



Bid Number 2020-1  
Bid Title "Annual hauling of dewatered sludge from the Wastewater treatment plant"

Bid due September 5, 2019 @ 2:00PM

Bid Contact Wiley Webb  
Public Works Superintendent  
512-990-6400  
[wileyw@pflugervilletx.gov](mailto:wileyw@pflugervilletx.gov)

Contract Duration 1 year  
Contract Renewal Optional 2 annual renewals, upon agreement with the City of Pflugerville any Price increase associated with annual renewal must be justified by information related to CPI index or other vendor cost increases. Annual renewals are predicated on sufficient budgetary allocations by City Council for the renewal of the awarded contract. Any provision of this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.

Standard Disclaimer The right is reserved to accept or reject all or part of the bid. It further reserves the right to waive technicalities and formalities as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. And to accept the offer considered most advantageous to the city by item or total bid. The City of Pflugerville will award to the lowest responsible bidder who provides goods or services at the best value to the City.

Bid Information

1. Cost per Load.
2. Supplier to provide roll-off truck, driver, and insurance.
3. Supplier to provide 4 roll-off containers (20 yard container)
4. Able to haul within 48 hours of notification.
5. Estimated annual loads – 600
6. Certificate of Insurance must be included with bid Documents (See attached requirements).
7. HB 1295 Information attached.
8. Reference Sheet.
9. Interlocal cooperative contract agreement.
10. Purchasing contract rider.

All documents herein and attached are required to be completed and returned with your response. Bid documents may only be downloaded @ <http://www.texasbidsystem.com>. It is the bidder's responsibility to check the site for the issuance of any addendums.

Twenty (20) yard, open top, roll-off type container Per Load Price \$ 545<sup>00</sup>

Disposal Site: Name: Walker Aero Environmental Permit #2310

Address: 3600 North Fm 973 Austin TX 78725

Telephone: 512-927-1977

Pick up Site: City of Pflugerville  
Wastewater Plant  
15500 Sun Light Near Way  
Pflugerville, TX 78660

Tax ID No: 26-3391203

Legal Business Name: Sheridan Environmental LLC

Address: 3600 North Fm 973

City State & Zip: Austin TX 78725

Contact: Phillip McCommon

Telephone No: 512-699-4326

Business Entity Type: Hauling Company

Email Address: Phillip@S-Enviro.com

Authorized Signature Phillip McCommon

Print Name Phillip McCommon

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal antitrust laws, nor communicated directly or indirectly, the bid made to any competitor or any other person engaged in such line of business."

Bids are due to the City of Pflugerville Attn: Sabrina Schmidt, 100 E Main Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville, P.O. Box 589, Pflugerville, TX 78691, prior to 2 pm on September 5, 2019.

Envelope must have bid number, opening date and time in lower left hand corner of sealed envelope. Bidders name must appear on the outside of envelope.

**City of Pflugerville  
Insurance Requirements**

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations  Products/ Completed Operations  Independent Contractors  Personal Injury  Contractual Liability	1,000,000 per occurrence, 2,000,000 general aggregate;  2,000,000 combined single limit	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage  City to be provided a waiver of subrogation  City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100 A contract will not be issued without evidence of Insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	<b>CONTACT NAME:</b> Tephane Harris		
	<b>PHONE (A/C, No, Ext):</b> 312-861-7653	<b>FAX (A/C, No):</b> 312-856-9425	
	<b>E-MAIL ADDRESS:</b> tharris@rbninsurance.com		
<b>INSURED</b> SHERENV-01 Sheridan Environmental LLC dba Come and Take it Rolloff 3600 FM 973 N Austin TX 78725	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Nautilus Insurance Company		17370
	<b>INSURER B:</b> Ace Property & Casualty Ins Co		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1145661321

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				3/24/2019	3/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability				6/24/2019	6/24/2020	Limit Gen'l Aggregate Ded Per Conditions 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SHERI-4

OP ID: TU

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2019

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<b>PRODUCER</b> Eckert Insurance Group, Inc. P.O. Box 2087 Austin, TX 78768-2087 Tracey Urbanek	512-472-6969	<b>CONTACT NAME:</b> Tracey Urbanek <b>PHONE (A/C, No, Ext):</b> 512-472-6969 <b>FAX (A/C, No):</b> FAX-472-3890 <b>E-MAIL ADDRESS:</b> turbanek@eckertgroup.com
<b>INSURED</b> Sheridan Environmental LLC 3600 FM 973 N Austin, TX 78725		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Catlin Speciality Insurance Co <b>INSURER B:</b> Hallmark Speciality Ins Co. <b>INSURER C:</b> Scottsdale Indemnity Company <b>INSURER D:</b> Texas Mutual Ins Co <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b>    41297 22945

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			07/17/2019	07/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			07/17/2019	07/17/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		06/24/2019	06/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

INSURED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Tracey Urbanek**9/5/19*

The Texas Legislature approved HB 1295 during its last Legislative session and the date for implementation of the new process was January 1, 2016.

To comply with this new mandate, the City must ask all business entities contracting with the City for items that are approved by Council to follow the new rules. Additional information about these new requirements can be accessed on the [Texas Ethics Commission website](#).

Please complete this form electronically on the Texas Ethics Commission web site at <https://www.ethics.state.tx.us/main/file.htm>. The completed Form 1295, Certification of Filing, must then be printed, and returned to the City along with the signed contracts.

PSM  
9/13/14

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:  
2019-536592

Date Filed:  
09/05/2019

Date Acknowledged:

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

SHERIDAN ENVIRONMENTAL  
AUSTIN, TX United States

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

City of Pflugerville

**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 services, goods, or other property to be provided under the contract.**

2020-1  
Annual Hauling of dewatered sludge from the Wastewater treatment plant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	mccammon, phillip	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is Phillip McCammon, and my date of birth is May 2, 1985

My address is 201 Seminole Canyon Drive, Georgetown, TX, 78628, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Texas County, State of Texas, on the 5 day of September, 20 19  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

9/5/19



# REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2020-1

Annual Hauling of dewatered Sludge

Bidders Name: Shesiden Environmental Date 9/5/19

Provide the name, address, telephone and point of contact of at least three firms that have utilized similar service for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name City of Round Rock  
 Name of Contact John Hays  
 Title of Contact Asst. Superintendent  
 E-Mail Address JHays@RoundRockTexas.gov  
 Present Address 3939 East Palm Valley Blvd.  
 City, State, Zip Code Round Rock Texas 78665  
 Telephone Number (512) 948 2691 Fax Number (512) 218-6637
  
2. Company's Name Guadalupe-Blanco River Authority  
 Name of Contact Eduardo Montane  
 Title of Contact Area Manager  
 E-Mail Address EMontane@gbra.org  
 Present Address 933 East Court Street Seguin TX 78155  
 City, State, Zip Code Seguin TX 78155  
 Telephone Number (512) 738-0448 Fax Number (512) 379-5822
  
3. Company's Name City of Surrell  
 Name of Contact Bill Lawson  
 Title of Contact Public Works Director  
 E-Mail Address PublicWorks@CityofSurrell.com  
 Present Address 161 Town Center Blvd.  
 City, State, Zip Code Surrell TX 76537  
 Telephone Number (512) 740-9878 Fax Number (512) 746-4593

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration of award.

ASm  
9/5/19



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor Name: Sheridan Environmental LLC

Agree \_\_\_\_\_

Disagree X

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

Psm  
9/15/19

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**  
(Version October 9, 2017)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**1. Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Shaidan Environmental LLC, (Vendor). The Contract involved in this Rider is described as follows:

**Title of Contract:** Annual Hauling of dewatered Sludge

**2. Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

**3. Multiyear Contracts.** If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). 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 continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

**4. Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and 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. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

PSM  
9/15/17

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**5. Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

**6. No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

**7. Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**8. Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**9. Cancellation.**, the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**10. Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

**11. Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contract has fully read and understood the terms and conditions for*

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

*eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.* When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

**12. Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**13.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

**14. Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

**15. Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**16. Liens.** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**17. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**18. Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**19. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**20. Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**21. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**22. Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

**CITY OF PFLUGERVILLE, TEXAS  
STANDARD PURCHASING RIDER**

**CITY OF PFLUGERVILLE, TEXAS**

**VENDOR**

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

City Manager



Philip McElammon

Title: Sheldon Environmental, President

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

Date: 9/5/19

Sheridan Environmental LLC  
3600 North FM 973  
Austin TX 78725

ATTN: Sabrina Schmidt  
100 East Main Suite 100  
Pflugerville, TX 78691

Bid #: 2020-1

Annual Hauling of dewatered sludge from the Wastewater treatment plant  
Opening Date: September 5, 2019 @ 2:00 P.M.

SEP 05 REC'D  
12:20pm  
KK