

BRAZORIA DRAINAGE DISTRICT NO. 4  
INVITATION TO BID  
26607 - VEGETATION CONTROL & CHEMICAL APPLICATION

**Sealed proposals for Vegetation Control & Chemical Application within the geographical boundaries of Brazoria Drainage District #4 will be received at the District Office, until Wednesday, June 17, 2026 at 10:00 A.M., at which time bids will be opened.**

A. SPECIFICATIONS:

Applicant should submit a written proposal indicating:

1. Hourly rate for application of specified herbicides and number of hours of dollar amount for minimum, if any;
2. Equipment/Personnel. The proposal should contain an equipment list.

Minimum requirements are:

- 2 Man Crew
  - 4 Wheel Drive Trucks (Minimum One Ton)
  - 500 Gallon Tank with Mechanical Agitation; minimum
  - Hose Reels with 300 Feet of High-Pressure Hose
3. Proposal must contain cost of the following chemicals, provision for use of the following chemicals and the amount of each required per 100-gallon mix:
    - Arsenal
    - Roundup
    - Garlon 3A
    - Plateau
    - Polaris
    - Induce or Spret (Surfactant)
    - Any other which Applicant intends to use

B. CONDITIONS OF ENGAGEMENT

- Any change in use of chemicals not stated in the bid must be approved by the District in writing prior to use.
- Labels of chemicals used must be furnished to the District when requested.
- The District has the option, in special circumstances, to provide any or all chemical products for use by the Contractor.
- Purchase orders are required for all Invoices submitted for payment.
- Terms of payment shall be net thirty days from receipt of Invoice.
- The District is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- Term of contract shall be for one (1) year from date of acceptance and approval of bid by the District with an option for an additional two (2), or one (1) year period if mutually agreeable. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

C. APPLICANTS MUST SUBMIT THE FOLLOWING WITH THEIR PROPOSAL

- Written proposal signed by principal or officer authorized to bind the bidder;
- Photocopy of current State of Texas Department of Agriculture Commercial Pesticide Applicator License;
- Certificate of Liability Insurance evidencing at least \$1,000,000.00 in liability coverage (including pollution coverage & vehicles) and a chemical application endorsement;
- Workers Compensation/Employee liability coverage evidencing at least \$500,00.00 in coverage per accident and each employee;
- Automobile liability coverage;
- Executed Indemnification/Hold Harmless Agreement;
- Executed Conflict of Interest Questionnaire
- Executed Certificate of Interested Parties Form 1295
- Executed Stormwater Management Program Acknowledgement Form

D. PRICING AND DELIVERY PROVISIONS

- a. All items should be priced – FOB Destination Full Freight Allowed. The District will not pay for any additional transportation and/or shipping charges. No charges may be billed to the District unless such costs were explicitly included in the bid. Bidder will incur any costs not explicitly included in the bid and/or mutually agreed to in writing by the District.
- b. REDUCTION IN PRICE: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.
- c. PRICE INCREASE: A price redetermination may be considered by the District only after six (6) months of the contract period has elapsed, and request for same shall be substantiated in writing addressed to the District, Clint Goebel, Brazoria Drainage District No. 4, 4813 W. Broadway Street, Pearland, Texas 77581. Awarded vendor must provide supporting documentation (i.e., increase in manufacturers direct cost, etc.) with request for price increase not to exceed 10% of contracted unit price. The bidder's past history of honoring contracts at the bid price will be an important consideration in the determination of requested price increase. The District reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the District. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

## E. SPECIAL PROVISIONS

All proposals, in their entirety, are subject to the Texas Open Records Act.

All contracts will be awarded by the District without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101dt seq., Americans with Disabilities Act.

All applicable laws and regulations of the State of Texas and ordinances and regulations of the District shall apply. Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this contract.

Texas Local Government Code, Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship, or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of the District no later than the seventh business day after the date the person engages or communicates with the District or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code, Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code, Section 176.006. An offense under this section is a Class C misdemeanor. A copy of House Bill 23, which amended the Texas Local Government Code, Chapter 176 is available at <https://capitol.texas.gov/tlodocs/84R/billtext/pdf/HB00023F.pdf#navpanes=0>. Texas Government Code, Chapter 176 can be found at <http://statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. Questionnaire Form CIQ is included in this bid packet. By submitting a response to this request, the entity represents compliance with the requirements of Texas Local Government Code, Chapter 176.

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the District will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submittal. Form 1295 is included in this bid for our information. You must complete this form online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File) and submit a signed copy with Certification of Filing completed to the District with the bid. All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295.

Pursuant to Section 2252.152 of the Texas Government Code, the bidder hereby verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Contract, the phrase, "foreign terrorist organization", means an organization designed as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

As required by Section 2270.002 of the Texas Government Code, the bidder hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. For purposes of this Contract, the phrase "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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

F. EXPERIENCE

Contractor must have a minimum of five (5) years experience applying restricted use and non-restricted use of herbicides.

G. OPENING/AWARDING OF BID

All proposals shall be directed to Clint Goebel, Brazoria Drainage District #4, located at 4813 W. Broadway, Pearland, TX 77581, 281-485-1434. Mark outside of envelope: "Sealed Bid: Vegetation Control & Chemical Application" along with Bidder's name & return address prominently displayed. All bids must be received by the District no later than Wednesday, June 17, 2026, at 10:00 A.M., at which time bids will be opened.

The Vegetation and Chemical Bid will be awarded at a Board of Commissioners meeting.

## BRAZORIA DRAINAGE DISTRICT NO. 4

### HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (this “Agreement”) is made effective when signed by both parties, by and between Brazoria Drainage District #4 (hereinafter, “the District), 4813 W. Broadway, Pearland, TX 77581 and the awarded Bidder (hereinafter, “the Company”) The District and the Company are sometimes individually referred to as “Party” and collectively referred to as the “Parties”.

WHEREAS, The Company will be performing the following services for the District: Herbicide Application; and

WHEREAS, in exchange for valuable consideration, the Company desires to hold harmless the District from any claims and/or litigation arising out of the Company’s performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants herein, the District and the Company hereby agree as follows:

#### TERMS

1. **Hold Harmless.** Upon the Company’s performance of services by any of its employees, agents, invites and/or volunteers for the purposes specified herein, the Company shall defend indemnity, and hold harmless the District from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitations wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Company, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Company’s performance of services. This indemnification applies to and includes, without limitations, the payment of all penalties, fines judgments, awards, decrees, attorney’s fees, and related cost or expenses, and any reimbursements to the District for all legal expenses and costs incurred by it.
2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. **Waiver.** No wavier of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforce as so limited.
8. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas.

**Brazoria Drainage District #4**

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

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

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

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

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**



**RETURN LABEL**

**\*\*\*\*\*LATE BIDS CANNOT BE ACCEPTED\*\*\*\*\***

<b><u>SEALED INVITATION TO BID</u></b>	
<b>ITB#:</b>	<b>26607</b>
<b>OPENING DATE:</b>	<b>Wednesday, June 17, 2026</b>
<b>OPENING TIME:</b>	<b>10:00 A.M. (CT)</b>
<b>ITB DESCRIPTION:</b>	<b>VEGETATION CONTROL &amp; CHEMICAL APPLICATION</b>
<b>RETURN OFFER TO:</b>	<b>Clint Goebel Brazoria Drainage District No. 4 4813 W. Broadway Street Pearland, Texas 77581</b>
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!

**\*\*BIDDER MUST RETURN ORIGINAL COMPLETED BID PACKAGE\*\***