

CITY OF LEANDER

**INVITATION FOR BID
PARK AND MUNICIPAL PROPERTY LANDSCAPE MAINTENANCE AND MOWING**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to establish a contract with a qualified person, firm or corporation, herein after “Respondent”, to provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein.

Work shall include mowing, edging, fertilization and ornamental bed mulching at select locations, herein “Project Areas”. The Scope of Work, Site Frequency Schedule and Project Areas Map is outlined on ATTACHMENT D herein. Project Areas are located in both Williamson and Travis Counties.

Budget for the Scope of Work outlined herein is \$88,000 per year.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/finance/page/purchasing>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the response document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
3. **INSURANCE:** The following insurance coverage shall be required:
 - 3.1. Commercial General Liability
 - 3.2. Business Automobile Liability
 - 3.3. Excess/Umbrella Liability
 - 3.4. Worker’s Compensation
4. **ATTACHMENTS:** Attachment A through F are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: Conflict of Interest Questionnaire (CIQ)
 - 4.3. Attachment C: Bid Sheet
 - 4.4. Attachment D: Scope of Work, Site Frequency Schedule and Project Areas Map
 - 4.5. Attachment E: TX DOT Signage Requirements
 - 4.6. Attachment F: Insurance Requirements
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton
Purchasing Agent
City of Leander**

Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City through the Purchasing Department.

6. **REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
 - 6.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 6.3. Identify any subcontractors to be used for this project. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.
 - 6.4. Maintain compliance with the licensing laws of the State of Texas, as applicable.
 - 6.5. Provide the name, address, **e-mail address**, telephone number and point of contact of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation.
1. **AGREEMENT TERM AND CANCELLATION:** The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.
 - 1.1. At a minimum, the following documents will be incorporated into the agreement:
 - 1.1.1. Solicitation document, attachments and exhibits;
 - 1.1.2. Solicitation addendums, if applicable;
 - 1.1.3. City's Definitions, Terms and Conditions;
 - 1.1.4. Successful respondent's response documents.
 - 1.2. The initial term of the resulting agreement shall be one (1) consecutive twelve (12) month period from the effective date. The agreement may be renewed for three (3) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - 1.3. The City reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
 - 1.4. Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 1.5. **NOTE:** Should it become necessary to penalize a successful respondent on more than one occasion for failure to meet the grounds maintenance specifications within the prescribed maintenance schedule, the contract may be terminated. The contract may then be awarded to an existing alternate Contractor of next lowest and best bid.
2. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.

3. **BUDGET AND QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase or specific areas is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
 - 3.1. The City's appropriated budget for the Scope of Work outlined herein is \$88,000per year.
4. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.
 - 4.1. City reserves the right to waive any irregularities or informalities in the response received that best serves the interest at the sole discretion of the City.
 - 4.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/finance/page/purchasing>.
 - 4.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
 - 4.3.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Steve Bosak, Director of Parks and Recreation
 - 4.3.2. A completed CIQ Form, herein Attachment B, is required with each response.
5. **ACCEPTANCE:** Acceptance inspection should not take more than ten (10) working days after performance of Services. The vendor will be notified within this time frame if the goods delivered or services performed are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling. Liquidated damages may be assessed.
6. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 6.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 6.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 6.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 6.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
7. **NON-APPROPRIATION**: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
8. **ENVIRONMENT**: It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK)**: Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE**: It is the City's intention to comply with the following solicitation timeline:
 - 1.1. Solicitation released **November 19, 2015**
 - 1.2. Non-mandatory pre-bid meeting **December 3, 2015**
 - 1.3. Deadline for questions **December 4, 2015**
 - 1.4. City responses to all questions or addendums **December 7, 2015**
 - 1.5. Responses for solicitation due by **3:00 PM** **December 10, 2015**

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II, Paragraph 1. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, , <http://www.leandertx.gov/finance/page/solicitations>. Questions shall be submitted to the City contact named in PART I.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

December 3, 2015 at 11:00 AM CT
City of Leander – Parks and Recreation Department
406 Municipal Drive
Leander, TX 78641

 - 2.1. The City considers this pre-solicitation meeting **non-mandatory**.
 - 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
 - 2.3. It is the responsibility of the Respondent, on their own time, to inspect and examine each Project Area to determine the work involved and take precise measurements, estimate material requirements and other solicitation related details during said inspections.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/finance/page/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

Shipping Address (Hand delivery, UPS, FedEx or other carrier):

City of Leander
Purchasing Department
200 W. Willis Street
Leander, TX 78641

 - 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** Successful respondent shall provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein resulting in clean, attractive and safe areas.

Work shall include mowing, edging, fertilization and ornamental bed mulching at select locations. The Scope of Work and Site Frequency Schedule is outlined on ATTACHMENT D herein. Project Areas are located in both Williamson and Travis Counties.

Performance of work shall not interfere with normal work of City employees or residents visiting park property.

2. **DEFINITIONS:** The following definitions shall apply to this specification:
 - 2.1. CITY INSPECTOR OR INSPECTOR shall mean the duly authorized representative of the Director of The Parks and Recreation Department who shall monitor Contractor progress.
 - 2.2. CLEANING and REMOVAL OF TRASH and DEBRIS shall mean any method by which filth, weeds, rubbish, refuse, or other matter that might be unhealthy and/or unsightly is removed from any property or lot and disposed of by approved methods as approved by the city and delineated in the City Code of Ordinances.
 - 2.3. CONCURRENT MAINTENANCE shall refer to all mowing, trimming, edging, and litter removal being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
 - 2.4. SUCCESSFUL RESPONDENT shall mean the person or firm or firms that awarded the Maintenance & Mowing Services Contract by the City.
 - 2.5. FOREIGN GROWTH shall include all weeds, thickets, and noxious plants.
 - 2.6. MULCH OR TREE RINGS shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed physically or chemically.
 - 2.7. RIGHTS-OF-WAY shall refer to the areas on City streets and public thoroughfares. They shall include any and all portions within the streets, public thoroughfares, or intersection of streets such as grass areas, trees, concrete and concrete only areas.
 - 2.8. SCALPING shall refer to any action, which results in the mowing of any turf area below a three-inch (3") height sown to and including the soil.
 - 2.9. SHRUB BEDS shall mean any area purposefully planted in domestic or ornamental plant growth.
 - 2.10. SITE FREQUENCY SCHEDULE shall mean the time periods established for the projected year within which all prescribed landscape activities shall be completed.
 - 2.11. TRASH and LITTER shall mean any debris within the grounds required to be maintained under this contract including City property, right-of-ways, alleys, easements, streets, parking lots, sidewalks, curbs, hillsides, ditches, retention areas, private lots, etc., such as paper, bottles, cans, limbs, rocks, etc., which are not intended to be present as part of the landscape. Removal of debris will require cleaning of hard surface areas such as sidewalks, parking areas and curbs after mowing and edging.

- 2.12. TRIMMING shall refer to the cutting or removal of all plant material immediately adjacent to or under structures, trees, poles, tables, signs, fences and shrub beds. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.
- 2.13. WORK ORDER shall mean a document created and issued by the City to authorize work to begin on a Project Area. The document will inform the successful respondent to initiate landscape services. In some situations a verbal order may be issued.
3. **PRICING:** Pricing shall be all inclusive of equipment, labor and supplies needed to perform the work as specified herein. Additional fees such as, but not limited to, fuel, taxes or other costs incurred shall not be permitted.
4. **PROJECT AREA LOCATIONS:** The locations of the Project Areas where work is to be performed are identified on the Location Map, herein ATTACHMENT D.
- 4.1. The successful respondent shall perform maintenance and mowing services to all areas identified in this contract according to the Scope of Work and Site Frequency Schedule also included on ATTACHMENT D.
- 4.2. Payment for all work shall be established by the prices submitted by the successful respondent in the Bid Proposal.
5. **MATERIALS AND SUPPLIES:** All materials and supplies used by successful respondent shall conform to the requirements listed herein.
- 5.1. No material shall be used that will damage the turf, trees, shrubs, fixtures, or adjacent properties. Where a specific product is specified there shall be no deviation without the express permission of the City, in which case samples of all materials proposed for use shall be submitted to the Inspector and approval thereof received from the Inspector before the material represented by the samples are used in the work to be performed.
- 5.2. Upon request, the successful respondent shall submit a list of all materials to be used in providing the landscape services.
- 5.3. The City may approve or disapprove any product prior to or during the term of the contract period.
6. **SERVICE REQUIREMENTS:** The successful respondent shall:
- 6.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Services specified herein;
- 6.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;
- 6.3. Provide all traffic control signage in accordance with TXDOT requirements specified in Attachment E;
- 6.4. Have an on-site supervisor at the site any time work is performed;
- 6.5. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation;
- 6.6. Perform on a schedule defined by the City to the specifications defined herein;
- 6.7. Perform in a professional workmanlike manner;
- 6.8. Submit invoice along with all supporting documentation specified herein.
7. **CITY RESPONSIBILITY:** The City shall:

- 7.1. Appoint a designated City representative;
 - 7.2. Monitor and inspect the Project Areas;
 - 7.3. Coordinate all work and scheduling with the successful respondent.
8. **EQUIPMENT**: Successful respondent shall furnish and maintain all equipment necessary to perform the work specified herein. The following equipment requirements shall apply:
- 8.1. Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.
 - 8.2. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all bids.
 - 8.3. Once in service insufficient and/or inadequate equipment as determined by the City shall be removed from service and replaced at the successful respondent's expense.
 - 8.4. Failure to provide suitable equipment for the performance of the work shall be grounds for termination of contract by City.
 - 8.5. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times;
 - 8.6. Equipment shall not be stored on Project Areas overnight.
9. **MOWING AND TRIMMING**: The successful respondent shall mow and trim all turf areas as required by work order, generally every 7, 14, or 28-days dependent upon the Scope of Work and Site Frequency Schedule beginning on or about during the contract term.
- 9.1. The successful respondent shall remove and dispose of all litter from Project Areas prior to initiating any mowing.
 - 9.2. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
 - 9.3. All grass shall be cut at a height of three (3") inches.
 - 9.4. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
 - 9.5. All trimmings shall be accomplished by maintaining the required three (3") inch cutting height and concurrently with mowing operations.
 - 9.6. Trimming can be reduced by chemical edging with prior written approval of the City Inspector.
 - 9.7. Upon completion mowed areas shall be free of clumped grass cuttings and the tire tracks/ruts from mowing equipment.
 - 9.8. Turf shall be cut in a professional manner - no scalping or uncut areas.
 - 9.9. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties.
 - 9.10. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an offsite location).
 - 9.11. Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.

- 9.12. All plant growth in cracks, seams, and joints of paved areas such as sidewalks curbs, medians, right-of-ways and driveways shall be cut down to the pavement surface during the completion of each mowing cycle.
- 9.13. The use of herbicides to control such growth may be permitted with prior written approval of the City Inspector and in accordance with all federal, state and local regulations.
10. **EDGING:** All sidewalks, curbs and steps must be mechanically edged using a metal blade exposing concrete surface to be completed by the end of the first cut.
- 10.1. Sidewalks must be edged on both sides.
- 10.2. If the successful respondent elects to use string line trimmers for edging, the edge and maintenance of the edge shall use the vertical cut approach.
- 10.3. All material dislodged by edging must be removed from this site.
11. **TREES AND SHRUBS:** Successful Respondent will be responsible to manually remove all foreign growth from shrub beds or may control the foreign growth in the shrub beds with selective herbicides as needed.
- 11.1. The assigned City Inspector must grant approval prior to herbicide applications. No pruning of any trees shall be permitted without prior approval.
- 11.2. Trash and litter in shrub beds shall be removed during each mowing cycle.
- 11.3. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment or others.
- 11.4. Successful Respondent will be responsible throughout the contract period to manually remove all sucker growth from the bases and lower trunks of selected trees within the project area.
- 11.5. Damage to trees will result in a breach of contract and successful respondent shall be assessed for damages.
12. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the ground area where growth occurred will not generally be required. However, when clippings are heavy and cause bunching or detract from the finished product, turf areas should be raked and the clippings removed.
- 12.1. Cut grass and debris which falls or is thrown by equipment upon pavement, street, curb, and gutters, sidewalks, driveways, or adjacent property through the action of the work crew shall be removed from the area prior to the exit of the work crew from the immediate work site.
13. **ASSIGNMENT AND INSPECTION OF WORK:** A City Inspector will be assigned responsibility for monitoring, inspecting, evaluating and reporting on the Successful respondent's activities and ensuring that the work is performed to the quality level prescribed in this contract and in accordance with prescribed time schedules.
- 13.1. Upon determination of any violation in the contract file for a determination of any violation of the specifications and/or terms of the contract, the City Inspector shall record the violation in the contract file for a determination of any liquidated damages or termination of contract.
- 13.2. Termination process shall be that outlined in Part I, #7 of this solicitation.
14. **WORK ORDER AND PAYMENT:** A Work Order will inform the successful respondent to initiate landscape services. The Work Order shall be considered complete when all work on the order has been inspected and approved by the City Inspector and has been signed by both the Inspector and Successful respondent indicating that agreement exists as to the information shown on the work order.
- 14.1. Work order information shall consist of mowing cycle dates, areas to be maintained, any special conditions and the acceptability of the maintenance activities performed. The completed orders, dated, and signed by the Successful respondent and Inspector, will be

- submitted for payment monthly, provided that in no event shall the City be obligated to pay the successful respondent more than the approved bid amount.
- 14.2. In most cases work orders will be given to the successful respondent seven (7) days prior to the start of a mowing cycle. It shall be mandatory that all work orders be filled out after completion of each cycle before another work order may be issued.
- 14.3. Failure to obtain a work order prior to beginning a maintenance cycle can result in non-payment for work performed. Work orders will be given according to the Maintenance Frequency Schedule
15. **SCHEDULING:** Schedule is detailed herein on ATTACHMENT D. Schedule shall be constructed as follows:
- 15.1. On the mowing cycle start date, as indicated on the work order, the successful respondent shall begin work and shall proceed with all reasonable dispatch to completion. The Successful respondent will be required to maintain all Project Areas assigned to him in the time allotments and maintenance cycles.
- 15.2. Work must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the Inspector or designated alternate determines that there was an insufficient time period during the entire mowing cycle available for the services, described to be performed.
- 15.3. The successful respondent shall perform said services at the minimum rate of 25 acres per day;
- 15.4. Services shall be performed Monday through Saturday between the hours of 7:00 AM and 5:00 PM;
- 15.5. Failure on the part of the successful respondent to comply with the mowing schedule or to comply with any term of this tract shall result in the successful respondent being assessed two hundred fifty dollars (\$250) per day as liquidated damages for incomplete work until all work is completed (liquidated costs will not exceed the total dollars for project cycle). Liquidated damages will be withheld from the successful respondent's payment.
16. **LIBRARY AND MUNICIPAL BUILDINGS:** Successful respondent will be required to coordinate the mowing scheduled of these areas with the Inspector so not to interrupt any activity occurring at City buildings. The successful respondent may be required to notify the Inspector or sign in at these public facilities prior to starting work.
17. **DAMAGE:** Damage caused to City, State, Federal or private property, the workplace or its contents as a result of performance of work shall be remedied at the expense of the successful respondent.
- 17.1. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
- 17.2. The successful respondent shall inspect all trees, structures and utilities for existing damages prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented to the City prior to beginning any Services.
- 17.3. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of trees, structures and utilities shall be at the expense of the successful respondent.
- 17.4. Successful Respondent shall, at his own expense, carefully protect all trees, structures and utilities within Project Areas so that there shall be no damage or utility service loss.
- 17.5. A check of all trees may be made at the end of the contract period. The Inspector and successful respondent will attend the inspection.

- 17.6. Damages shall be documented by memo to the Inspector with copy to contract file and successful respondent.
- 17.7. The successful respondent shall be responsible for all claims of car or windshield damage as result of performing Services.
- 17.8. The successful respondent shall designate a contact person for damage claims.
- 17.9. Damages shall be assessed against the successful respondent as follows: \$75 for any slight damage to tree, which is damaged that may heal; \$150 for badly damaged tree, which in the opinion of the Inspector or representative may eventually contribute to the death of the tree.
18. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.
 - 18.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.
 - 18.2. Each work crew shall have a designated, English-speaking or bi-lingual Supervisor attending the work site with the authority to direct work and respond to crew inquiries about work details or priorities.
19. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
 - 19.1. Successful respondent's crew shall wear and display proper warning devices (orange or yellow safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt) or shorts or the improper use of safety clothing and devices.
 - 19.2. Crew shall wear protective eye and ear wear.
 - 19.3. The successful respondent shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment E and make adjustments as required by City.
 - 19.4. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
 - 19.5. All mowers working adjacent to public thoroughfares shall display a slow-moving vehicle emblem affixed to rear of mower;
 - 19.6. All trucks shall display a highly-visible, 5-inch in diameter, omni-directional amber flashing light.
 - 19.7. Successful respondent shall operate with caution in areas of the parks used by residents.
20. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful respondent clearly displayed on each side of the vehicle.
 - 20.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations;
21. **OMISSION:** It is the intent of the solicitation and specification to procure complete grounds maintenance services as described herein. Any services that have been omitted from this specification which are clearly necessary to complete the work shall be considered a requirement although not directly specified or called for in this document.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Bid Sheet, Attachment C, provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. In the event of errors in extension pricing, unit prices shall govern.
2. Attachment A: Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation.
3. Attachment B: Conflict of Interest Questionnaire (CIQ)
4. Photos front, back and sides of intended service truck(s) and equipment.
5. Identity numbers of full time supervisors and employees.
6. Identity of sub-contractors and indication of which Project Areas or portions of the work will be performed.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons

and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



**ATTACHMENT C
CITY OF LEANDER BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number:	#S16-009 Parks Mowing and Landscaping	RESPONDENT INFORMATION	Tax ID Number:	_____
	Due Date:	December 10, 2016		Business Name:	_____
	Time:	On or Before 3:00 PM CST		Address:	_____
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641		Address:	_____
				Contact:	_____
				Telephone:	_____
				Entity Type:	_____
				E-mail:	_____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
--	--

FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
--	--	---	--

AREA & MAP NUMBER	LOCATION	UNIT OF MEASURE	PRICE PER FREQUENCY	TOTAL ANNUAL FREQUENCIES	TOTAL PRICE	TOTAL AREA PRICE PER YEAR
1	CITY HALL COMPLEX					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	40	\$	\$
	2. Fertilization	PER FREQUENCY	\$	2	\$	
	3. Mulching	PER FREQUENCY	\$	2	\$	
2	BAGDAD HERITAGE NORTH TRAIL					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
3	BROADE WAY, BAGDAD/S WEST ST ROW					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
4	FIRE & POLICE ADMINISTRATION BUILDINGS					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	40	\$	\$
	2. Fertilization	PER FREQUENCY	\$	1	\$	
	3. Mulching	PER FREQUENCY	\$	2	\$	

5	FIRE STATION NO. 2					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	16	\$	\$
6	LIBRARY					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	40	\$	\$
	2. Fertilization	PER FREQUENCY	\$	1	\$	
	3. Mulching	PER FREQUENCY	\$	2	\$	
7	LOT BEHIND CITY HALL					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	16	\$	\$
8	MASON CREEK PARK					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	36	\$	\$
9	MASON HOMESTEAD					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
10	NORTHCREEK RANCH PARK					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	36	\$	\$
11	PLANNING & ECONOMIC DEVELOPMENT					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
	2. Mulching	PER FREQUENCY	\$	5	\$	
12	POLICE SHOOTING RANGE					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	12	\$	\$
13	SARITA VALLEY GREENBELT					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
14	VETERANS PARK					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
15	DEVINE LAKE PARK					
	1. Mowing, Trimming & Edging	PER FREQUENCY	\$	18	\$	\$
					TOTAL	\$

Pricing shall be all inclusive of equipment, labor, and supplies needed to perform the work as specified herein. Additional fees including but not limited to, fuel, taxes or other costs incurred shall not be permitted.

**AUTHORIZED
SIGNATURE**

Print Authorized Individual Name: _____

Authorized Signature: _____

Date: _____

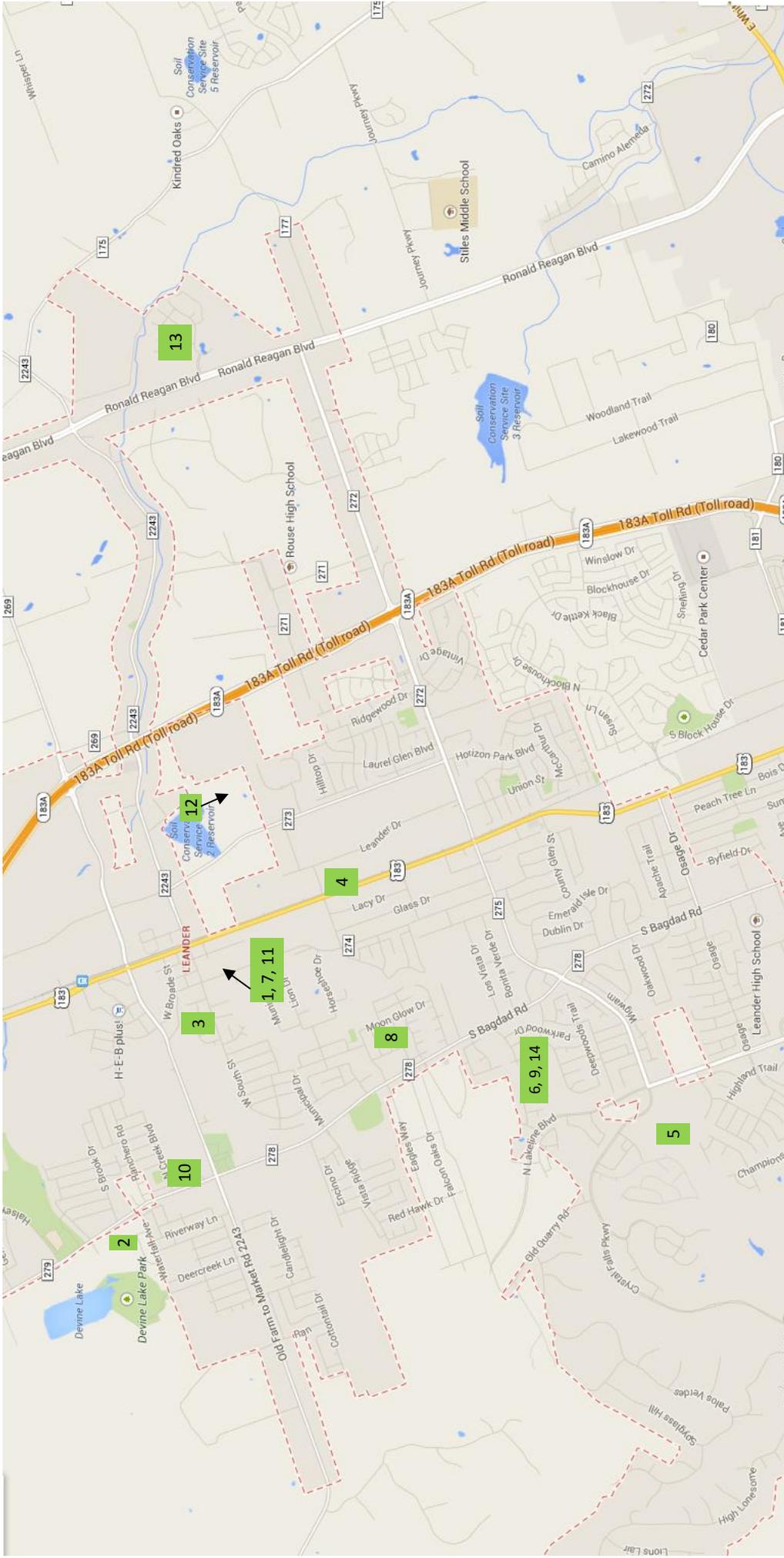
ATTACHMENT D

SCOPE OF WORK & SITE FREQUENCY SCHEDULE

Location	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Frequencies
CITY HALL COMPLEX													
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40
2. Fertilization		1							1				2
3. Mulching			1						1				2
BAGDAD HERITAGE TRAIL NORTH													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
BROADE WAY, BAGDAD/S WEST ST ROW													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
FIRE & POLICE ADMINISTRATION BUILDINGS													
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40
2. Fertilization		1											1
3. Mulching			1						1				2
FIRE STATION NO. 2													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	1	1	1	1	1	1	16
LIBRARY													
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	4	4	2	2	40
2. Fertilization		1											1
3. Mulching			1						1				2
LOT BEHIND CITY HALL													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	1	1	1	1	1	1	16
MASON CREEK PARK													
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	2	2	2	2	36
MASON HOMESTEAD													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
NORTHCREEK RANCH PARK													
1. Mowing, Trimming & Edging	2	2	4	4	4	4	4	4	2	2	2	2	36
PLANNING & ECONOMIC DEVELOPMENT													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
2. Mulching			1		1		1		1		1		5
POLICE SHOOTING RANGE													
1. Mowing, Trimming & Edging	1	1	1	1	1	1	1	1	1	1	1	1	12
SARITA VALLEY GREENBELT													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
VETERANS PARK													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18
DEVINE LAKE PARK													
1. Mowing, Trimming & Edging	1	1	2	2	2	2	2	2	1	1	1	1	18

ATTACHMENT D

PROJECT AREAS MAP



- | | |
|--|--|
| <ol style="list-style-type: none"> 1. City Hall Complex 2. Bagdad Heritage Trail North 3. Broade Way/Bagdad/S West St ROW 4. Fire & Police Administration Buildings 5. Fire Station No. 2 6. Library 7. Lot Behind City Hall 8. Mason Creek Park | <ol style="list-style-type: none"> 9. Mason Homestead 10. Northcreek Ranch Park 11. Planning & Economic Development Building 12. Police Shooting Range 13. Sarita Valley Greenbelt 14. Veterans Park 15. Devine Lake Park |
|--|--|

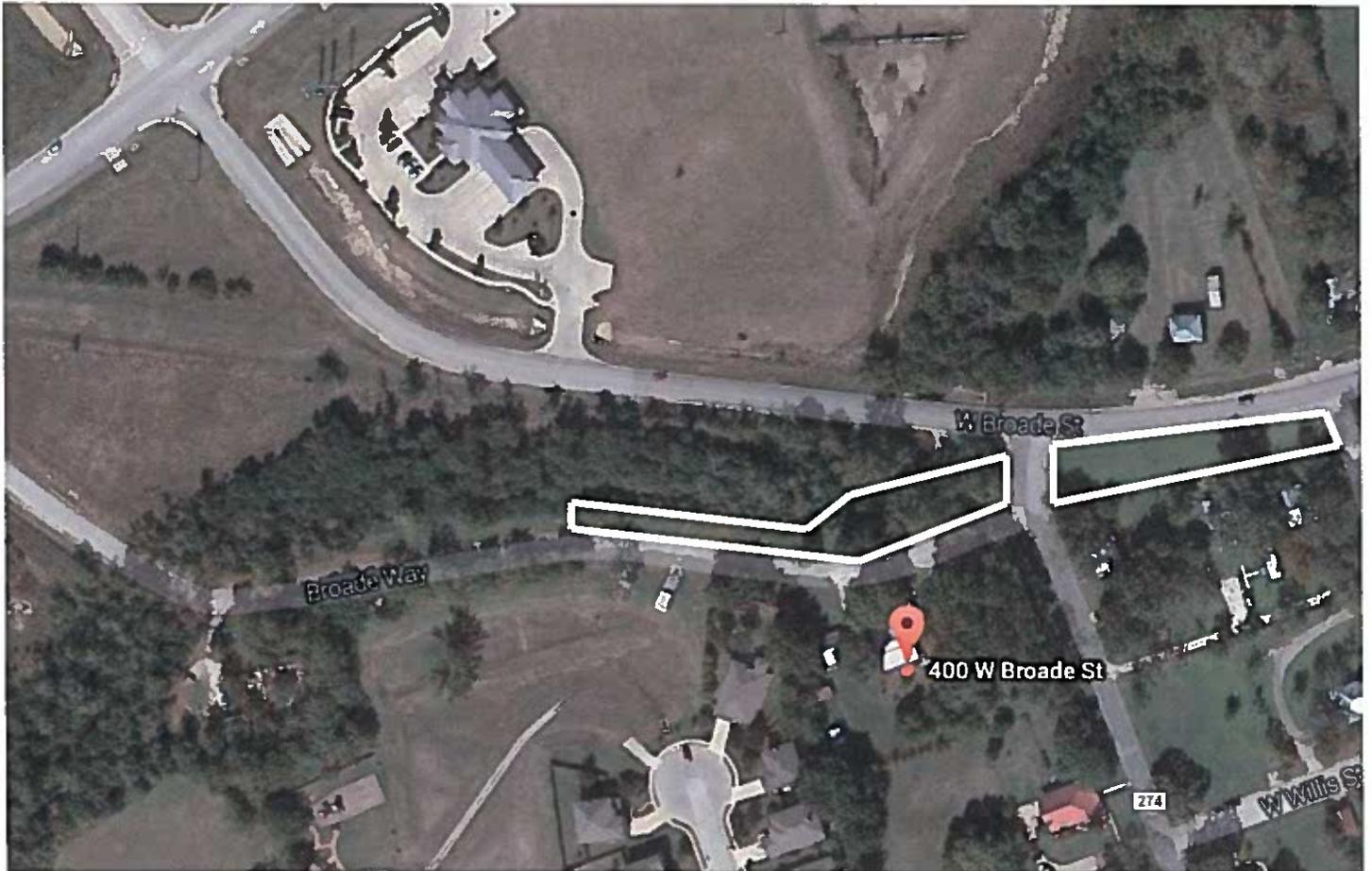
#1 CITY HALL COMPLEX
200 West Willis Street
(City Hall, Fire Station No. 1, Bryson Hall, EMS Building)



#2 BAGDAD HERITAGE TRAIL NORTH
(RM 2243 to Benbrook Ranch Park)



#3 BROADE WAY/BAGDAD ST./SOUTH WEST ST. RIGHT-OF-WAY
(In Old Town at the intersection of W. Broade & S. West Streets)



#4 FIRE & POLICE ADMINISTRATION BUILDINGS

101 E. Sonny Drive



#5 FIRE STATION NO. 2
1950 Crystal Falls Parkway



#6 LIBRARY
1011 South Bagdad Road



#7 LOT BEHIND CITY HALL
(207 East South Street)



#8 MASON CREEK PARK
801 Eagles Way (3.8 acres)



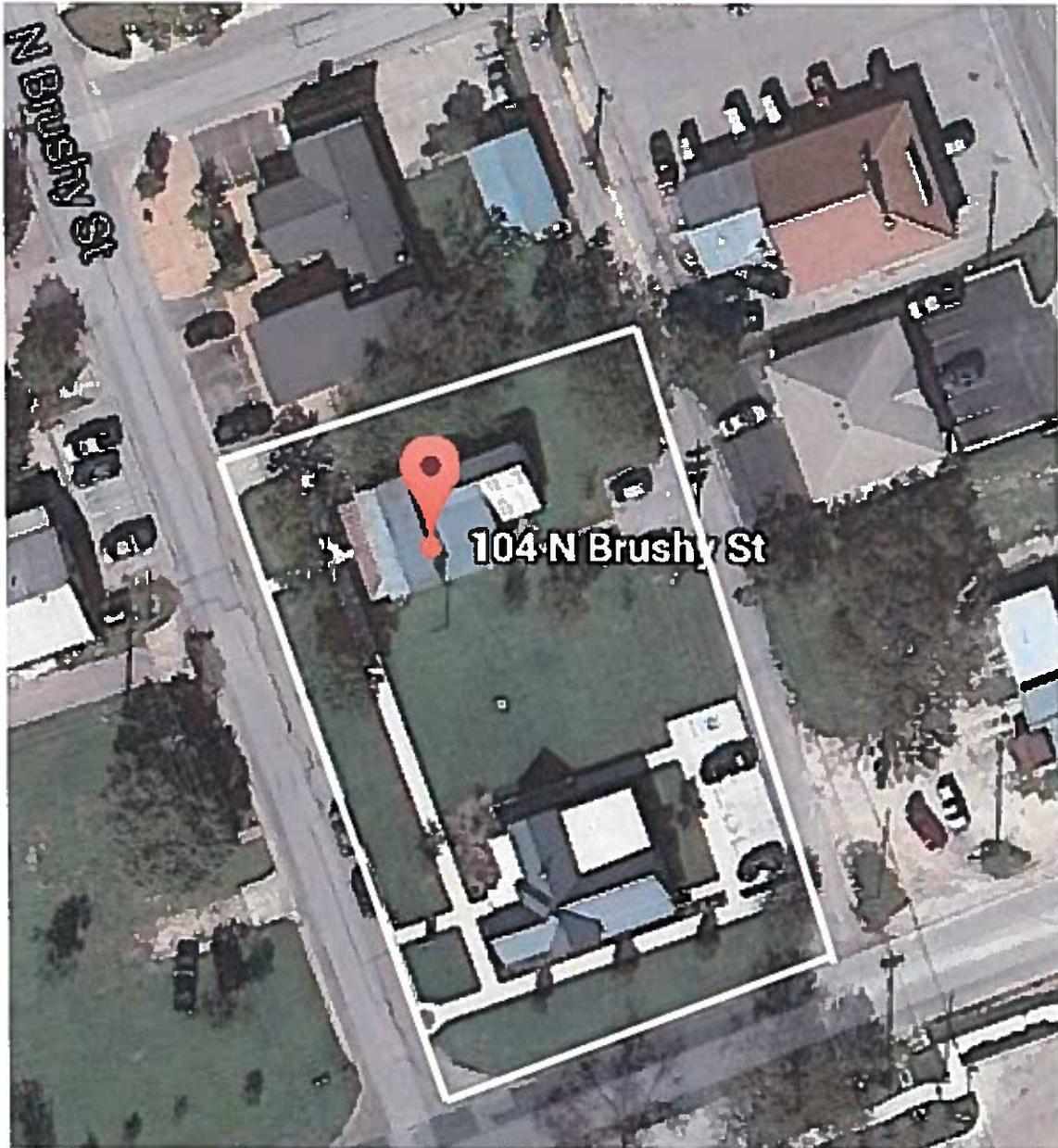
#9 MASON HOMESTEAD
1101 South Bagdad Road (3 acres)



#10 NORTHCREEK RANCH PARK
1001 North Creek Boulevard
(2.2 acres)



#11 PLANNING & ECONOMIC DEVELOPMENT BUILDINGS
104 North Brushy Street



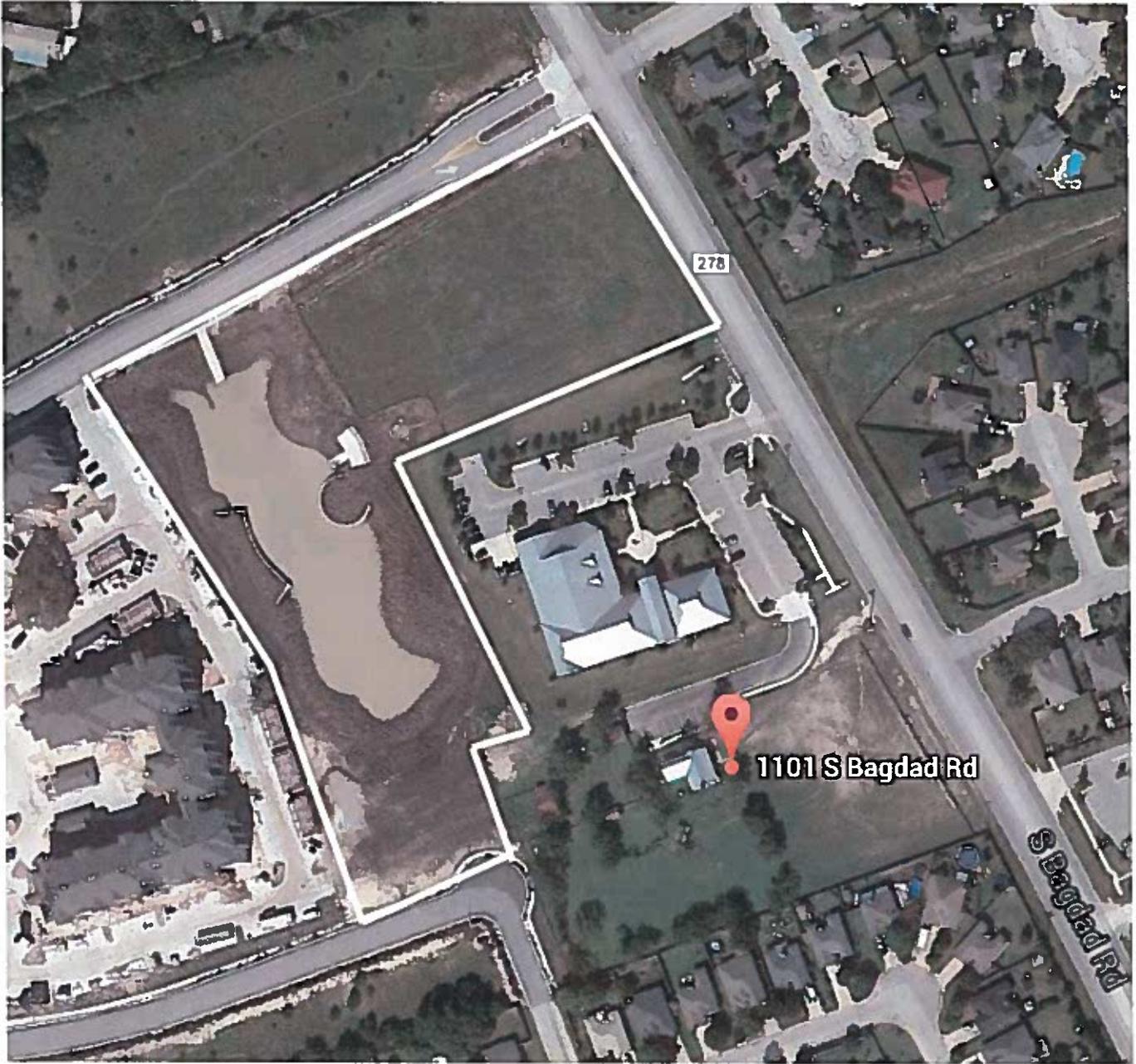
#12 POLICE DEPARTMENT SHOOTING RANGE
10201 RM 2243 (Behind the Wastewater Treatment Plant)



#13 SARITA VALLEY GREENBELT



#14 VETERANS PARK
1200 West Sonny Drive (5.8 acres)



#15 DIVINE LAKE PARK
1807 Waterfall



ATTACHMENT F

INSURANCE REQUIREMENTS

1. Required Insurance Coverage: The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims 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 the coverage required to be provided by Contractor or to any claim made against the Contractor or any Subcontractor or any suppliers of the Contractor. Further, the Contractor shall include all Subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, which shall be incorporated herein by reference as part of this Agreement, and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Business Automobile Liability Policy
 - c) Excess/Umbrella Liability Policy
 - d) Workers' Compensation Policy
3. General Requirements Applicable to All Policies
 - a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - c) "Claims Made" policies will not be accepted.
 - d) 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 by certified mail, return receipt requested, has been given to the City of Leander, Texas.
 - e) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
 - f) The City of Leander, Texas, its officials, employees, and volunteers, are to be added as "Additional Insured" to the General and Business Automobile Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
4. Commercial General Liability
 - a) General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
 - b) Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
 - c) Coverage shall be at least as broad as Insurance Service's Office Number CG 0001.

- d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- e) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

5. Business Automobile Liability

- a) Business Automobile Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in item 2 of the declaration page.
- d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

6. Umbrella/Excess Liability

- a) In addition to all other liability insurance coverage required to be provided by the Contractor pursuant to this Section 27, the Contractor shall provide an umbrella/excess liability policy. The coverage limit minimum shall not be less than \$1,000,000.00.

7. Workers' Compensation Insurance

- a) Pursuant to the requirements set forth in *Title 28, section 110.110, Texas Administrative Code*, all employees of the Contractor, all employees of any and all Subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either by directly through their employer's policy (the Contractor or Subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a Subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and Subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the Subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- b) The workers' compensation insurance shall include the following terms:
 - (i) Employer's liability limit of \$1,000,000.00 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04", shall be included in this policy
 - (iii) Texas must appear in Item 3A of the Worker' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- c) The following shall be a requirement of this Agreement and, pursuant to the explicit terms of *Title 28, Section 110.110(c)(7),-Texas Administrative Code*, the bid specifications, and this Agreement, all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions

- A. Certificates 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-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 governmental entity.

Persons providing services on the project (“Subcontractors” in §406.096, Texas Labor Code) – 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 limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service 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.

- B. 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.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. 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 governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.
- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) 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.

- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- H. 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.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to;
 - 1) provide coverage, based on proper reporting of classification codes an 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;
 - 2) 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 the Project, for the duration of the Project;
 - 3) 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;
 - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a) a certificate of coverage, prior to the other person beginning work on the project , and
 - b) a new certificate of coverage showing 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;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 7) 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
- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity 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 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.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

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

- 11.8.1 The company is licensed and admitted to do business in the State of Texas.
- 11.8.2 The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- 11.8.3 All endorsements and insurance coverage are provided according to requirements and instructions contained herein.
- 11.8.4 The form of the notice of cancellation, termination, or change in coverage provisions to the City of Leander.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.