



where quality meets life

PFLUGERVILLE
T E X A S

City of Pflugerville

Bid Number

2019-7

Bid Title

Concrete sidewalk removal and replacement

Bid due

January 7, 2019 @ 2:00PM

Bid Contact

Donnie Kaase, Project Manager

512-990-6400

donaldk@pflugervilletx.gov

Bid Duration

12 Month contract

Contract Renewal

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

Contract to begin upon acceptance from the City Council. The City of Pflugerville will issue a purchase order stating the start date.

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. **Budget of \$90,000.00**
2. **Certificate of Insurance must be included with bid documents (see attached requirements).**
3. **Completed W9.**
4. **Purchasing contract rider.**
5. **Reference Sheet.**
6. **Best value criteria as selected.**
7. **Interlocal cooperative contract agreement.**
8. **HB1295 information sheet attached.**

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

Company Name: XEVEK Construction, LLC

City of Pflugerville
Bid Number: 2019-7
Bid Title: Concrete sidewalk removal and replacement

Tax ID No: 46-1337655

Legal Business Name: XEVEX Construction, LLC

Address: P.O. Box 681

City State & Zip: Buda, TX 78610

Contact: Ricardo Gonzalez

Telephone: 512-312-4214 (Office) 512-644-8043 (Cell)

Business Entity Type: LLC

Email Address: info@xevexllc.com

Concrete sidewalk removal and replacement

Price per square foot \$ 17.00

The maximum contract amount of \$90,000.00 payment will not exceed the maximum contract amount. This contract terminates on September 30, 2019. No work completed after September 30, 2019 will be paid for.

Authorized Signature 

Print Name Ricardo Gonzalez

“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, prior to January 7, 2019 @ 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: 2019-7
Bid Title: Concrete sidewalk removal and replacement

Specifications for Sidewalk Removal and Replacement:

These specifications cover the demolition and removal, site preparation, and replacement of existing damaged sidewalks located at various sites throughout the City of Pflugerville. The work described in each item includes all labor and services, furnishing of materials, equipment, supplies, tools and all incidentals necessary to complete the maintenance of the concrete slab by demolishing and replacement of sidewalks in a neat, efficient, professional manner. The specific locations will be marked by the project manager and reviewed with the contractor. Repairs will be done at various stages throughout our fiscal year 2019(October 2018 - September 2019). All construction is to be in accordance with City standards and specifications, as well as, The Texas Accessibility Standards and the Americans with Disability Act.

Maintenance Materials and Methods:

A. Materials

Concrete is to be Class "A" 3,000 PSI with a depth of 4." 6"x6" number 6 welded wire fabric shall be used for reinforcement. Reinforcement shall be accurately placed at slab mid-depth and held firmly in place by means of bar supports of adequate strength and number that will prevent displacement and keep steel at its proper position during placement of concrete. In no instance shall the steel be placed directly on the subgrade or sand cushion. 2" sand cushion shall be used as bedding. ½" pre-molded expansion joint material shall be used at the joints, which are to be doveled into the adjoining slab.

B. Damage to Slabs or Existing Sidewalks

Any existing concrete which is damaged due to negligence shall be replaced/repared by the contractor at the contractor's expense.

Removal of the damaged area shall be accomplished by whatever means practical by the contractor and subject to approval of the project manager or designated representative. Removal and replacement limits shall be defined by the nearest existing expansion joint. The project manager or designated representative may direct that the new joint be saw cut near the damaged area.

C. Damage to Grassed/Vegetation Areas

Grassed/vegetation areas which are damaged by the contractor shall be restored at the contractor's expense to the conditions equal to or better than that existing prior to commencement of work.

D. Damage to Irrigation Systems

Any irrigation system which is damaged due to negligence shall be repaired/replaced by the contractor at the contractor's expense.

E. Utility Conflicts and Coordination

If the Contractor damages any utilities he shall promptly notify the utility and the project manager.

F. Clean Up

Sidewalks that are removed and replaced under this project shall be thoroughly scraped and swept after completion of repairs. The contractor shall maintain a thorough and systematic cleanup operation that follows closely behind the construction of the work. The contractor shall leave all work areas in broom clean condition. The contractor shall remove and properly dispose of all dirt, debris, and excess of materials resulting in the execution of the work to the satisfaction of the project manager or designated representative. Defects of any nature shall be promptly corrected.

G. 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 work order.

Measurements:

- A. The number and location of existing concrete panels scheduled for replacement under this project will be identified by the project manager or designated representative.
- B. Sidewalk panels at the designated sites scheduled to be removed and replaced shall be measured by the square foot of anticipated repair.
- C. The work shall be deemed complete when all locations selected by the project manager or designated representative have been completed. Work at each location shall be accepted when it is completed to the satisfaction of the project manager or designated representative.

Specifications For Removal And Replacement Of ADA Ramps:

These specifications cover the demolition and removal, site preparation, and replacement of existing damaged or non-compliant ADA sidewalk ramps located at various sites throughout the City of Pflugerville. The work described in each item includes all labor and services, furnishing of materials, equipment, supplies, tools and all incidentals necessary to complete the maintenance of the concrete slab by demolishing and replacement of ramps in a neat, efficient, professional manner. The specific locations will be marked by the project manager and reviewed with the contractor. Repairs will be done at various stages throughout our fiscal year 2019(October 2018 - September 2019). All construction is to be in accordance with City standards and specifications, as well as, The Texas Accessibility Standards and the Americans with Disability Act.

A. In lieu of the truncated pavers in the City's Construction Standards and Details the City shall supply steel Detectable Warning Plates to be installed according to the manufacturer. You can view the plates at <http://www.nfco.com/municipal/products/detectable-warning-plates>

**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
Personal Injury		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
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.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above XEVEX Construction, LLC		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<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) ▶ <u>P</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶		
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 681		Requester's name and address (optional)
6 City, state, and ZIP code Buda, TX 78610			
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">-</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>				-			-				
			-			-					
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 20px;">4</td> <td style="width: 20px;">6</td> <td style="width: 20px;">-</td> <td style="width: 20px;">1</td> <td style="width: 20px;">3</td> <td style="width: 20px;">3</td> <td style="width: 20px;">7</td> <td style="width: 20px;">6</td> <td style="width: 20px;">5</td> <td style="width: 20px;">5</td> </tr> </table>	4	6	-	1	3	3	7	6	5	5	
4	6	-	1	3	3	7	6	5	5		

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶	1/7/2019
------------------	----------------------------	--	--------	----------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.

**STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF PFLUGERVILLE, TEXAS**

(Version 9/1/2017)

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 XEVEX Construction, LLC (Vendor). The Contract involved in this Rider is described as follows:

Title of Contract: 2019-7 Concrete Sidewalk Removal and Replacement

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. The 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 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 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.

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 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 annually 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 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.

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. 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)

14. 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.

15. 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.

16. 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)

17. 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.

18. 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)

19. 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.

20. 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.

21. 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.

CITY OF PFLUGERVILLE, TEXAS

VENDOR

By: _____

Ricardo Gonzalez- XEVEX Construction, LLC

City Manager

Title: Project Manager

Date: _____

Date: 1/7/2018

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2019-7

Bid Title: Concrete sidewalk removal and replacement

Bidders Name: XEVEX Construction, LLC Date 1-7-2018

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

1. Company's Name City of San Marcos
Name of Contact Jesse Shroyer
Title of Contact Street & Drainage Manager
E-Mail Address JShroyer@sanmarcostx.gov
Present Address 630 E. Hopkins
City, State, Zip Code San Marcos, TX 78666
Telephone Number (512) 393-8025 Fax Number ()

2. Company's Name Navarro ISD
Name of Contact Nancy York
Title of Contact Purchasing
E-Mail Address nancy.york@nisd.us
Present Address 6450 N. State Hwy 123
City, State, Zip Code Seguin TX 78155
Telephone Number (830) 372-1930 Fax Number ()

3. Company's Name Brown & Root
Name of Contact Thomas Baumgartner
Title of Contact Project Manager
E-Mail Address thomas.baumgartner@brownandroot.com
Present Address East Hwy 290, Suite D-111
City, State, Zip Code Austin, TX 78723
Telephone Number (512) 992-8551 Fax Number ()

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



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



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: XEVEX Construction, LLC

Agree

Disagree

Date: 1-7-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Drive Austin, TX 78741 Time Insurance Agency, Inc.	CONTACT NAME: Time Insurance Agency, Inc.
	PHONE (A/C, No. Ext): 512-447-7773 FAX (A/C, No): 512-440-0989
	E-MAIL ADDRESS: ajeske@timeinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED XEVEX Construction LLC P.O. Box 681 Buda, TX 78610	INSURER A: Ohio Security Insurance Co NAIC # 24082
	INSURER B: Texas Mutual Insurance Company 22945
	INSURER C: Chubb Insurance Group
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	BLS56222148	12/23/2018	12/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAS56222148	07/18/2018	07/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001317797	01/04/2018	01/04/2019	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment			45470087	05/19/2018	05/19/2019	Occurrence 27,000

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

Policy cancellation clause provides 30 days' notice of cancellation, except for non-payment of premium, which provides 10 days' notice.

CERTIFICATE HOLDER

CITYAU1

City of Pflugerville
100 E. Main St. Suite 100
Pflugerville, TX 78660

CANCELLATION

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

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

JAN 07 REC'D

12:00pm

12

From: XEVEX