



*where quality meets life*

# PFLUGERVILLE TEXAS

City of Pflugerville

Bid Number 2018-1  
Bid Title Crack Sealing Services

Bid due December 14, 2017 @ 1:00PM

Bid Contact Donnie Kaase, Project Manager  
512-990-6400  
[donaldk@pflugervilletx.gov](mailto:donaldk@pflugervilletx.gov)

Contract Duration 1 year with 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 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. The Contractor may not sell, sublet, or otherwise assign any part of its responsibilities to others without written consent from the City of Pflugerville.

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. Purchasing contract rider.
  5. Reference Sheet.
  6. Interlocal cooperative contract agreement.
  7. Best value criteria as attached.
  8. HB1295 information page attached.
- All documents herein and attached are required to be completed and returned with the response.

Company Name: FYL Enterprises, LLC

City of Pflugerville  
Bid Number: 2018-1  
Bid Title: Crack Sealing Services

Tax ID No: 45-5476909  
Legal Business Name: FYL Enterprises, LLC  
Address: P.O. Box 27505  
City State & Zip: Austin, TX 78755  
Contact: Fernando Gonzalez / Lorena De La Peña  
Telephone: 512-217-6023  
Business Entity Type: LLC  
Email Address: fyl.fernando@gmail.com  
Authorized Signature Lorena De La Peña  
Print Name Lorena De La Peña

"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 December 14, 2017 @ 1:00pm.

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.

Company Name: FYL Enterprises, LLC

City of Pflugerville  
Bid No: 2018-1  
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

Company Name: FYL Enterprises, LLC

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.

Company Name: FYL Enterprises, LLC

**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.
4. Contractor must have flagger stationed far enough back from the crack seal operation such that vehicles are not driving on the crack seal that adheres to vehicle tires.
5. Contractor is to use de-tack, when appropriate, to ensure crack seal Does not adhere to vehicle tires.

**Measurements:**

Pay items 1-4 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 list of 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: FYL Enterprises, 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.	14.46 L.M.	Area 1	<u>\$ 939</u>	<u>\$ 13,577.94</u>
2.	24.27 L.M.	Area 2	<u>\$ 939</u>	<u>\$ 22,789.53</u>
3.	14.97 L.M.	Area 3	<u>\$ 939</u>	<u>\$ 14,056.83</u>
4.	22.65 L.M.	Area 4	<u>\$ 939</u>	<u>\$ 21,268.35</u>

TOTAL

\$ 71,692.65

Increases/Decreases of lane miles

Dependent upon funding, the City may elect to increase/decrease the lane miles (areas 1-4) 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: FYL Enterprises, LLC

Street Name LM

## Area 1

### **Cheyenne Valley**

N. Heatherwilde Blvd.	2
from SH45 to City Limit	
Cheyenne Valley Dr.	2.74
Boone Valley Dr.	1.48
San Chisolm Dr.	1.42
Cisco Valley Dr.	1.49

9.13

### **Steeds Crossing**

Steeds Crossing	1.87
Secretariat Ridge Ln.	1.24
Derby Day Ave.	2.22

5.33

## Area 2

### **Highland Park North**

Kingston Lacy Blvd.	5.03
Huntingtower Castle Blvd.	1.86
Alnwick Castle Dr.	1.09
Abbeyglen Castle Dr.	1.03
Portchester Castle Path	2.73
Obed River Dr.	1.07
Craters of the Moon Blvd.	1.88
Walnut Canyon Blvd.	1.08
Bandelier Dr.	1.4
Mammoth Cave	2.13

19.3

### **Highland Park**

N. Cascades Ave	1.67
Great Basin Ave	2.25
Crater Lake Dr.	1.05

4.97

### Area 3

#### **Pfluger Farm Ln.**

Pfluger Farm Ln.	3.44
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Pflugerville Pkwy	11.53
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### Area 4

#### **Falcon Pointe**

Murchison Ridge Trl.	2.42
Tranquility Ln.	1.12
Amen Corner Rd	1.17
Sea Island Dr.	1.07
Dunes Dr.	1.03
Vilamoura St.	2
Kelly Ln.	6.81
Falcon Pointe Blvd.	4.78
Barley Field Pass	1.25
	21.65
Becker Farms Rd	1
	22.65
	26.94



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	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	
Independent Contractors		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
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 the City of Pflugerville (512)990-6100 A contract will not be issued without evidence of Insurance.

Company Name: FYL Enterprises, LLC

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>FYL Enterprises, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>FYL Enterprises, LLC</b>	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 27505</b>	Requestor's name and address (optional)
	6 City, state, and ZIP code <b>Austin, TX 78755</b>	
	7 List account number(s) here (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.

<b>Social security number</b>												
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**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 ▶ <b>Lorena De La Peña</b>	Date ▶ <b>12-14-2017</b>
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**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/w9](http://www.irs.gov/w9).

**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.

**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 FYL Enterprises, LLC, (Vendor). The Contract involved in this Rider is described as follows:

*Title of Contract:* Crack Sealing Services Bid # 2018-1

**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.

**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

Lorena De La Peña

Title: Managing Member

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

Date: 12-14-2017

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2018-1

Bid Title: Crack Sealing Services

Bidders Name: FYL Enterprises Date 12-14-2017  
LLC

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

1. Company's Name TXDOT LAREDO DISTRICT  
Name of Contact David Salazar  
Title of Contact District Engineer  
E-Mail Address DAVID.SALAZAR@TXDOT.GOV  
Present Address 1817 Bob Bollock Loop  
City, State, Zip Code Laredo, TX 78043  
Telephone Number (956) 712-7435 Fax Number (956) 712-7401
  
2. Company's Name TXDOT AUSTIN DISTRICT SOUTH TRAVIS  
Name of Contact Reed Smith  
Title of Contact Area Engineer  
E-Mail Address REED.SMITH@TXDOT.GOV  
Present Address 9725 S. IH35  
City, State, Zip Code Austin, TX 78744  
Telephone Number (512) 292-2404 Fax Number ( )
  
3. Company's Name TX DOT AUSTIN DISTRICT NORTH TRAVIS  
Name of Contact Clint Dube  
Title of Contact Area Supervisor North/East/Central Travis  
E-Mail Address CLINT.DUBE@TXDOT.GOV  
Present Address 1001 E. Parmer Lane  
City, State, Zip Code Austin, TX 78753  
Telephone Number (512) 585-6318 Fax Number ( )

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

Company Name: FYL Enterprises, LLC





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: FYL Enterprises, LLC

Agree

Disagree

Date: 12-14-2017



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

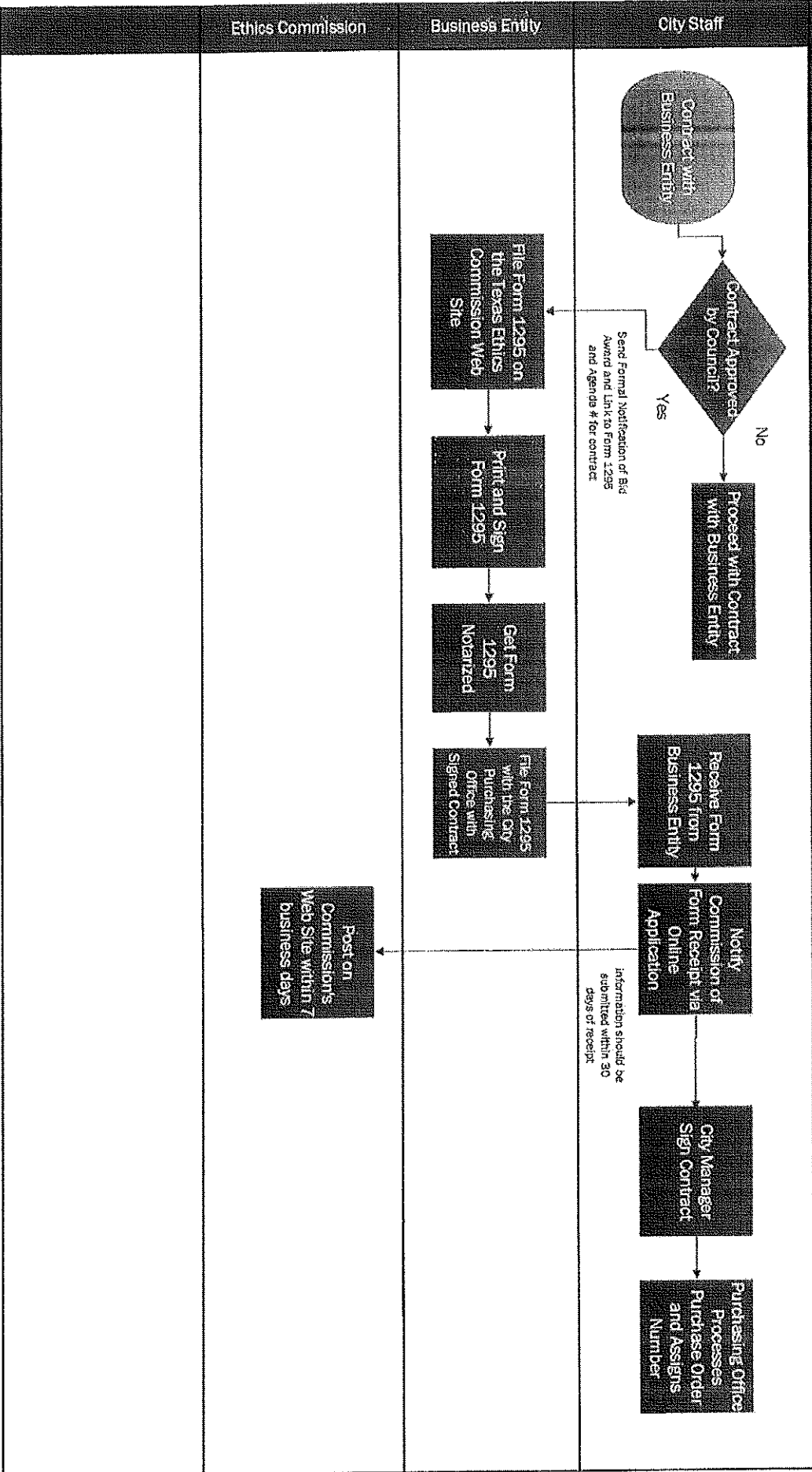
The Texas Legislature approved HB 1295 during its last Legislative session and the date for implementation of the new process was January 1, 2016.

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](#) and a flowchart and sample form are attached for your reference.

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, notarized and returned to the City along with the signed contracts.

# Disclosure of Interested Parties

HB 1295







# CERTIFICATE OF INSURANCE

Form 1560  
(Rev. 07/12)  
Previous editions of this form may not be used.  
Page 1 of 2

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: FYL Enterprises, LLC

Street/Mailing Address: 3901 N. Hills Dr.

City/State/Zip: Austin, TX 78731

Phone Number: ( 512 ) 433 - 6847

### WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b> Texas Mutual Insurance Company			<b>Carrier Phone #:</b> ( 800 ) 859 - 5995	
<b>Address:</b> PO Box 841843			<b>City, State, Zip:</b> Dallas, TX 75284-1843	
<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits of Liability:</b>
Workers' Compensation	0001279329	12/07/2017	12/07/2018	Not Less Than: Statutory - Texas

### COMMERCIAL GENERAL LIABILITY INSURANCE:

<b>Carrier Name:</b> Burlington Insurance Company			<b>Carrier Phone #:</b> ( 817 ) 652 - 1277	
<b>Address:</b> 2301 East Lamar Blvd., 5th Floor			<b>City, State, Zip:</b> Arlington, TX 76006	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Commercial General Liability Insurance	011CRP0010845	12/07/2017	12/07/2018	Not Less Than: \$ 600,000 each occurrence

### BUSINESS AUTOMOBILE POLICY:

<b>Carrier Name:</b> Progressive Insurance Company			<b>Carrier Phone #:</b> ( 800 ) 444 - 4487	
<b>Address:</b> PO Box 105428			<b>City, State, Zip:</b> Atlanta, GA 30348	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Business Automobile Policy	019718454	12/07/2017	12/07/2018	Not Less Than: \$ 600,000 combined single limit

### UMBRELLA POLICY (if applicable):

<b>Carrier Name:</b>			<b>Carrier Phone #:</b> ( ) -	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

### Agency Name

The Nitsche Group

### Address

143 E. Austin St.

### City, State, Zip Code

Giddings, TX 78942

( 979 ) 540 - 2281

11/29/2017

**Authorized Agent's Phone Number**

**Authorized Agent Original Signature**

**Date**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

DEC 14 REC'D

City of Pflugerville  
Attn: Sabrina Schmidt  
100 E. Main St.  
Suite 100  
Pflugerville TX 78660

Bid Number : 2018-1  
Bid Title : Crack Sealing Services

11:08 AM  
gd