



**City of Brenham  
(COB)  
Public Utilities**

**200 W. Vulcan Street  
(physical)  
P.O. Box 1059  
(mailing) Brenham,  
Texas 77834**

**BID SPECIFICATION**

**FOR**

**ITB 26-016**

**ANNUAL VEGETATION  
MANAGEMENT SERVICES**

| <b>Issuance of ITB</b>                    |                              |
|-------------------------------------------|------------------------------|
| 1 <sup>st</sup> Publication Date          | Thursday, September 17, 2026 |
| 2 <sup>nd</sup> Publication Date          | Thursday, September 24, 2026 |
| ITB Question Deadline (5:00 p.m.)         | Monday, September 28, 2026   |
| Bid Opening (2:00 p.m.)                   | Tuesday, October 6, 2026     |
| Possible City Council Consideration/Award | Thursday, October 15, 2026   |

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## **SECTION I GENERAL CONDITIONS**

### **1. DEFINITION OF TERMS**

- a) Bidder shall mean a person, firm, vendor, or corporation who submits a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications.
- b) Supplier or Contractor shall refer to one who bids and is subsequently awarded a contract to deliver specified equipment, material, and/or services.
- c) Purchaser or Owner shall refer to:  
  
City of Brenham  
200 W. Vulcan Street (physical)  
P.O. Box 1059 (mailing)  
Brenham, Texas 78114
- d) Bid or Proposal shall mean an offer to perform the requirements specified herein. Furnish or provide shall mean to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

### **2. RECEIPT AND OPENING OF BIDS**

- a) The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the Office of Purchasing Services, attn. Kyle Branham, Purchasing and Public Works Project Manager, City of Brenham, 200 W. Vulcan Street (physical), P.O. Box 1059 (mailing), Brenham, Texas, 77833 will be received until 2:00 p.m., Tuesday, October 6, 2026. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked as follows:

**SEALED BIDS**  
**ITB 26-016 Annual Vegetation Management Services**  
**City of Brenham Public Utilities**  
**To be opened at 2:00 p.m., Tuesday, October 6, 2026**  
**DO NOT OPEN**

- b) Bidder shall complete the attached information data forms for each part of the bid. Drawings, dimensions, technical data and other necessary information shall be included as required in these specifications.
- c) Bids which are received after the specified time and date, will not be considered and will be returned unopened.

- d) General Terms and Conditions for Invitations for Bid from the City of Brenham may be found in Exhibit “A” of this document. Should any contradiction be found to exist between those terms and conditions and the body of this ITB, the ITB will prevail.
- e) INDEMNITY- The Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.
- f) **H.B. 1295 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

- g) **CHAPTER 220 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide confirmation that the Vendor:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brenham, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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

subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

### **3. EXCEPTIONS**

In cases where the Bidders wish to take exception to any part of this specification, they shall so state on the front of their bid. Any exceptions contained in the bid or drawings shall be listed in the "Statement of Exceptions".

### **4. CLARIFICATION TO BID SPECIFICATIONS**

- a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the Director of Municipal Gas and Utility Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by a written Addendum. COB will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.
- b) COB reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

### **5. BIDDER QUALIFICATIONS**

- a) COB reserves the right to reject any bid or part of any bid, if indication or review of any services or equipment fails to satisfy the Purchaser that the equipment or services do not have a satisfactory performance record or if they do not completely meet the Purchaser's requirements.
- b) Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request and in a timely manner, all such data and information requested for this purpose.

### **6. OBLIGATION OF BIDDER**

Bidders are required to submit their bids upon the following express conditions:

- a) Bidders shall thoroughly examine all specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

- b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of COB or compensation to the contractor.
- c) Bids must comply with all federal, state, county and local laws as they may be applicable to this bidding process.
- d) Respondents are advised that in accordance with Local Government Code Section 252.049, all proposals are open for public inspection after a contract has been awarded, but trade secrets and confidential information in the proposals are not open for public inspection. Therefore, respondents must clearly indicate any portion of the submitted proposal that the respondent claims is not subject to public inspection.

## **7. PREPARATION OF BID**

- a) All prices shall be quoted as required in the specifications. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.
- b) In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid.
- c) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- d) Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.
- e) Bids may not be withdrawn after the time set for the bid opening.
- f) Bids shall remain valid for 90 days after the bid opening date.
- g) No officer or employee of COB shall have a financial interest, direct or indirect, in any contract with COB, or shall benefit financially, directly or indirectly, in the sale to COB of any materials, supplies or services, except on behalf of COB as an officer or employee.

## **8. BID RESULT REQUEST**

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, COB may assess a fee in order to recoup the cost related to providing the requested information.

## **9. PRE-BID APPROVAL**

All materials, equipment supplies which are new, non-standard to COB, items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

## **10. CATALOG AND MANUFACTURER REFERENCE**

Any catalog or manufacturer's reference in this bid is descriptive, but not restrictive and used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the Bidder states on the face of his proposal exactly what he intends to furnish. Otherwise, he shall be required to furnish the items on the bid.

## **11. DELIVERY/SCHEDULING**

- a) All materials are to be delivered F.O.B., COB designated facility.
- b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.
- c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids, Request for Quote, Request for Proposal, or the Purchase Order and bears the risk of loss until delivery.
- d) Any action necessary to expedite replacement of equipment or materials delivered in an unacceptable condition shall be the sole responsibility of the Supplier.
- e) Delivery and/or scheduling of work and/or services shall be as outlined in the specifications, or by mutual agreement between the parties.
- f) The Supplier or Contractor expressly covenants and agrees that in undertaking to complete the scheduling as set forth herein, they have taken into consideration and made allowances for ordinary delays and hindrances incident to such schedules, whether growing out of delays in securing materials or workers, drawing approvals, and other factors.

## **12. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that COB is contracting with the successful vendor as an independent contractor. The parties hereto understand and

agree that COB shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind COB.

### **13. INSURANCE**

The awarded contractor shall obtain insurance as specified in EXHIBIT “A” of this IFB and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of award by the City.

### **14. WARRANTY**

- a) The Supplier shall warrant that any equipment furnished shall be free from defects in design, materials, workmanship, and will give successful service under the specified operating conditions. Furthermore, the Supplier agrees, upon notice from COB, to make good all defects in design, materials, or performance developing in the materials or equipment under its intended use for at least twelve (12) months from the date of installation and initial operation, unless noted otherwise in these specifications.
- b) In the event that the equipment must be returned to the factory under warranty, the Supplier shall be responsible for delivery charges both to and from the factory.

### **15. TAX EXEMPTION**

Bidders shall not include federal taxes or State of Texas limited sales, excise, and use taxes in bid prices since COB is exempt from payment of such taxes. An exemption certificate will be signed by COB where applicable upon request by bidder.

### **16. MATERIALS FOR CONSTRUCTION**

Any materials to be used on projects constructed per this contract shall be new, approved for use by COB, and installed according to the manufacturers and COB specifications.

### **17. PAYMENT**

Payment of invoices by COB shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of COB Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price. Comparative, discount, or basis points bids will not be accepted for consideration. A 10% retainage fee will be held until verification of completion and will be paid immediately after verification of completion has been done.

## **18. AWARD AND EXECUTION OF CONTRACT**

- a) COB is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.
- b) COB has the right to award a contract to the best/most qualified, responsible Bidder or to the bidder who provides goods and/or services at the best value for COB. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of the Bidder, past relationship with COB, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.
- d) COB reserves the right to reject any or all bids submitted, to waive informalities and accept the bid that is the most advantageous to COB customer's interest. The bid award will be approved by COB Council as soon as possible after recommendation is determined by staff after the bid opening. . The bidder selected will be expected to enter a contract Exhibit "C" with the City based on the City's standard contract terms and conditions, attached hereto as Exhibit "A".

## **20. CONFLICT OF INTEREST**

A person or vendor seeking to contract with COB must file a Conflict-of-Interest Questionnaire (CIQ) if the person has a business relationship with COB, and either: has a business relationship with a COB official or a COB official's family member; or has given a gift worth more than \$250 to a COB official or COB official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with a COB representative within seven business days of: (1) beginning contract discussions with COB; (2) submitting to COB an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship.

Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict-of-interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

## **21. QUESTIONS**

Questions regarding interpretation of bids, bid results or bid awards should be directed in writing to the Purchasing and Public Works Project Manager, Kyle Branham at [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org)

## SECTION II SPECIFIC INFORMATION FOR BIDDERS

1. **GENERAL:** It is the intent of this section to provide bidders with specific information and data necessary to prepare and submit a bid proposal for ***VEGETATION MANAGEMENT SERVICES***.
2. **COMPLIANCE WITH LAWS:** All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.
3. **BID OPENING:** Bids will be received by the Purchasing services office, and then publicly opened and read aloud in Public Utilities Conference room; City of Brenham, 200 W. Vulcan Street (physical), P.O. Box 1059 (mailing), Brenham, Texas 77833 until 2:00 p.m., Tuesday, October 6, 2026.
4. **SCOPE OF SERVICES**
  - A. The Contractor agrees to furnish all supervision, labor, transportation, equipment and materials necessary to trim trees, brush and other vegetation interfering with COB distribution power lines. This shall include the prompt and proper removal of all cut debris and proper disposal at an approved dumping site.
  - B. All work is to be performed with the lines and equipment energized unless previous arrangements have been made with COB supervisory personnel to de-energize and properly ground the line and/or equipment. Under no circumstances shall the contractor take it upon himself to de-energize any line or equipment on their own.
  - C. Before work commences, the Contractor shall also provide to COB the name(s) and contact numbers of the area supervisor and trimming foreman/crewleader. This information shall be updated by written notification to COB any time there is a change in personnel. Before work commences each day and when a drastic change in the location has occurred the trimming crew shall call in their work location to the COB Dispatcher.
5. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. COB reserves the right to request modification of crew numbers and crew structure as the work progresses, on an as-needed basis. Any proposed changes to work to be performed, whether initiated by COB or the vendor, must receive final approval in the form of a written Change Order signed by the appropriate authorized COB and Contractor personnel. The Change Order shall reflect any price reduction or increase.
6. **ASSIGNMENT:** Vendor may not sell, assign, pledge, transfer, or convey any interest in this contract nor delegate the performance of any duties hereunder by transfer, by subcontracting or by any other means without the written consent of the COB. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor,

assignee, transferee, or subcontractor. Any attempt to transfer, pledge, or otherwise assign this Contract without said written approval shall be void and shall confer no rights upon any third person.

7. **TERM OF CONTRACT:** Bidders are advised that for purposes of this project the COB intends to award a contract based upon funding and starting on award and execution of documents, until September 30, 2027. The term of the Contract begins upon execution by the COB Mayor ("Effective Date") and is a one (1) year agreement from October 1, 2026, with annual renewal periods, not to exceed a total maximum term of three (3) years. Renewals after the initial term must be mutually agreed upon in writing. At the COB's sole option, these annual renewals may be discontinued by COB upon written notice to the contractor.

## 8. EQUIPMENT

- A. The equipment that will be used for the tree trimming operation must all be relatively new and maintained in sound mechanical condition. Both hydraulic and gas operated saws and trimmers shall always be present and in good working order. A listing of large equipment by year model must accompany the bid. In the event of repetitive operational or mechanical problems with any piece of equipment, Vendor must replace that equipment immediately upon request from COB. All equipment/vehicles must have signage identifying contractor name, vehicle ID, and a COB supplied Contractor for City of Brenham magnetic sign.
- B. No equipment maintenance is to be performed in the field other than routine repairs, such as saw chain replacement, pruner blade replacement, etc. In the event a large piece of equipment becomes inoperable during the workday, it must be reported to the COB Electric Assistant Superintendent immediately if practical or no later than the end of the workday. All equipment problems, including hydraulic leaks, shall be addressed as soon as possible. If the breakdown results in a period of no production by the trimming crew, COB shall not be billed for labor or equipment charges for the nonproductive time period.

9. **EXPERIENCE:** A minimum of 5 years of experience working in the electric utility industry in the tree care operations is required. Bidders shall include a list of references in the bid package which includes investor-owned, electric co-operatives, municipalities or other publicly owned electric utilities for which the Contractor is presently working or has worked in the past. The reference list should include dates of employment with each reference listed. Name, address, and contact information should be included for each reference listed.

## 10. PERFORMANCE REQUIREMENTS:

- A. COB's nominal distribution system voltage is 12470/7200. The Contractor will be responsible for trimming brush, limbs and trees from the COB's right-of-ways. This shall include climbing in restricted areas where equipment access is not available.
- B. **Notification:** The Contractor will be responsible for notifying all customers of impending work before any trimming is commenced. This may be done by door hangers supplied by the contractor and are approved in advance by COB.

- C. **Clearance:** The Contractor shall provide a tree to conductor clearance of ten feet (10') from the primary to include the neutral and three feet (3') from service drops that are within the 10' primary/neutral work area.
- D. **Pruning/Cutting Requirements:** A directional method of pruning shall be used wherever possible to help train the tree growth away from the facilities. An attempt shall be made to secure permission from the owner to remove or cut back all growth to a suitable lateral that may come into contact with the COB's facilities in the event it should break or hinge down. The trimming crew shall be knowledgeable of "***Oak Wilt***" and how to recognize it. All precautions shall be taken to sterilize all trimming equipment whenever cutting around oak trees. All oak tree wounds shall be painted with an approved pruning paint or whenever a customer requests it on other species of trees. **Without exception, if an oak shows signs of oak wilt, it shall not be trimmed, and it will be reported to the COB Electric Assistant Superintendent for further direction on how to deal with the tree.**
- E. **Tree Removal:** Without exception, any tree needing total removal will be reported to the COB Electric Assistant Superintendent prior to removal.
- F. **Customer Refusal:** All customer refusals shall be directed to the Contractor's area supervisor for follow-up at the end of the workday. Every effort shall be made by the Contractor's area supervisor to gain permission from the landowner to trim. In the event the supervisor is unable to gain permission from the landowner, a COB "Refusal Document" shall be completed and submitted to the COB Electric Assistant Superintendent for follow-up.
- G. **Job Site Clean Up:** The Contractor shall promptly clean and haul away all trimming debris from the job site and properly dispose of it at an approved dumpsite. The job site shall be left in a "*broom clean*" condition. Debris will never be left on a customer's property beyond the day of the trimming in that location.
- H. **Dump Site:** COB shall be responsible for providing the Contractor a dumping site.
- I. **Service Interruption:** In the event of a service interruption to a customer caused by a Contractor's crew in the performance of work, the crew foreman/crewleader shall notify the COB Dispatcher immediately and follow up with the COB Electric Assistant Superintendent.
- J. **Safety:** All work shall be performed in accordance with established safety practices, including but not limited to those specified in **ANSI Z133.1**. The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all employees, property and the general public during the performance of work. This requirement applies to work conducted during normal working hours as well as work performed after normal working hours. COB evaluation of Contractor performance is intended to include review of the adequacy of the Contractors' safety measures in, on or near the work site. The Contractor is to provide and use all protective equipment necessary

for the protection of the Contractor's employees and the general public, and to guard against interfering with the normal operation of the COB facilities.

- K. **Work Day:** The contractor will be expected to work between the hours of 8:00 AM to 5:00 PM, Monday – Friday. Any deviation from the set scheduled hours must be approved in advance by the COB General Manager of Public Utilities. No personal vehicles will be allowed on the job site. All absent personnel must be reported to the COB Electric Assistant Superintendent when reporting to work in the morning. Any personnel that leave the job site must report their departure to the COB Electric Assistant Superintendent and Dispatcher before leaving. If that employee returns to work before the end of the workday, they must report their return to work to the COB Electric Assistant Superintendent and Dispatcher. The only exception to this is if a Contractor employee must leave for emergency reasons, in which case other Contractor employees must report the absence to the COB Electric Assistant Superintendent and Dispatcher as soon as practicable.
- L. **Workstation:** The Contractor will be allowed to use COB facilities as agreed upon for parking while not working on the distribution lines.
- M. **Personnel Requirements/Employee Conduct:**
- 1) The Contractor shall show proof of having a full-time forester on staff and available as needed.
  - 2) The Contractor shall maintain proper staffing of crew, with a minimum of three (3) crew members, one (1) of which is qualified to trim trees from 15k electric circuits at all times. If the Contractor exceeds the maximum authorized limits of labor and/or equipment at any time, Contractor will be responsible for all additional cost unless agreed upon by both parties in advance of any work done.
  - 3) Crew makeup will be of appropriate size as stated above to maintain the safety of the aerial and climbing crew. The working foreman/crewleader shall have a minimum of five (5) years of experience in tree climbing and trimming procedures. The trimmer shall have at least three (3) years of experience in climbing and trimming procedures. The helper will receive basic training and orientation by the contractor as to safety procedures and equipment operation. A fully detailed outline of equipment and employee information must accompany the bid proposal. COB reserves the right to determine the amount of equipment to be charged for in the crew makeup.
  - 4) **Appearance:** All crewmembers will be required to maintain a neat, well-groomed appearance. This shall include a standard tree company uniform with emblem. Shirts shall be buttoned and tails tucked in with no silk screen designs or emblems other than the company emblem. Pants shall be of the standard company uniform type and not have any tears or holes. Beards and/or over-the-collar haircuts will be acceptable, provided they are neatly groomed and maintained.

- 5) Employee Conduct: Professionalism and courtesy to the customer is required at all times. No use of customer's equipment or facilities will be permitted. No refuse from breaks or lunch will be left or disposed of on the customer's property. No "horseplay" will be permitted on the job. Unsafe or disorderly conduct by any Contractor employee shall result in immediate removal from the job site upon COB request.
- 6) Intoxicants and Drugs: No intoxicants or illegal drugs shall be allowed on the job site at any time. Employees or agents of the Contractors who are under the influence of any substance that may impair their actions or performance shall not be allowed on the job site at any time.
- 7) Communication Skills: Crew foreman/crewleader must be able to effectively communicate with COB customers, COB employees, and other crewmembers (bilingual is desirable but not required). All communications with customers must be done in a responsible, courteous and professional manner. If the Contractor encounters any difficulties with a property owner, it shall be reported to the COB Electric Assistant Superintendent as soon as practical, never later than the end of the workday. The COB Electric Assistant Superintendent will contact the customer to resolve the issue(s).

**11. INSURANCE REQUIREMENTS:** Bidders must review Exhibit A (Terms and Conditions for bids). The successful Vendor must obtain the required insurance coverage and provide COB with proof of coverage prior to contract approval. A Vendor's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to City of Brenham, ATTN: William Bissette or Shawn Bolenbarr, 200 W. Vulcan, Brenham, TX 77834. The notice shall state the date when such cancellation or reduction shall be effective. The cancellation date shall not be less than thirty (30) days.

### SECTION III BIDDER'S PROPOSAL FORM

Having carefully examined the Specifications, the undersigned bidder declares that the only person or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined, and this Bid is made in accordance therewith, locations, conditions and classes of materials of the proposed work; and agrees that the Bidder will provide all the necessary machinery, labor, tools, and apparatus and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein. COB reserves the right to accept or reject, in part or in whole, any proposals submitted and to waive any technicalities for the best interest of COB. Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and shown on the plans, for the following prices:

#### **Tree Trimming Services:**

1. **Bid Price per hour** (to include a bucket truck, chipper, chip dump bed, related tools and personnel)

\$ \_\_\_\_\_

\_\_\_\_\_  
Bid Price Written in Words

#### **List any additional charges:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the kinds called for.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

By: \_\_\_\_\_ Business Name \_\_\_\_\_

\_\_\_\_\_  
Printed Name Address

\_\_\_\_\_  
Telephone City, State, Zip

\_\_\_\_\_  
Fax Email Address

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

By: \_\_\_\_\_  
Business Name

\_\_\_\_\_  
Printed Name Address

\_\_\_\_\_  
Telephone City, State, Zip

\_\_\_\_\_  
Fax Email Address



## **BID SUBMISSION AUTHORIZATION**

- An authorized representative must sign bid, with the Bidders address, telephone and email information provided. Unsigned bidders may not be considered.
- If the bidder is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the bidder is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the bidder is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the ITB.

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

Printed Name: \_\_\_\_\_

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

## **NON-COLLUSION CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a bid to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

**ITB NO. 26-016 – Annual Vegetation Management**

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

NOTARY SEAL:

## EXHIBIT "A"

### **TERMS AND CONDITIONS FOR BIDS**

#### **Definitions:**

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Bidder(s) of this bid request.

#### **Instructions:**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

#### **Form:**

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

#### **Bid Return:**

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

#### **Late Bids:**

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder only upon written request.

#### **Acceptance:**

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligation under a contract with the City.

Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All bidders are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to bidder's ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City, the bidder's compliance

## EXHIBIT "A"

with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

### **Award of Contract:**

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. 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;
- g. the total long-term cost of the City to acquire the bidder's goods or services; and

- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single bidder; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this

## EXHIBIT "A"

Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

### **Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

### **Error-Quantity:**

Bids must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

### **Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to

meet its needs without any adjustments in the unit bid prices.

### **Variations:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

### **F.O.B. – Damage**

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

### **Firm Prices:**

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

### **Cooperative Agreements:**

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

### **Authorized Signature:**

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

### **Withdrawal-Alteration Of Bids:**

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after

## EXHIBIT "A"

opening time without acceptable reason in writing and with the approval of the City Council.

### **Lump Sum Bids:**

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

### **All-Or-None Bids:**

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

### **Payment Of Invoices:**

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

### **Cash Discounts:**

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

### **Delivery:**

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding bids. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

### **Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

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### **Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Patents, Franchises, etc.:**

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

### **No Bids:**

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

### **Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

### **H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

### **No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to

## EXHIBIT "A"

penalize, inflict economic hoard on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

### **Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

### **Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) "Claims Made" policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
  - f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior

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written notice has been given to the City.

- h) Upon request, certified copies of all insurance policies shall be furnished to the City.

#### 4. Commercial General Liability

- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

#### 5. Automobile Liability

- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.

#### 6. Worker's Compensation

- a) Statutory

#### 7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
- e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

### **Workers' Compensation Provisions** **(State law requires the following language in contracts on public works projects).**

#### **DEFINITIONS:**

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

## EXHIBIT "A"

The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  1. a certificate of coverage, prior to the person beginning work on the project; and
  2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.