



# CITY OF SAN MARCOS

PURCHASING DEPARTMENT  
CITY HALL \* 630 E. HOPKINS  
SAN MARCOS, TEXAS 78666

## CONTRACT AWARD

**ORIGINAL**

This contract is entered into between San Marcos, Texas and the contractor named below, pursuant to V.T.C.A. Local Government Code, 252.021 as amended, in accordance with the attached Terms, Conditions, and Provisions.

CONTRACT NO. & NAME	BUYER & TELEPHONE NO.:	CONTRACT DATE:
27-006-Management & Operations of the San Marcos Cemetery	Shirley Van Heuverswyn 512-393-8170	March 26, 2007
CONTRACT AMOUNT:	DELIVERY DATE OR TERM OF CONTRACT:	
\$98,725.00	April 1, 2007 through March 31, 2008	
CONTRACTOR:	AWARDED AS TO ITEMS:	
Maintenance Management 216 North Street San Marcos, TX 78666 Gene Bagwell	Total Bid	
REMARKS		
Awarded as per bid submitted in response to specification IFB 27-006		
BY EXECUTION OF THIS CONTRACT BELOW, CONTRACTOR AGREES TO ALL ITS TERMS, CONDITIONS PROVISIONS AND SPECIFICATIONS.		
SIGNATURE: <i>Gene Bagwell</i>		
PURCHASING SIGNATURE: <i>Cell Ponder (PPD, CPP3)</i>		
TYPED NAME:	TITLE:	DATE:
<i>Owner</i>	PURCHASING MANAGER	March 26, 2007
TITLE:	DATE:	PAGE OF PAGE
<i>Gene Bagwell</i>	<i>3/28/07</i>	

### 3. TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

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1. **DEFINITIONS:** In this contract:

- A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid and competing for award of a contract.
- C. City means the City of San Marcos, Texas.
- D. City Council means the duly elected members of the City Council of the City.
- E. City Manager means the duly appointed City Manager of the City.
- F. Contract means the contract awarded pursuant to this solicitation.
- G. Contractor means the bidder to which a contract award has been made by the City.
- H. County means Hays County, State of Texas.
- I. HUB has the meaning given by State law (Art. 601b, V.T.C.S.).
- J. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor authorization to ship goods pursuant to the contract.
- K. Purchasing Manager means the Purchasing Manager of the City.
- L. Small Business means a corporation, partnership, sole proprietorship or other legal entity established for the purpose of making a profit, which is independently owned and operated, has either fewer than one hundred (100) employees, or less than one million dollars (\$1,000,000.00) in annual gross receipts.
- M. Texas Resident Bidder means a bidder whose principal place of business is in this state, and includes a bidder whose ultimate parent company or majority owner has its principal place of business in this state.

2. **GENERAL CONDITIONS:** Bidders will submit their bids upon the following express conditions:

- A. Bidders will thoroughly examine the specifications, supplemental conditions, and all other bid documents.
- B. Bidders will make all investigations necessary to thoroughly inform themselves regarding performance of services as required by the bid documents. No plea of ignorance as a result of failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City.
- C. Bidders are advised that City contracts are subject to all legal requirements under Local, State, and Federal statutes, ordinances, and regulations.

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### 3. CLARIFICATION OR OBJECTION TO BID DOCUMENTS:

- A. If a bidder wants a clarification of the bid documents, it must submit a written request to the Purchasing Manager. A request for clarification must be received by the Purchasing Manager no later than five (5) days prior to the scheduled bid opening.
- B. Any objections to the bid documents must be in writing and received by the Purchasing Manager no later than five (5) days prior to the scheduled bid opening.

4. **ADDENDA:** Any clarification of the bid documents will be made by an addendum. Addenda to the bid documents may be issued by the Purchasing Manager in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addendums can only be viewed and downloaded at [www.govbids.com](http://www.govbids.com) and clicking on the Texas E-Purchasing Group link.

### 5. PREPARATION OF BIDS: Bidders will prepare bids in accordance with the following:

- A. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.
- B. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
- C. Alternate bids will not be considered unless expressly authorized by the bid documents.
- D. The City is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.
- E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision (See paragraph 9 A.(3))

### 6. SUBMISSION OF BIDS:

- A. Bids and bid addenda will be enclosed in sealed envelopes and submitted to the Office of the Purchasing Manager. The name and address of the bidder, date of the bid opening and the bid name will be shown on the outside of the envelope.
- B. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected. Facsimile bids will not be accepted, but a bid already received may be amended by facsimile if the amendment is received prior to the time and date set for the bid opening and specific bid prices are not disclosed in the amendment.
- C. Each bidder agrees that its price will remain firm and subject to acceptance by the City for a period of 60 calendar days from the bid opening date.

7. **WITHDRAWAL OF BIDS:** A bidder may withdraw a bid only by a written request received by the Purchasing Manager prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

8. **LATE BIDS OR AMENDMENTS:** Bids and amendments received after the time set for the bid opening will not be considered.

### 9. REJECTION OF BIDS:

- A. The City may reject a bid if:
  - (1) the bidder misrepresents or conceals any material fact in the bid;
  - (2) the bid does not strictly conform to the bid documents;
  - (3) the bidder is delinquent in the payment of taxes to any political jurisdiction; or
  - (4) it is deemed in the best interest of the City to do so.
- B. The City will not be responsible for costs incurred in the preparation of a bid or to contract for its contents.
- C. The City reserves the right to waive any minor informalities or irregularities in any bid.

10. **ACCEPTANCE OF BID:** Upon acceptance of a bid by City Council and issuance of a Contract Award by the Purchasing Manager, the successful bidder will perform the services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.

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**11. AWARD OF CONTRACT:**

- A. The City will award the contract to the lowest responsible bidder or will reject all bids. In situations where identical low bids are received from responsible bidders, the City will:
  - (1) decide between the two by the drawing of lots in a manner prescribed by the City Manager; or
  - (2) if only one of the bidders submitting identical bids is a resident of the city, the city must select that bidder. A bidder is a resident of the city if the principal place of business of the bidder is located within the San Marcos city limits.
- B. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid. Bidders are not required to bid on all items in order to be considered responsive. Prior to making multiple awards, the City will consider the administrative expense involved. The City will only make multiple awards if they result in a minimum savings of \$250.00. The City reserves the right to award a contract so that the maximum possible savings are achieved. Multiple awards will be made only when necessary to obtain all required services, when savings offset the administrative expense, or as otherwise determined to be in the best interest of the City.
- C. A contract award attached to the bid documents, including the bid sheet of the successful bidder, signed by the Purchasing Manager and returned to the successful bidder results in a binding contract without the necessity for further action by either party. The contract time will commence to run on the date of the issuance of a contract award.
- D. State law (§2252.001 Texas Government Code) prohibits award to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located. This provision does not apply to a contract involving federal funds.
- E. In purchasing any real property or personal property that is not affixed to real property, if the city receives one or more bids from local bidders, and the bids are within three percent of the lowest responsible bid received by the city from a nonresident bidder, the city council may award the contract to the lowest responsible bidder who is a local bidder, if the city council determines in writing that the local bidder offers the city the best combination of contract price and additional economic development opportunities for the city created by the contract award including the employment of local residents, and increased tax revenues to the City.

**12. TECHNICAL REPRESENTATIVES:** Any advice, approvals, or instructions given by the City's staff, technical personnel or other representatives to any bidder are expressions of personal opinion only and do not alter or amend the bid documents unless included in an addendum.

**13. RIGHT TO ASSURANCE:** Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made and no such assurance is received within 5 working days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**14. WARRANTY OF PRICE:** The City will pay the price for services specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices for its performance of the services covered by this contract for others under similar conditions.

**15. PATENTS, INDEMNIFICATION, AND INFRINGEMENT:** The Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees against all claims, suits, demands, or damages for alleged or actual infringement of patents, copyrights, or trademarks by the services furnished hereunder.

**16. PROTESTS:** Any protest to the City's consideration of any bid must be submitted in writing and received by the Purchasing Manager no later than 5 calendar days after bid opening. A written reply to the protest will be sent to the protesting bidder by the Purchasing Manager.

**17. DISPUTES AND APPEALS:**

- A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.
- B. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the City Council, through the Purchasing Manager, within 5 days from the bidder's receipt of a reply to the protest. The decision of City Council is final and conclusive, and binding on all parties concerned.
- C. The Contractor will continue performance of the contract during all disputes with the City. The timely performance of services must not be delayed or postponed pending resolution of any disputes, except as the Contractor and the City may otherwise agree in writing.

**18. PAYMENTS:**

- A. Payment for completed services will be made upon acceptance of the services and submission of an invoice to the address below for orders placed by the Purchasing Manager, or as placed by other authorized city departments.

City of San Marcos, Attn: (User Department), 630 East Hopkins, San Marcos, Texas 78666

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- B. For purposes of payment, time will begin upon the satisfactory performance of services or submission of an acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the City prior to contract award.
- C. At a minimum, invoices will include: (1) name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address, (2) the purchase order number, (3) accurate description of services rendered (4) applicable unit prices, total prices, and total invoice amount, and (5) any additional payment information called for by the contract.
19. **PROMPT PAYMENT ACT:** The City will comply with State law (Chapter 2251, Texas Government Code) as amended, regarding payments under this contract.
20. **DISCOUNTS:** Prompt payment discounts will not be considered in determining low bids and making awards.
21. **GRATUITIES:**
- A. The City may terminate this contract if the City's Ethics Review Commission finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of the contract.
- B. In the event this contract is terminated under this section, the City may collect, in addition to any other damages or remedies to which it may be entitled by law, exemplary damages in an amount not less than three (3) nor more than ten (10) times the value of the gratuity offered or given to any city officer or employee.
22. **OFFICIALS NOT TO BENEFIT:** If a member of the City Council or any city employee has a financial interest in a company, the City may not engage the company for the performance of services. If an officer of the City, other than a City Council member or city employee has an ownership interest in a company, then the City may not enter into contracts with that company exceeding a cumulative amount of \$7,500.00 annually. Contracts made by the City in violation of these restrictions are voidable by the City Manager or the City Council.
23. **ASSIGNMENT FOR FINANCING PURPOSES:** If this contract provides for payments by the City exceeding \$5,000.00, the Contractor may request in writing that payments due or to become due to the Contractor be assigned to a bank or other financing institution, provided that prior written approval is obtained through the Purchasing Manager, and payment by the City is made only to one party. Any assignment not in conformance with this provision will be null and void as to the City. A fee of \$100.00 per contract, per request, will be charged the Contractor for administrative costs in processing each assignment under this Paragraph. Upon payment of such fee to the City, the contract will be modified to reflect the changed payee name and address.
24. **DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF:** The Contractor will not, without written consent of the City, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The City may set-off against the amount payable to any person under this contract any claim or charge it may have against the Contractor.
25. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by both parties.
26. **CHANGE OF NAME:** The Contractor is responsible for the performance of this contract. In the event the Contractor changes its name, the Purchasing Manager must be notified in writing immediately. No change in the obligation of the Contractor will be recognized until such change is approved by the Purchasing Manager. A fee of \$100.00 per contract, payable to the City, will be charged the Contractor for administrative costs in processing each change under this provision. The contract will then be modified to reflect the change.
27. **FORCE MAJEURE:** In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.
28. **TERMINATION FOR DEFAULT:** Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.
29. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to services received by the City in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.
30. **HUB POLICY:** It is the City's policy that in regard to any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUB's") will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The bidder warrants that upon execution of a contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, disability, or national origin and will submit reports as the City may thereafter require to assure compliance.

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31. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this contract, the inconsistency will be resolved by giving precedence in the following descending order:

- A. the bid sheet;
- B. the specifications;
- C. the supplemental conditions;
- D. the terms and conditions of Invitation for Bids (IFB)
- E. other provisions, whether incorporated by reference or otherwise, including any documents provided by the Contractor.

32. **CONSTRUCTION:**

- A. Except as provided otherwise, words will be given their ordinary meaning. If a word is connected and used with reference to a particular trade or subject matter or is used as a term of art, the word will have the meaning given to it in that particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. The neuter gender includes the appropriate feminine and masculine genders. The term "will" is mandatory.
- B. The headings at the beginning of the various provisions of this contract have been included in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- C. This contract will be construed under the law of the State of Texas. Exclusive venue for any litigation under this contract is in Hays County, Texas.

33. **ENTIRETY OF AGREEMENT; AMENDMENTS:** This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

34. **SEVERABILITY:** In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

35. **FUNDING:** Funds for payment of this contract have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. City Council expects this to be an integral part of future budgets to be approved during the period of this contract except for unanticipated needs or events which may prevent such payments against this contract. However, the City cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

36. **PUBLIC INFORMATION ACT:** The City of San Marcos is governed by the Texas Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

37. **NOTICES:** All notices called for or required by this agreement will be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage pre-paid or by hand delivery, and will be effective five days after mailing:

Purchasing Manager, City of San Marcos, 630 East Hopkins, San Marcos, Texas 78666

38. **QUALITY OF SERVICES:** The successful bidder expressly warrants that all services specified in this IFB will be performed by it or its subcontractors with skill, care, and diligence and in accordance with all specifications of this IFB. The successful bidder agrees to correct any deficiencies in its provision of services upon notification by the City and without additional expense to the City.

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#### 4. BID SHEET

BID NAME: CEMETERY MAINTENANCE AND OPERATION  
DUE DATE: FEBRUARY 20, 2007 AT 10:00 A.M.

Item #	Description	
#1	Price for 1 <sup>st</sup> year	\$ 98,725 <sup>xx</sup>
#2	Additional cost per cut	\$ 3,125 <sup>xx</sup>

THE UNDERSIGNED AFFIRMS THAT IT IS DULY AUTHORIZED TO SUBMIT THIS BID, THAT THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENT OF THIS BID HAS NOT BEEN COMMUNICATED TO ANY OTHER BIDDER PRIOR TO THE OFFICIAL RECEIPT OF THIS BID. THE CITY OF SAN MARCOS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

BIDDER NAME: Maintenance Management

REPRESENTATIVE'S NAME: Gene Bagwell

MAILING ADDRESS: 216 North St.  
San Marcos, TX 78666

PHONE NUMBER: 512-517-3542

AUTHORIZED SIGNATURE: Gene Bagwell



Emergency & Performance Issue Co

Gene Bagwell  
OWNER  
512-517-3543

**References:**

<b>Management and Operational References</b>			
<b>Client</b>	<b>Contact</b>	<b>Project Description</b>	<b>Project Dates</b>
City of San Marcos	Rodney Cobb, Director, PARD 1-512-393-8400	45 acre 1-municipal cemetery	1980-Present
City of Austin	Warren Struss, Director, PARD 1-512-974-6717 Warren.Struss@ci.austin.tx.us Jay Stone, Asst. Director, PARD 1-512-974-6712 Jay.Stone@ci.austin.tx.us	170 acres 5-municipal cemeteries	1990-Present
City of New Braunfels	Stacy Laird, Director PARD 1-830-608-2160	35 acres 2-municipal cemeteries	1992-Present
Hays County	Cindy Miorka, County Purchasing Agent 1-512-393-2273 Debbie Gonzales Inglesby, County Commissioner 1-512-333-2243	30 acres 5-county cemeteries	1995-Present
City of Lockhart	Vance Rodgers Director Public Works, Asst. City Mgr. 512-388-6452	30 acres 1-municipal cemetery	1999-Present
<b>Financial References</b>			
Wells Fargo, San Marcos Downtown Office 123 North Edward Gary Street		Don Nash Community Bank President john.d.nash@wellsfargo.com 1-512-753-3221	
Tex-Con Oil P.O.Box 18463 Austin, Texas 78760		Bob Stehling Operations Manager 1-512-444-1941	
C & M Pre-Cast Concrete Company P.O.Box 2144 Kerrville, Texas 78029		Bob Barker, Owner 1-830-367-5988	



## 5. SPECIAL PROVISIONS

A. CONTRACT PERIOD: The successful bidder will be awarded a one (1) year contract effective April 1, 2007 through March 31, 2008.

B. OPTION TO EXTEND: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. The contract price for any extension period will be adjusted in a percentage amount equal to the net percentage change from the previous year in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items), as published by the United States Department of Labor, Bureau of Labor Statistics. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no sooner than one hundred and twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including the extension, as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

C. FACTORS TO AWARD: The contract will be awarded to a bidder who provides the services at the best value for the City. The following criteria will be utilized in the evaluation of the bid:

1. Best value to the City
  - a. the price
  - b. the reputation of the bidder and of the bidder's goods and/or services
  - c. the quality of the bidder's goods or services
  - d. the bidder's past relationship with the City
  - e. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
2. Responsibility of bidder
  - a. References
  - b. Experience
3. Responsiveness of bidder

D. EXPERIENCE: Bidder certifies that it has a minimum of ten (10) years experience in

cemetery administration, space sales, and general caretaker services.

E. REFERENCES: Bidder will supply, with the bid, the name and addresses of three (3) clients to which it has provided cemetery administration, space sales, and general caretaker services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references and performance history. The City may utilize other reference on a bidder's performance history to determine performance history. A single negative reference, in the City's sole discretion, will be cause for disqualification of a bidder.

F. PAYMENTS: Monthly payments will be made by the City upon the satisfactory completion and acceptance of all services called for under this contract, and submission of an original invoice to the Parks and Recreation Department, 630 East Hopkins, San Marcos, Texas 78666. No partial or advance payments will be made, unless specifically stipulated elsewhere in this contract.

G. PERFORMANCE GUARANTY: The City will withhold 5% of each months invoice for services. If this contract is canceled for any reason, or at the annual anniversary date of this contract, the amounts previously withheld will be forwarded to the successful bidder if the services under this contract have been satisfactorily rendered by the successful bidder in accordance with the contract. In the event of unsatisfactory performance of this contract by the successful bidder, the City may terminate this contract and may retain the amounts previously withheld as liquidated damages.

H. INSURANCE AND LIABILITY: During the period of this contract, the successful bidder will maintain at its expense, insurance with limits not less than those prescribed below. Insurance underwriters must be acceptable to City. With respect to required insurance, the successful bidder will;

1. Name the City as additional insured.
2. Provide the City with a thirty (30) day advance written notice of cancellation or material change to said insurance.
3. Provide the Purchasing Division, at the address shown on page 1, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award.
4. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$250,000.00
Bodily Injury (Each accident) .....	\$500,000.00

Property Damage.....\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury .....\$500,000.00

Property Damage.....\$100,000.00

Provisions must be included that provide explosion, collapse, and underground coverage.

Worker's Compensation.....Statutory

Professional Liability:

Errors and Omissions for Cemetery Operations .....\$500,000

Aggregate .....\$1,000,000

I. RECORDS SUBJECT TO AUDIT: Successful bidder will maintain and make available for inspection, audit, and/or reproduction by authorized representatives of the City, books, documents, records, and other evidence pertinent to the costs and expenses of this contract, including, to the extent such detail will properly reflect, all direct or indirect cost of labor, materials, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract. All records will be maintained until audit is completed and all questions arising from the audit are resolved, or three (3) years after this contract expires or is terminated, except that records will be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

J. PRE-AWARD SURVEY: After receipt of bids and prior to award, the City reserves the right to perform a pre-award survey of any or all bidder's equipment to be used in the performance of this contract. Bidder agrees to allow all reasonable requests for inspection of such equipment with two (2) working days advance notice. Failure to allow such an inspection will be cause for rejection of bid as non-responsive. The City reserves the right to reject equipment as unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, bidder's reputation relating to quality of performance may also be used for purposes of evaluating bidder's suitability for award.

K. DOCUMENTATION: Bidder will submit the following documents:

1. Certificate of insurance (After award)
2. Employee information, see section 6.C.3. (After award)

3. References (With bid)

4. Name, title and telephone number of company representative who may be contacted in emergencies or performance deficiencies. (With bid)

L. DISCRIMINATION: The successful bidder will ensure that employees and applicants for employment are not discriminated against because of their race, religion, national origin, sex, color, or age and that qualified persons are not discriminated against in employment practices because of disabilities.

M. SUBCONTRACTING: The successful bidder is the contractor and will perform 100% of the work using their own personnel. If the bidder sub-contracts any of the work to be performed, the City reserves the right to declare the bidder unqualified to do the work, declare the contract null and void, and re-award the contract to the next lowest, responsible bidder.

N. PRE-BID CONFERENCE: A **mandatory** pre-bid conference is scheduled for all prospective bidders on February 13, 2007 at 10:00 a.m. at the City Hall Council Chambers, 630 E. Hopkins, San Marcos, Texas.

1. The purpose of the pre-bid conference is to insure;
  - a. a clear understanding of the City's needs,
  - b. the accuracy of specifications, descriptions, and solicitation terms, conditions, and documents,
  - c. identification of any problems which might prevent obtaining the proper services at a fair and reasonable price, or any issues that inhibit a fair and accurate solicitation or restrict competition.
2. Bidders having questions concerning specifications will submit them in writing to the Purchasing Manager at the address shown on page 1 of this solicitation. Questions will be submitted no later than two (2) days prior to the date set for the pre-bid conference so that appropriate information may be researched and made available during the pre-bid conference to all concerned.
3. Any changes resulting from the pre-bid conference affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this specification. All addendums can only be viewed at [www.govbids.com](http://www.govbids.com) and clicking on the Texas E-Purchasing Group link. It is the bidder's responsibility to download this information.

O. CONTRACT ADMINISTRATOR: The City representative regarding administration of this contract will be Rodney Cobb, Director of Parks & Recreation, 401 E. Hopkins, San Marcos, Texas, 78666. The City may change its designation of a representative by providing written notice to the successful bidder.

P. BREACH OF CONTRACT: The City reserves the right to consider the successful bidder in breach of contract and terminate accordingly if the successful bidder:

1. Repeatedly fails to make prompt payment to suppliers for goods or equipment;
2. Disregards any applicable State or Federal laws or regulations, and disregard for any provisions in these specifications;
3. Does not perform the work in such a way that the completed work conforms to the specifications; or
4. Fails to make prompt payments to its employees.

## 6. SPECIFICATIONS

A. SCOPE: The objective is to provide the most efficient and economical cemetery service to the general public. The successful bidder agrees to manage and operate the San Marcos Cemetery located on Ranch Road 12, San Marcos, Texas and to perform the duties pursuant to the rules and regulations (Exhibit "A") established for the operation of the Cemetery. The successful bidder will provide all labor, equipment, tools, materials, chemicals, supplies, supervision, and other items or services necessary to perform normal and daily operations of the Cemetery. .

B. RESPONSIBILITIES OF THE BIDDER: The successful bidder will be responsible for the following:

1. Performing all services described unless the bidder can explain in detail that the deviation would be of material benefit to the City and provide service **above** that specified.
2. The successful bidder's staff will meet periodically with City staff, when requested by the City, to discuss all services.
3. The successful bidder and the City representative will mutually establish routine written procedures, within the scope of these specifications, for handling the all services. The procedures are subject to City approval.

4. Ensure the confidentiality, security and safety of all City of San Marcos files, documents, computer files, etc.
5. Maintain accurate records of any collection transactions received, including cash, money order, and check payments; these payments must be transmitted in full to the City within one (1) business day.
6. Provide for immediate telephone contact with the City representative during city business hours, 8:00 a.m. to 5:00 p.m.
7. Clearly define the amount and type of training to be provided to City staff.
8. The successful bidder will have a representative at all Cemetery Commission meetings.

C. EMPLOYEES: Contract employees, permanent or temporary, will present a neat appearance and be easily recognized while performing work on City grounds. This will be accomplished by wearing appropriate identification badges or uniforms.

1. Any persons employed by the successful bidder who are not United States citizens must have valid work permits. The successful bidder will follow all guidelines of equal employment practices.
2. The City reserves the right to direct the successful bidder to remove and replace any employee for just cause.
3. Within ten (10) calendar days after award, the successful bidder will provide the current and complete name and address, date of birth, and social security number to the City representative for each employee performing any services called for by this contract. The City reserves the right to perform a background investigation on all employees to ascertain existence of any criminal records, and reserves the right to reject any employees not considered suitable because of investigation results or other circumstances which make that person undesirable for work under this contract.
4. The successful bidder will conduct reasonable and necessary security screenings of personnel to determine those appropriate for execution of the work and for presence on the City's property.

D. QUALITY CONTROL: The successful bidder will establish a complete Quality Control Program to assure the requirements of this contract are provided as specified. The program will include the following as a minimum:

1. An inspection system covering all services listed herein. It must specify the

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areas to be inspected.

2. The methods for identifying deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.
3. A file of all inspections conducted by the successful bidder and the corrective action taken. This documentation will be made available to the City representative upon request.

E. SECURITY AND MAINTENANCE: The successful bidder will be responsible for reasonable protection and safeguarding all City property within the work areas during performance under this contract. Upon completion of the work period, contractor will assure that the facilities and equipment are secured. Any defective or inoperative building equipment such as leaking or problem plumbing, defective lights, door locks, etc., are to be reported to the contract administrator named in Section 5.O. if detected during performance of work under this contract.

F. STORAGE AREAS: The successful bidder will be provided storage space for equipment and supplies. All areas provided to the successful bidder will be kept clean and neat. The City is not responsible for any loss or damage to any successful bidder's supplies or equipment while stored in City facilities.

G. LOST AND FOUND PROPERTY: All items of possible personal or monetary value found by successful bidder's employees are to be turned in to the City representative.

H. UTILITIES: The City will provide all water connections and water necessary for the performance of the contract by the successful bidder and will provide for all road maintenance at the Cemetery. Water connections standing above ground destroyed or damaged by the acts of the successful bidder or their employees will be replaced by the successful bidder at their expense. The City will provide electrical connections and pay an amount equal to the "customer charge" of electricity supplied to the Cemetery. The successful bidder agrees to pay all charges for electricity above the customer charge.

I. SERVICES: The cemetery operation provides three services: Administrative, Space Sales, and General Caretaker. Revenue is generated by space sales.

1. GENERAL ADMINISTRATIVE SERVICES: These services includes the recording of all deeds of sale with Hays County; the management of information for property owners and interment location; and maintaining a Records Retention System as required by the State of Texas Retention Schedule for Local Governments.

a. Recordkeeping: Daily permit and ownership records will be maintained by the



successful bidder. Records are to be maintained according to the City's standards. Employees will be trained by the City within two (2) weeks of the contract award. If, after the training period, the City feels that the successful bidder's employee is not capable of handling this function, the City has the authority to veto the employee performing the recordkeeping. The successful bidder will, in this instance, have the responsibility assigned to another employee. The successful bidder will match all records with the City's computer printout once a month. It will be the responsibility of the successful bidder to ensure that all burial records are kept up-to-date and to confirm that the lot and perpetual care fee has been paid in full prior to each burial. Deeds will be issued by the City and maintained at City Hall. The City, at any time, may inspect the records being maintained, and if recordkeeping is found to be inadequate, such will constitute grounds for termination of the contract.

- b. Notary: Successful bidder will have an on-site notary during the hours of 8:00 a.m. to 5:00 p.m. each day, five (5) days per week. Successful bidder will have a notary on call twenty-four (24) hours a day, three-hundred sixty-five 365 days a year.
  - c. Opening and closing of the cemetery: The cemetery gates are to be opened at 8:00 a.m. and locked at 7:00 p.m. each day during daylight savings time. The gates will be opened at 8:00 a.m. and locked at 6:00 p.m. central standard time each day or such other times as set forth by ordinance of the City Council. This service will be performed seven (7) days per week. At closing time, the successful bidder or their employee will tour the grounds to ensure that all citizens are out before securing the area.
  - d. Caretaker Service: The successful bidder will have at least one (1) full-time employee on site from 8:00 a.m. to 5:00 p.m., Monday through Friday, each week. The employee will be trained to locate gravesites, and perform any administrative services required herein within two (2) weeks of the award of contract. Successful bidder will be on call twenty-four (24) hours a day, three-hundred sixty-five 365 days a year.
  - e. Collection and receipting of money: The successful bidder will maintain accurate records of any collection transactions received, including cash, money order, and check payments; these payments must be transmitted in full to the City within one (1) business day. Collection fees are including but not limited to fees from the sale of spaces and permit fees.
2. SPACE SALES SERVICES: These services include the sale of internment spaces for the San Marcos Cemetery to the general public and funeral homes.

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- a. Showing of Lots, Mausoleums, and Columbariums: The successful bidder will be responsible for showing cemetery lots, mausoleums, and columbarium's for sale to clients visiting the cemetery. The successful bidder will be responsible for verifying availability of spaces. The map of available spaces will be provided to the successful bidder upon award of contract. Part of the measure of performance by the successful bidder will be based on client response.
- b. Sale of Lots, Mausoleums, and Columbariums: The successful bidder will offer sale of spaces at Cemetery to the general public and funeral homes acting on behalf of the general public. The successful bidder will not discriminate in the sale of spaces.
- c. The successful bidder will assist the City in processing any and all applications and permits which pertain to the operation of the cemetery. The City will provide training and all necessary forms (Exhibit "B") to the successful bidder prior to the commencement of the performance of the work.
- 4. GENERAL CARETAKER SERVICES: The successful bidder will provide all labor, materials, superintendence, technical personnel, insurance, equipment, supplies, and other incidentals to provide general cemetery services.
  - a. Grave plots and curb parameters: Grave plots and curb parameters are to be located and corners marked by the successful bidder as needed by the City. Response time for requests made by the City will be not greater than four (4) hours.
  - b. Clearing gravesites: Gravesites, where funeral services have been held, are to be cleared of rocks and other debris.
  - c. Clearing Dead Vegetation: The successful bidder will remove all fallen trees, 8" diameter or smaller, or tree limbs, dead vegetation and dead flowers within two (2) weeks of the occurrence. A committee composed of one (1) cemetery commissioners, the successful bidder, and a City representative will tour the cemetery grounds a minimum of once a month to determine which trees, if any, are to be removed. The successful bidder will be given a reasonable amount of time to clear the cemetery grounds of such dead vegetation caused by natural weather-related event(s) which result in extensive damage to the cemetery grounds.
  - d. Clearing live vegetation: All small trees, overground shrubs or other plant material which germinates or is currently growing near headstones, curbs or other objects that could be damaged, will be removed. Any small trees,

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overground shrubs or other plants which infiltrate on surrounding cemetery lots will be cut back.

- e. Mausoleum Care: Mausoleum care will include routine sweeping and destroying any wasp or other insects' nests inside the building a minimum of once per month. The mausoleum should be neat and orderly for all services.
- f. Weeds: Weeds in the gravel on gravesites will be destroyed by the use of herbicides.
- g. Brush: All brush cut by the successful bidder will be piled up until it can be removed by the successful bidder from the Cemetery. Brush piles will be removed entirely from the cemetery by the contractor at least once every thirty (30) calendar days.
- h. Flying Flag: A United States and the Texas flag will be raised every day (weather permitting).
- i. Turf Care—Fine Cut: This work will include all labor, materials, superintendence, technical personnel, insurance, equipment, supplies, incidentals, and services to maintain in superior condition all turf areas, approximately forty (40) acres in scope. These areas will be maintained with a crisp, clean appearance and as otherwise described herein.

All turf areas indicated will receive no less than the following:

- 1. Mowing: All areas will be kept neat and clean. All debris and waste material such as cut brush and tree trimmings but excluding cut grass, unless the cut grass is long and unsightly as determined by the Contract Administrator will be cleaned up and removed from the site. To insure a quality cut and maintain a professional appearance, all mower blades will be maintained sharp. Ripping and tearing of the grass is not acceptable. All mowing will be done so as to prevent any damage to existing lawns. If any damage occurs to the existing lawn, the successful bidder will repair the damage, at their own expense, so that restoration is as close as possible to the original condition.

The successful bidder will cut 24 cuts per year. Weather conditions and actual growth of grass will determine definite schedule and the actual number of mowing. During the season in which bluebonnets blossom, the flowers will not be mowed until the seeds have dropped.

- 2. Use of Herbicides: If the successful bidder is to use herbicides for trim

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work specified herein, they will furnish the City with a written list of any and all herbicides that are planned to be used. The City will have the authority to reject use of any herbicides it feels may cause damage to the environment. All herbicides will be applied by licensed applicator only. All dead vegetation will be removed in accordance with section I.4.C above.

3. Edging sidewalks and other paved areas: All sidewalk-turf edges will be edged either with approved herbicides or equipment, to insure a clean appearance and will be maintained level with the height of the surrounding turf. This standard will also include all flush-paved areas such as drives, walkways, and any other concreted areas.
4. Edging Headstones: All headstone areas are to be trimmed either with approved herbicides or equipment to maintain the height of the surrounding turf.
5. Other Edging: All other turf edging such as those as shrub beds, flower beds, around "in-lawn" trees, curb sides, etc., will be edged either with approved herbicides or equipment as necessary to maintain required clean appearance, even with the fine cut height.

The successful bidder may recommend removal of any shrub they feel is beyond renovation, but removal will occur only after the City's approval.

J. ADDITIONS AND MAINTENANCE: The successful bidder is responsible for maintenance of any new additions to the San Marcos Cemetery.



## **IMPORTANT**

### **7. BID CHECKLIST**

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

- ☐ 1. THE BID HAS BEEN SIGNED.
- ☐ 2. THE PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- ☐ 4. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SAN MARCOS  
630 EAST HOPKINS  
SAN MARCOS, TEXAS 78666  
ATTN.: PURCHASING MANAGER

- ☐ 5. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:

BID TITLE  
OPENING DATE

## EXHIBIT "A"

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### Rules & Regulations City of San Marcos Cemetery

**Date:**

**Purchaser's Name:**

**Addition:**

**Section:**

**Block:**

**Lot(s):**

---

#### SECTION 6-1 Admission to Cemetery

- A. The San Marcos Cemetery will be open daily for visiting, care of graves and other appropriate uses from 8:00 a.m. to 6:00 p.m. except during Central Daylight Savings Time when it will be open from 8:00 a.m. to 7:00 p.m., seven days a week. It is unlawful for any person, other than a city employee or cemetery caretaker on official business, to enter or remain within the cemetery at any time when the cemetery is not open.
- B. It shall be unlawful for any person to enter the cemetery at any location other than the main entrance adjacent to Ranch Road 12.
- C. A caretaker will be on duty during normal business hours Monday through Friday of each week. Please contact the Parks & Recreation Department if you have any concerns or need to make an appointment at 512-393-8400.

#### SECTION 6-5 Interments

- A. The mortuary that will perform the interment must file with the Finance Department a completed application for interment in the cemetery before excavation begins for a burial or before remains are placed in the mausoleum or columbarium.
- B. The application must specify the exact location of the burial space to be used. When, for any reason, an in-ground burial space cannot be opened where specified, the caretaker may direct the burial space to be opened in a location in the cemetery deemed by the caretaker to be best and proper, notifying the mortuary, so as not to delay the funeral.
- C. The mortuary performing interment services must secure the gravesite, must provide for the immediate cleaning of the gravesite and must remove all debris, fill or equipment resulting from or used by the mortuary.
- D. For interments of any casketed remains, the mortuary performing interment services must use a concrete, poly, or metal grave liner in all cemetery sections for which

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perpetual care is mandatory.

SECTION 6-7 Enclosure of Lots

- A. It is unlawful for a person to place or construct an enclosure including a fence, coping, hedge or ditch around any lot in the cemetery.
- B. The owner of an enclosure that is damaged to the extent that it is unsightly or hazardous must repair or remove the enclosure within ten days of receipt of written notice from the caretaker, or the caretaker is authorized to remove the enclosure.

SECTION 6-8 Curbing

- A. The owner of a cemetery lot must apply to the Finance Department and obtain a permit before installing or constructing curbing of any type within the cemetery.
- B. No curb permit shall be issued before the purchase price and perpetual care fees for the lot or lots to be curbed have been paid in full. No curbing of any type will be allowed in Section 1 of the Dixon Addition of the cemetery.
- C. Any number of lots may be curbed so long as the entire purchase price and any required perpetual care fees for the lots have been paid.
- D. Curbs must be flush with existing terrain, an exception to flush curbing may be granted by the cemetery commission if adjoining lots have raised curbs. Curbing must be constructed entirely of steel-reinforced concrete, marble, or granite, conforming to the following specifications:
  - 1. Concrete Curbing:
    - A. Concrete curbing is to be eighteen inches (18") wide along the exterior lot lines in the cemetery property; six inches (6") is to be within the lot; twelve inches (12") is to be outside the lot.
    - B. Curbing will be six inches (6") wide along the interior lot lines and must be placed within the lots being curbed.
    - C. Concrete curbs are to be four inches (4") deep.
    - D. One reinforcing iron size three rebar will be installed along the entire length of the curbing.
  - 2. Granite or marble Curbing:
    - A. Granite or marble curbing is to be four inches (4") in width and shall be placed within the lot or lots to be curbed.
    - B. Granite or marble used for curbing must be mortared with a bonding agent of the same color as the granite or marble and is designed for the purpose of bonding granite to granite or marble to marble.



- C. Granite or marble curbs are to be six inches (6") deep.

SECTION 6-9 Decoration of Lots

1. Memorials, Monuments or Gravemarkers

- A. No memorial, monument or gravemarker, except the temporary marker placed by the funeral home, will be allowed on any burial lot until the purchase price of the lot including perpetual care fees has been fully paid and the deed has been delivered to the purchaser.
- B. The owner of a cemetery lot or the owner's agent must apply for and obtain a permit from the Finance Department before erecting a monument, except a temporary marker placed by the funeral home.
- C. Persons erecting monuments shall not leave material or rubbish on adjoining lots. Work must be completed as soon as possible and any material or rubbish must be removed at once.
- D. Persons erecting monuments are responsible for any damages done by them to any property in the cemetery including damage to the grass and trees. All work is subject to the control and direction of the Caretaker.
- E. Wooden planks shall be used for placing and rolling stone monuments on rocks or grass.
- F. Businesses are prohibited from placing signs within the cemetery to advertise the firm or its products.
- G. Lot owners must locate the placement of monuments at the cemetery before the construction of any foundation. The City is not responsible, therefore, for the correct location of any monument. Any changes in monument location ordered by the lot owner will be made at the owner's sole expense.
- H. All markers in the Dixon Addition, Section 1 must be flat bronze or granite.
- I. All monuments placed in areas of the cemetery other than the Dixon Addition, Section I, starting October 1, 2001, must be granite, marble, bronze, or limestone and must have a reinforced concrete base.
- J. The maintenance of all monuments in the cemetery is the responsibility of the lot owner or the owner's surviving family members or descendants. This maintenance will include, but is not limited to, the following:
  - 1. The cleaning of the monument.
  - 2. Ensuring that the monument is seated properly.
  - 3. Repairing any damage to the monument or the structure
- K. In the event that a monument is in need of maintenance, the parks and

recreation director will send a letter requesting such repairs to the lot owner or the owner's surviving family members or descendants (if known) advising of the necessary maintenance. If the lot owner or the owner's surviving family members or descendants cannot be located, then the parks and recreation director will publish a newspaper notice of the necessary maintenance in accordance with the procedures described in V.T.C.A., Probate Code, Articles 33 and 50. If the necessary maintenance is not performed within the time period stated in the notice, the city may, in the interests of the safety, initiate action to have the necessary maintenance performed or have the monument removed. The finance director will bill any cost incurred by the city for the maintenance to the lot owner or the owner's surviving family members or descendants, if known.

2. Flowers, Shrubs or Trees

- A. Flowers, shrubs or trees may be planted and cultivated on any lot at any time except in the Section 1, Dixon Addition.
  - B. Fresh cut flowers may be placed on any lot, in the mausoleum, or near the columbarium; but they must be removed within two (2) weeks or when, in the Caretaker's opinion, they become unsightly or detrimental to maintenance. The caretaker may remove flowers.
  - C. Artificial flowers, sprays or wreaths are allowed but they will be removed by the caretaker when they become unsightly or they blow off the lot on which they were placed.
  - D. All decorations must be firmly secured or fastened to the ground or monument.
  - E. Glass containers are prohibited.
  - F. Unfilled vases will not be allowed to remain on a lot unless permanently affixed to a monument.
    - 1. Unfilled vases will be removed from lots on the first day of the month and held for the lot owner for one month.
    - 2. After one month, unclaimed vases will be disposed of at the caretaker's discretion.
  - G. In addition to monuments, lots may have benches of marble, granite, or other material approved by the Cemetery Commission. Any other structural amenities, which must also be primarily of marble or granite, must have the approval of the Cemetery Commission before being placed on a lot.
  - H. Unapproved items may be removed by the caretaker and disposed of at the caretaker's discretion.
3. Routine cemetery maintenance includes the cutting of the grass at reasonable intervals; the cleaning of the lots; the general care and pruning of the shrubs that are placed along the walks, roadways and boundaries; the general preservation of the lots, the grounds, walks, roadways, boundaries, and structures. Routine maintenance

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shall not include the maintenance, repair, or replacement of monuments or memorials; the planting of flowers or ornamental plants; the maintenance or doing of any special or unusual work in the cemetery; or the construction or reconstruction of any marble, granite, bronze or concrete work on any lot where the same is damaged from any cause whatsoever.

#### SECTION 6-11 Perpetual Care

- A. In addition to the payment of the price of the lot, every purchaser of a lot in the cemetery (except the Dixon Addition, Section I), the Mausoleum, or the Columbarium shall be required to pay a perpetual care fee in connection with the purchase of said lot and niches. The fee shall be in the amount established by the city for perpetual care.
- B. Any activity done by the owner or representative of a lot that has not paid the perpetual care fee will be required to obtain a permit; this permit will require a fee. Any lot not under perpetual care may be placed under perpetual care upon payment of the required fee. General care will be to given lots which were originally sold without perpetual care, in order that the general beauty of the cemetery may be maintained. However, the City assumes no responsibility to maintain these lots in perpetuity whenever any lot needs attention, and having perpetual care shall in every case have preference.

#### SECTION 6-12 Burials for the Indigent

- A. Section 1 of the Dixon Addition is hereby set aside for persons financially unable to provide for perpetual care. Under no circumstance shall a specific burial space be reserved in Section 1 for the Dixon Addition. Markers must be of flat bronze or flat granite. No trees, shrubs or flowers shall be planted in this section.
- B. In order to qualify for these lots the deceased must qualify for Hays County Indigent Burial Services.

Revised 8-23-06

### **ACKNOWLEDGEMENT OF THE RULES AND REGULATIONS FOR THE SAN MARCOS CEMETERY**

I, \_\_\_\_\_, have read the rules and regulations for the San Marcos Cemetery. I understand and acknowledge that these guidelines will be enforced, and I agree to abide by these guidelines.

\_\_\_\_\_

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Purchaser's Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Phone

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me by the purchaser on this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public, State of Texas

\_\_\_\_\_

Print Name

## EXHIBIT "B"

IFB 27-006  
City of San Marcos  
Cemetery Caretaker Check List

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

Name of Interred \_\_\_\_\_

Lot Owners Phone \_\_\_\_\_

Lot Owners Address \_\_\_\_\_

Addition \_\_\_\_\_

Block and Lot Number \_\_\_\_\_

Funeral Home \_\_\_\_\_

Date of Service \_\_\_\_\_ Month \_\_\_\_\_ Date \_\_\_\_\_ Year

Company Opening Grave Site \_\_\_\_\_

Flagging of Lot \_\_\_\_\_ Yes \_\_\_\_\_ When \_\_\_\_\_ No

Safety and Security of Area \_\_\_\_\_ Yes \_\_\_\_\_ No

Spoils Removed \_\_\_\_\_ Completely \_\_\_\_\_ Partially  
\_\_\_\_\_ Not at all

Area Generally Cleaned Up \_\_\_\_\_ Yes \_\_\_\_\_ No

Monument Moved \_\_\_\_\_ Yes \_\_\_\_\_ No  
If moved replace within 6 weeks

Service totally completed \_\_\_\_\_ Yes If no,  
explain \_\_\_\_\_

Ornamentation removed \_\_\_\_\_ Yes \_\_\_\_\_ No

Action taken to correct problems:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Caretakers Signature

\_\_\_\_\_  
Completion Date



## ADDENDUM #1

February 13, 2007

### Notice to Bidders:

A. This addendum will be considered a part of the Management and Operations of the San Marcos Cemetery Project. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will govern.

B. CHANGES: Bids are due on February 23, 2007 at 10:00 a.m.

Bidder must acknowledge receipt of addendum #1 by signing below and returning with the bid in order for the bid to be considered responsive.

Gene Bagwell DBA Maintenance Management  
Bidder Name

Gene Bagwell  
Authorized Signature

Sincerely,

Cheryl Pantermuehl, CPPO, CPPB  
Purchasing Manager



## ADDENDUM #2

February 15, 2007

### Notice to Bidders:

A. This addendum will be considered a part of the Management and Operations of the San Marcos Cemetery Project. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will govern.

B. DELETIONS: Change section 6.1.1 General Administrative Services to delete recording of all deed of sale with Hays County.

C. ADDITIONS: Add Section 6.1.4.6: Watering of flower beds and trees: The following flower beds and trees will be watered as necessary:

Front Entrance flowerbed (RR 12 rd)

Chapel -plants around chapel

Mausoleums- plants around Mausoleums

Trees as needed during drought conditions (according to watering rules and regulations)

Bidder must acknowledge receipt of addendum #2 by signing below and returning with the bid in order for the bid to be considered responsive.

Gene Bagwell DBA Maintenance Management  
Bidder Name

Gene Bagwell  
Authorized Signature

Sincerely,

Cheryl Pantermuehl

Cheryl Pantermuehl, CPPO, CPPB  
Purchasing Manager





## ADDENDUM #3

February 15, 2007

### Notice to Bidders:

A. This addendum will be considered a part of the Management and Operations of the San Marcos Cemetery Project. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will govern.

B. CHANGES: Change section 5.B. to read as follows:

B. OPTION TO EXTEND: This contract may be extended for nine (9) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. The contract price for any extension period will be adjusted in a percentage amount equal to the net percentage change from the previous year in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items), as published by the United States Department of Labor, Bureau of Labor Statistics. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no sooner than one hundred and twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including the extension, as a result of exercising this option, will not exceed a maximum combined period of ten (10) years.

Bidder must acknowledge receipt of addendum #3 by signing below and returning with the bid in order for the bid to be considered responsive.

*Gene Bagwell DBA Maintenance Management*  
Bidder Name

*Gene Bagwell*  
Authorized Signature

Sincerely,

Cheryl Pantermuehl, CPPO, CPPB  
Purchasing Manager

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR CF BAGWGE1	DATE (MM/DD/YYYY) 03/27/07
<b>PRODUCER</b> Insurance Agency of San Marcos 400 West Hopkins, Suite 100 PO Box 905 San Marcos TX 78667 Phone: 512-396-8290 Fax: 512-396-8296		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Gene Bagwell dba Intercare Corp. Maintenance Management Intermitt Services Inc 625 Pioneer Trail San Marcos TX 78666		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Union Standard Insurance INSURER B: Safeco Insurance Companies INSURER C: Texas Mutual Insurance Co. INSURER D: Old Republic Surety Company INSURER E: Colony Insurance Company	<b>NAIC #</b>     

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CPA1788877-28	09/23/06	09/23/07	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
		<input checked="" type="checkbox"/> Cemetary Prof Lia	AP508235	02/23/07	02/23/08	PERSONAL & ADV INJURY \$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 1000000
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COM/PROP AGG \$ 1000000
						Cemetary 500000
B	A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO	CAA 9051238-25	02/01/07	02/01/08	BODILY INJURY (Per person) \$ 1000000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		GARAGE LIABILITY				EACH OCCURRENCE \$ 5000000
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$ 5000000
		<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY				
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CUA4224341-1	09/23/06	09/23/07	
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$10000				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WCA4227647	03/31/06	03/31/07	E.L. EACH ACCIDENT \$ 1000000
		If yes, describe under SPECIAL PROVISIONS below	WCA4227647-RENEWAL SOUND	03/31/07	03/31/08	E.L. DISEASE - EA EMPLOYEE \$ 1000000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CEMETARY MAINTENANCE AND OPERATIONS  
 LANDSCAPING AND EXTERIOR MAINTENANCE  
 CERTIFICATE HOLDER IS ADDITIONAL NAMED INSURED

#### CERTIFICATE HOLDER

CITY OF FS

City of San Marcos  
 Purchasing Department  
 630 E Hopkins  
 San Marcos TX 78666

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 James H. Fite



## **ADDENDUM #2**

February 15, 2007

### Notice to Bidders:

A. This addendum will be considered a part of the Management and Operations of the San Marcos Cemetery Project. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will govern.

B. DELETIONS: Change section 6.I.1 General Administrative Services to delete recording of all deed of sale with Hays County.

C. ADDITIONS: Add Section 6.I.4.6: Watering of flower beds and trees: The following flower beds and trees will be watered as necessary:

Front Entrance flowerbed (RR 12 rd)

Chapel –plants around chapel

Mausoleums- plants around Mausoleums

Trees as needed during drought conditions (according to watering rules and regulations)

Bidder must acknowledge receipt of addendum #2 by signing below and returning with the bid in order for the bid to be considered responsive.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Authorized Signature

Sincerely,

Cheryl Pantermuehl, CPPO, CPPB  
Purchasing Manager



## ADDENDUM #1

February 13, 2007

Notice to Bidders:

A. This addendum will be considered a part of the Management and Operations of the San Marcos Cemetery Project. Where provisions of this addendum differ from those of the original Contract Documents, this addendum will govern.

B. CHANGES: Bids are due on February 23, 2007 at 10:00 a.m.

Bidder must acknowledge receipt of addendum #1 by signing below and returning with the bid in order for the bid to be considered responsive.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Authorized Signature

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl Pantermuehl", followed by the initials "CPPO, CPPB".

Cheryl Pantermuehl, CPPO, CPPB  
Purchasing Manager