

Bid Number

2017-13

Bid Title

City of Pflugerville Drainage Mowing

Services

Bid Start Date

February 1, 2017

Non-Mandatory Pre Bid February 13, 2017 @ 10:00AM

Bid End Date

February 16, 2017 @ 2:00PM

Bid Contact

Michael Lanahan

(512) 990-6400 michaell@pflugervilletx.gov

Contract 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 the CPI index or other vendor cost increases. Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to 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 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 or to the bidder who provides goods or services at the best value to the City.

Company Name: DE Angelo Brothers U.C.

Bid Information

- 1. Best value criteria as selected.
- 2. Maps of mowing locations are included with bid documents.
- 3. See bid sheet for acreage of the mowing locations.
- 4. Completed W9.
- 5. Certificate of Insurance must be included with bid documents (see attached requirements).
- 6. Purchasing rider attached.
- 7. Reference Sheet.
- 8. HB 1295 information attached.
- 9. Interlocal cooperative contract agreement.

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

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

Tax ID No 23-2332783
Legal Business Name: DE Angelo Brothers LLC,
Address: 4723 pinemont drive
City State & Zip: Houston TX 77092
Contact: JEFF THIES
Telephone No: 281-391-1885
Business Entity Type: Infrastructure & Maintenance
Email Address: Jeffrey. thies @ dbiservices. com
Authorized Signature
Print Name Print Name

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 East Main, Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville, Attn: Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.

Bids are due by 2:00 p.m. on February 16, 2017.

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

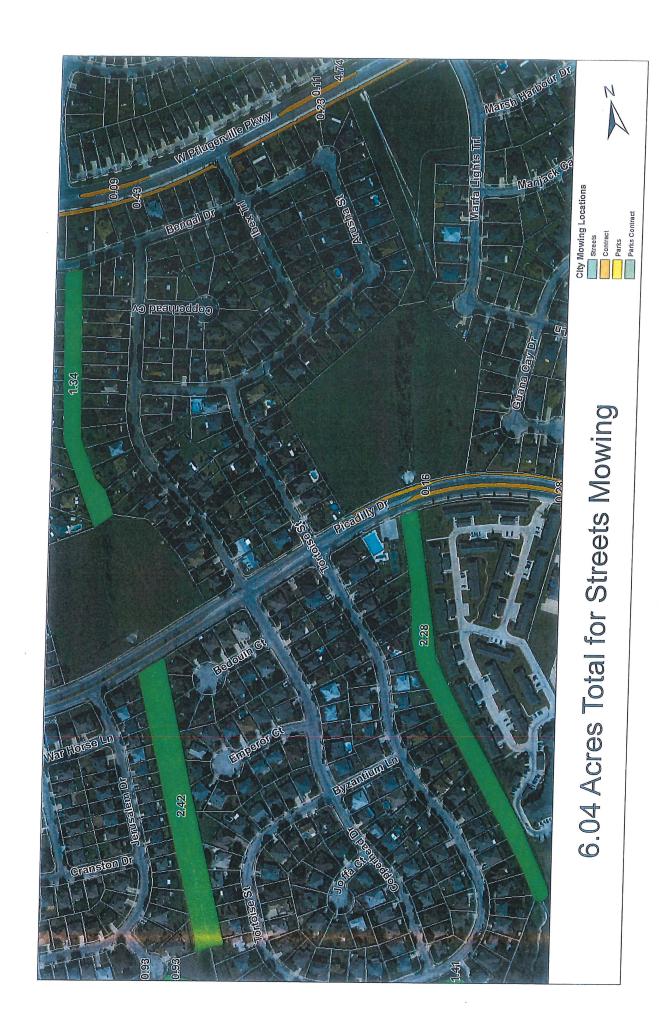
Bidder's name must appear on the outside of the envelope.

Supplemental Quantities for Drainage Mowing

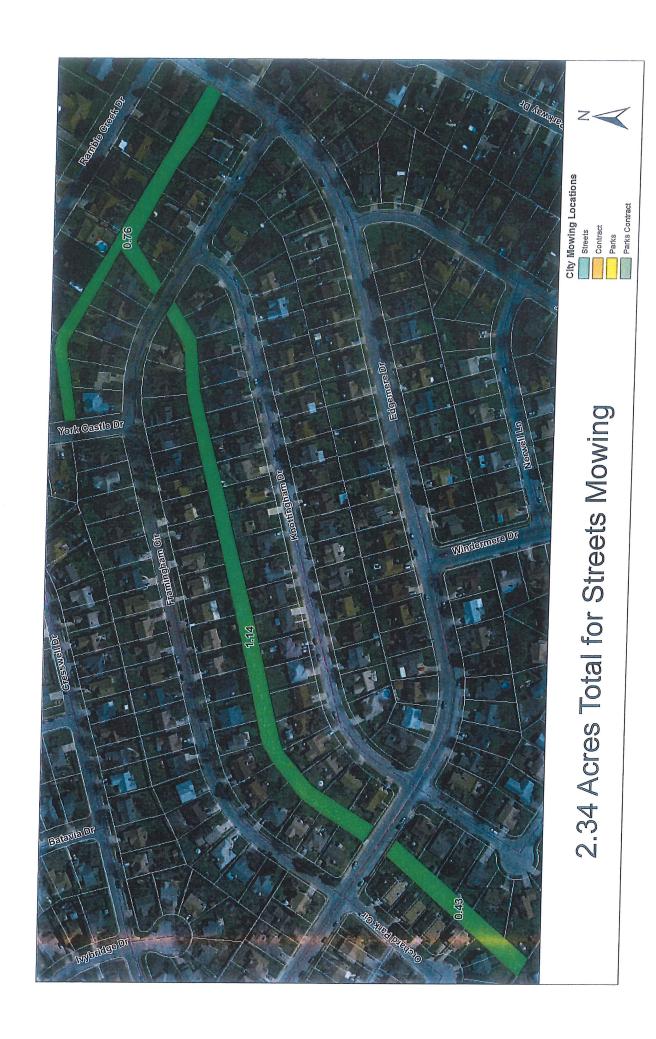
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Item#	Item Description	Acreage	X	Acre	=	Cycle	X	Cycles	=	Item Total
1	Jigsaw/Jerusalem	6.04	X	339,00	8	2047.56	7	7	2	14,332.93
2	Black Isle/Black Locust	8.69	X	402.00	×	3493.38	7	7	2	24,453.66
3	Framingham	2.34	×	993,00	6.0	2323.62	7	7	63	16,265,3
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corrected bid sheet please replace this sheet and turn in with your bid

Company Name DEAngelo Brothers LLC.







Drainage Mowing

MAINTENANCE SPECIFICATIONS

The City of Pflugerville is accepting competitive sealed bids for mowing the City of Pflugerville drainage areas, as specified in the bid document. The bid will be awarded to the **LOWEST RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. It is anticipated that the mowing season will begin in January and end in December.

NON-MANDATORY PRE-BID CONFERENCE

The City of Pflugerville will hold a pre-bid conference at 15500 Sun Light Near Way, Pflugerville, TX 78660 at 10:00 a.m. on Monday February 13, 2017.

SITE VISIT

It is the responsibility of each vendor to visit the sites prior to submitting a bid to assess all factors 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, 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

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 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. Contractor is not to invoice the City until the cycle is complete and the City has been informed that the cycle is complete. Invoicing before a cycle is complete can result in termination of the contract.
- 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.
- 11. The contract administrator 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, via email, by noon on Monday with the week's anticipated work schedule. Contract administrator will be contacted via email that a cycle is completed and is ready for inspection and approval. Failure to contact the contract

- administrator on a regular basis to inform him of the work schedule, completion of a cycle, delays, concerns, etc. may result in termination of contract.
- 13. Questions or concerns should be directed to the contract administrator. The contract administrator is Michael Lanahan, phone number 512-990-6400, email is michaell@pflugervilletx.gov.

Maintenance Specifications

- 1. Locations It is the responsibility of the bidder to visit all sites.
- 2. **Inspection** Upon completion of each cycle the contractor will notify the contract administrator who will inspect the completed areas. 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** 4" 5"
- 4. **Mowing Frequency (Cycle)** There will be 7 cycles, spaced out evenly weather permitting for the rest of FY 17 and 9 cycles for FY 18 & FY 19 if contract is extended.
- 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, lake shore, 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, curbs and streets. Large items such as tires, furniture, piles of debris in excess of one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will 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 be removed from sidewalks, trails, curbs and streets but 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.
- 10. **Illegal Dumping** If there appears to be any illegal dumping, such as fencing material or tree limbs, the contract administrator shall be contacted.

CONTRACTOR'S INFORMATION REPORT
Name of Bidder DE Angelo Brothers U.C. Address 4723 Pinemont Drive
Address 4723 Pinemont Drive
City, State ZIP Houston Tx 77-092
Telephone 281-391-1885
Contact Name JEFF THIES
Title BRANCH MANAGER
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.
ANOTHER FACILITY IN WACO AS WELL
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3. Complete the following list of presently owned or leased mowing equipment now in use.

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11/18/2016	05500	3500HD	3500	2500	4900	F700	NQR	3500 Crew Cab	CH613	4900	2500 Crew Cab	3500	3500	Passenger VAN	1500	2500	Sour Express VAN	OHUDEZ SEGO	250U	Treedom AAL	1300	1500	4300	4300	4300	4300	4300	4300	4300	2500	5500	5500	4300	4300	1500	1500	338	5500	1500	1500	1500	1500	1500	1500	3500	3500	3500	416D	580SN		
	Chevy	Chevy	Dodge	Chevy	International	Ford	Isuzu	Af 1	Mack	utternational	יאנל פאונט	Doda	Ford E 250	10td F-350	Dodge	Chevy	Chevy	GMC	Mack	Dodge	Dodge	International	International	International	International	International	International	International	Dodge	Dodoe	Dodge	International	International	Dodge	Dodge	Hino (CDI.)	Dodoe	Dodge	Dodge	Dodge	Dodge	Dodge	Dodge	Dodge	Chevrolet	Chevrolet	Chevrolet	CAT	Case		
	2004	2013	7007	2003	1007	2006	2006	1998	2000	2000	2011	2011	2011	2005	2015	2012	2012	2009	2002	2016	2016	2005	2006	2005	2010	2010	2010	2010	2015	2015	2015	2002	2007	2016	2016	2009	2010	2016	2016	2016	2016	2010	2010	4016	2010	2010	2016	2006	7077		
	2015	2012	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	+	2016	+	+	+	+	+	+	2014	\dashv		
7.4	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	DBI	₩.	AM	AM	AIM	W.C.	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	DBI	AM	+	AM	ł	AM	+	+	\dagger	+	+	+	+	$\frac{1}{1}$		
2020667	2020668	2020669	2020670	2020738	2020741	2020743	2020744	2020745	2020746	2020747	2021082	2021134	2021021	2021164	2021/08	2021623	2021042	202102/	2022070	2022071	2022102	201770	2022202	2022107	022108	2022111	2022114	2022070	2022078	222079	2022080	2022118	2022120	\perp	\dashv	2022374	2022/04	2022624	2022626	L	\downarrow	L	L	\perp	\perp	2023581	+	+			
2026	\dagger	\vdash		Н	+	1	\forall	+	7	2039	+	\dagger	2072	+	\dagger	+	2129	\dagger	+	t	\dagger	\dagger	+	2151	\dagger	\dagger	2159 2	+	+	\dagger	2165	\dagger	\dagger	\dagger	2700	\dagger	t	+	\dagger	-	\vdash	2248 20		\vdash	H	\vdash	+	Н			

	TX.	XL	X	XI	XI	TX	Ϋ́	χĮ	TX	ΤX	TX	Ϋ́	TX	Τχ	Τ̈́	Τχ	XI	Ϋ́	ΧŢ	ΤX	ΤX	XI	TX	TX	TX	TX	Ϋ́	Ϋ́Ι	Ϋ́L	TX	TX	XI	ΧĮ	XI	XI	XI	XI	YY	IX	XI	XI	TX	XI	XI	Τχ	Ϋ́	IX	XI	Ϋ́	XI
	FORKLIFT	Forklift	WALK BEHIND MOWER	KIDING MOWER	MOMPE (TREE (1 A)	MOWER / TREE / LAINDSCAPE	MOWER /TREE / LAINDSCAPE	SPRAYED STAFF	CHREA DED	SPREADER	CPREA DER	CDBEADER	SPREADEK	SPEADER	HERTII IZER CDREA	SPEANER SEADER	SI NEADEK	MOMANTO MONTH	MOMMING DECK	MOIAMIO DECK	MOWING DECK	MOMING DECK	MOMING DECK	MOMBIO DECK	OTTERED DECK	MOMMIN DECK	MOMANO DECK	FLAT MOMED	MOMINIC WER	MOMING DECK	MOMING DECK	MOMING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOMINIC DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOIMING DECK	INJOWING DECK
#365)	- 1025 - 186D	SW48V-161 AT	ZD3311.P	ZD331LP	GROUNDSMASTER 5900	GROUNDSMASTER 5900	GROUNDSMASTER 5900	200 Gallon	2715								FR15	2715L	2715L	2715	2715	2715	2715	2715	2715RR1	2715	2715	FR74			SR15H	SRI5	1330 MF	SR15M	20331P	TD1500	TD1500	1D1500	TD1500	TD1500	TD1500	2615	2615	2615	2615	2615	2615	2615	2615	
DAEWOO	Case	SCAG	KUBOTA	KUBOTA	TORO	TORO	TEGGO	PITCH TIOC	SOU USOG					CIT 7/ (T)	1 X LEK	ST. TITLE	KHINO	BUSH HOG	BUSH HOG	ntrore	BUSH HOG	BUSH HOG	BOSH HOG	KHINO	NITH	CHILLY	ONTEN	ONITAL MASSEX	PLINTO	ONTENT	RIGHTOC	BIIGHTOC	BITCH HOC	BISHHOG	BIISH HOC	Brich GO	BUGH HOG	DOTH HOLD	BOH HOG	PUST HOG	BUSH HOG	BITCH HOG	BITCH HOG	BITCH TOO	BUSH HOG					
2003		2008	2014	2014	2013		2005	2011	177																																	T	T		1			\dagger		
2008	2016	2008	2014	2014 2014 T	20141 2014T	2014T	2014T	2014	2014	2014	2014	2014	2014	2014T	2014	2014T	2014T	2014T	2014	2014T	20141	201±11	20171	20141	2014T	2014T	2014T	2014	2014	2014T	2014T	2014	2014	2014T	2014	2014	2014	2014	2014	2014	2014	2014	*****							
DBI	AM	120	AIM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM		
NO PROJ	2008142	20100142	2013043	2019337	2019333	2019334	2019335	2019336	2019337	2019338	2019339	2019340	2019341	2019342	2019343	2019344	2019345	2019347	2019349	2019350	2019351	2019352	2019354	2019355	2019356	2019357	2019358	2019359	2019360	2019361	2019362	2019363	2019364	2019365	2019366	2019371	2019372	2019374	2019375	2019376	2019377	2019378	2019379	2019380	2019381	2019382	2019383	2019384		
forklift-15 NO PROJ	M-62	M-114	M-115	M-118	M-119	M-120	M-121	M-122	M-123	M-124		-		M-128	M-129		-	M-132	┝	-	M-135	M-136	M-137	\vdash	M-139	\vdash		Н	_		H	Н		\dashv	\dashv	ᅥ	\dashv	M-152 2	\dashv	\dashv		Н	Н	\dashv	M-159 2	Н	Н	M-162 2		

Equipment List 11/18/2016

	TX	TX	TX	TX	XI	XL	XI.	XL	XX.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	VI A	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	XI È	Y	IX	XI À	XI	Y	ΥĀ	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	XX	XL	X	X	X	TX	X	TX	ΤχI	ΤX	ΧŢ	Ϋ́	TX	Ϋ́Τ	TX	Ϋ́Ι	Τχ	Ϋ́	X	X	XI	XI	XI	YI	XI	XI	XIÈ
	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	MOWING DECK	RIDING MOWER	RIDING MOWER	SHREADER	SHREADER	SHREADER	SHKEADER	SHKEADER	STIKEADEK	STIKEADEK	STATE STATES	STINDADER CUPEA PER	BAT WING /MOMMING PECK	BAT WING /MOWING DECK	BAT WING /MOWING DECK	BAT WING /MOWING DECK	BAT WING/MOWING DECK	BAT WING/MOWING DECK	BAT WING/MOWING DECK	BAT WING/MOMING DECK		BAT WING/MOWING DECK								
2615	2513	ED12	TA100	FKLOU	EB180	TATOO	FKI8U	FKI80	FK180	FK180	FK180	FR180	FR15	FR15	FR15	FR15	FR180	FR15	FR180	FR15	FR15	FR15	FK180	FRIS	FRIS	FKLS	FKLD	FKID	2D331P-60	EDISILIF /2	TATA TR180	FR15	FR180	SR15 M	FR15	SR15 M	FR15	FR15	FR15	FR15	FR180	FR15	FR180	SR15 M	FR15	SR15 M	FR15	FR15	FR15
BUSH HOG	BUSH HOG	KHINO	KHINO	RHINO	CNIHAN	CHINO	RHINO	CNIHA	BHIND	BHIND	Civilia	OVIIIIA	ONITEN	KHINO	ONITAL	KHIINO	KHIINO	KHINO	Ovilla	DETENTO	ONTEN	DHIND	RHINIO	RHINIO	RHINO	RHINO	RHINO	KTIBOTTA	KUBOTA	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	RHINO	KHIINO	KHIINO	KHINO	KHIINO	RHINO	RHINO
2014	2014	2014T	2014T	2014	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	201±11	2014T	2014T	20141 2014T	20141	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014T	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	4014
	4	4	4			1 AM	2 AM	3 AM		L	L		L	-		1	1	\downarrow	L	L	L			0 AM				4 AM	Ц	4	4	4	\downarrow	\downarrow	1	1	+	+	\downarrow	AM	1	1	1	1	1	\perp	1	1	-
+	+	+	1	\dashv	\dashv	+	\dashv	\dashv	M-172 2019394		M-174 2019396	-	M-176 2019398	╁	M-178 2019400	╁	╁	╀	M-182 2019405	-	M-184 2019407		Н	\dashv	\dashv	\dashv	+	\dashv	\dashv	+	+	+	M-197 2020109	+	M 200 2020111	+	M-202 2020113	+	╁	+	+	╀	+	╁	╀	╀	+	+	+

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T.Y.L	XI X		XX	XX	X	XX.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\ 	×I i	XI E	ΧŢ	Ϋ́	X	X	X	X	ΧI	ΤX	Ϋ́	Ϋ́	Ä	Ϋ́	ΥŢ	TX	XI	XI	17	₹I ≿	XI	X	X	XI	XI	Τ̈́	XI	Ϋ́Ι	Ϋ́Ι	Ϋ́	XI	TX	XI	TX	TX	TX	X À
15' Bat Wing Mowers	15' Bat Wing Mowers	15' Bat Wing Mowers	15' Bat Wing Mowers	15' Bat Wing Mowers	15' Bat Wing Mexican	15' Bat Wing Mount	15' Bat Wing Mouses	15' Bat Willia Mosses	15' Bat Wing Mowers	15' Bat Wing Mowers	15' Bat Wing Mowars	15' Bat Wing Mouses	15' Bat Wing Mouses	15' Bat Wing Mowers	15' Bot Wing Mowers	CTPEET CIATEBED	STREET SWEEFER	CTREET CAREFUL	STREET SWEEPER	STREET SWEEFEK	STREET SWEEPER	STREET SWEEPER	STREET SWEEPER	STREET SWEEPER	TANDEM AXLE TRAILER	TANDEM AXLE TRAILER LARGE	TANDEM AXLE TRAILER LARGE	UTILITY TRAILER	TANDEM AXLE TRAILER LARGE	LANDEM AXLE TRAILER LARGE	Landscape Trailer	Utility Trailer	Utility Trailer	TANDEM AXLE TRAILER LARGE	TANDEM AXLE TRAILER LARGE	TANDEM AXLE IKAILER LARGE	ATTT / TELET LARGE	TANDER AND THE AND THE PROPERTY OF THE PROPERT	I AINDEM AXLE TRAILER LARGE	IKALLEK	BUITON TRAILER							
2815K3 15'	2615K3 15'	2815K3 15'	2815K3 15'	2615K3 15'	2012K3 13	2815K3 15'	2815K3 15'	2815K3 15'	2815K3 15	2815K3 15'	2815R3 15'	3150	3150	2815-R3	2815-R3	2815-R3	2815-R3	2815-R3	2815-R3	2815-R3	2815-R3	2815-R3	009	009	500X	FREIGHTLINE	STERLING SC8000	STERLING SC8000	FL FC 80	STERLING SC8000	EAGLE	UTITION TO THE	LTL20A7-14E-F	1 1 1 1 2 0 A T EP	FO72014KBP	EO72014KBP	18x7	7×20	7~20	12FTI TTT	83x16	83x16	83×18	TU	T9B	P25	UTILITY TRAILER	
Bush Hog	Bush Hor	Bush Hog	Brich Hog	Buch U.	OT MILE	KHIINO	KHINO	Born Hog	Bush Hog	Bush Hog	Bush Hog	Busn Hog	Bush Hog	Bush Hog	gorh Hog	Bush Hog	TYMCO	TYMCO	TYMCO	TYMCO	ELGIN EAGLE	ELGIN EAGLE	TYMCO 600	ELGIN CROSSWIND	PERFORMANCE	TOPHAT	TOP HAT	PERO	TEXAS PRIDE	TEXAS PRIDE	Landscape	Utility	Utility	Cross	Cross	Cross	Cross	LOAD RITE	DITCH WITCH	TRANSCRETE	PERO							
2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2010	2013	2013	2015	2002	2013	2012	2012	2010	C102	C107	2013	7010	2002	2003	7007	7007	2007	2007	2005	2014	2014	20000	2014	2014	2015	2015	2015	2015	2015	2015	2015	2003	2000	2004	2002	
2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2012	2012	2015	2015	2015	2015	20102	2010	2014	2014	2014	2014	2013	2015	2015	2015	2005	2014	2014	2014	2014	2014	2015	2015	2015	2015	2015	2015	2016	2016	2014	2014	2014	2014
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM A	TAC V	WIN A	7	AM	AM	AM	DBI	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM :	AM	AIM	AM	AM	AM	AM	WIT.							
2020946	2020947	2020948	2020949	2020950	2020951	2020952	2020953	2020954	2020955	2020956	2021383	2021384	2021385	2021386	2021448	2021449	2021450	2021451	2021452	2021453	2022413	2019039	2019040	2019041	2020121	2020121	2020890	2020891	2020892	2021737	2004783	2019037	2019038	2020122	2019731	2019/32	2020862	2020886	2020887	2021514	2021702	2021626	2021002	2010201	2019501	2019302	2012303	±00000
M-223	M-224	M-225	M-226	M-227	M-228	M-229	M-230	M-231	M-232	M-233	M-246	M-247	M-248	M-249	M-251	M-252	M-253	M-254	M-255	M-256	M-268	+	+	╁	╁	+	ł	L	\vdash	Н	H	\dashv	+	+	+	T 250	+	+	+	+	+	+	+	\dagger	+	+	+	1

981383H				458700H	101101	1011214	055041	23021L	31904L	0020/IVI	981354H	X92874	53270I.		0788833		307976H	222000	981333H	701330H	732017)		43650F	450035H	D02/30F1																						
ΤŢ				¥	λΉ	<	λı	< <u>}</u>	₹	\ <u>\</u>	X	Ϋ́	Ϋ́Ι		Ϋ́Ι		X	Ϋ́	≦ }	< }	<u> </u>		XL	ξį _Σ	XX.																						
XI	ΧŢ	TX	X E	XI A	₹ ¥	XX.	XL	XL	XL	X	X	Ϋ́	Τ̈́ΧΤ	ΤŢ	¥	X	XI E	<u> </u>	XI.	XL	X.L	X	XI	TX	X	X	ΣĽ	χĽ	Ϋ́	Ϋ́	Ϋ́Τ	ΤΧ	TX	TX	ΤX	TX	TX	TX	ΤX	TX	Τ̈́	TX	TX	ΤX	ΤX	Ϋ́	ΤΧ
GOOSENECK TRAILER	/Alb IKAILER	7X16 TRAILER	20' DIMP TRAITER	1025 GAL STEEL WATER TRAIT FR	20'DUMP TRAILER	1025 GAL STEEL WATER TRAILER	UTILITY TRAILER	UTILITY TRAILER	UTILITY TRAILER	UTILITY TRAILER	SAFETY TRAILER	TRAILER	81X18 TRAILER	14' TKAILER	TRAILEK	TRAILER	TRAILER	SAFETY TRAILER	SAFETY TRAILER	BUMPER SKELETON TRAILER	HERBICIDE TRAILER	MELTER TRAILER	TRAILER	FLATBED TRAILER	BOBCAT/TRAILER	TRACTOR	IKACIOK	TRACIOR	TRACIOR	TRACIOR	TRACIOK	IRACIOR	TEACIOR	TRACIOR	IRACIOK	IKACIOK	IKACTOR	IKACTOR	TRACTOR	IKACTOR	TRACTOR						
UTILITY TRAILER		DUMP TRAILER	DUMP TRAILER		CITETT WATER	SIEEL WAIER IRAILER	TISIER	HISLEK	TISIEK	TEMA 100	001-574111	UTIL, ITY TRAIL FR	Victor C.	UTILITY TRAILER		UTILITY TRAILER	UTILITY TRAILER	TTMA-100	11MA-100	Trailer		品	CITETI INSILER	7. T.	1-750 Verses	MESS	MESS	MEESS	MF583	MF583	MF583	MF583	MF583	MF583	MF2660	MF2660	MF2660	MF2660	MF2670	MF2660	MF2660	MF2660	MF2660	MF2660	MF2660	MF2660	200
PROTRAK RANGER		IMPERIAL	IMPERIAL	TAMBEDIAL	STEEL	PARK	PARK	PARK	PARK	GREGORY	VIKING	CARY		PARK	DOWN	LOAD	LOAD	GREGORY	Homemado	Tomoniane		SHOP	ROAD	BOBCAT	MASSEY FERGISON	MASSEY FERGISON	MASSEY FERGUSON	MASSEY FERGE	MASSEY FERGUSON																		
2007	2008	2008	2002	2008	2007	2011	2011	2011	2011	2011	2002	2010	2006	2011	2009	2000	2011	2010	2013		2000	1969	2010	2012																							
2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2015	2014	2014	2014T	20141	2014.1	20141	20141	20141	20141	20141	20141	20141	2014T	2014T	2014T	2014T	2014T							
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM.	AM	AM	AM A	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AIM	AIM	TAIN V	ANY ANY	AM	AM	ME V	WIW.	AIM	AM	AM	AM.	AM	AM	
2019305	2012207	2019309	2019310	2019311	2019312	2019313	2019314	2019315	2019316	2019317	2019318	2019319	2019320	2013221	2019324	2019325	2019326	2019327	2019328	2019329	2019330	2019331	2020583	2019068	2019367	2019368	2019369	2019370	2019416	2019417	2019418	2019419	2012420	2019421	2010473	20102	2010424	2010426	2010427	201242/	2012420	2013429	2019451	2019432	2019433	013434	
T-572 T-573	╁	╁	╁	Н	+	+	+	\dashv	+	T-584	+	+	+	+	╁	╁		Н	\dashv	+	\dashv	+	1-598 2	-	\dashv	\dashv	+	+	+	TRC-89	+	TRC-91 2	+	+	+-	+	+	+	+	+	╀	+	+	+	+	4	

	TX	Ϋ́L	Ϋ́L	XI	Ϋ́Ι	XI	TX	Τχ	XT	XI	Ϋ́Ι	XI	XI	TX	XI	Τχ	TX	Τχ	ΤX	Ϋ́	TX	TX	ΤX	TX	ΤX	XI	ΤΥ	Τχ	TX	XX	TX	XI	XI	ΤΧ	XI	XI	T.Y	Y Z	YY	YY	YI	ΥI	YI	XI	X	XI	XI	XI	XT	- XI
	TKACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TKACTOR	IKACTOR	TRACTOR	IKACTOR	IKACTOR	IKACTOR	IKACIOR	IKACIOK	TRACTOR	TRACIOR	TRACIOK	TRACIOK	TRACIOK	TRACIOK	IKACIOK	TRACTOR	IKACIOK	IKACIOK	IKACIOK	TRACTOR	TRACTOR	TRACTOR	IRACTOR	IKACIOK	IKACTOR	TRACTOR	TRACTOR	TPACIOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TRACTOR	TTACIOR	INACIOK
MF2660	MF2660	MF2660	MF2660	MF2660	MF2660	MF2660HD	MF2660HD	MF2660HD	MF2660HD	MR2660	MP2660	MF2660	MF2660	MF471	MF471	MF471	MF583	MF471	MF583	MF583	MF583	MF396	MF583	MF1660	MF1660	MF1660	MF1660	MF1660	MF1660	2660	2660	2660	2660	396	583		583	583	2660	583	471	383	583	2660	2660	2660	2660	396	583	
MASSEY FERGUSON		\dashv	+	\dashv	2011 MASSEY FERGUSON	MASSEY BEDOTION	MASSEY REPOTTEON	MASSEY BEDOTION	MASSEY BEDOTION	MASSEY FEBOTISON	MASCENTERIORISMS	MASSEY PERCUSON	MASCENTERCUSON	MASCEN TERGUSON	MASSEY FERGUSON	MASSEY FERGUSON	MASSET FERGUSON	MASSEY FERGUSON	MASSEY FERGUSON																															
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MASSEY FERGUSON	Bobcat	Bobcat	Massy Ferguson	Kubota	Kubota	Kubota	Kubota	Kubota	Kubota	Massv Feronson	Massy Ferouson	Massy Feronson	Massy Fermison	Massy Fermison	Massy Fermison	Bobcat	CAT	ASV	Massy Fermison	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	GREGORY	GREGORY	GREGORY	GREGORY	GREGORY	GREGORY	WANCO	WANCO	WANCO	WANCO	WANCO													
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Equipment List

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DXXX	BV1462-S2	BV1462-S2	I-GHH-CC	JO-HH9-I	T-GHH-CC	T-GHH-CC	T-GHH-CC	T-GHH-CC	Tow Behind AB	Tow Behind AB	Tow Behind AB	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	3 x 6 Trk Mount	4 x 8 Trb Mount	4 × 8 T+1 Merel	4 × 8 Trl Mount	4 × 8 T-12 Mount	4 × 0 T-1. M	4 × 0 11K Mount	Town Bolt: 33 CF	Tow Behind MB	YD10E C / A	TOW BELINER OF ACT : 1	EVAN DEFINIO CRASH PAD	EV100-14-82-54	EV100-14-82-54	EV100-14-82-54	EV100-14-82-54	EV100-14-82-54	EV100-14-62-54	EV100-13-62-62	HV100-14-02-02	EV100-14-82-62	EV/100 14 92 52	EV100-14-82-54	HV100 14 92 54 CC	EV/100 14 84 54 55	EV100-14-04-04 55	EV100-14-84-54 SS	EV 100-14-84-54 SS	EV100-14-84-54-55 FV100-14-84-50-55	EV100-15-84-54-55 FV100-15-84-60-cc	EV100-13-04-00 33	T 100-14-04-27 22	
Bonnell	Bonnell	Tomarel	Torwel	Tomarel	Tominal	Tormel	Tominal	TATANTOO	WAINCO	WANCO	WAINCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	WANCO	出	GREGORY	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson	Swenson		
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WE570	WES/I	WE5/2	WE573	WE5/4	WE575	WE576	WE577	WE588	WE589	WE590	WE591	WE592	WE593	WE594	WE595	WE596	WE597	WE598	WE599	WE600	WE601	WEGO	WEGOS	WEGOA	WEGOE	WE610	WIEG11	WE627	WE643	WEGEO	TATECCA	TATEGGO	+	+	+	+	WEGG	WE668	╀	╁	+	+	+	+	+	+	+	+	+	\dashv		

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		V-Box Sand/Salt Spreader	V-box Sand/Salt Spreader	Air Commendation	A: Compressor	Aur Compressor	Asphalt Roller	IOW BEHIND PAD W AB	3X6 LED ARROWBOARD	3X6 LED ARROWBOARD	3X6 LED ARROWBOARD	TRITCE MOUNT MESSAGE BOARD	TRICK MOUNTED ATTENUATOR	AND
	Super P-10	EAC2400-14	E2020XT-10	C185	C185	DV45	TOW BEHIND CRASH PAD	ARROW BOARD	ARROW BOARD	ARROW BOARD	Message Board	MPS-350	MPS-350	
	Highway	Warren	Highway	Doosan	Doosan	Case	GREGORY	Wanco	Wanco	Wanco	Wanco	Trinity	Trinity	
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	2014	2014	2016	2016	2016	2010	2010	2010	2010	2010	2010	2016	0.20	
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TATECOA	WE685	WE686	WE698	WE699	WE700	WE705	WE726	WE727	WE728	WE729	VE735	VE736		

MUNICIPAL AND STATE MOWING EXPERIENCE

1. State all current municipal and/or state mowing contracts your company is mowing at the present time or completed between January 1, 2013 and December 31, 2016 If none, enter none.

	Date of Service	\$ Value of	Date
Contract Entity	From To	Contract	Completed
ENRATH COUNTY	5/2016-12/2017	290, 282	Current
TAPPANT COUNTY North	4/2015 - 4/2017	857,304	Current
TARRANT COUNTY SOUTH	11/2015-11/2017	693,320	Current
LUBBOCK COUNTY IHZ	10/2016-10/2017	449,080	Current
Lubback County ROW	10/2016-10/2017	212,040	Curent

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

	Date of Service	\$ Value of	Date
Contracting Entity	From To	Contract	Completed
TARLET COPPORATION	4/2016 - 4/2018	5 MILLION +	Curren+
\$ 228 COCATION			
LOWES Corporation		\$/M +/-	Curvent
* 200 LOCAT		•	
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MANAGEMENT

1

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: HIES
Experience 30 YEARS IN Grea Industry-degree in Landscape
Name: JM DELGRECO
Experience 25 years in green Industry-several certifications
Name: Jose Veliz
Experience 8 Years as Landscope Supervisor

Architetra

WORK PLAN

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

MOSILIZE THREE to FOUR MAN CREW WITH TWO TRUCKS & SUPERVISOR IN ONE CULATION AT A TIME. POLICE AREA FOR SAFETY HAZAKAS, TRASH, ILLEGAL DUMPS. NOTIFY ASSIGNED CITY REP. of DISCOVERY. ONE MAN ON GO" TERO TURN MOWER, ONE MAN ON WACK BEHINDOR 21" MONTER AND ONE OF TWO MEN ON STRING LINE TRINERS. COLLECT TRASH AS WE GO & BAG ACCORDINGLY, START AT ONE END OF PROJECT AREA WITH CREW AND MOVE AS A TEAM TOGETHER THROUGH PROJECT TO ENSURE QUALITY, & SKFETY. MOVE TO NEXT AREA UPON COMPLETION. - Contact City Administrator of completion FARMINGTON SWALE IS PRIMARLY HAND WORK DUE TO SEVERE SLOPES. SMALLER 21" MOWERS WILL BE USED IF WE SAFELY CAN MANUEUER EQUIPMENT WITH SLOPES. OTHERWISE, STRINGLINE TRIMMERS WILL BE

OTHERWISE, STANGLINE TRIMMERS WILL BE
OTHERWISE, STANGLINE TRIMMERS WILL BE
THE PREVAILING EQUIPMENT. SAME STANT
to finish progression of Completion for
farmington as outlined in other areas
above. - Contact city administrator of Completion

REFERENCE SHEET

Bid No: 2017-13

Drainage contracted mowing services

Please complete and return this form with the Solicitation response

. ,
Bidders Name: DEAngelo Brothers Date 2/15/17
Provide the name, address, telephone and point of contact of at least three firms that have utilized similar service for at least 2 years. References may be checked prior to award. Any negative responses received may result in disqualification of bid.
1. Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number Name of Courth Tavrant County Rick Crotwell Contract Administrator Ficky. Crotwell Etxdot. gov Soe Blue Mound Road City, State, Zip Code Sagina Tx 76131 Telephone Number (617) 232-1304 Fax Number ()
2. Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number EFATH County Kathryn Leatherwood Lathryn leatherwood Lathryn leatherwood Telephone Number EFATH County Lathryn Leatherwood Lathryn leatherwood Telephone Number Lathryn leatherwood Lathryn leatherwood Telephone Number Lathryn leatherwood Lathryn leat
3. Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number Lubbock County Tony Johnson Project Manager tony, johnson & txdot. Jov Lubbock Tx 19404 Telephone Number (806) 748 4496 Fax Number ()

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

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

(Version 2/1/12)

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 <u>a specifically executed provision</u> 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. or attachment	This Go	vernmental	Rider	applies	to, is	part	of,	and take	s pi	recedence	over	any	conflic	cting
provision in	or attachment	to the Co	ntract (Con	tract) (attached	l here	to) of	Do	Hose	10,1	Brother	<u>sU(</u>	(Ve	ndor).	The
Contract in	volved in this R	ider is de	scribed as for	ollows	:				. 0						

Title of Contract:	Bid # 2017-13 Drainage Mowing Services

- 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 subcontractor 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.

VENDOR

,	
By:	Jeff Thies
City Manager	Title: Branch Manager
Date:	Date: 2/15/17

CITY OF PFLUGERVILLE, TEXAS



CERTIFICATE OF LIABILITY INSURANCE

11/1/2017

DATE (MM/DD/YYYY) 2/13/2017

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

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

1113 001	tilicate does not come	rights to the certificate noider	iii iieu oi st	ach endorsement(s).	
PRODUCER	LOCKTON COMPANIE			CONTACT NAME:	
	500 West Monroe, Suite	3400		PHONE FAX (A/C, No, Ext): (A/C, No):	
	CHICAGO IL 60661 (312) 669-6900			E-MAIL ADDRESS:	
	(312) 003 0300			INSURER(S) AFFORDING COVERAGE	NAIC#
				INSURER A: ACE American Insurance Company	22667
INSURED	DeAngelo Brothers, LLC			INSURER B: American Guarantee and Liab. Ins. Co.	26247
1417397	f/k/a DeAngelo Brothers	, Inc.		INSURER C:	
	4723 Pinemont Drive			INSURER D:	
	Houston TX 77092			INSURER E:	
				INSURER F:	
COVERA	GES	CERTIFICATE NUMBER:	14510230	6 REVISION NUMBER: X	XXXXXX

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	INSR TYPE OF INCUPANCE ADDL SUBR POLICY EXP								
LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	rs
Α	X	COMMERCIAL GENERAL LIABILITY	N	N		11/1/2016	11/1/2017	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY	N	N		11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXX
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$ XXXXXXX
		HIRED NON-OWNED AUTOS ONLY		l				PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
									\$ XXXXXXX
В	X	UMBRELLA LIAB X OCCUR	N	N		11/1/2016	11/1/2017	EACH OCCURRENCE	\$ 25,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 25,000,000
		DED RETENTION \$							\$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N		11/1/2016	11/1/2017	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under							E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DÉSC	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		ON OF OPERATIONS (1 COATIONS (MELIO)							

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

Certificate Holder is included as additional insured as required by written contract with respect to general liability per the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION		
14510236 City of Pflugerville 100 East Main Street, Suite 100 Pflugerville TX 78660	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
1	AUTHORIZED REPRESENTATIVE		

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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	1,000,000 per occurrence,	City to be listed as	
(Public) Liability to include	2,000,000 general	additional insured and	
coverage for: Premises/Operations	aggregate	provide 30- days notice of cancellation or material	
riomises, Operations	Or	change in coverage	
Products/ Completed			
Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation	
Independent Contractors		City prefers that insurer be	
Personal Injury		rated B+V1 or higher by A.M. Best or A or higher	
Contractual Liability		by Standard & Poors	
Business Auto Liability	1,000,000 combined single	City to be provided a	
	limit	waiver of subrogation	
Workers' Compensation &	Statutory Limits	City to be provided a	
Employers Liability	1,000,000 each accident	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. We will only accept the ACORD 25 or ISO certificate of insurance forms.



Best value criteria
X 1. The Purchase Price
X2. The reputation of the bidder and the bidder's goods or services
X3. The quality of bidder's goods or services
X4. The extent to which the goods or services meet the municipality's needs
X5. 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
X_8. Any relevant criteria specifically listed in the bids or proposals
\underline{X} 9. Compliance with Chapter 38 of the City of Pflugerville ordinance

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpaver Identification Number and Certification

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

1-Name (as shown on your income tax eturn). Name is required on this line; do not leave this line blank.	
Business name/dislegarded entity name, if different from above	
3 Chack engrapriate barfar folders toy glassification, the large to the same of the same o	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:	4 Exemptions (codes apply only to
og Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate	instructions on page 3):
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	Exempt payee code (if any)
single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions)	Exemption from FATCA reporting code (if any)
a o Other (see instructions) ▶	(Applies to accounts maintained outside the U.S.)
# 100 N. COMANACH DOVE	and address (optional)
6 City, state, and ZIP code HUZ (Lto) PA (87.0)	
7 List account number(s) here (optional)	
Part L Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social secu	rity number
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 <i>How to get a</i>	
or	
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.	lentification number
23-	2332783
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 be included as a supplied to the s	ed 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 not Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the no longer subject to backup withholding; and	ified by the Internal Revenue ne IRS has notified me that I am
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 IDC that you was a	subject to beaking withhelds
nterest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirem generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide	not apply. For mortgage
nstructions on page 3.	- , 51100t 1114, 000 tile

General Instructions

Signature of

U.S. person ▶

Sign

Here

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such

as legislation enacted after we release it) is at www.irs.gov/fw9. 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
- 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
- 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.

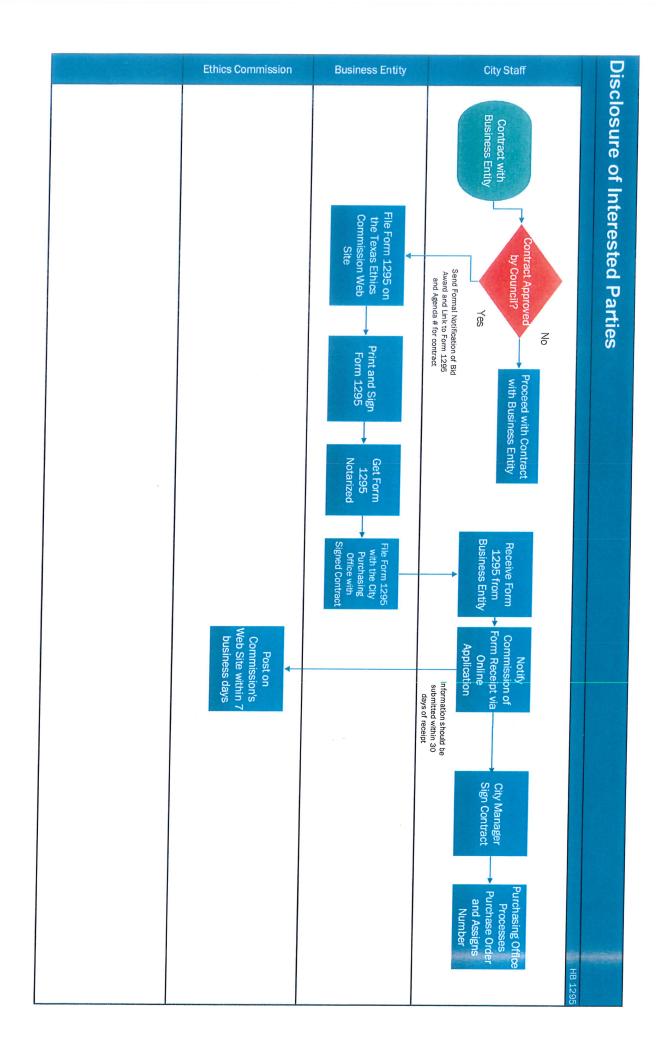
By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. 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
- 4. 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.

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.





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: DEAngelo Brothers LCC.

Agree \nearrow

Disagree

Date: 2/15/17

City of Pflugerville Drainage Mowing Services

2017-13 2/16/17 2:00 pm