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**PFLUGERVILLE**  
**T E X A S**

City of Pflugerville

Bid Number 2016-9

Bid Title Crack sealing services

Bid due April 14, 2016 @ 2:00pm

Bid Contact Luis Soto, Project Manager  
512-990-6400

[luiss@pflugervilletx.gov](mailto:luiss@pflugervilletx.gov)

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 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.

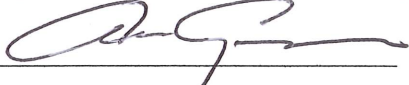
Bid Information

1. See bid sheet for estimated lane miles.
2. Certificate of Insurance must be included with quote documents (see attached requirements).
3. Completed W9.
4. Terms & conditions.
5. Reference Sheet.
6. Interlocal cooperative contract agreement.
7. Best value criteria as attached.

All documents herein and attached are required to be completed and returned with the response.

Company Name: CHAMPION INFRASTRUCTURE LLC

City of Pflugerville  
Bid Number: 2016-9  
Bid Title: Crack sealing services

Tax ID No: 46-2807460  
Legal Business Name: CHAMPION INFRASTRUCTURE LLC  
Address: PO Box 1409  
City State & Zip: SALADO, TX 76571  
Contact: AARON THOMPSON  
Telephone: 361-438-2425  
Business Entity Type: LLC  
Email Address: AARON.CHAMPIONLLC@GMAIL.COM  
Authorized Signature   
Print Name AARON THOMPSON

“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: City of Pflugerville, Attn: Sabrina Schmidt, 100 E. Main St. Suite 100, Pflugerville, TX 78660 or mailed to City of Pflugerville, P.O. Box 589, Pflugerville, TX 78691. By April 14, 2016 @ 2:00pm.

All bid documents and specifications may ONLY be downloaded at <http://www.texasbidsystem.com>. It is the bidder's responsibility to check the site for the issuance of any addendums.

City of Pflugerville  
Bid No: 2016-9  
Bid Title: Crack sealing services

### **Specifications:**

These specifications cover the application of crack seal material on asphaltic streets within the City of Pflugerville. The work described in each item includes all labor and services, furnishing of materials, equipment, traffic control, supplies, tools and all incidentals necessary to complete the crack sealing in a neat, efficient, professional manner.

### **Maintenance Materials and Methods:**

#### **A. Materials**

When tested, the sealant shall meet the following requirements:

Softening Point (ASTM D36)	210F
Viscosity at 400F (ASTM D2669)	100 Poise max
Cone Penetration 77F (ASTM D1191)	20-40
Resilience 77F (ASTM D3407)	30% Minimum
Recommended Pour Temperature	380 F
Safe Heating Temperature	400 F
Polyflex 3 or equal	

In the event conditions warrant the use of a sealant with different specifications the City's project manager or designated representative shall be notified for approval of the sealant.

#### **Application Equipment**

Heat material in a double-jacketed heater using a heat transfer oil so that no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and to maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and to avoid overheating the material. Provide a heater

equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

**B. Damage to Right Of Way**

Care shall be exercised to prevent damage to all areas of the right of way. The contractor shall, at its expense, restore any area disturbed as a result of his operations to a condition as good as, or better than, that present prior to this contract.

**C. Safety Precautions**

Contractor will, at all times, be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**D. Cleaning and Sealing Cracks and Joints**

Clean and seal joints and cracks that are 1/16 in. or greater in width. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of at least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface.

Backer rod material may be used in joints or cracks of excessive width and/or depth to hold the fluid sealant in place. The backing rod shall be a compressible type material such as a closed-cell resilient foam or sponge rubber stock of any compatible compound recommended by the sealant manufacturer. No bond or reaction shall occur between the backing rod and sealant. The backing rod shall be of sufficient width to be in compression its full length after placement.

**E. Traffic Control**

1. The contractor shall furnish and install all construction signs, pavement markings, barricades and all other safety controls for the duration of each work order.
2. The contractor shall remove barriers, signs, other contractor material and equipment from the project site at the completion of each day.
3. Traffic control measures shall meet federal, state, and local guidelines.

**Measurements:**

Pay items 1-10 will consist of complete crack and joint sealing of all streets as described in Maintenance materials and methods above. Measurement of these areas has been pre-determined and contractor shall provide a unit price per lane mile with a total price based upon the lane miles provided for each Area. The lists all streets and lane miles in each area is included with the bid document so the contractor can inspect each location prior to submitting their bid. The bid price for the entire area shall cover the cost of all sealing work.

**Payment:**

The work performed and materials furnished in accordance with each pay item and measured as described above in "Measurements" will be paid at the unit price bid, which shall be for full compensation for cleaning, joint or crack, for furnishing, heating, hauling, and placing the crack sealer; for all freight involved and for all manipulations, labor, tools, equipment, traffic control and incidentals necessary to complete the work. All traffic control must be in accordance with the details and provisions of the latest version of the Texas "Manual on Uniform Traffic Control Devices".

The annual budget for this contract is set at \$120,000.00. Payment will not exceed the budget amount.

Company Name CHAMPION INFRASTRUCTURE LLC

Variations from the aforementioned specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL ITEM
1.	9.74 L.M.	Area 1	\$ <u>980</u>	\$ <u>9,545.20</u>
2.	11.04 L.M.	Area 2	\$ <u>980</u>	\$ <u>10,819.20</u>
3.	11.47 L.M.	Area 3	\$ <u>980</u>	\$ <u>11,240.60</u>
4.	6.03 L.M.	Area 4	\$ <u>980</u>	\$ <u>5,909.40</u>
5.	10.36 L.M.	Area 5	\$ <u>980</u>	\$ <u>10,152.80</u>
6.	5.81 L.M.	Area 6	\$ <u>980</u>	\$ <u>5,693.80</u>
7.	6.13 L.M.	Area 7	\$ <u>980</u>	\$ <u>6,007.40</u>
8.	9.58 L.M.	Area 8	\$ <u>980</u>	\$ <u>9,388.40</u>
9.	20.02 L.M.	Area 9	\$ <u>980</u>	\$ <u>19,619.60</u>
10.	7.76 L.M.	Area 10	\$ <u>980</u>	\$ <u>7,604.80</u>

**TOTAL**

\$ 95,981.20

**Increases/Decreases of lane miles**

Dependent upon funding, the City may elect to increase/decrease the lane miles (areas 1-10) to be sealed. Any increases/decreases will be calculated at the unit cost per bid. It will be the City of Pflugerville's discretion on which areas are to be cracked sealed in order to stay within the \$120,000.00 budget for this bid.

Company Name CHAMPION INFRASTRUCTURE LLC

Area 1			
Street Name	Length	Width	LM
1 South 12th St	587	27	0.25
2 South 2nd St	1605	27	0.68
3 South 1st St	1607	27	0.68
4 South 3rd St	1606	27	0.68
5 South 4th St	2042	27	0.87
6 South 5th St	2019	27	0.86
7 Walter Ct	581	27	0.24
8 E. Walter Ave	313	20	0.09
9 W. Walter Ave	2727	27	1.16
10 Noton Ct	570	27	0.24
11 E. Noton St	853	27	0.36
12 W. Noton St	3246	27	1.38
13 W. Pfluger St	3352	27	1.42
14 E. Pfluger St	1358	27	0.57
15 Wren Ave	622	27	0.26
Total			9.74

Area 2			
Street Name	Length	Width	LM
1 Victoria Ridge Dr	826	27	0.35
2 Swallow Ridge Cove	223	27	0.09
3 Champions Point Dr	1684	27	0.71
4 Point Run Dr	2038	27	0.86
5 Point Run Cove	117	27	0.04
6 Glen Rose Chase	500	27	0.21
7 Indian Run Dr	2591	27	1.1
8 Indian Run Ct	95	27	0.04
9 Apache Cove	354	27	0.15
10 Club Chase Dr	296	37	0.17
11 Club Chase Dr	814	27	0.34
12 Broken Feather Trail	1098	27	0.46
13 Broken Feather Trail	1645	37	0.96
14 Settlers Valley Dr	7642	37	4.46
15 Settlers Valley Dr	1660	42	1.1
Total			11.04

Area 3			
Street Name	Length	Width	LM
1 Petunia Ln	779	27	0.33
2 Petunia Ln	835	37	0.51
3 Marigold Way	737	27	0.31
4 Honeysuckle	3182	27	1.35
5 Drake Elm Dr	835	27	0.35
6 Wild Petunia Way	999	27	0.42
7 Sweet William Ln	917	27	0.39
8 Sunflower Dr	3406	37	1.98
9 Canna Lily Ln	794	27	0.33
10 Stansted Manor Dr	3584	27	1.52
11 Purple Martin Dr	1354	37	0.79
12 Purple Martin Ct	396	27	0.16
13 E. Olympic	1031	27	0.44
14 Pigeon Forge Rd	4959	27	2.11
15 Pigeon Forge Rd	1398	22	0.48
Total			11.47

Area 4			
Street Name	Length	Width	LM
1 Plumbago Dr.	3468	37	2.02
2 Cosmos Way	616	27	0.26
3 Campanula Ct	637	27	0.27
4 Hollyhock Ct	642	27	0.27
5 Santolina Ct	667	27	0.28
6 Dahlia Ct	679	27	0.29
7 Boysenberry Ln	857	37	0.5
8 Day Lily Cove	252	27	0.11
9 Lavender Cove	263	27	0.11
10 Mustang Grape Ct	297	27	0.12
11 Firebush Dr	1043	37	0.6
12 Firebush Dr	1043	27	0.44
13 Sykes Ct	305	27	0.12
14 Mexican Heather Ct	770	27	0.32
15 Spring Peony Ct	770	27	0.32
Total			6.03

Area 5			
Street Name	Length	Width	LM
1 E. Hoopes Ave	683	27	0.29
2 W. Hoopes Ave	589	27	0.25
3 E. Hall St	324	27	0.13
4 W. Hall St	1221	27	0.52
5 S. 10th St	4885	42	3.23
6 S. 10th St	645	30	0.3
7 W. Custers Creek Bend	2147	27	0.91
8 E. Custers Creek Bend	912	27	0.38
9 Geyser Ave	2203	27	0.93
10 Vogue Cove	187	27	0.07
11 E. Oxford Dr	3173	37	1.8
12 Oxford Dr	1013	37	0.59
13 Robbins St	290	27	0.12
14 Willow St	768	27	0.32
15 Paul St	1239	27	0.52
Total			10.36

Area 6			
Street Name	Length	Width	LM
1 Smith Ave	316	27	0.13
2 Bohls St	307	27	0.13
3 Poppy Pass	970	27	0.41
4 Crossvine Way	795	27	0.33
5 Oat Meadow	1343	27	0.57
6 Drake Elm Dr	869	27	0.37
7 Suzzane Rd	1320	27	0.57
8 Old Austin- Hutto Rd	1601	37	0.93
9 Old Tract Rd	1313	27	0.55
10 Candleberry Cir.	381	27	0.16
11 Jill Sue Ct	320	27	0.13
12 Sylvia Ln	490	27	0.2
13 Gatlinburg Dr	2837	27	1.2
14 Lynn Cove	141	41	0.09
15 Clancy Way	107	27	0.04
Total			5.81

Area 7			
Street Name	Length	Width	LM
1 Alexis Cv	75	60	0.07
2 Honey Cv	75	82	0.09
3 Middleway Rd	1523	27	0.64
4 Bellaire Oaks Dr	1888	27	0.8
5 Cabriole Dr	266	27	0.11
6 Ambrose Dr	2911	27	1.24
7 Ambrose Cv	338	27	0.14
8 Clemson Cv	542	27	0.23
9 Vanderbilt Circle	1539	27	0.65
10 Duke Cv	554	27	0.23
11 Loyola Dr	613	27	0.26
12 Rutgers Dr	1175	27	0.5
13 Prairie Ridge Trail	1315	27	0.56
14 Wagon Wheel Trail	786	27	0.33
15 Pioneer Bend Dr	668	27	0.28
Total			6.13

Area 10			
Street Name	Length	Width	LM
1 Helios Way	702	47	0.52
2 Waterbrook Dr	126	27	0.05
3 Ramsgate Ct	110	27	0.04
4 Gregory Cv	189	27	0.08
5 Quail Run Rd	2265	27	0.69
6 Maize Cv	113	27	0.04
7 Runners Ridge	1924	27	0.81
8 Windsor Hill Dr	1381	27	0.58
9 Ropers Run	116	27	0.04
10 Bassington Ct	116	27	0.04
11 Smoke Signal Pass	2695	27	1.14
12 Skylark Hill Ln	1130	27	0.48
13 Cherokee Run	820	27	0.34
14 Stevenage Dr	1192	27	0.5
15 Cherokee Run Cv	72	27	0.03
16 Impact Way	3359	45	2.38
Total			7.76

Area 8			
Street Name	Length	Width	LM
1 Settlers Valley Cv	402	27	0.17
2 Spanish Ridge Cv	355	27	0.15
3 Dusty Leather Ct	517	27	0.22
4 Tanner Trail	1131	27	0.48
5 Dessau Rd	3280	37	1.91
6 Dessau Rd	4563	27	1.94
7 Galway Bay Cv	167	27	0.07
8 Dundalk Bay Cv	181	27	0.07
9 Dartmouth Cv	173	27	0.07
10 Princeton Dr	941	27	0.4
11 Cornell Dr	1093	27	0.45
12 Harvard Dr	535	27	0.22
13 Mountain View Dr	4343	27	1.85
14 Brown Dr	2774	27	1.18
15 Yale Dr	940	27	0.4
Total			9.58

Area 9			
Street Name	Length	Width	LM
1 Seton Hall Ln	509	27	0.21
2 Caribou Ridge Trail	1877	27	0.79
3 St John Ct	364	27	0.15
4 Wells Point Pass	865	27	0.36
5 La Fayette Ln	381	27	0.16
6 Botany Bay Circle	1307	27	0.55
7 Mountain View Cv	85	27	0.03
8 Camp Fire Trail	1268	27	0.54
9 Canyon Bend Dr.	773	27	0.32
10 Lavender Cv	173	37	0.07
11 Immanuel Rd	1940	27	0.82
12 Greenway Dr	1373	27	0.58
13 Dove Haven Dr	2359	37	1.37
14 Cactus Bend Dr	1676	27	0.71
15 Gatlinburg Dr	2837	27	1.2
16 Immanuel Rd	679	37	0.39
17 Ivy Dr	887	27	0.37
18 S. 11th St	662	27	0.28
19 S. 9th St	657	27	0.28
20 S. 8th St	656	27	0.28
21 S. 7th St	831	27	0.35
22 S. 6th St	1362	27	0.58
23 E. Pfennig Ln	285	57	0.25
24 E. Pfennig Ln	470	47	0.34
25 E. Pfennig Ln	3569	37	2.08
26 E. Pfennig Ln	485	67	0.26
27 S. Railroad Ave	2142	37	1.25
28 Sun Light Near Way	1992	27	0.84
29 Wells Branch Parkway	4501	65	4.61
Total			20.02



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.

TERMS AND CONDITIONS  
(Version 2/1/12)

By fulfilling a Purchase Order for goods or services, the contracting party identified below agrees that the below terms and conditions (as applicable to the purchase order) shall govern all agreements with the City unless otherwise agreed to by a specifically executed separate provision if permissible by law. Absent a specifically executed separate provision the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **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. The City reserves the right to modify any amount due to contractor presented by invoice to the City if necessary to conform to the amount to the terms of the contract.
2. **Multiyear Contracts.** If the City 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.
3. **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 by 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.
4. **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.
5. **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.
6. **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 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.
7. **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.
8. **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.**
9. **Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.
10. **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 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 contractor has fully read and understood the terms and conditions for 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.
11. **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.
12. **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)
13. **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.

**14. 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.

**15. 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)

**16. 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) for certain purchases. 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.

**17. 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)

**18. 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.

**19. 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.

# REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2016-9

Bid Title: Crack sealing services

Bidders Name: CHAMPION INFRASTRUCTURE LLC Date 4/13/16

Provide the name, address, telephone and point of contact of at least three customers that have utilized your company for sidewalk raising/repairs. References will be checked prior to award. Any negative responses received may result in disqualification of bid.

1. Company's Name TEXAS DEPARTMENT OF TRANSPORTATION  
 Name of Contact KURTIS TIELKE  
 Title of Contact SUPERVISOR  
 E-Mail Address KURTIS.TIELKE@TXDOT.GOV  
 Present Address 4235 SH 36  
 City, State, Zip Code ROSENBERG, TX 77471  
 Telephone Number (281) 238-7950 Fax Number (281) 238-7999
2. Company's Name CITY OF MIDLAND  
 Name of Contact GABE MCCLELLAND  
 Title of Contact ASSISTANT TRANSPORTATION MANAGER  
 E-Mail Address G.MCCLELLAND@MIDLANDTEXAS.GOV  
 Present Address 300 NORTH LORRAINE  
 City, State, Zip Code MIDLAND, TX 79702  
 Telephone Number (432) 685-7983 Fax Number (432) 685-0523
3. Company's Name ISI CONTRACTING, INC.  
 Name of Contact MARK BROWNE  
 Title of Contact CHIEF ESTIMATOR / PROJECT MANAGER  
 E-Mail Address MBROWNE@INFRASTRUCTURE-INC.COM  
 Present Address 5215 FIDELITY ST  
 City, State, Zip Code HOUSTON, TX 77029  
 Telephone Number (713) 671-0429 Fax Number ( )

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



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: CHAMPION INFRASTRUCTURE LLC

Agree ☒

Disagree ☐

Date: 4/13/16

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CHAMPION INFRASTRUCTURE LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**P.O. Box 1409**

6 City, state, and ZIP code  
**SALADO, TX 76571**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
4	6	-	2	8	0	7	4	6	0

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here ☐ Signature of U.S. person ▶  Date ▶ **4/13/16**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

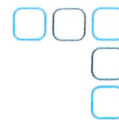
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Best value criteria

- ☒ 1. The Purchase Price
- ☒ 2. The reputation of the bidder and the bidder's goods or services
- ☒ 3. The quality of bidder's goods or services
- ☒ 4. The extent to which the goods or services meet the municipality's needs
- ☒ 5. The bidder's past relationship with the municipality
- ☐ 6. The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
- ☐ 7. The total long-term cost to the municipality to acquire the bidder's goods or services
- ☒ 8. Any relevant criteria specifically listed in the bids or proposals
- ☒ 9. Compliance with Chapter 38 of the City of Pflugerville ordinance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/13/2016

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 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> Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste. 100 Austin TX 78759		<b>CONTACT NAME:</b> Nelda Guerrero-Croston <b>PHONE (A/C, No, Ext):</b> 512-452-8877 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> NGuerrero@watkinsinsurancegroup.com	
<b>INSURED</b> Champion Infrastructure LLC PO Box 1409 Salado TX 76571		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Liability & Fire Ins. <b>INSURER B:</b> Texas Mutual Insurance Company <b>INSURER C:</b> CSU Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>CHAMP-3</b>		<b>NAIC #</b> 22945 13037	

**COVERAGES****CERTIFICATE NUMBER:** 665748864**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
C	<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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSU0061158	8/1/2015	8/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73APS058935	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CSU0061425	8/1/2015	8/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<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		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	SBP0001275539	9/6/2015	9/6/2016	<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
C	Scheduled Mobile Equipment (ACV) Rented/Leased Equipment			ENP 0294896 ENP 0294896	11/5/2015 11/5/2015	11/5/2016 11/5/2016	Limit/Deductible \$153,793/\$1,000 Limit/Deductible \$100,000/\$1000

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

Per Project General Aggregate Limit ONLY applies when required by written contract.  
City of Pflugerville is included as an additional insured on the general liability policy with waiver of subrogation on the general liability, auto liability and workers compensation policies where required by written contract. 30 day notice of cancellation endorsement applies when required by written contract on the general liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pflugerville PO Box 589 Pflugerville TX 78691	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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