

Bid Number 2011-2  
Bid Title Public Works Mowing Services

Bid Start Date February 3, 2011  
Bid End Date February 25, 2011 @ 2:00pm

Bid Contact Wayne Granger  
Streets Superintendent  
512-251-9935  
[wayneg@cityofpflugerville.com](mailto:wayneg@cityofpflugerville.com)

Contract Duration 1 year  
Contract Renewal 2 annual renewals  
Prices good for 30 days

Standard Disclaimer The right is reserved to accept or reject all or part of the bid, 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 or to the bidder who provides goods or services at the best value to the City.

Bid Information Exhibit A Attached

Certificate of Insurance must be included with bid documents.

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

Tax ID No: 459-72-6303  
Legal Business Name: William Earl Canady  
Address: 1101 Space Ln,  
City State & Zip: Austin Texas 78758  
Contact: Bill Canady  
Telephone No: 512-835-2017  
Business Entity Type: Sole ownership  
Email Address: BAICservices@gmail.com  
Authorized Signature Bill Canady  
Print Name Bill Canady

"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."

Two original bids are due to: City of Pflugerville  
Attn: Sabrina Schmidt  
100 East Main, Suite 100  
Pflugerville, TX 78660

Prior to 2:00 p.m. on Friday, February 25, 2011.

Sealed envelope must have bid number, opening date and time in lower left hand corner.

Bidder's name must appear on the outside of the envelope.

## Exhibit A

# PUBLIC WORKS MOWING SERVICES

### MAINTENANCE SPECIFICATIONS

The City of Pflugerville is accepting competitive sealed bids to establish an annual fixed price contract for PUBLIC WORKS MOWING, as specified in the bid document. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. It is anticipated that the mowing season will begin April 1<sup>st</sup> and end by October 30<sup>th</sup>.

#### **PRE-BID CONFERENCE**

The City of Pflugerville will hold a pre-bid conference at the **City of Pflugerville Public Works Department, 2609 E Pecan Street, Pflugerville, TX 78660**, at 9:00 a.m. on Monday, February 14, 2011. Attendance at the pre-bid meeting is not mandatory.

#### **SITE VISIT**

It is the responsibility of each vendor to visit all locations prior to submitting a bid, assessing each factor involved in the process of proper execution of this contract.

#### **I. GENERAL INFORMATION**

##### **A. Intent**

It is the intent of these specifications to describe the requirements for mowing. Contractor will supply all necessary materials, equipment, labor and supervision. The City intends to award this contract to one contractor. This bid will not be split.

##### **B. Qualifications of Contractors Bidding**

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission.

The City attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the contractor, but rather an acknowledgment of the City's obligation to its citizens.

In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must complete the Contractors Information Report. This report will demonstrate the following:

1. Satisfactory evidence that the contractor has operated to the extent as outlined in these specifications, and that the contractor has successfully conducted such an operation for a period of not less than three years within the last five years.
2. Satisfactory evidence that the contractor owns, or has made arrangements to acquire, all necessary equipment obligated within the scope of the contractor's existing operations.
3. Satisfactory evidence that the contractor has adequate, experienced personnel, proper facilities, and an adequate work plan to complete the work as specified.

Bidders must supply a list of all equipment to be used in the execution of this contract including, but not limited to: tractors, mowers, riding mowers, trimming/edging equipment, transport vehicles and trailers. If bidder plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the City which includes:

1. Name, address, and telephone number of company where equipment is to be leased/purchased, including itemization of equipment.
2. Statement from that company that bidder qualifies for leasing/purchase of equipment specified. An on-site inspection may be required as part of the bid process.

#### **Increases/Decreases of Acreage and/or Cycles**

Dependent upon funding and/or growth conditions, the City may elect to increase/decrease the acreage/number of cycles. Any increases/decreases will be calculated at the cost per bid.

#### **BID EVALUATION**

The cost for evaluation purposes will be the grand total shown on the Invitation for Bid form.

## II. SPECIFICATIONS

### A. General Specifications

1. All work shall be performed Monday-Friday between 7:30am and sunset only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.
2. All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: hearing and eye protection, safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
3. During term of agreement, contractor must provide to contract administrator or his designee a working telephone number. The telephone must be answered during normal working hours.
4. Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices will be paid on a net 30 basis by the City of Pflugerville.
5. Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
6. Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Pflugerville.
7. Contractor and employees will be courteous to the public at all times while at the work site. Conflicts or potential conflicts shall be reported to the contract administrator within 24 hours.
8. Contractor will work as an independent contractor and not as an agent, representative, partner or employee of the City of Pflugerville, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
9. The contractor's employees shall report to work in clean uniforms, including shirt and pants. The contractor company name shall be displayed on the employee's shirt. Employees shall wear a shirt at all times.
10. Unless the contract administrator has determined otherwise, the work shall be completed in consecutive work days. Weather/growth conditions may cause the cancellation or alteration of a mowing cycle, as determined solely by the contract administrator or his designee.

11. The contract administrator or his designee has the sole decision over whether the weather/soil/turf conditions are appropriate for maintenance. Failure of the contractor to abide with the contract administrator's decision can result in termination of contract.
12. It will be incumbent upon the contractor to contact the contract administrator or his designee to discuss contractor's work schedule for the day, areas that are ready for inspection and approval. Failure to contact the contract administrator or his designee on a regular basis may result in termination of contract.
13. Questions or concerns should be directed to the contract administrator. The contract administrator is Chris Laake.

**B. Maintenance Specifications**

1. **Locations** – It is the responsibility of the bidder to visit all the sites.
2. **Inspection** – Upon completion of each cycle the area will be inspected. If any deficiencies are cited, the contractor must correct them within 48 hours. Failure to do so may result in termination of contract.
3. **Mowing Height** – 3” - 4”
4. **Mowing Frequency (Cycle)** – Every 14 days
5. **Edging** – All curbs/sidewalks shall be edged with every mowing cycle.
6. **Trimming** – Areas that cannot be reached with mowers such as around signs, poles, trees, planted bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.
7. **Litter** – The contractor shall be responsible for picking-up and removing any and all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and curbs. Large items such as tires, furniture, piles of debris in excess of one (1) cubic yard and appliances, shall be removed by contract administrator.

8. **Mowed Areas** – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall not be collected and bagged.
9. **Company Identification** – Contractor's employees shall wear an appropriate uniform showing the Contractor's company name. Company name shall be visible to the public at all times while working on City property.

The information provided herein is in conjunction with our company's Bid No. 1116

**CONTRACTOR'S INFORMATION REPORT**

Name of Bidder William Earl Cavady  
 Address 1101 Space Ln.  
 City, State ZIP Austin Texas 78758  
 Telephone 512-835-2017  
 Contact Name Bill Cavady  
 Title owner

**A. EQUIPMENT FACILITIES**

1. Is your repair and yard facility at the above address?

YES  NO

2. If not, state the address of your repair and yard facilities.

16413 Reaction Lane Austin Texas

3. Complete the following list of presently owned or leased mowing equipment now in use.

YEAR	MAKE	MODEL	TYPE
2009	Hubota	L4400	TRACTOR
2009	Kubota	ZG327	60" zero turn
2009	Kubota	ZG227	54" zero turn
2005	Landpride	RZR44'	44" zero turn
2008	Shindwin	T270	String Trimmer
2009	Shindwin	T282	String Trimmer
2010	Echo	265 T	String Trimmer
2010	echo	PB251	Blower
2009	Troybuilt	TB21	push mower
2009	Gravely	ST22	wheeled trimmer
2009	mowhawk	Bronco 6072	Shredder
2009	world lawn	WB28	walk mower



**MUNICIPAL AND STATE MOWING EXPERIENCE**

1. State all completed municipal and/or state mowing contracts your company completed between January 1, 2005 and December 31, 2010.

Contract Entity	Date of Service From To	\$ Value of Contract	Date Completed
Village of Webberville	June - 09	56,000 <sup>00</sup>	11-10
LCRA	3-9	75,000 <sup>00</sup>	12-10

2. State all current municipal and/or state mowing contracts your company is mowing at the present time. If none, enter none.

Contracting Entity	Date of Service From To	\$ Value of Contract	Date Completed
Village of Webberville	3-11 12-11	56,000 <sup>00</sup>	
TexDot	5-1-09	137,000 <sup>00</sup>	5-1-11
LCRA	3-1-09 Present	various 50,000 <sup>00</sup>	3-1-14

**D. MANAGEMENT**

List the names and a brief description of the mowing experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

Name: Bill Conady

Experience 30 yrs. mgt skills, 3rd state + LCRA contracts.

Name: Ryan Conady

Experience 3 yrs. experience. State and LCRA contracts

Name: \_\_\_\_\_

Experience \_\_\_\_\_

**E. WORK PLAN**

Describe in detail how you would prosecute the mowing work detailed in these specifications. Include in your description the function of all equipment to be used.

*Execution of mowing and trimming.*

*1. Put out all signage, and move regularly*

*2. Mowing with large 0-Turn mowers, and weed eat or edge as necessary.*

*3. Apply all safety procedures currently used on other roadside contracts*

*4. Preserve safety, quality, and integrity.*

**INVITATION FOR BID**

Item #	Item Description	# of Acres	x	Cost per Acre	=	Cost per Cycle*	x	# of Cycles	=	Item Total
1	Grand Avenue/ A. W. Grimes	4.4	x	50.00	=	220.00	x	16	=	8520
2	Pflugerville Parkway	24.7	x	50.00	=	1235.00	x	16	=	19760
3	FM 685	5.4	x	50.00	=	270.00	x	16	=	4320
4	Wells Branch	6.6	x	50.00	=	330.00	x	16	=	5280
5	Dessau Road	10.3	x	50.00	=	515.00	x	16	=	8240
6	Heatherwilde Boulevard	8.9	x	50.00	=	445.00	x	16	=	7120
<b>GRAND TOTAL</b>										<b>48,240.00</b>

\* A typical cycle is 14 calendar days.

City of Pflugerville  
 Insurance Requirements

Bidder/Contractor 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/Contractor 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.

<u>Type of Insurance</u>	<u>Amount of Insurance</u>	<u>Provisions</u>
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate;	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
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 Sabrina Schmidt, City of Pflugerville, [sabrinas@cityofpflugerville.com](mailto:sabrinas@cityofpflugerville.com), (512) 990-6100.

A contract will not be issued without evidence of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2011

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> Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752		<b>CONTACT NAME:</b> Rene Ransom, CISR <b>PHONE (A/C, No, Ext):</b> (512) 451-6551 <b>FAX (A/C, No):</b> (512) 454-0183 <b>E-MAIL ADDRESS:</b> rransom@centralins.com <b>PRODUCER CUSTOMER ID #:</b> 00031586	
<b>INSURED</b> William Earl Canady 1101 Space Lane Austin TX 78758		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> America First Insurance <b>NAIC #</b> 12696 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 11-12 Master GL, Au, WC

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4005962259/60	3/3/2011	3/3/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<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			4005962360	3/3/2011	3/3/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000 Uninsured motorist combined \$ 100/300
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<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			4005962541	3/3/2011	3/3/2012	WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Pflugerville is named as additional insured with regards to the general liability & auto policy with a waiver of subrogation in favor of the City of Pflugerville on all listed policies. \*\*\*30 days notice of cancellation or material change in coverage has been endorsed for the City of Pflugerville

**CERTIFICATE HOLDER****CANCELLATION**

City of Pflugerville P.O. Box 589 Pflugerville, TX 78691-0589	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  Scott Raper/CIA44 <i>Scott Raper</i>
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