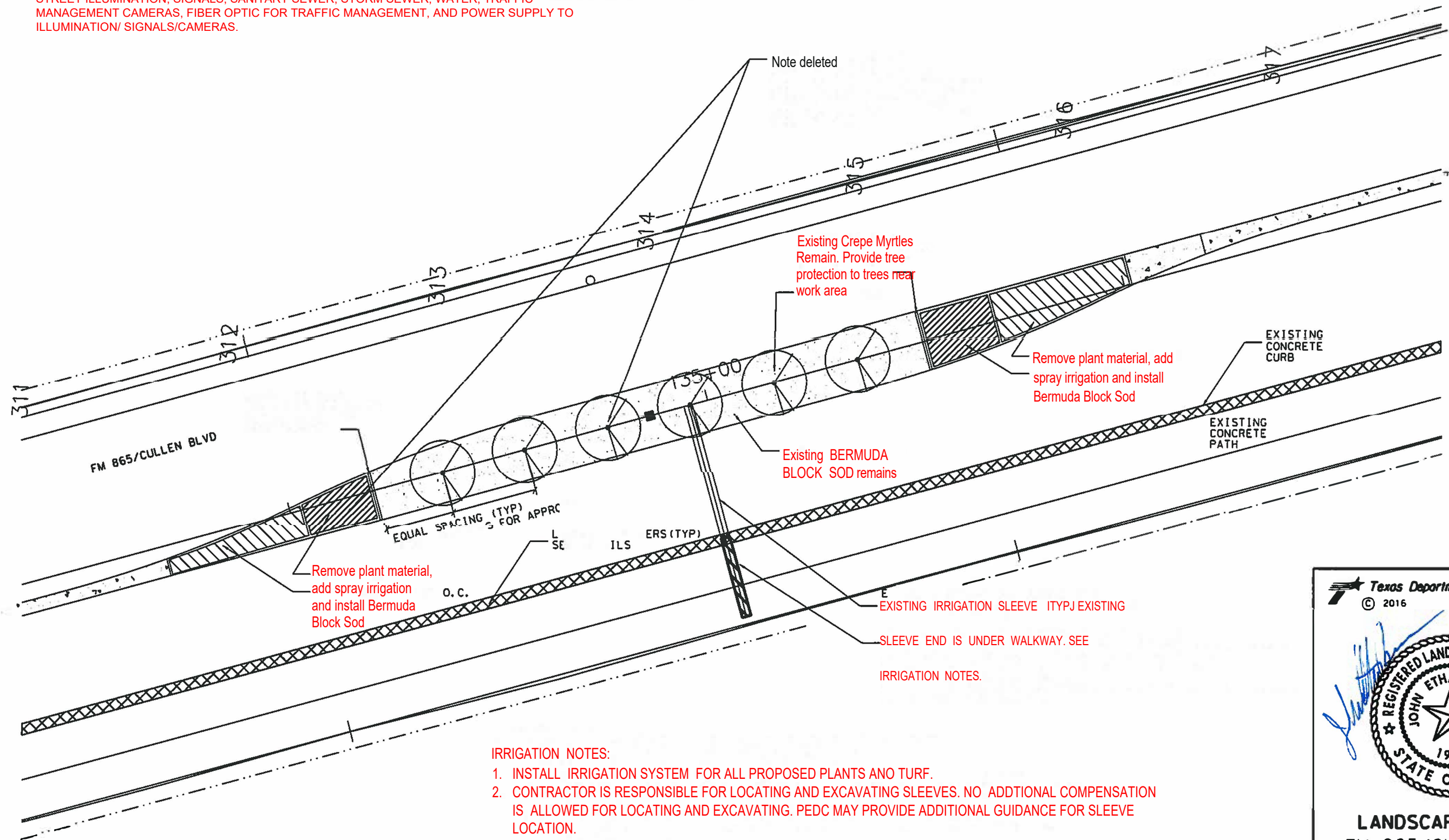
**SCOPE OF WORK:**

1. TURF (CLASS A)
2. SHRUBS & GROUNDCOVER
3. IRRIGATION
4. TREES
5. SIDEWALK
6. ELECTRICAL
7. DECOMPOSED GRANITE
8. TRASH PICK-UP/ DEBRIS CONTROL
9. POWER WASH HARDSCAPE AT MEDIANS

**UTILITY NOTES:**

1. CONTRACTOR IS REQUIRED TO CONTACT STATEWIDE ONE CALL PER STATE TO LAW.
2. CONTRACTOR IS REQUIRED TO CONTACT CITY OF PEARLAND AND TXDOT TO LOCATE CITY AND TXDOT UTILITIES ON THE ONE CALL SYSTEM. UTILITIES INCLUDE BUT ARE NOT LIMITED TO: STREET ILLUMINATION, SIGNALS, SANITARY SEWER, STORM SEWER, WATER, TRAFFIC MANAGEMENT CAMERAS, FIBER OPTIC FOR TRAFFIC MANAGEMENT, AND POWER SUPPLY TO ILLUMINATION/ SIGNALS/CAMERAS.

**MEDIAN PLANTING & SOD LAYOUT  
CULLEN MEDIANS #2 - #6**



**IRRIGATION NOTES.**

**IRRIGATION NOTES:**

1. INSTALL IRRIGATION SYSTEM FOR ALL PROPOSED PLANTS AND TURF.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND EXCAVATING SLEEVES. NO ADDITIONAL COMPENSATION IS ALLOWED FOR LOCATING AND EXCAVATING. PEDC MAY PROVIDE ADDITIONAL GUIDANCE FOR SLEEVE LOCATION.
3. MARK LOCATIONS OF ANY AND ALL NEW BOXES, MAINLINE, VALVES, AND SYSTEM COMPONENTS FOR APPROVAL PRIOR TO INSTALLATION. CITY OF PEARLAND RIGHT-OF-WAY DEPARTMENT MUST APPROVE ALL LOCATIONS PRIOR TO INSTALLATION.
4. REPAIR OF SYSTEM SHOULD UTILIZE PRESENT CONFIGURATION OF EXISTING METERS AND BACKFLOW DEVICES, AS WELL AS OTHER SYSTEM EQUIPMENT. APPROVAL OF LANDSCAPE ARCHITECT REQUIRED FOR ANY PROBLEM SOLVING SOLUTIONS REQUIRING NEW MAJOR SYSTEM COMPONENTS
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH CITY OF PEARLAND FOR ALL INSTALLATION PERMITS AND INSPECTIONS.

**PLANTING NOTES:**

1. SEE PLANTING & ESTABLISHMENT DETAILS FOR PLANT SPECS AND REQUIREMENTS
2. IRRIGATION SYSTEM MUST BE FUNCTIONING PRIOR TO WORK.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH CITY OF PEARLAND FOR ALL INSTALLATION PERMITS AND INSPECTIONS.

Texas Department of Transportation  
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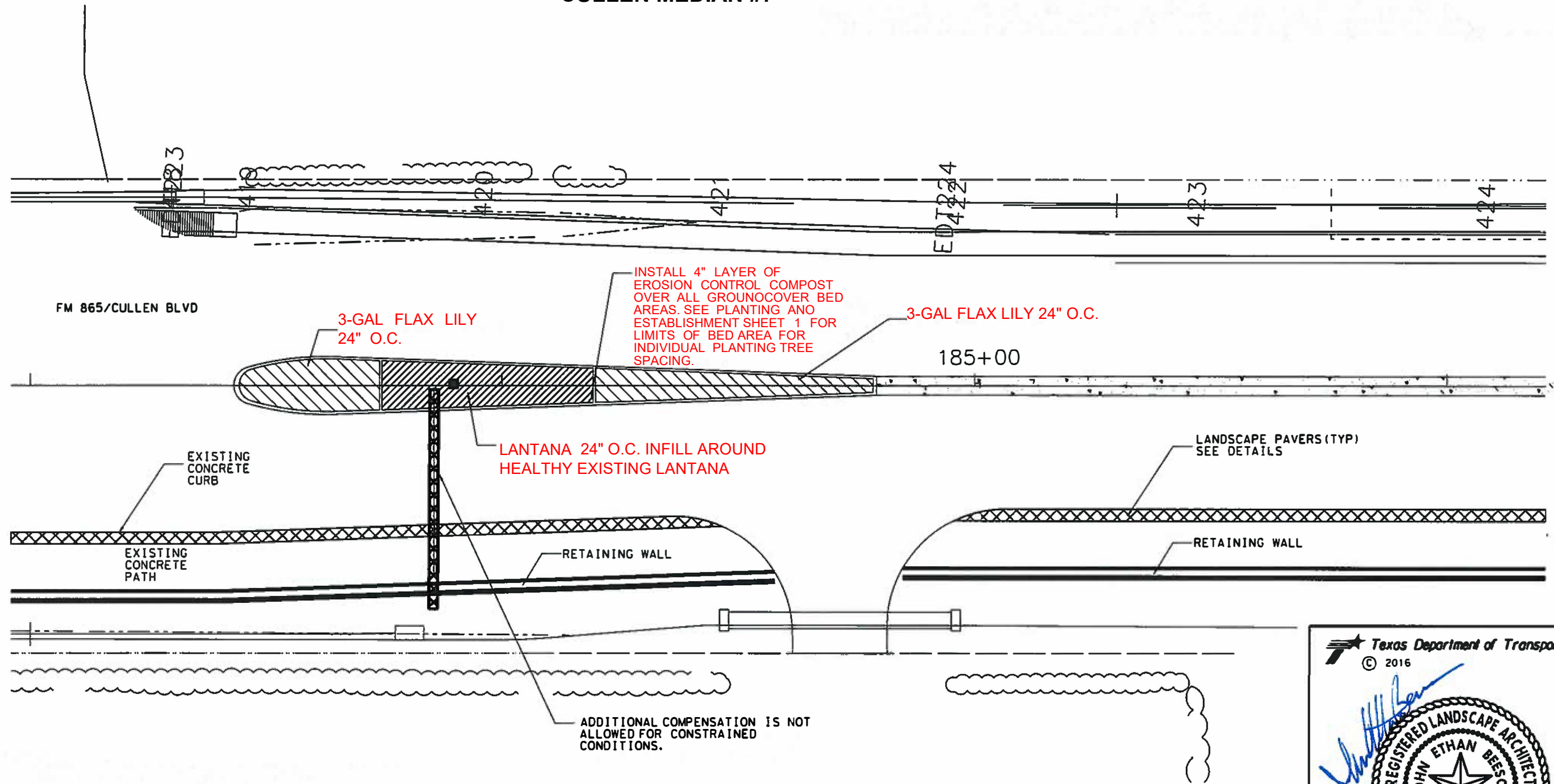
**LANDSCAPE LAYOUT**  
FM 865/CULLEN BLVD  
PEARLAND  
CSJ: 0912-31-266

SHEET 1 OF 12

|                   |             |              |
|-------------------|-------------|--------------|
| FED. NO. DIV. NO. | PROJECT NO. | SHEET NO.    |
|                   |             | 55           |
| STATE             | DISTRICT    | COUNTY       |
| TEXAS             | HOUSTON     | BRAZORIA     |
| FILE NAME:        | CONT.       | SECT.        |
|                   | 0912 31     | 301, etc     |
|                   |             | FM 2004, etc |

NOT TO SCALE

**MEDIAN PLANTING LAYOUT  
CULLEN MEDIAN #7**



**\*\*SAME PLANTING, UTILITY AND IRRIGATION NOTES AS PROVIDED FOR CULLEN MEDIANS #2 - #6 ON PAGE ABOVE.**

Texas Department of Transportation  
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*John Ethan Beson*  
REGISTERED LANDSCAPE ARCHITECT  
JOHN ETHAN BESON  
1972  
STATE OF TEXAS  
15 FEB 2016

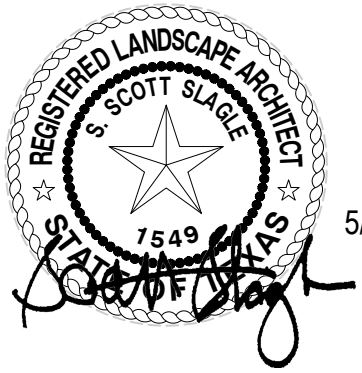
**LANDSCAPE LAYOUT**  
FM 865/CULLEN BLVD  
PEARLAND  
CSJ: 0912-31-266  
SHEET 10 OF 12

|                   |             |                       |
|-------------------|-------------|-----------------------|
| FED. RD. DIV. NO. | PROJECT NO. | SHEET NO.             |
|                   |             | 64                    |
| STATE             | DISTRICT    | COUNTY                |
| TEXAS             | HOUSTON     | BRAZORIA              |
| FILE NAME:        | EDMT. SECT. | JOB HIGHWAY NO.       |
|                   | 0912 31     | 301, etc FM 2004, etc |



NOT TO SCALE

SEAL



5/16/2018

ISSUE

|                        |            |
|------------------------|------------|
| 100% DD                | 06.22.2017 |
| 50% CD                 | 10.20.2017 |
| FOR PERMIT             | 12.07.2017 |
| PERMIT REVISION        | 04.13.2018 |
| ISSUE FOR BID          | 05.16.2018 |
| ISSUE FOR CONSTRUCTION | 08.06.2018 |

LEGEND

NOTES

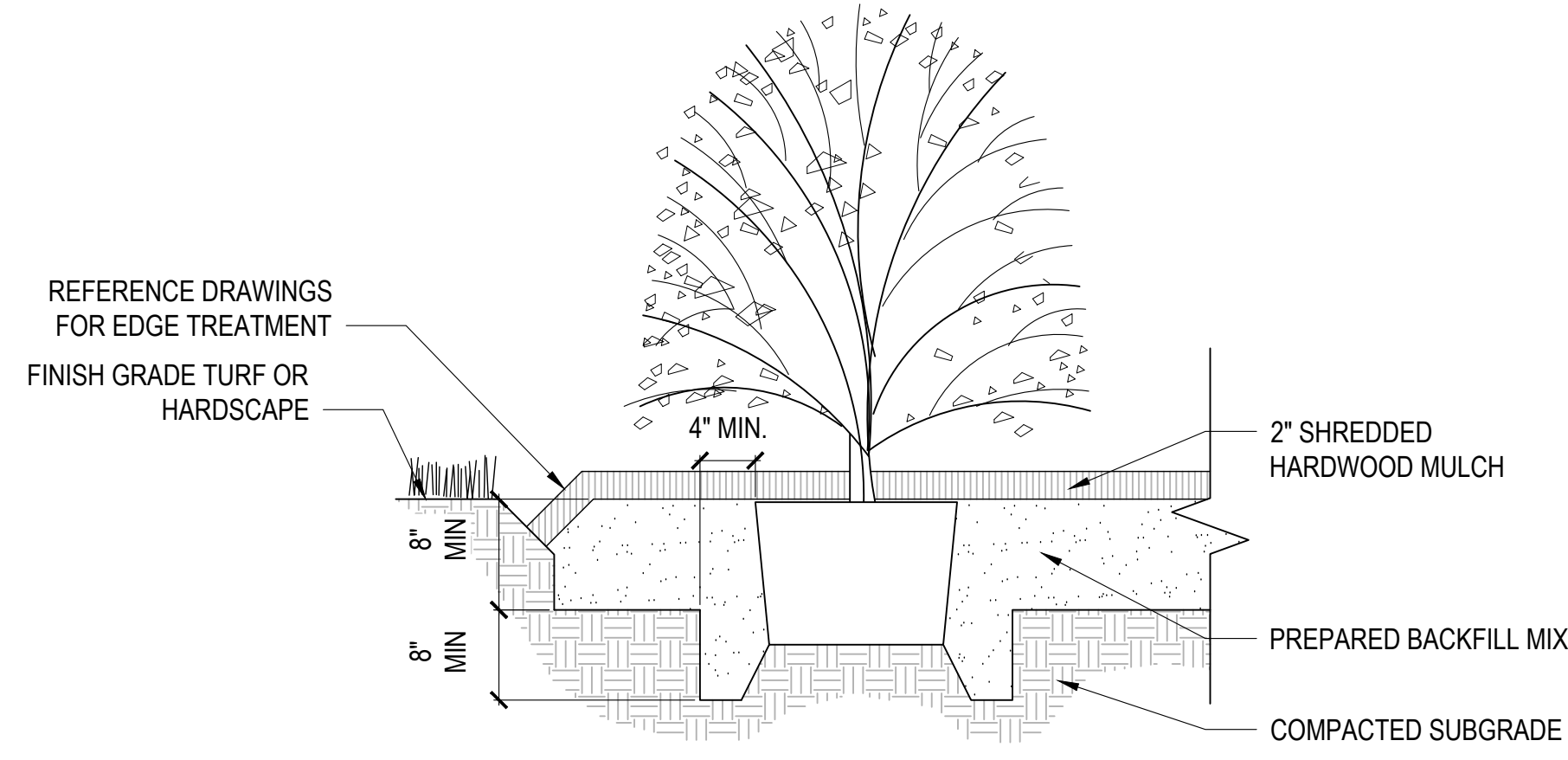
- PLANTING LAYOUT NOTES:
- LAYOUT FIRST ROW AT WALKS, CURBS AND OTHER STRUCTURES WITH SPECIFIED ON CENTER SPACING. ALTERNATE SUBSEQUENT ROWS WITH TRIANGULAR SPACING UNLESS OTHERWISE NOTED AS SQUARE SPACING.
  - IF PLANT COUNT DOES NOT LAYOUT IN THE BED WITH ON CENTER SPACING, NOTIFY LANDSCAPE ARCHITECT. DO NOT CROWD PLANTS.
  - PLANTING ROWS SHOULD RESPOND TO CURVATURE OF PLANTING BED PERIMETER, WHEN APPLICABLE.
  - 60-75% OF ON CENTER SPACING AS APPROPRIATE TO SPECIES

**SH 35 GATEWAY & CORRIDOR**  
PEARLAND, TX

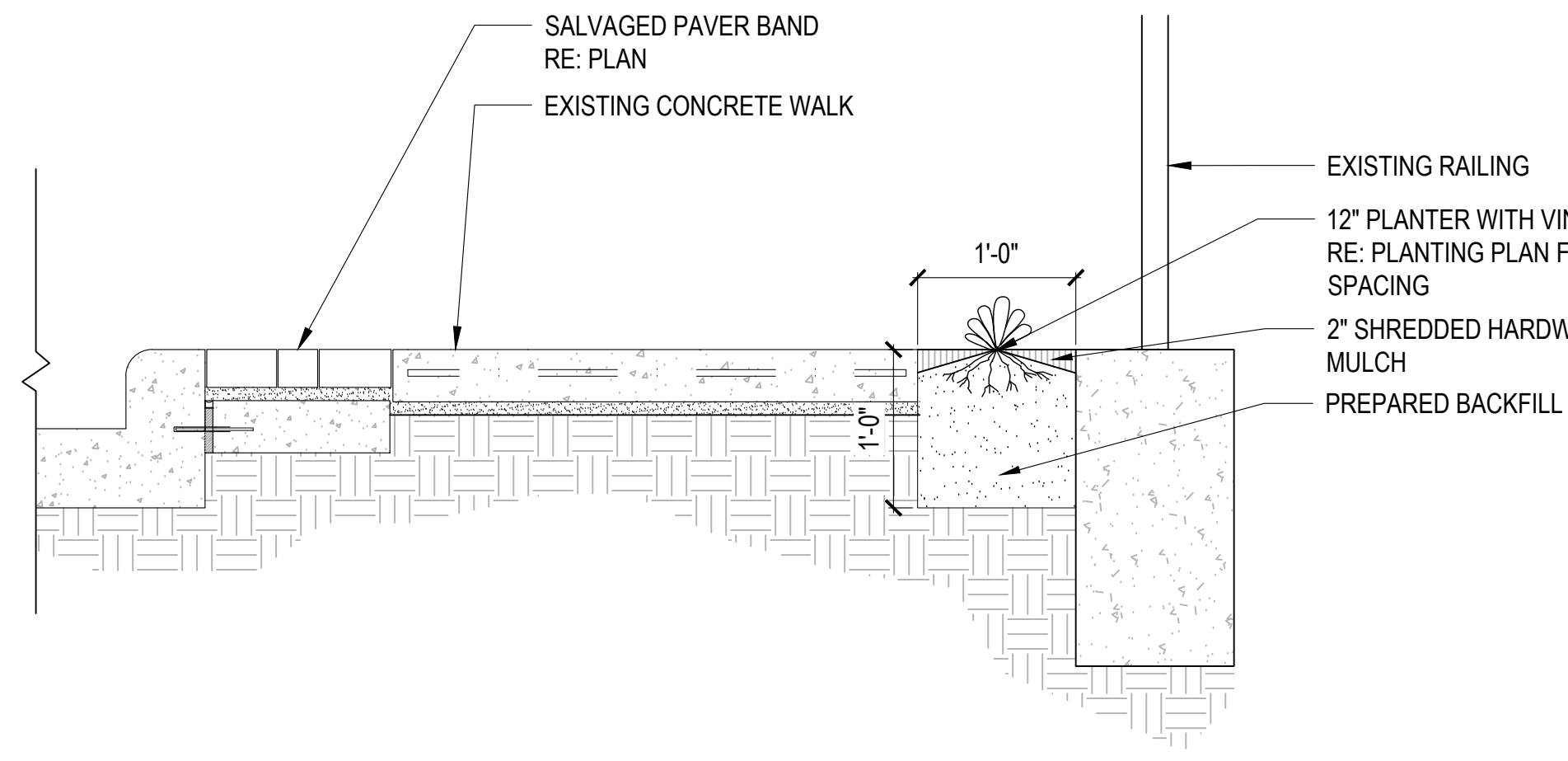
PLANTING DETAILS & NOTES

DRAWN BY: BMW  
CHECKED BY: SSS  
DATE: 01.29.2018  
SCALE: VARIES  
PROJECT #: 115-052

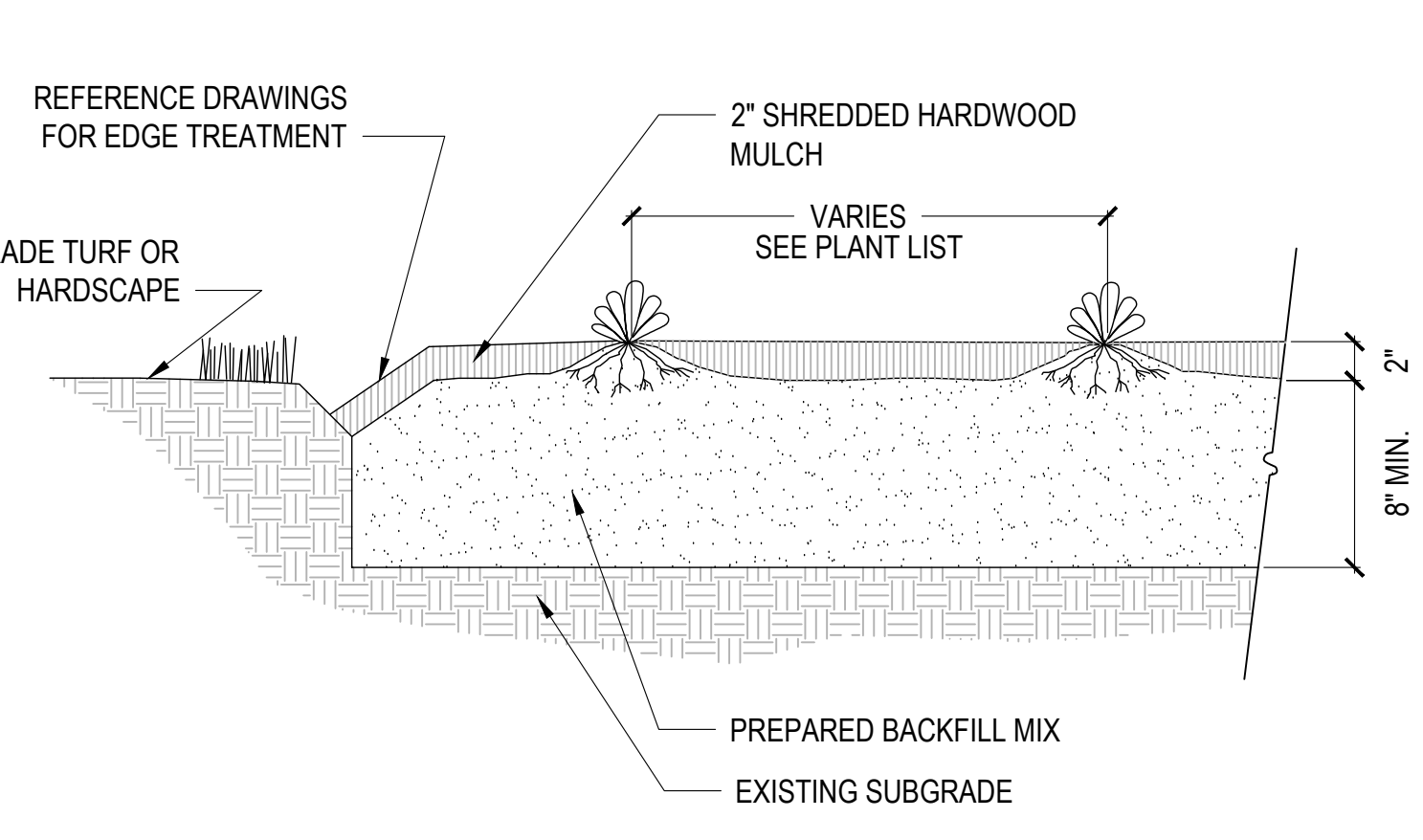
SHEET  
**L4.20**



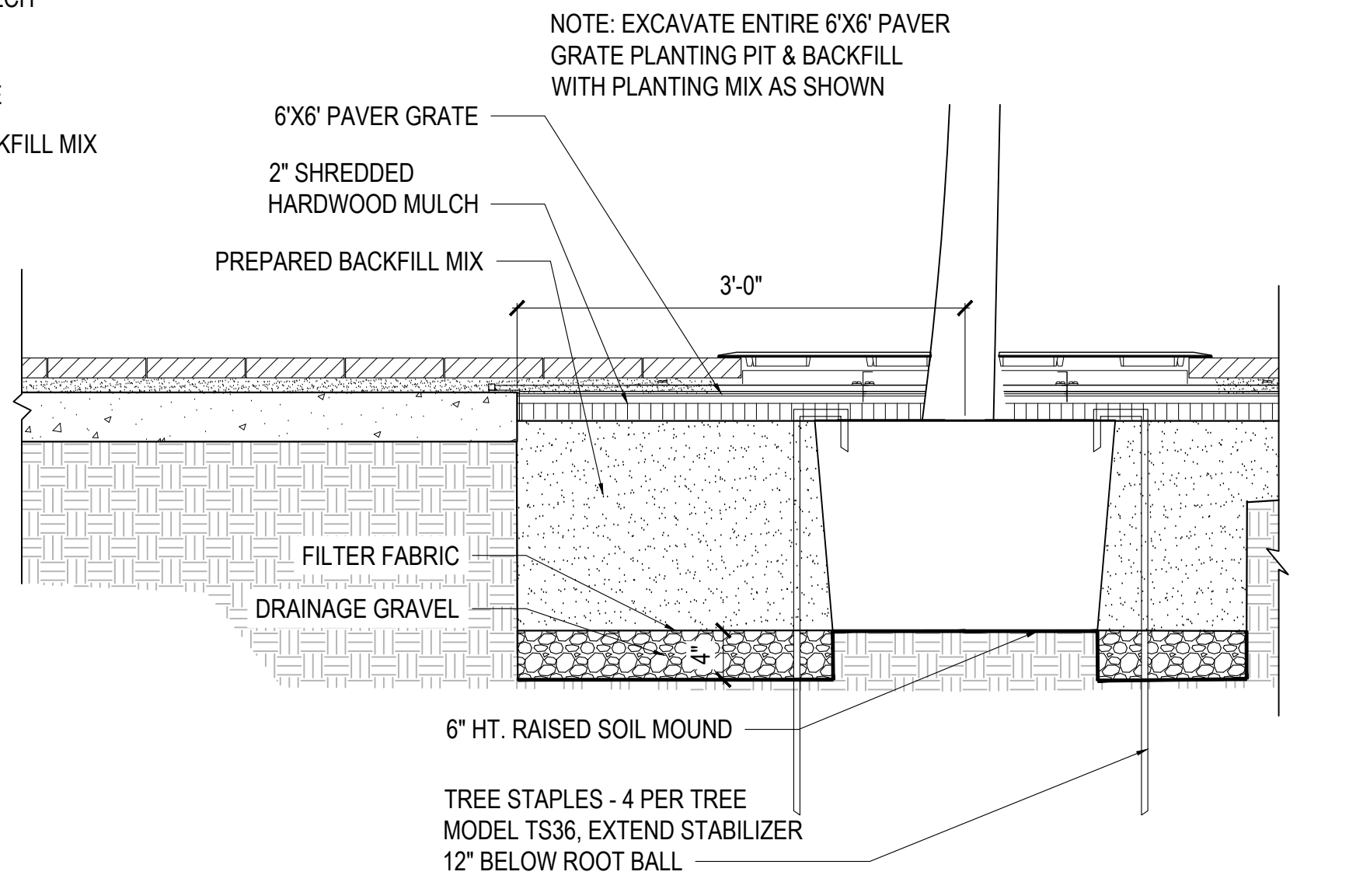
**D** SHRUB - 8 IN. EXCAVATION/BACKFILL  
SECTION  
1"=1'-0"



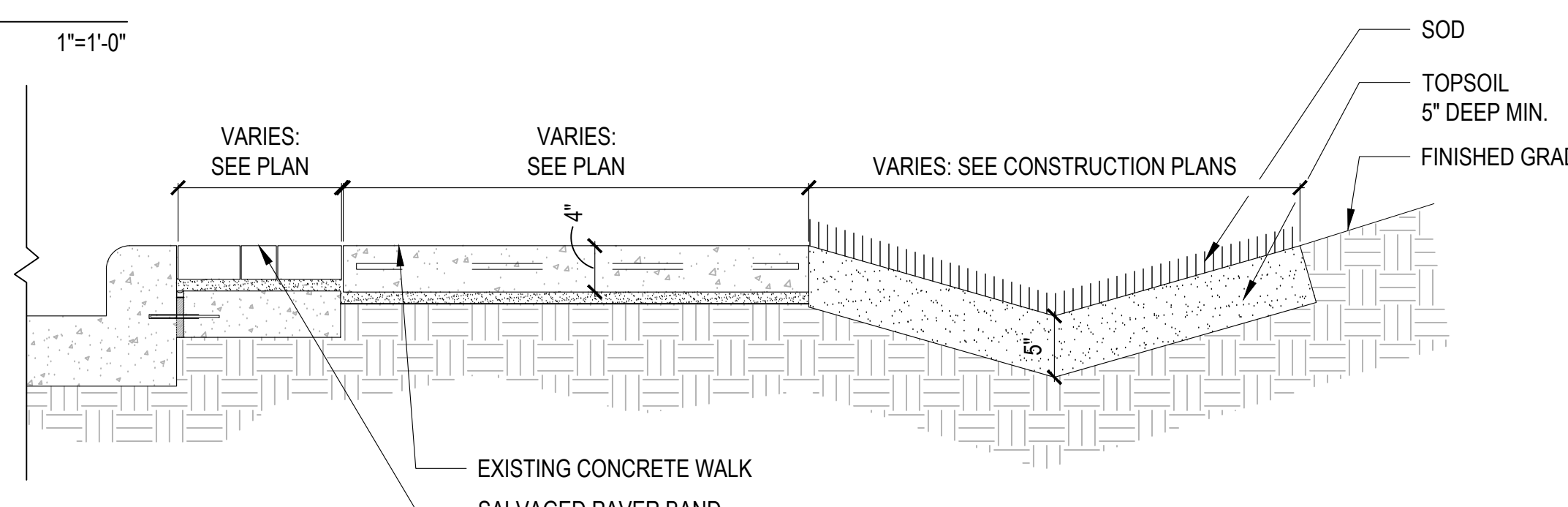
**C** CLIMBING VINE @ PLANTER @ RAIL  
SECTION  
1"=1'-0"



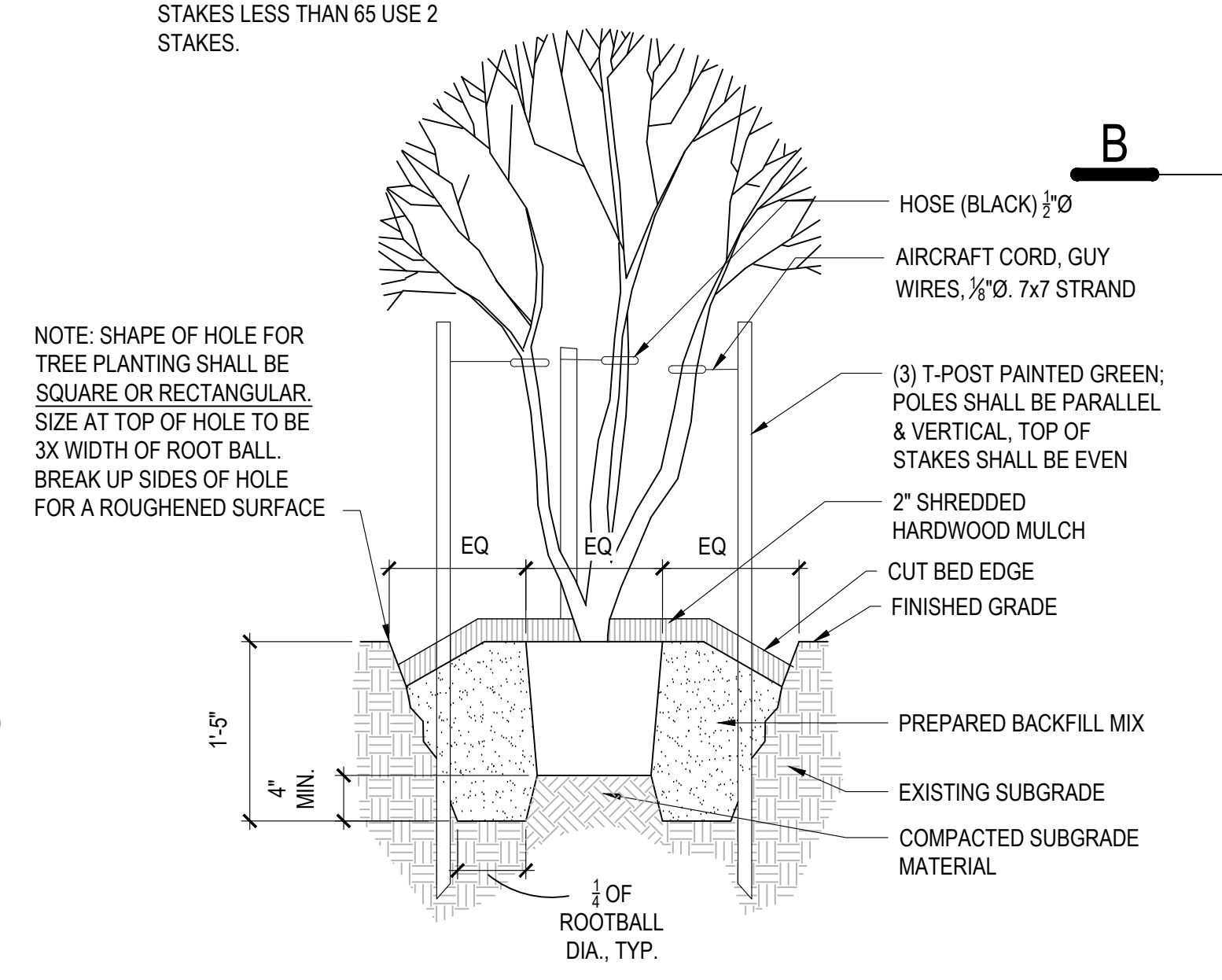
**G** GROUND COVER  
SECTION  
1"=1'-0"



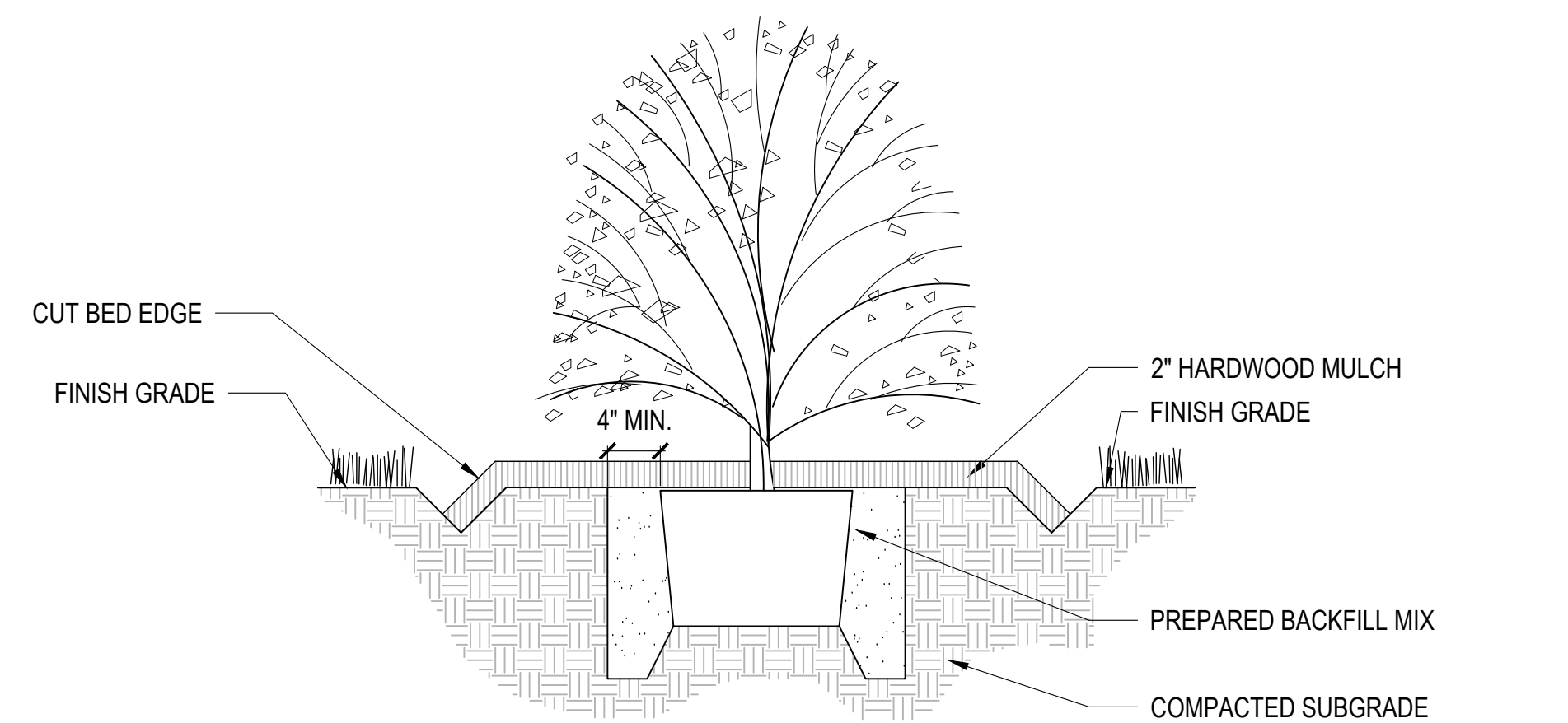
**F** PAVER TREE GRATE  
SECTION  
1"=1'-0"



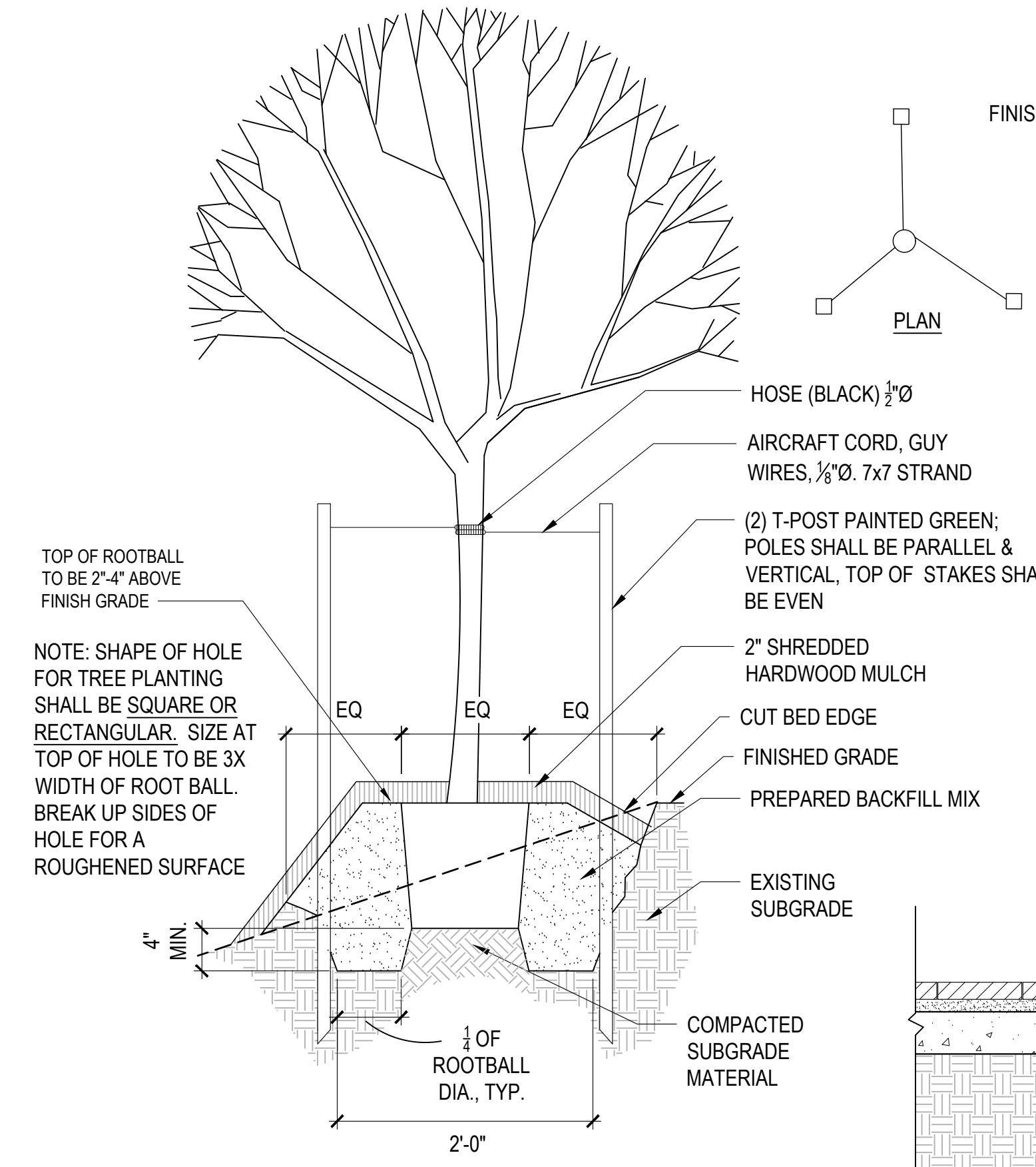
**B** DRAINAGE CHANNEL BACKFILL  
SECTION  
1"=1'-0"



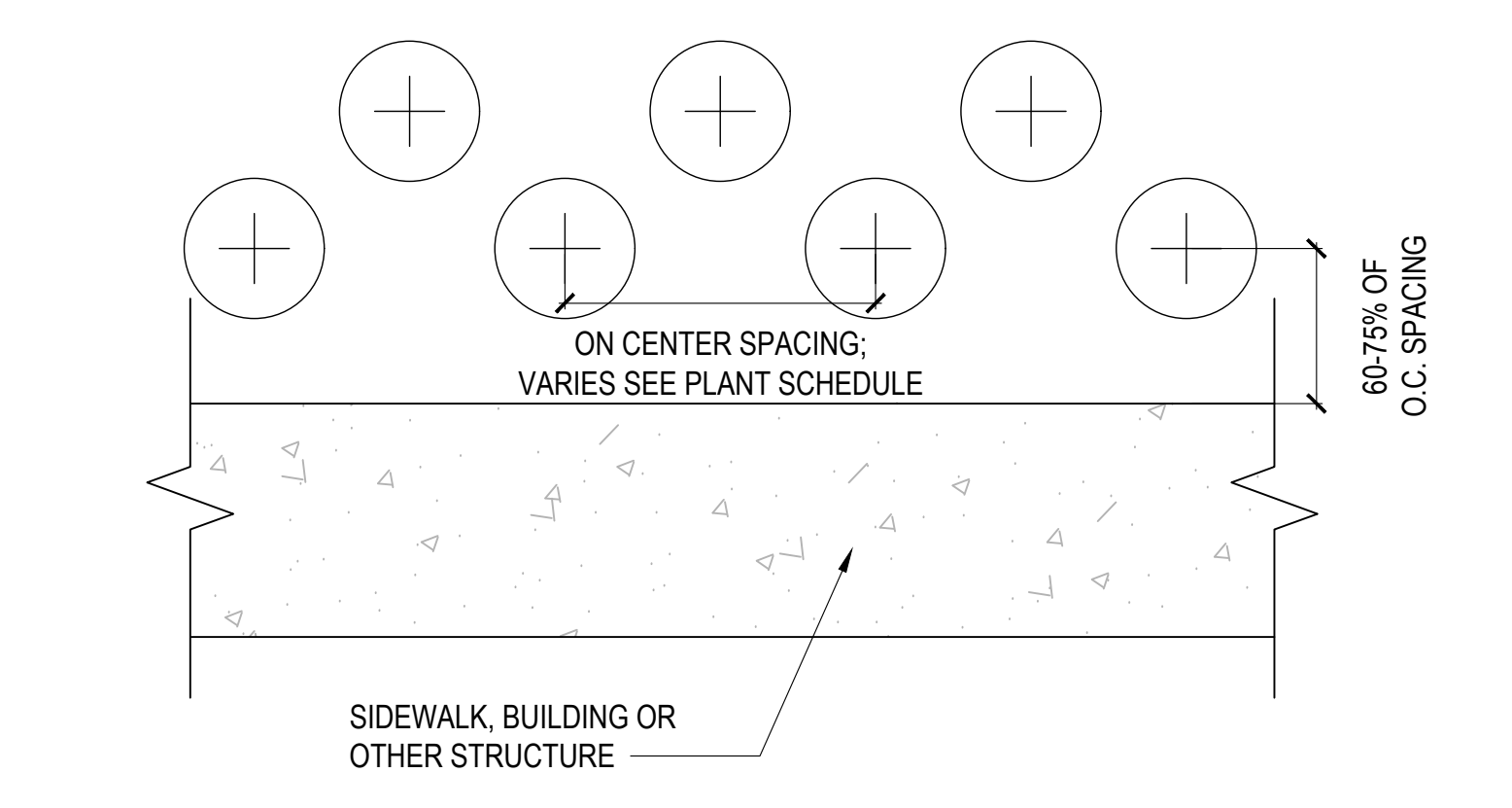
**E** MULTI-TRUNK TREE STAKING/PLANTING  
SECTION  
NTS



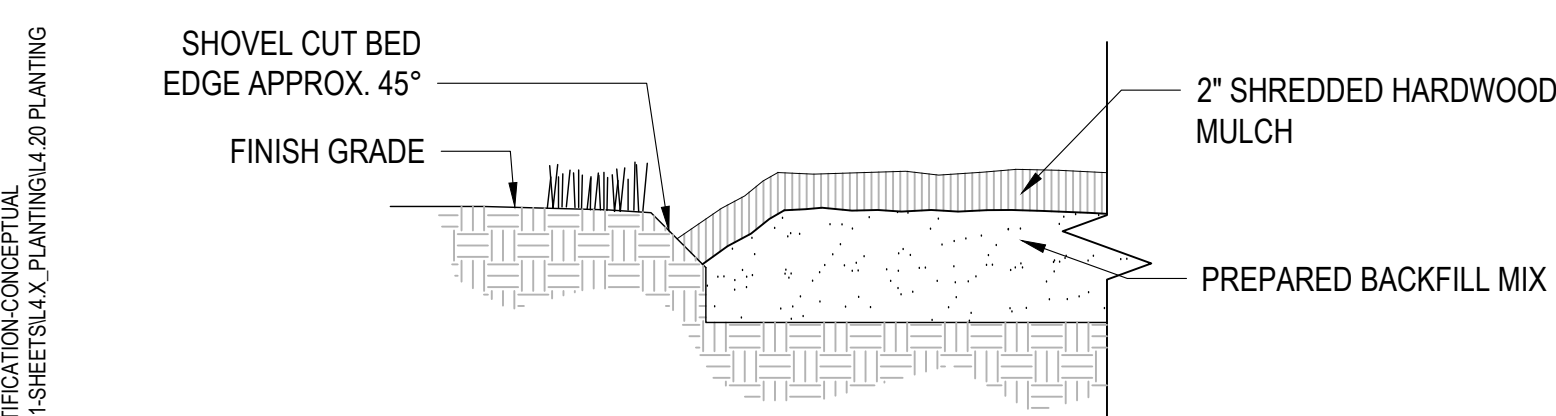
**A** POCKET PLANTED SHRUB (WHEN UNDER EXISTING TREE)  
SECTION  
1"=1'-0"



**K** TREE ON SLOPE  
PLAN/SECTION  
NTS



**G** PLANTING LAYOUT  
PLAN  
NTS



**H** CUT BED EDGE  
SECTION  
NTS

JPEARLAND SH 35 REGENERATION CONCEPTUAL 15-82626-0006-2-ADD-021 SHEETS SLLX PLANTING L4.20 PLANTING PLANDWG