



Invitation to Bid ("ITB")

*Mowing Right of Way Brenham Business Park and Southwest
Industrial Park*

ITB NO. 20-009 – Addendum No. 1 Questions Related to ITB

Scope of Work:

This Invitation to Bid is re-bid of a bid from 2018.

The scope of work has changed due to the construction of detention ponds and additional shredding/mowing areas.

See attached Exhibit A for information related to the 2018 bid.



BID TABULATION				
MOWING SERVICES & GROUNDS MAINTENANCE FOR				
US 290 BUSINESS PARK & BRENHAM INDUSTRIAL PARK				
BID NO. 18-009				
Service	DeAngelo Brothers LLC	Gene's Services	Glasco & Co. Landscaping	Papescares
Mowing per Cycle	\$1,000.00	\$475.00	\$350.00	\$400.00
Approx. 32 Cycles/Yr.	\$32,000.00	\$15,200.00	\$11,200.00	\$12,800.00



CITY OF BRENHAM, TEXAS

Invitation for Bid

Mowing Services and Grounds Maintenance for US 290 Business Park and Brenham Industrial Park

IFB Number: 18-009

Response Deadline: 2:00 P.M. (CST), Friday, August 17, 2018

Responses will be opened on this date and time at the location below and bids announced for public record.

Submit to: This is a FORMAL solicitation and must be submitted to:

**City Secretary's Office, Suite 206
200 W. Vulcan St.
Brenham, Texas 77833**

or

**P.O. Box 1059
Brenham, Texas 77834-1059**

Responses may be presented in person, by mail or delivery service. Responses will **NOT** be accepted by email or fax. Mailed bids must be addressed to post office box.

First Publication: August 1, 2018

Second Publication: August 8, 2018

SECTION I: INSTRUCTIONS TO BIDDERS

1. INTENT

The City of Brenham requests bids for an annual contract to provide mowing services and grounds maintenance for the Brenham Business Park located on US Highway 290 and the Brenham Industrial Park located on Longwood Dr. Bids shall include all labor, equipment, and materials required to accomplish the scope of work.

2. QUANTITY

Quantities indicated in this bid are estimated and are not to be construed as a firm dollar obligation to the City. The amounts or services ordered may be greater or less than the estimated quantity. Estimated quantities are listed on the Bid Sheet for this IFB.

3. PRICING

Pricing is requested per mowing and maintenance cycle for the property described in these specifications. Pricing shall remain firm for the duration of the contract.

4. TERM OF CONTRACT

The contract shall remain in force and effect for a period of one (1) year, beginning the date of award of contract. Upon completion of the term of the original contract and with mutual agreement of both parties, the contract may be extended for up to two (2) additional one-year terms (three (3) years total), under the terms and conditions of 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.

5. BID DUE DATE

Bids are due no later than **2:00 P.M. (CST), Friday, August 17, 2018** to:

Physical Address:

City Secretary's Office, Suite 206
200 W. Vulcan St.
Brenham, Texas 77833

Mailing Address:

City of Brenham, City Secretary
P.O. Box 1059
Brenham, Texas 77834-1059

Late bids will not be opened and will be returned to the bidder. Bids must be sealed. To ensure proper recognition upon arrival, list the Bid Number, Bid Name and the Bid Opening Date on the outside of the package. Bids may be presented in person, by mail, or by delivery service. Mailed bids must be addressed to the post office box. Faxed or emailed bids will not be accepted.

6. FORM

Bid must be submitted on this form only. **Bidders are required to submit one (1) Original and one (1) copy.** All bids must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or proposal.**

7. ACCEPTANCE

The City of Brenham reserves the right to accept or reject any or all bids, to waive informalities, and 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 obligations under a contract with the City. Bidders may be disqualified and rejection of bids may be recommended for any of, but not limited to the following causes: 1) Failure to use the bid form furnished by the City; 2) Lack of signature by an authorized representative on the bid form; 3) Failure to properly complete the bid; 4) Evidence of collusion among bidders; 5) Omission of uncertified person or company check or bid bond (if required); or 6) Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.

8. REFERENCES

Any and all bidders may be requested to provide references and such other information as the City requires in order to evaluate the ability of the bidder to perform the scope of work. Such requests must be fulfilled within five (5) working days of receipt in order to maintain acceptance of bid.

8. AWARD

Bid 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 extent to which the goods or services meet the City's needs;
- d. the bidder's past relationship with the City;
- e. 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;
- f. the total long-term cost to the City to acquire the bidder's goods or services; and
- g. any relevant criteria specifically listed in this invitation for bid.

9. ADDENDA

No person has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at www.cityofbrenham.org/finance/purchasing. It shall be the responsibility of interested bidders to check the website for addenda up to the bid submission deadline.

10. CONTACT

If any other information is needed concerning these specifications, please contact the following:

Sara Parker, C.P.M.,
Purchasing Supervisor
City of Brenham
200 W. Vulcan St.
Brenham, TX 77833

P.O. Box 1059
Brenham, TX 77834-1059

sparker@cityofbrenham.org

Phone: 979-337-7247

SECTION II: CONTRACT TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Invitations for Bid from the City of Brenham may be found in Attachment "A" of this document. Should any contradiction be found to exist between those terms and conditions and the body of this IFB, the IFB will prevail.

2. 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.

3. 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.

4. 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 conformation 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.

4. **INSURANCE**

The awarded contractor shall obtain insurance as specified in Attachment "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.

SECTION III: SCOPE OF WORK

1. It is not the intent of these specifications to exclude any contractor from bidding. Specifications listed are intended as minimum requirements. Products or services offered which deviate from these specifications will be given consideration provided that such deviations shall be clearly stated. The City will be the sole judge as to whether any product or service meets the City's needs and provides Best Value.
2. Mowing Season is year-round and shall contain approximately thirty-two (32) maintenance cycles.
3. Attachments "B" and "C" outline the mowing and maintenance services area at the Brenham Business Center. The mowed area is highlighted in red and is twenty (20) feet along the frontage of James Nutt Blvd., S. Blue Bell Rd. and Longwood Dr. Included in the mowing and maintenance area is the parcel of land in front of the Hodde technical Center and the area to the east of the entrance to S. Blue Bell Road from Highway 290.
4. Edging is required in each maintenance cycle. Areas that cannot be reached with mowers, such as signs, poles, trees, obstacles, expansion joints, concrete paver areas, etc. shall be trimmed with string trimmers. Trimming and edging shall be completed concurrently with mowing on each cycle.
5. Contractor shall pick up and remove any and all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter and rocks which are not intended to be part of the landscape. Removal of trash shall include sweeping and removing grass clippings from sidewalks and curbs.
6. Contractor shall supply all necessary equipment, materials, labor, and supervision required to accomplish the scope of work.
7. All Contractor employees must have personal protective equipment such as hearing and eye protection, safety vests, etc. All person protective equipment must meet OSHA safety standards. Equipment should have the required safety devices, such as flashers or strobe lights on vehicles. Warning signs and barricading must be in accordance with all applicable city, state and/or federal laws.
8. Contractor and Contractor's employees shall be courteous to the public at all times while on City of Brenham property. Any conflict or potential conflict shall be reported to Purchasing Services within 24 hours.

SECTION IV: CONTRACT PERFORMANCE

1. Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices should be submitted to the City of Brenham Finance Department no later than the 28th day of each month.
2. Contractor shall be responsible for any damage done to property during performance of the contract.
3. Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of the City of Brenham.
4. Contractor shall operate as an independent contractor and not as an agent of the City of Brenham. The Contractor is solely responsible for the acts or omissions of its employees. In the event of failure on the part of the Contractor to complete maintenance within the specified time, or if the contractor does not meet contract specifications, the contract may be terminated with thirty (3) days written notice.
5. During the term of the Contract it is the Contractor's responsibility to keep contact information up to date with Purchasing Services.
6. The Contractor shall at all times during the term of the Contract, procure and maintain insurance coverage according to the requirements of Attachment "A".



BID FORM

IFB No: 18-009
Bid Opening: 2:00 P.M. (CST), Friday, August 17, 2018
Bid Title: Mowing Services and Grounds Maintenance for
US 290 Business Park and Brenham Industrial Park

Submit to: Purchasing Services
City Hall
200 W. Vulcan St.
Brenham, TX 77833

PO Box 1059
Brenham, Texas 77834-1059

Bid Documents: 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 **MUST** be signed by an authorized representative of bidder. Original signature required.

Name of Bidder: _____
(please print)

Authorized Signature: _____

Address: _____

Phone No: _____

Alt. Phone No: _____

Email: _____

Bid No. 18-009

Estimated Qty.	Description	Price/Cycle
32 Cycles	Mow and maintain land area as specified and as shown in Attachment "B" and "C".	

Exceptions or Comments: (additional sheets may be added as needed)

Name of Bidder:

ATTACHMENT "A"

Terms and Conditions of Invitation for Bids

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 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 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 and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (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 minor 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 his ability to perform the contract for the City of Brenham, 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 of Brenham, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City of Brenham, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither 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 of Brenham 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 Contractor; 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.

Reimbursements

There is no expressed or implied obligation for the City of Brenham to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City of Brenham 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 if 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 of Brenham 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 of Brenham.

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 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 orders. 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

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets

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 if 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 of Brenham, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to determine, without liability, any contract for which funding is not available. Renewal of 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 is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

Court Jurisdiction

The City of Brenham and the successful Vendor will agree that the contract awarded from this Request for Bid 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 to any Federal Court or court not in Texas.

Insurance

1. The contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement 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 written notice has been given to the City of Brenham.

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

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. Employer's Liability limits of \$100,000.00 for each accident are required.

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.

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.

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.



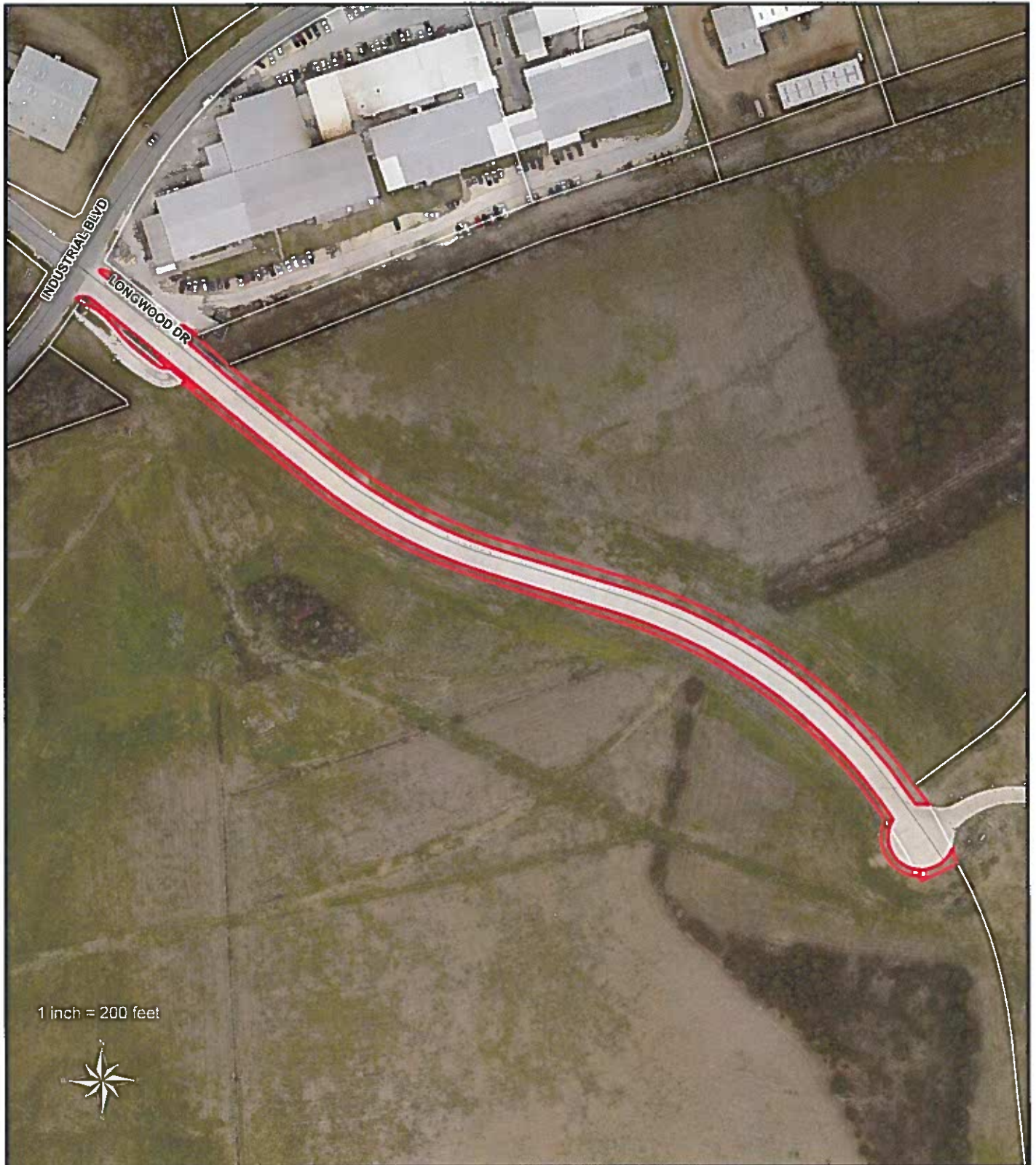
Brenham Business Center Attachment "B"



This data is subject to change without notice. The City of Brenham makes no claims, guarantees, or promises about the accuracy or completeness of this data. Represented boundaries are approximate and should not be used for exact measurement or legal documentation. Street name designations may be shown on the map for undeveloped and/or unpaved public right-of ways.

 8.67 Ac Mowing Area

Date: 7/16/2018



**Southwest Industrial Park
Attachment 'C'**



.88 Ac Mowing Area

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