

**CITY OF LEANDER**  
**INVITATION FOR BID**  
**RIGHT-OF-WAY MOWING**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Leander, herein after "City", seeks to establish a contract with a qualified person, firm or corporation, herein after "Respondent", to provide full, turnkey services inclusive of necessary equipment and labor to maintain right-of-way areas on various City roadsides (Services). Successful Respondent shall provide Services to mow right-of-way grass to 3-7 inches, provide hand trimming and hand edging of curbs within specified time period(s). Right-of-way areas shall be clearly identified within this solicitation and shall be referred to as "Project Areas". Project Areas and scheduling are identified in **ATTACHMENT D**.

Work includes the following mowing services on properties located in the City of Leander, Williamson and Travis Counties, Texas:

- Finish mowing, trimming, and edging along arterial roads with sidewalks, raised curbs and medians (Attachment D - Schedule A).
  - Mowing, trimming, and some edging along various types of roads with and/or without raised curbs and medians including drainage and detention areas (Attachment D - Schedule B).
  - Mowing and trimming along roads, detention and drainage areas with limited edging (Attachment D - Schedule C).
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting <http://www.leandertx.gov/finance/page/purchasing>.
    - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the response document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
  3. **ATTACHMENTS:** Attachment A through F are herein made a part of this solicitation:
    - 3.1. Attachment A: Reference Sheet
    - 3.2. Attachment B: Conflict of Interest Questionnaire (CIQ)
    - 3.3. Attachment C: Bid Sheet
    - 3.4. Attachment D: Project Areas, Scheduling and Map(s)
    - 3.5. Attachment E: TX DOT Signage Requirements
    - 3.6. Attachment F: Insurance Requirements
  4. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Baggett**

**City of Leander**  
**Telephone: 512-528-2730**  
[jbaggott@leandertx.gov](mailto:jbaggott@leandertx.gov)

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City through the Purchasing Department.

5. **REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:

- 5.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
- 5.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
- 5.3. In order to assure that the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out of area or foreign vendors, respondent shall be located within:

60 Miles from Leander, Texas 78641

120 Miles from Leander, Texas 78641

United States

- 5.4. Identify any subcontractors to be used for this project. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

6. **BEST VALUE EVALUATION AND CRITERIA:** All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Purchase price and terms;
- Reputation of Respondent and of Respondent's goods and services;
- Quality of the Respondent's goods and services;
- The extent to which the goods and services meet the City's needs;
- Respondent's past relationship with the City;
- The total long-term cost to the City to acquire the Respondent's goods or services;
- Any relevant criteria specifically listed in the solicitation.

- 6.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

7. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- |  |                  |
|--|------------------|
| 7.1. Quality of Respondent's Goods and Meet's City's Needs | <b>20 Points</b> |
| 7.2. Cost Proposal   | <b>65 Points</b> |
| 7.3. References  | <b>15 Points</b> |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

8. **AGREEMENT TERM AND CANCELLATION**: The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.
- 8.1. At a minimum, the following documents will be incorporated into the agreement:
    - 8.1.1. Solicitation document, attachments and exhibits;
    - 8.1.2. Solicitation addendums, if applicable;
    - 8.1.3. City's Definitions, Terms and Conditions;
    - 8.1.4. Successful Respondent's response documents.
  - 8.2. The initial term of the resulting agreement shall be one (1) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
  - 8.3. The City reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
  - 8.4. Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
  - 8.5. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
9. **PRICE INCREASE OR DECREASE**: A price increase shall not be permitted.
10. **QUANTITY**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/finance/page/purchasing>.
12. **ACCEPTANCE**: Acceptance inspection should not take more than ten (10) working days after performance of Services. The vendor will be notified within this time frame if the goods delivered or services performed are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
13. **ORDER QUANTITY**: The quantities shown on the Solicitation form are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the

quantity of Services needed to satisfy operating and budget requirements, which may be more or less than indicated.

14. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 14.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 14.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 14.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 14.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
15. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. 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 purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
16. **DAMAGE:** The successful Respondent shall be responsible for damage to all City, State, Federal or private equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
17. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
18. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

**PART II**

**SCHEDULE**

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	<b>September 25, 2013</b>
1.2. Deadline for questions	<b>October 3, 2013</b>
1.3. City responses to all questions or addendums	<b>October 4, 2013</b>
1.4. Responses for solicitation due by <b>3:00 PM</b>	<b>October 8, 2013</b>

**All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II, Paragraph 1.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, , <http://www.leandertx.gov/finance/page/solicitations>. Questions shall be submitted to the City contact named in PART I.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/finance/page/solicitations> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**Shipping Address (Hand delivery, UPS, FedEx or other carrier):**

**City of Leander  
Purchasing Department  
200 W. Willis Street  
Leander, TX 78641**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and

participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE OF WORK**: Successful Respondent shall provide Services to mow right-of-way grass to 3-7 inches, provide hand trimming and hand edging of curbs within specified time period(s). Project Areas and scheduling are identified in **ATTACHMENT D**.
2. **SERVICE REQUIREMENTS**: The successful Respondent shall:
  - 2.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Services specified herein;
  - 2.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;
  - 2.3. Provide all traffic control signage in accordance with TXDOT requirements specified in Attachment E;
  - 2.4. Have an on-site supervisor at the site any time work is performed;
  - 2.5. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City;
  - 2.6. Perform on a schedule defined by the City to the specifications defined herein;
  - 2.7. Perform in a professional workmanlike manner;
  - 2.8. Submit invoice along with all supporting documentation specified herein.
3. **CITY RESPONSIBILITY**: The City shall:
  - 3.1. Appoint a designated City representative;
  - 3.2. Monitor and inspect the ground maintenance at designated sites;
  - 3.3. Coordinate all work and scheduling with the successful Respondent.
4. **EQUIPMENT**: Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period. The following equipment requirements shall apply:
  - 4.1. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals;
  - 4.2. Recommended minimum equipment for one (1) Project Area is:
    - 4.2.1. Four (4) tractor mowers with batwing rotary and shredders;
      - Mowers shall feature deflection devices to prevent flying debris.
    - 4.2.2. Two (2) gas powered blowers;
    - 4.2.3. Four (4) gas powered string trimmers;
    - 4.2.4. Four (4) gas powered edgers;
    - 4.2.5. One (1) trailer to transport mowers and equipment.

- 4.3. All right-of-ways shall be mowed with a tractor, brush hogs, 580-D or similar type equipment;
  - 4.4. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects;
  - 4.5. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear;
  - 4.6. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches;
  - 4.7. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be prohibited;
  - 4.8. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times;
  - 4.9. Equipment shall not be stored on Project Areas.
5. **SCHEDULING**: Schedule is detailed herein on ATTACHMENT D. Schedule shall be constructed as follows:
- 5.1. Services shall be scheduled after TXDOT trash pick-up sessions. City shall verify said trash pick-up sessions have been completed and issue a Work Authorization to successful Respondent;
  - 5.2. Services will be scheduled in coordination with the end of the wild flower season;
  - 5.3. Services shall be performed Monday through Friday between the hours of 7:30 AM and 5:00 PM;
  - 5.4. Services shall be performed only upon receipt of a Work Authorization from the City.
  - 5.5. Services shall be completed within twenty-four (24) hours after receipt of Work Authorization from the City.
6. **MOWING**: Mowing work shall be conducted as follows:
- 6.1. **Upon receipt of Work Authorization, all grass shall be cut at a height of 3-7 inches.**
    - Finish mowing to 3 inches, trimming, and edging along arterial roads with sidewalks, raised curbs and medians (Attachment D - Schedule A).
    - Mowing 3-5 inches, trimming, and some edging along various types of roads with and/or without raised curbs and medians including drainage and detention areas (Attachment D - Schedule B).
    - Mowing 5-7 inches and trimming along roads, detention and drainage areas with limited edging (Attachment D - Schedule C).
  - 6.2. Project Areas shall be completely mowed and shall be field verified by City staff at the initial commencement of Services within 24 hours of start of mowing of said area.
  - 6.3. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below a five-inch (3") height down to and including the soil.
  - 6.4. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as highways, streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other Project Areas.
  - 6.5. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.
  - 6.6. Drainage channels and under bridges shall be included in Project Areas and mowed per specification.

7. **TRIMMING:** Trimming work shall be conducted within 3-5 days of mowing and as follows:
  - 7.1. Hand trimmers shall be used to trim around fixed objects in the Project Areas such as guard rails;
  - 7.2. Small woody plants shall be removed with a machete or axe;
  - 7.3. Trimming shall be conducted directly behind each mower and must keep up with the mowing operation;
  - 7.4. If trimming falls behind City shall require mowing activity to cease until the trimming is caught up;
  - 7.5. Trimming shall not be done by the mower operator as this slows the process;
  - 7.6. One (1) support vehicle shall accompany each trimmer.
8. **EDGING:** Edging work shall be conducted within 3-5 days of mowing and as follows:
  - 8.1. Hand edgers shall be used to edge call curb areas such as frontage roads;
  - 8.2. Edging shall be conducted behind each mower and must keep up with the mowing;
  - 8.3. If edging falls behind City shall require mowing activity to cease until the trimming is caught up;
  - 8.4. Edging shall not be done by the mower operator as this slows the process;
  - 8.5. One (1) support vehicle shall accompany each edger.
9. **REMOVAL OF GRASS CLIPPINGS:** Removal of cut grass from the Project Areas where growth occurred shall **not** be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.
10. **FERTILIZERS:** No fertilizers are required within this scope of work.
11. **DAMAGE:** Damage caused to City, State, Federal or private property as a result of performance of Services shall be remedied at the expense of the successful Respondent.
  - 11.1. The successful Respondent shall inspect all trees, structures and utilities for existing damages prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented to the City prior to beginning any Services. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of trees, structures and utilities shall be at the expense of the successful Respondent.
  - 11.2. Successful Respondent shall, at his own expense, carefully protect all trees, structures and utilities within Project Areas so that there shall be no damage or utility service loss.
  - 11.3. The City shall be notified immediately of any damage or accidental "knock-over" of street or highway signage.
  - 11.4. The successful Respondent shall be responsible for all claims resulting from car or windshield damage as result of performing Services.
12. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.
  - 12.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.

- 12.2. Each work crew shall have a designated, English-speaking Supervisor attending the work site with the authority to direct Service and respond to crew inquiries about Service details or priorities.
13. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
- 13.1. Successful respondent's crew shall wear and display proper warning devices (safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt) or shorts or the improper use of safety clothing and devices.
- 13.2. The successful Respondent shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment E and make adjustments as required by City.
- 13.3. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
- 13.4. All mowers shall display a slow-moving vehicle emblem affixed to rear of mower;
- 13.5. All mowers and trucks shall display a highly-visible, 5-inch in diameter, omni-directional amber flashing light.
14. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful Respondent clearly displayed on each side of the vehicle.
- 14.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations;
15. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, and fax machine.
- 15.1. The successful Respondent shall respond to communication requests from the City within two (2) hours during the normal working hours of 7:30 a.m. to 5:00 p.m.
- 15.2. The successful Respondent shall make contact with the City, at a time mutually agreed upon by the City and the successful Respondent. This contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas to be inspected for approval, and Work Authorizations that need to be signed. **Failure to contact the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.**
16. **WORK AUTHORIZATION, INSPECTION OF WORK AND WORK RECORD SUMMARY:**
- 16.1. A Work Authorization shall be issued from the City as notification to begin Services in a designated Project Area. The Work Authorization shall;
- 16.1.1. Be issued before work is to begin in the specified Project Area.
- 16.1.2. Consist of a written list of Project Area's designated for Services.
- 16.1.3. Be considered complete when all work has been inspected and approved by the City and has been signed by the City. Such information shall consist of locations, acreage/mileage actually maintained, and the acceptability of the Services performed, date of completion.

- 16.1.4. It shall be mandatory that all Work Authorizations be completed after the end of each cycle, before another Work Authorization may be issued. Failure to obtain Work Authorization prior to beginning Services for the next cycle may be considered a breach of contract by and grounds for termination of Agreement by the City.
- 16.2. The City shall make inspections or re-inspections to ensure the Services performed are completed per specification and in accordance with prescribed time schedules. Written approval of inspection shall accompany the completed Work Authorization and is required for payment. Upon determination of any violation of the specifications and/or terms of the agreement, the City shall proceed with appropriate action.
- 16.3. Work Record Summary shall mean a written record detailing the times and locations of when the successful Respondent and employees were on the job site performing Services. A Work Record Summary shall accompany all Invoices and Work Authorizations detailing dates, times, and locations of when work was completed per Contract specifications. Invoices without the supporting Work Authorization and Work Record Summary shall not be approved for payment.

#### **PART IV**

#### **RESPONSE REQUIREMENTS**

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

**Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.**

**For your bid to be responsive, all required attachments identified below shall be submitted with your proposal.** The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
  - 1.1. In the event of errors in extension pricing, unit prices shall govern.
2. Attachment A: Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) Municipal and Government agencies or firms of comparable size that have utilized similar services within the last two (2) years.
3. Attachment B: Conflict of Interest Questionnaire (CIQ)
4. Photos front, back and sides of intended service truck(s).
5. Identification of subcontractors that will be involved in the performance of the Services.

**PART V**

**CONFIDENTIALITY**

**CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_ Signature of person doing business with the governmental entity

\_\_\_\_\_ Date



**ATTACHMENT C  
CITY OF LEANDER BID FORM  
PURCHASING DEPARTMENT  
200 W. Willis Street • Leander, Texas 78641**

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	<b>#S13-017</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number:	_____
	Due Date:	October 8, 2013		Business Name:	_____
	Time:	On or Before 3:00 PM CST		Address:	_____
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 <a href="mailto:jbaggett@leandertx.org">jbaggett@leandertx.org</a>		Address:	_____
				Contact:	_____
				Telephone:	_____
				Entity Type:	_____
				E-mail:	_____

<b>HOW DID YOU HEAR ABOUT THIS SOLICITATION?</b>	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
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<b>FIRST TIME RESPONDING TO CITY OF LEANDER?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    Register at: <a href="http://www.texasbidsystem.com">http://www.texasbidsystem.com</a>
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ITEM DESCRIPTION	UNIT OF MEASURE	COST PER ACRE	ESTIMATED TOTAL ACRES PER SEASON	TOTAL COST
<b>RIGHT-OF-WAY MOWING - SCHEDULE A</b>	ACRE	\$	1018.8	\$
<b>RIGHT-OF-WAY MOWING - SCHEDULE B</b>	ACRE	\$	770.32	\$
<b>RIGHT-OF-WAY MOWING - SCHEDULE C</b>	ACRE	\$	2808.75	\$

<b>AUTHORIZED SIGNATURE</b>	Print Authorized Individual Name:	_____
	Authorized Signature:	_____
	Date:	_____

## ATTACHMENT D

### BID SHEET RIGHT-OF-WAY MOWING - SCHEDULE A

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Estimated Total Frequencies	Total Acres Per Season	Price Per Acre
R	A	105	Crystal Falls Parkway (Hwy 183 to Reagan Blvd.)	22.85	1	2	2	3	3	3	2	2	2	2	1	1	24	548.40	
J,O	A	106	Mel Mathis (2243 to SGP)	4.11	1	1	2	3	3	2	2	1	1	2	1	1	20	82.20	
I, J	A	107	Hero Way (US 183 to Reagan)	6.91	1	1	2	3	3	2	2	1	1	2	1	1	20	138.20	
V	A	108	CR179 (Reagan to CR175)	8.68	1	1	2	3	3	2	2	1	1	2	1	1	20	173.60	
P, P2, S2	A	109	CR175 - South (City Limits)	3.82	1	1	2	3	3	2	2	1	1	2	1	1	20	76.40	
<b>TOTAL:</b>																		<b>1,018.80</b>	\$

### BID SHEET PROPOSAL RIGHT-OF-WAY MOWING - SCHEDULE B

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Estimated Total Frequencies	Total Acres Per Season	Price Per Acre
		3	Deleted																
		4	Deleted																
J	B	6	Coulee Dr & Southbrook @ Plain Elem	0.30		1	1	1	1	1	1	1	1	1		1	10	3.00	
T	B	7	CG - Bagdad to Wicklow	1.27		1	1	1	1	1	1	1	1	1		1	10	12.70	
T	B	8	East CG Abandoned ROW			1	1	1	1	1	1	1	1	1		1	10	0.00	
S	B	9	CR 177 - Reagan to Valley View Dr	1.74		1	1	1	1	1	1	1	1	1		1	10	17.40	
		10	Deleted																
O	B	11	CR 269 & 170 - RM 2243 to Reagan	8.55		1	1	1	1	1	1	1	1	1		1	10	85.50	
R	B	12	CR 273 - FM 2243 to E Crystal Falls	5.81		1	1	2	2	1	1	1	1	1		1	12	69.72	
R	B	20	Leander Dr - E Crystal Falls to dead end	3.07		1	1	1	1	1	1	1	1	1		1	10	30.70	
J	B	25	San Gabriel Pkw - Bagdad to CR 270	37.94		1	1	1	1	1	1	1	1	1		1	10	379.40	
T	B	37	B-CF - Pond&/Channel 1900 Wildfire	1.41		1	1	1	1	1	1	1	1	1		1	10	14.10	
T	B	38	B-CF Co Glen GST	1.59		1	1	1	1	1	1	1	1	1		1	10	15.90	
T	B	39	B-CF - Sedona Dr	1.33		1	1	1	1	1	1	1	1	1		1	10	13.30	
T	B	47	LR - Kettering @ Bagdad	4.54		1	1	1	1	1	1	1	1	1		1	10	45.40	
T	B	48	LR - S end Tumbling River	2.19		1	1	1	1	1	1	1	1	1		1	10	21.90	
N	B	56	MC N Backlot Channel Em Rose N	0.49		1	1	1	1	1	1	1	1	1		1	10	4.90	
Q	B	57	MC N Backlot Channel Em Rose Bent	0.61		1	1	1	1	1	1	1	1	1		1	10	6.10	
N	B	72	Old Town Village, Lots 11, 12, Pond	1.85		1	1	1	1	1	1	1	1	1		1	10	18.50	
T	B	93	Boulders - Bagdad Pond	3.18		1	1	1	1	1	1	1	1	1		1	10	31.80	
<b>TOTAL:</b>																		<b>770.32</b>	\$

**KEY:** BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch  
 OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows  
 Previous Contract

**BID SHEET RIGHT-OF-WAY MOWING - SCHEDULE C**

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Estimated Total Frequencies	Total Acres Per Season	Price Per Acre
E	C	1	Amanda's Way - CR 276 to Dead End	0.45			1	1	1	1	1		1	1		1	8	3.60	
ADJNQT	C	2	Bagdad Rd - S City Limit to Spivey	32.41		1	1	2	2	1	1	1	1	1		1	12	388.92	
E	C	13	CR 276 - Amanda's Way to US 183	1.58			1	1	1	1	1		1	1		1	8	12.64	
C,D	C	14	CR 280 - Bagdad to Mesa	6.16			1	1	1	1	1	1	1			1	8	49.28	
J	C	17	Heritage Grove - US 183 to Halsey	2.88			1	1	1	1	1	1	1			1	8	23.04	
		18	Deleted															0.00	
F	C	19	Kauffman Loop - Reagan 500' west	1.16			1	1	1	1	1		1	1		1	8	9.28	
		21	City Entry Monument Hwy 183 by RR	0.29			1	1	1	1	1	1	1	1		1	9	2.61	
GLMN	C	23	Old FM 2243 W - HEB to W City Limits	30.20			1	1	1	1	1		1	1		1	8	241.60	
FKPSV	C	24	Reagan Blvd - Hwy 29 to S City Limits	115.51			1	1	1	1	1		1	1		1	8	924.08	
Q	C	26	South side Sonny Dr 183 to Leander Dr	0.50		1	1	1	1	1	1	1	1	1		1	10	5.00	
Q	C	27	West Dr at Mason Cr Sidewalk at Creek	4.90			1	1	1	1	1		1	1		1	8	39.20	
J	C	28	BR Halsey Dr Pond 1	8.82			1	1	1	1	1		1	1		1	8	70.56	
J	C	30	BR NE Channel - McCallum to SGP	1.15			1	1	1	1	1		1	1		1	8	9.20	
J	C	31	BR N Washburn Channel	1.63			1	1	1	1	1		1	1		1	8	13.04	
J	C	32	BR N SE Channel	2.01			1	1	1	1	1		1	1		1	8	16.08	
J	C	33	BR N Halsey Channel- North Half	0.41			1	1	1	1	1		1	1		1	8	3.28	
J	C	34	BR N Halsey Channel - South Half	0.5			1	1	1	1	1		1	1		1	8	4.00	
J	C	35	BR Middlebrook Pond	1.99			1	1	1	1	1		1	1		1	8	15.92	
N	C	36	BR Robles Court Pond	0.61			1	1	1	1	1		1	1		1	8	4.88	
T	C	40	B-CF Star Pass Pond	0.26			1	1	1	1	1		1	1		1	8	2.08	
V	C	41	CS/H Base of Dam, Access Esmt & Pond	7.04			1		1		1		1	1		1	6	42.24	
N	C	42	E Willis Alley Ditch	0.34			1	1	1	1	1		1	1		1	8	2.72	
U	C	43	HP Sec, Lot 15	10.09			1	1	1	1	1		1	1		1	8	80.72	
R	C	44	HP Sec 2, Lot 31 - CF to Mociingbird	3.4			1	1	1	1	1		1	1		1	8	27.20	
T	C	45	LR - 2640 Lakeline	1.14			1	1	1	1	1		1	1		1	8	9.12	
Q	C	49	Magnolia - Abandoned Ponds	2.49			1	1	1	1	1		1	1		1	8	19.92	
Q	C	50	MC - 1810 Mason Cr	2.14			1	1	1	1	1		1	1		1	8	17.12	
Q	C	51	MC Cr - 1501 Bagdad	2.86			1	1	1	1	1		1	1		1	8	22.88	
Q	C	52	MC - E of Moonglow	0.441			1	1	1	1	1		1	1		1	8	3.53	
Q	C	53	Woods @ MC - E of Moonglow Lot 18	0.864			1	1	1	1	1		1	1		1	8	6.91	
Q	C	54	Woods @ MC - E of Moonglow Lot 11	0.756			1	1	1	1	1		1	1		1	8	6.05	
Q	C	55	MC Laurel-Parkwood Backlot	0.5			1	1	1	1	1		1	1		1	8	4.00	
N	C	58	MC Backlot Channel Northern-Bentwood N	0.36			1	1	1	1	1		1	1		1	8	2.88	
Q	C	59	MC Backlot Channel Northern-Bentwood S	0.51			1	1	1	1	1		1	1		1	8	4.08	
Q	C	60	MC Tamarac Tr Channel	4.91			1	1	1	1	1		1	1		1	8	39.28	
Q	C	61	MC Sect 1, Blk Q, Lot 1	0.44			1	1	1	1	1		1	1		1	8	3.52	
Q	C	62	MC Sec 1 Blk R, Lot 1	0.62			1	1	1	1	1		1	1		1	8	4.96	

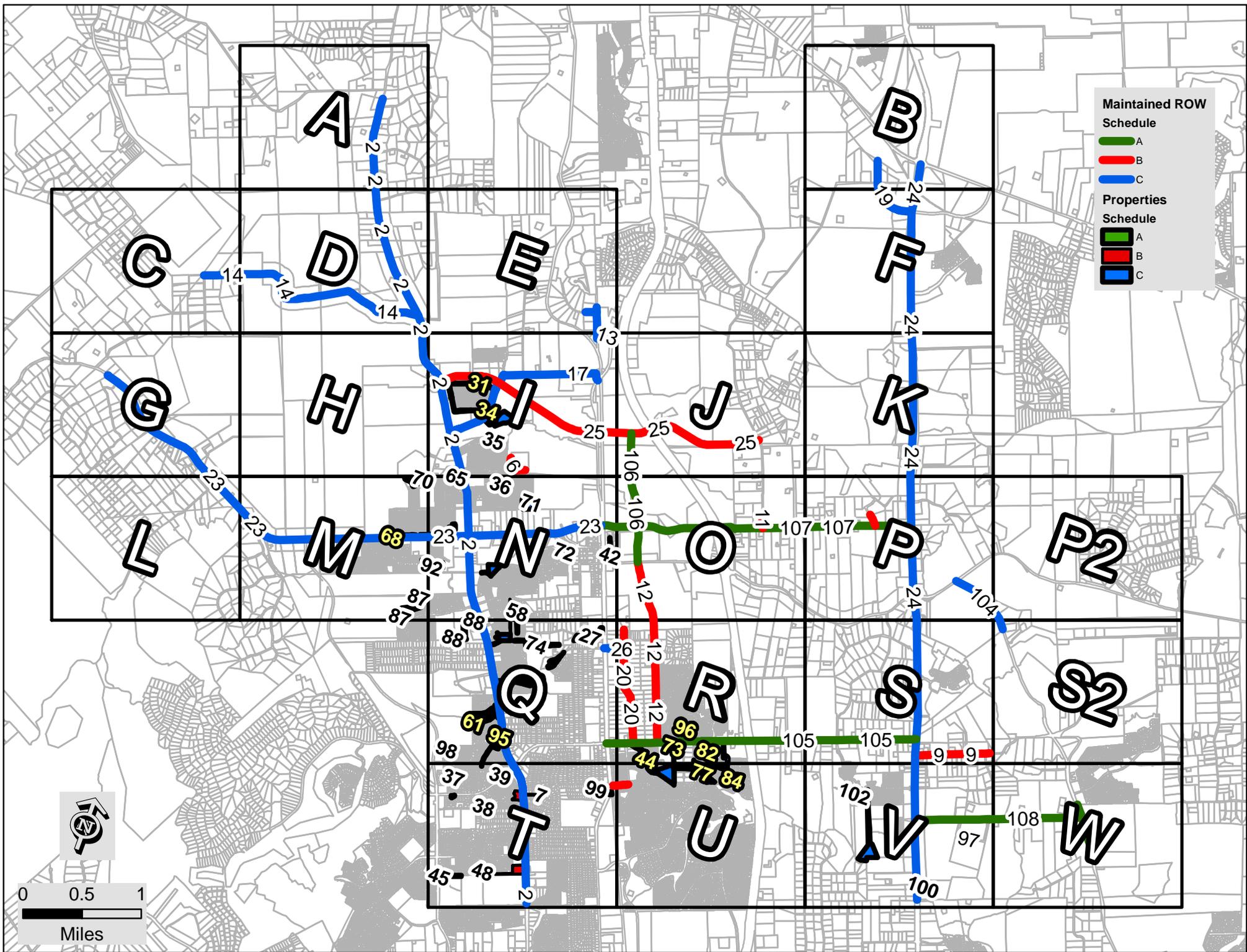
**KEY:** BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch  
 OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows  
 Previous Contract

**BID SHEET RIGHT-OF-WAY MOWING - SCHEDULE C continued**

Map Sheet	Sched.	Ref #	Location	Approx. Area (Acres)	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Estimated Total Frequencies	Total Acres Per Season	Price Per Acre
U	C	63	Mockingbird Channel	1.77			1	1	1	1	1		1	1		1	8	14.16	
N	C	64	NC Sparkling Brook Sec 3a, Blk 1, Lot 5	0.93			1	1	1	1	1		1	1		1	8	7.44	
N	C	65	NC Waterfall/Rio Bravo Pond	2.46			1	1	1	1	1		1	1		1	8	19.68	
N	C	66	NC Sec 1 Det Pond-Riverway to Deercreek	1.64			1	1	1	1	1		1	1		1	8	13.12	
M	C	67	NC Sec 2 Pond - Deercreek to Sunnybrook	1.20			1	1	1	1	1		1	1		1	8	9.60	
M	C	68	NC Sec 2 Open Space - W of Sunnbybook	0.06			1	1	1	1	1		1	1		1	8	0.48	
M	C	69	NC Sec 3D @ Devine Lake Park Entrance	5.35			1	1	1	1	1		1	1		1	8	42.80	
M	C	70	NC Sec 3F @ Devine Lake Park Entrance	2.20			1	1	1	1	1		1	1		1	8	17.60	
N	C	71	NC Estates Caballero/San Vicente Pond	4.90			1	1	1	1	1		1	1		1	8	39.20	
R	C	73	Pleaseant Hill Elementary Electric Esmt	0.50			1	1	1	1	1		1	1		1	8	4.00	
Q	C	74	Richter Chanel - Leander Hts	1.98			1	1	1	1	1		1	1		1	8	15.84	
Q	C	75	Richter Chanel - Leander Hts (continued)	0.60			1	1	1	1	1		1	1		1	8	4.80	
R,U	C	76	RS Downridge/Mockingbird Pond	0.60			1	1	1	1	1	1	1	1		1	9	5.40	
U	C	77	RS Vintage Channel N	1.28			1	1	1	1	1	1	1	1		1	9	11.52	
U	C	78	RS Vintage Channel S	0.89			1	1	1	1	1	1	1	1		1	9	8.01	
U	C	79	RS Vintage Pond	0.57			1	1	1	1	1	1	1	1		1	9	5.13	
R	C	80	RS Channel @ ECFP	0.43			1	1	1	1	1	1	1	1		1	9	3.87	
R	C	81	RS Rutherford/St Helena Channel	1.37			1	1	1	1	1	1	1	1		1	9	12.33	
R	C	82	RS Rutherford/St Helena Ponds	1.50			1	1	1	1	1	1	1	1		1	9	13.50	
U	C	83	RS Calistoga Channels & Ponds	4.06			1	1	1	1	1	1	1	1		1	9	36.54	
U	C	84	RS Calistoga Abandoned LS11	0.17			1	1	1	1	1	1	1	1		1	9	1.53	
R	C	85	RS Vintage Backlot Channel	0.98			1	1	1	1	1	1	1	1		1	9	8.82	
R	C	86	RS Vintage Backlot Channel (Cont)	0.10			1	1	1	1	1	1	1	1		1	9	0.90	
M	C	87	VR Baranco Way Pond & Irr. Field	5.95			1	1	1	1	1	1	1	1		1	9	53.55	
Q	C	88	VR Bledsoe Ponds	4.96			1	1	1	1	1	1	1	1		1	9	44.64	
N	C	89	WM Pond Phase 1	3.21			1	1	1	1	1	1	1	1		1	9	28.92	
N	C	90	WM Pond Phase 2	3.13			1	1	1	1	1	1	1	1		1	9	28.17	
Q	C	91	WM - Morgan Dr Pond & Channel	3.47			1	1	1	1	1	1	1	1		1	9	31.23	
N	C	92	Westwood Candleight Dr Pond	9.67			1	1	1	1	1	1	1	1		1	9	87.03	
Q	C	94	MC (1810 Mason Cr.)	0.98			1	1	1	1	1	1	1	1		1	9	8.82	
Q	C	95	MC (1810 Mason Cr.)	0.83			1	1	1	1	1	1	1	1		1	9	7.47	
R	C	96	OR Detention Pond & Channel	5.98			1	1	1	1	1	1	1	1		1	9	53.82	
Q	C	98	MC Greening Way Channel at Primrose	1.17			1	1	1	1	1	1	1	1		1	9	10.53	
		100	Deleted																
		101	Deleted																
V	C	102	Deleted																
P	C	104	CR175 North 2243 3125' south to City Limi	2.86			1	1	1	1	1		1	1		1	8	22.88	

**TOTAL: 2,808.75 \$**

**KEY:** BR = Benbrook Ranch B-CF = Boulders-Crystal Falls CG = County Glen CS/H = Cold Springs/Hazlewood HP = Horizon Park LR = Lakeline Ranch  
 OR = Oak Ridge MC = Mason Creek NC = North Creek RS = Ridgewood South VR = Vista Ridge WM = Westview Meadows  
 Previous Contract



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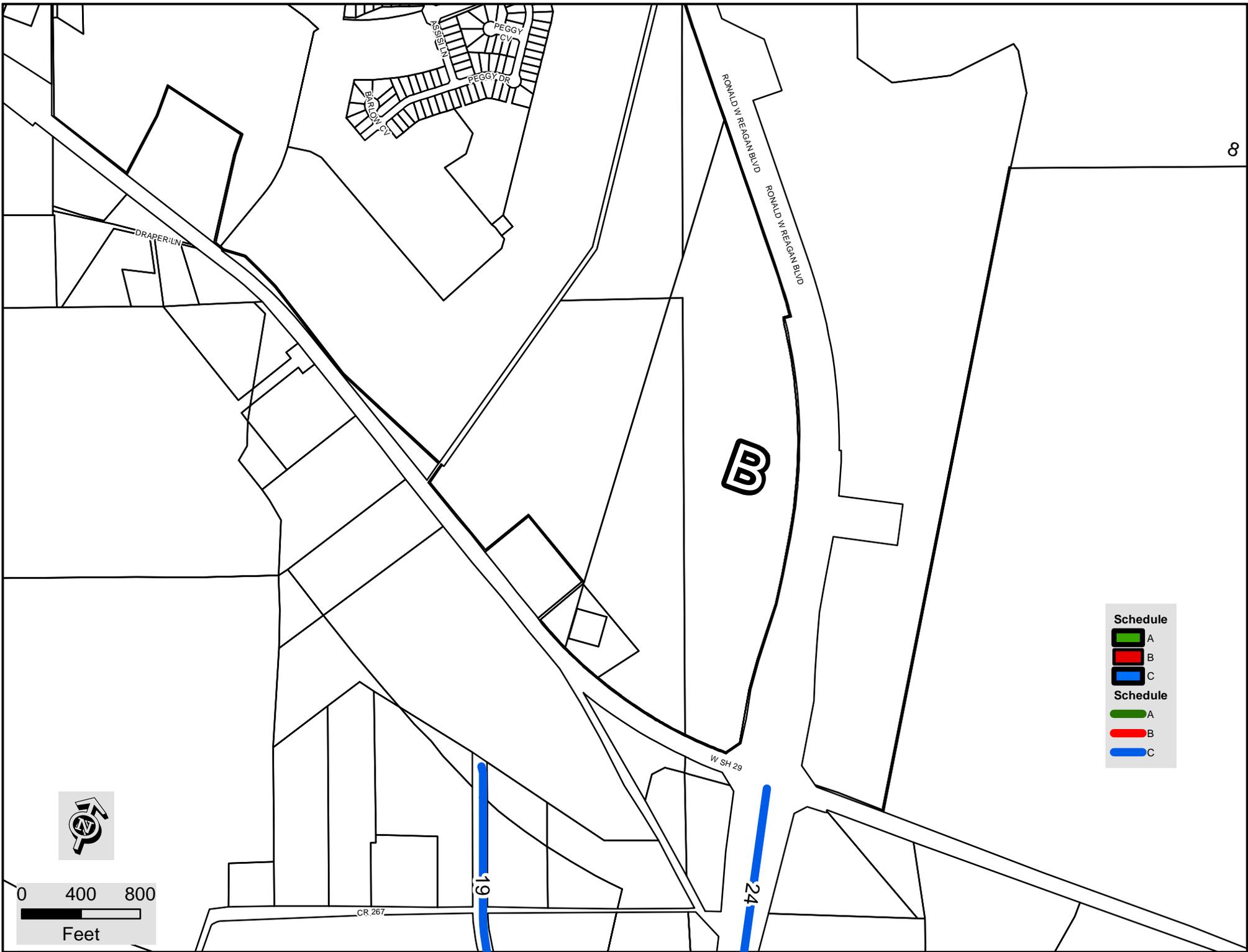
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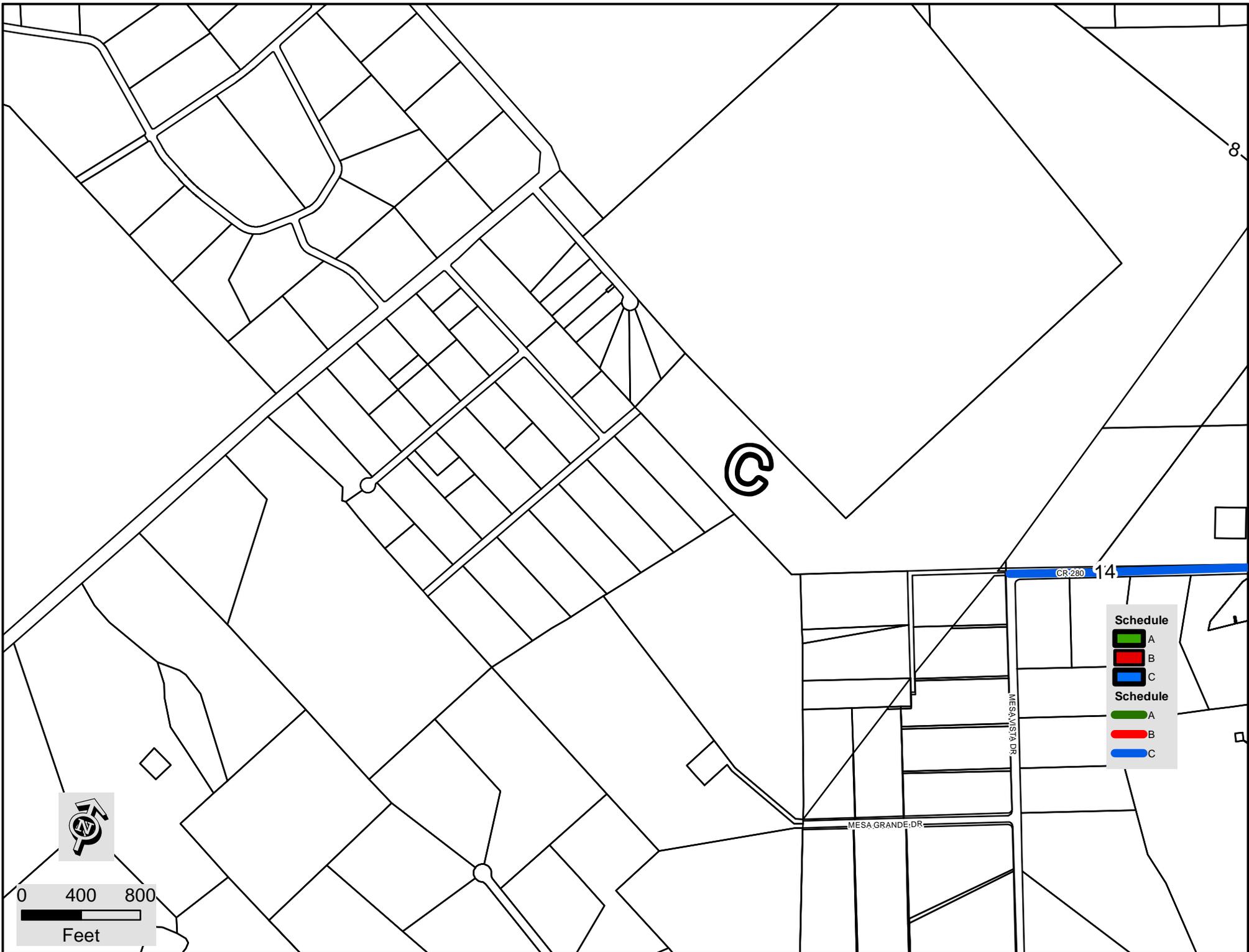
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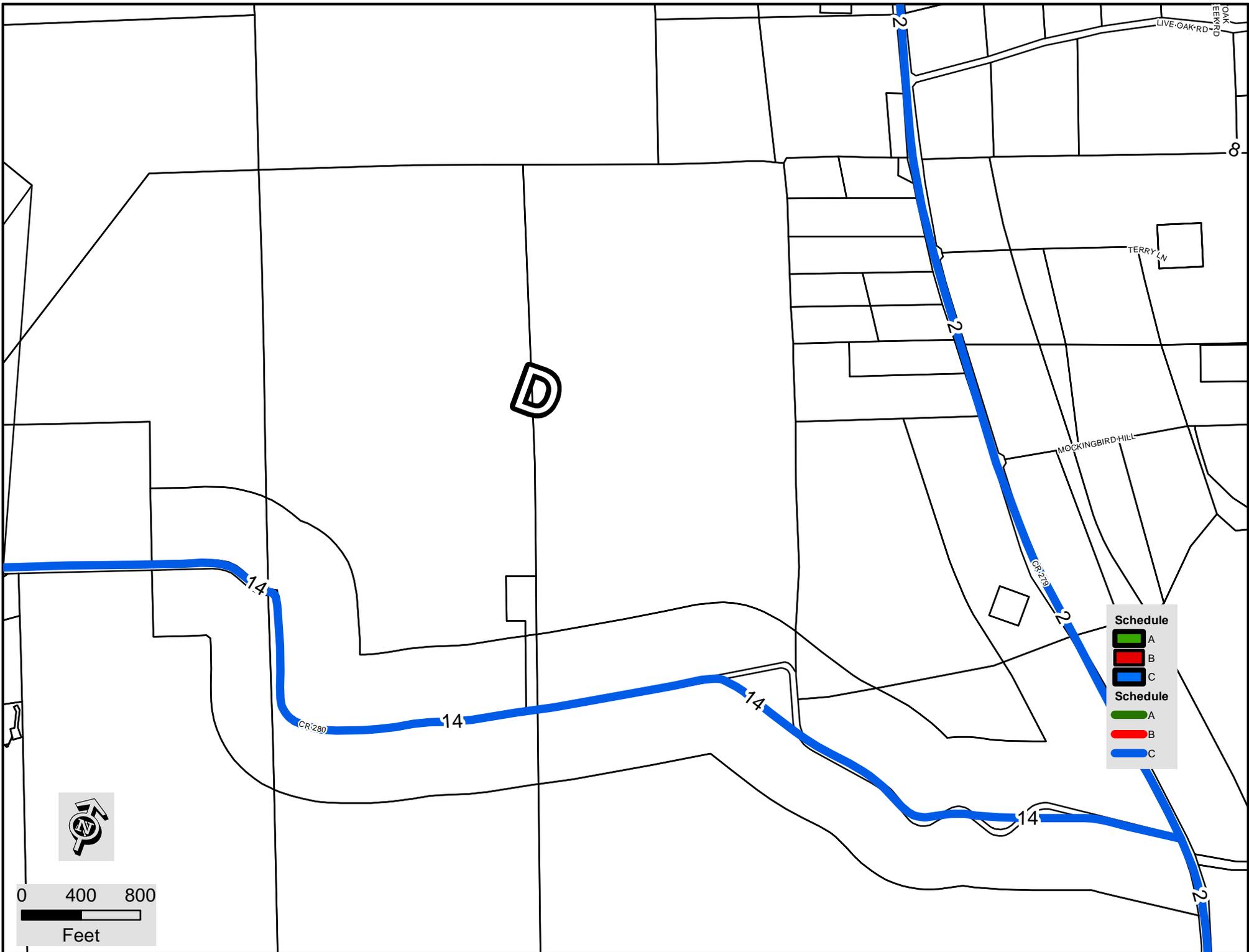
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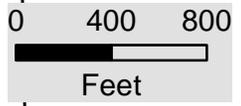


**Schedule**

- A
- B
- C

**Schedule**

- A
- B
- C





8

RIVER RUN

OAK GROVE RD

13

OAK GROVE RD

PVR 949

SKYVIEW TER

WHIPPOORWILL CIR

SKYVIEW TER

Schedule

A

B

C

Schedule

A

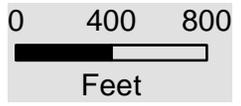
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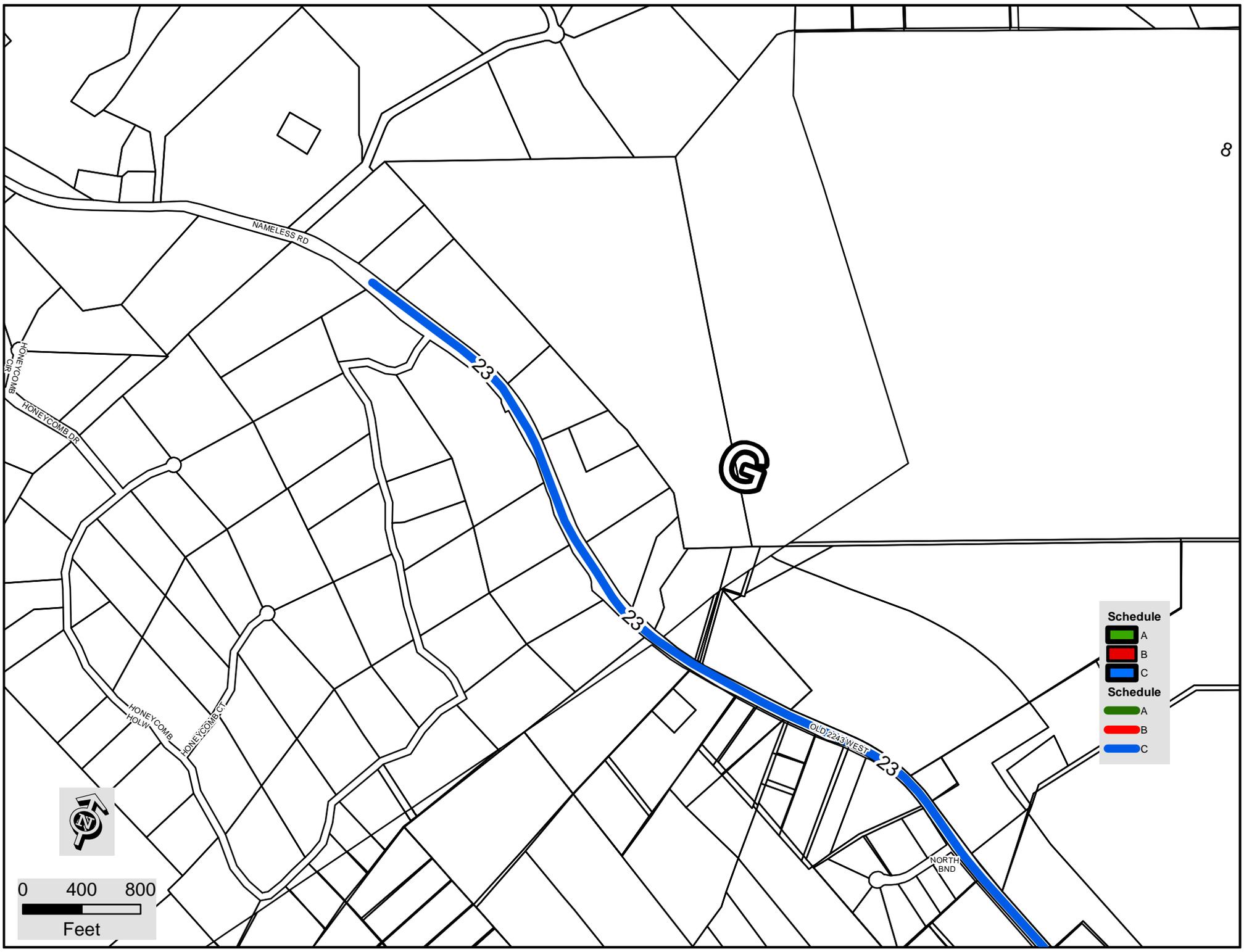
AMANDAS WAY

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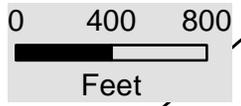


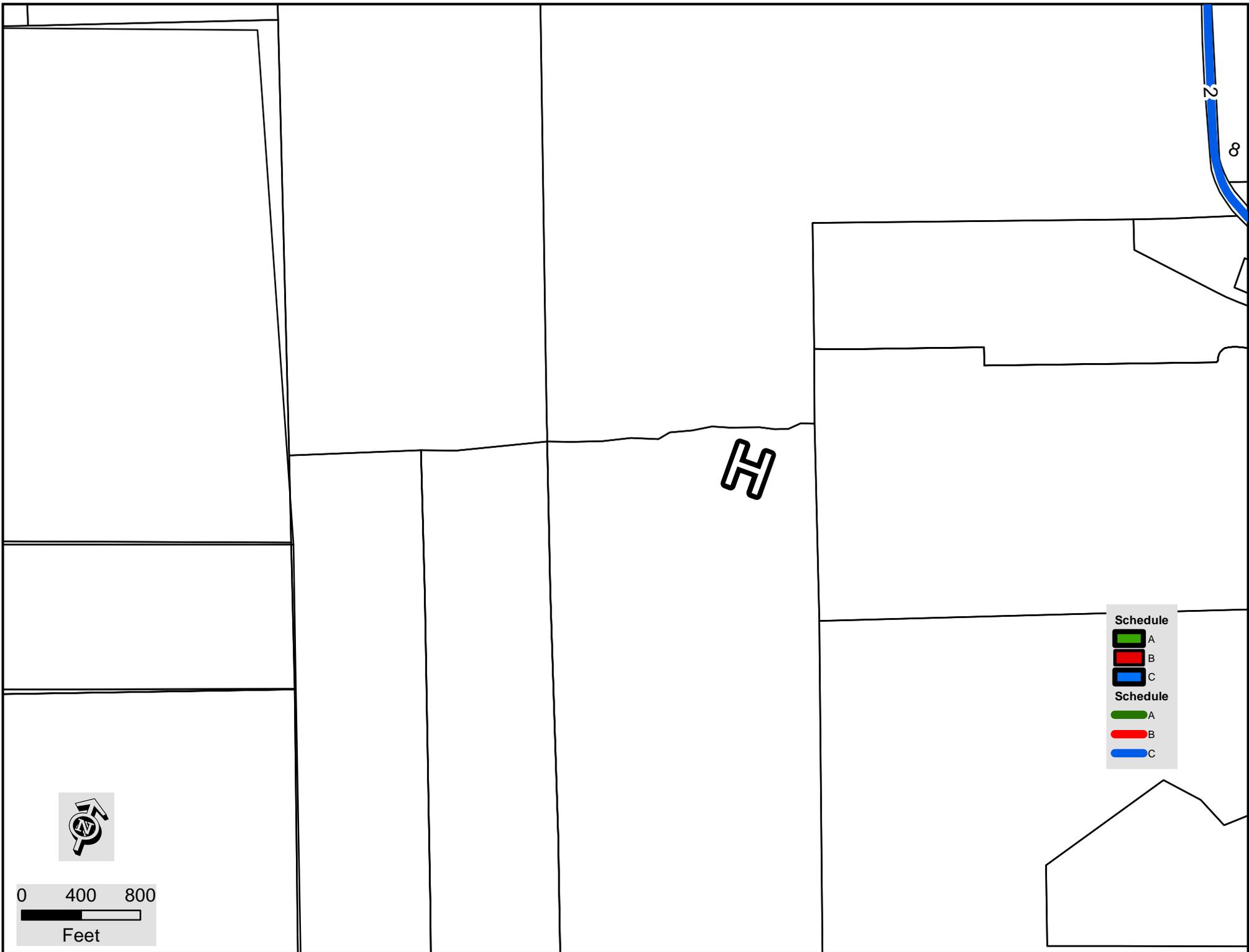
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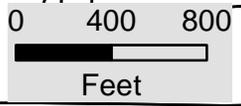
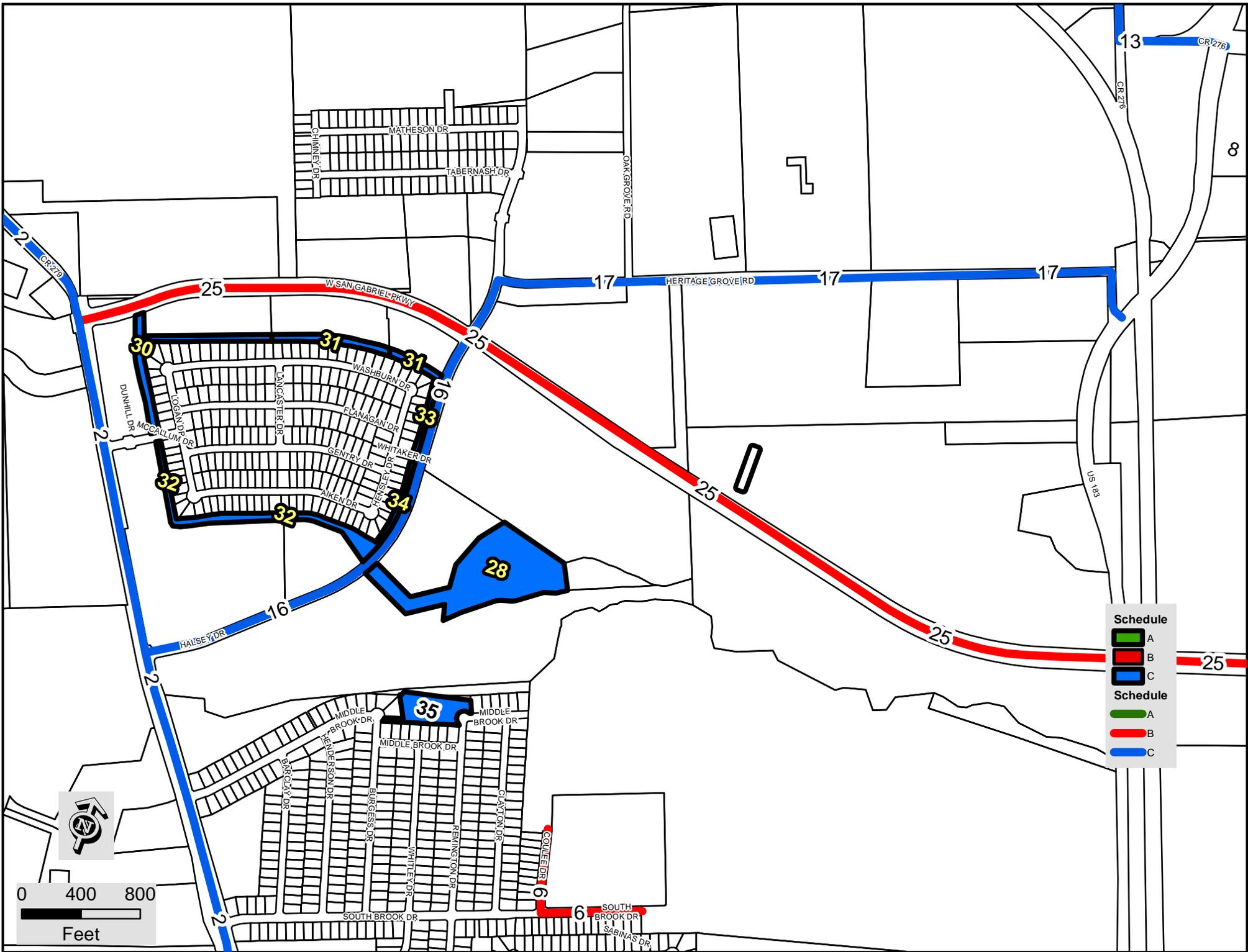
- A
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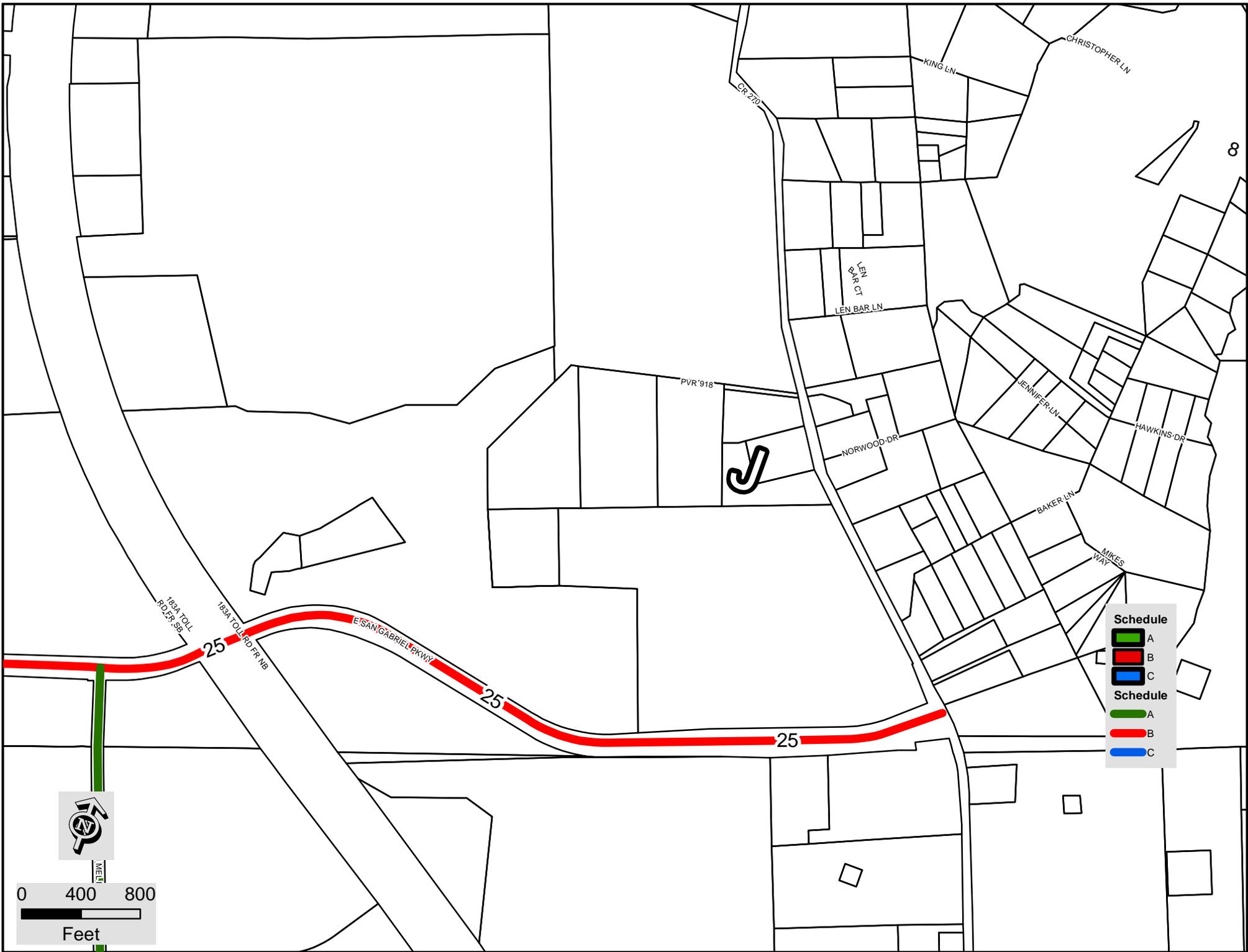
**Schedule**

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- B
- C







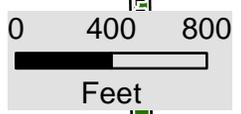


**Schedule**

- A
- B
- C

**Schedule**

- A
- B
- C







MESA RDG

HONEYCOINB MESA

HIDDEN MESA

MESA TRL

MESA OAKS

CR 280

CR 280

HIGH LONESOME

DREAM CATCHER DR

23

8

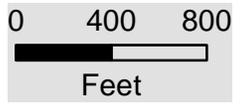
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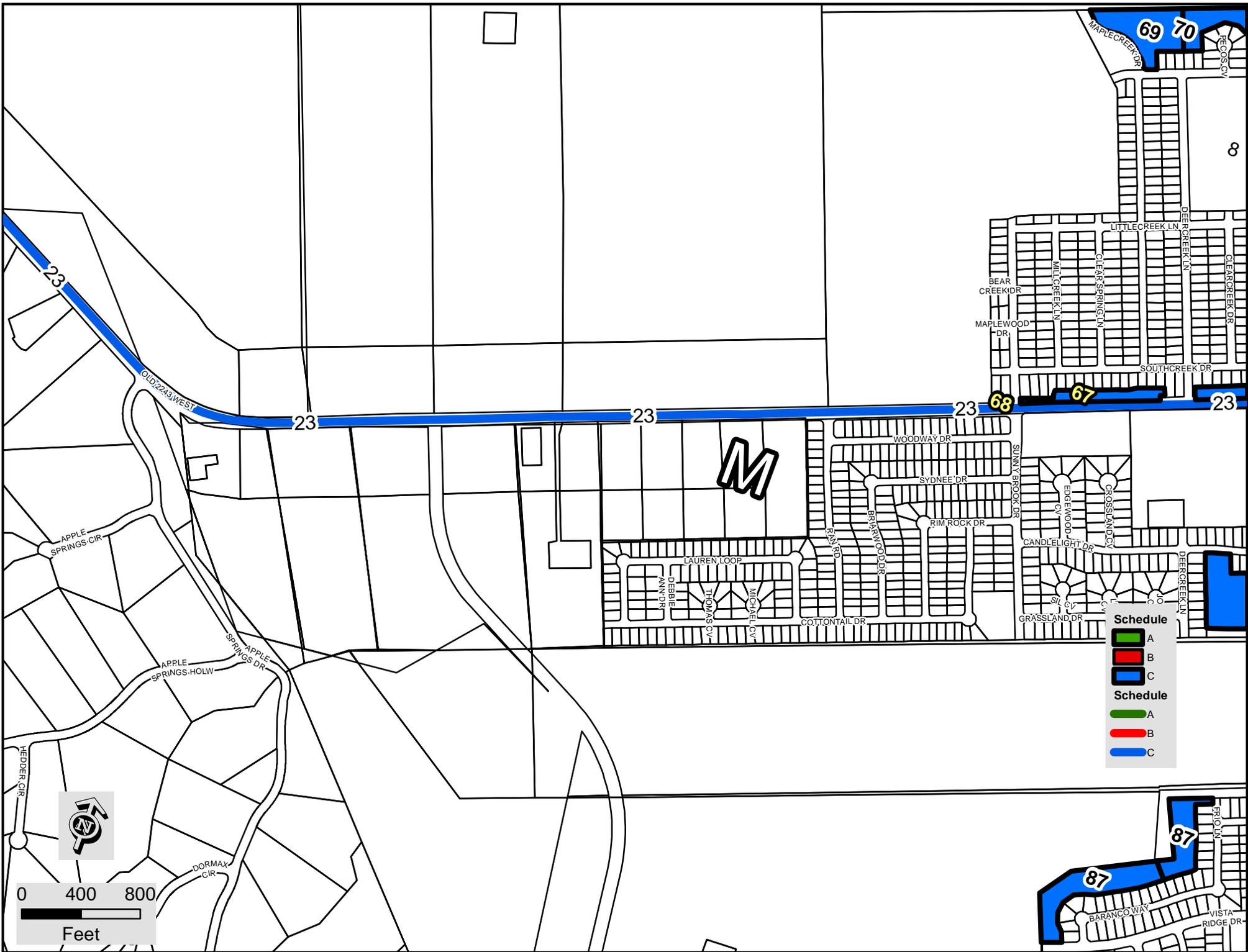
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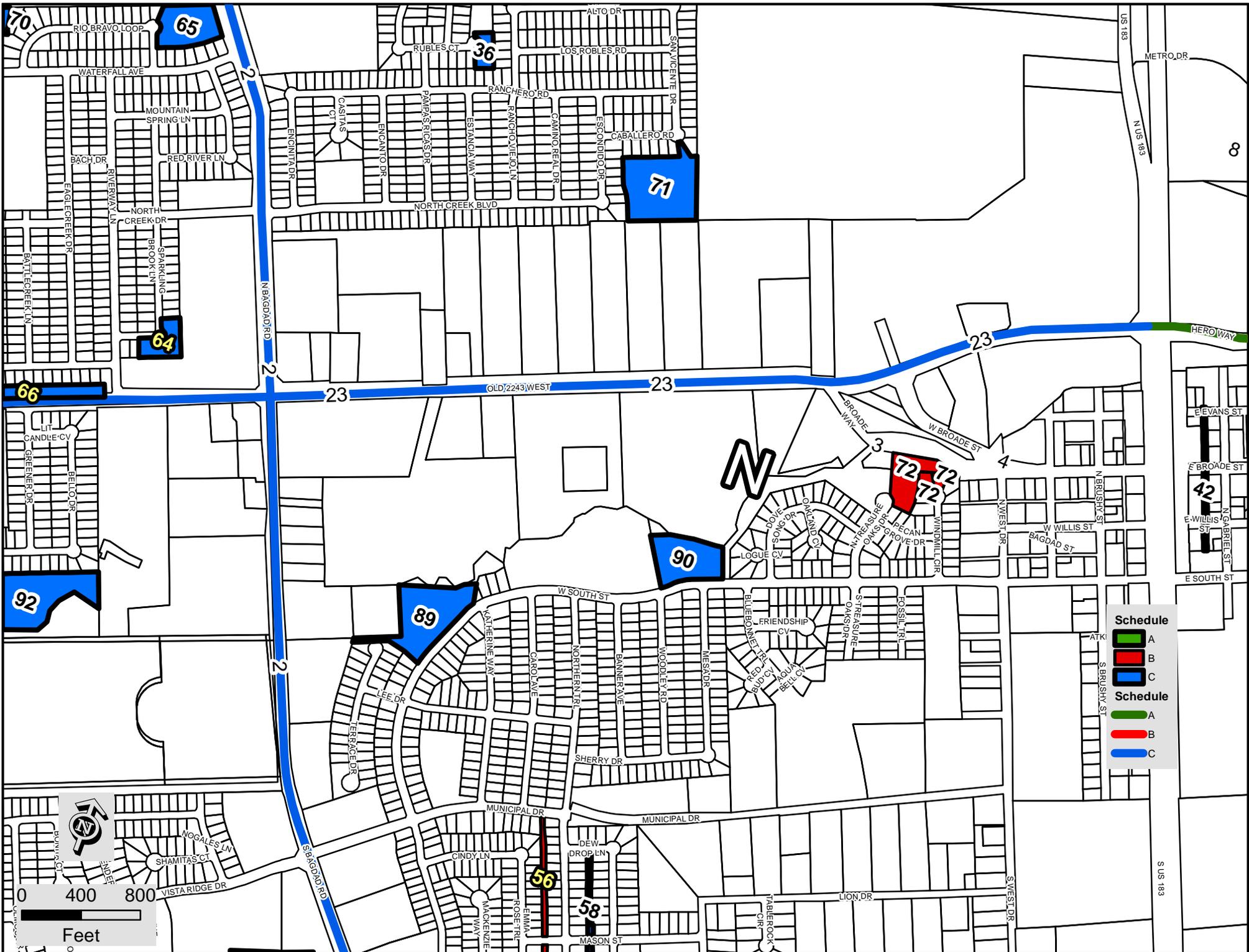
- A
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**Schedule**

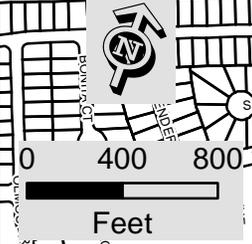
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ROBERTA

MAKENZIE

CINDY LN

MUNICIPAL DR

SHERRY DR

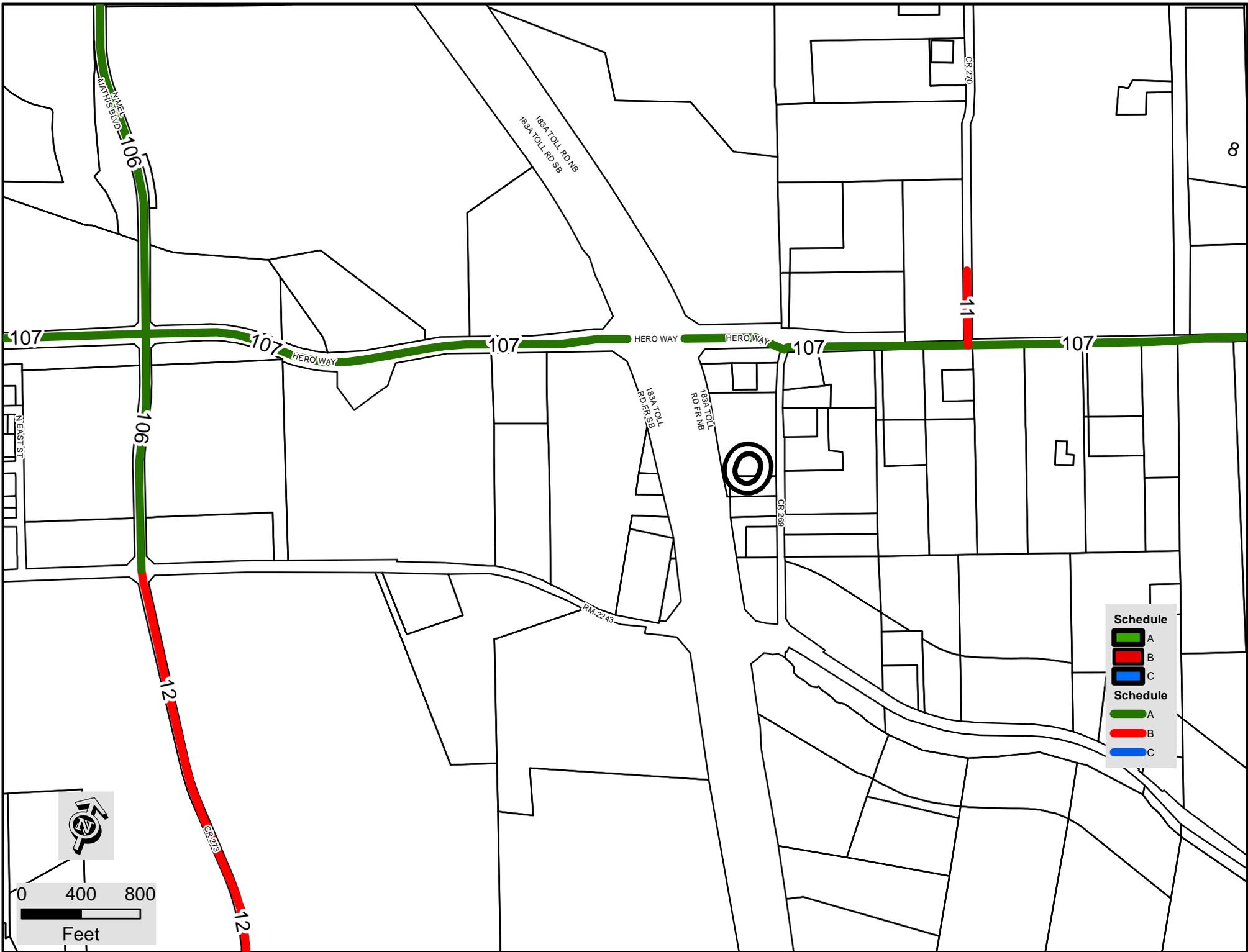
NORTHERN TER

BANNER AVE

WOODLEY RD

MESA DR

W SOUTH ST



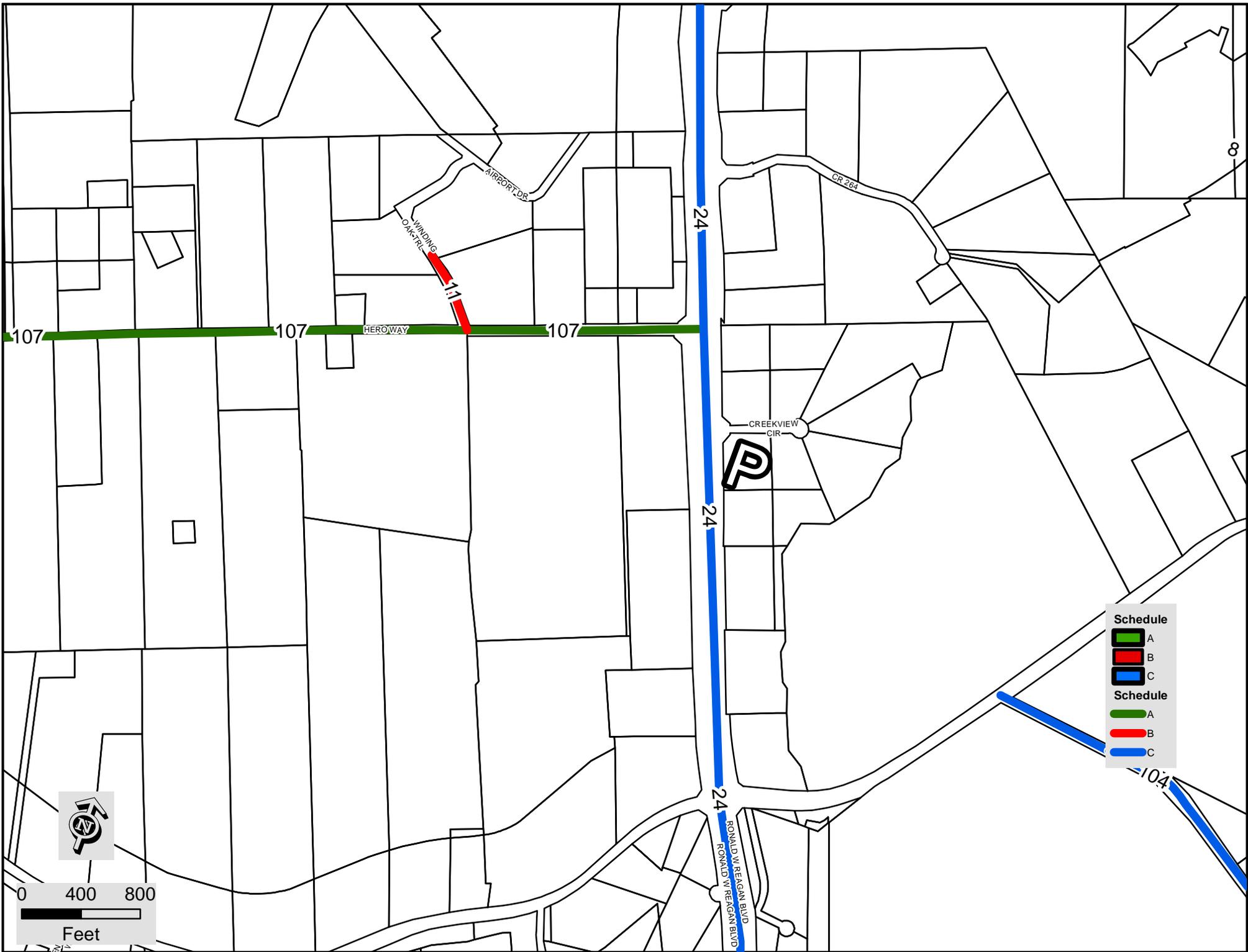
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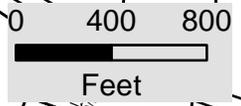


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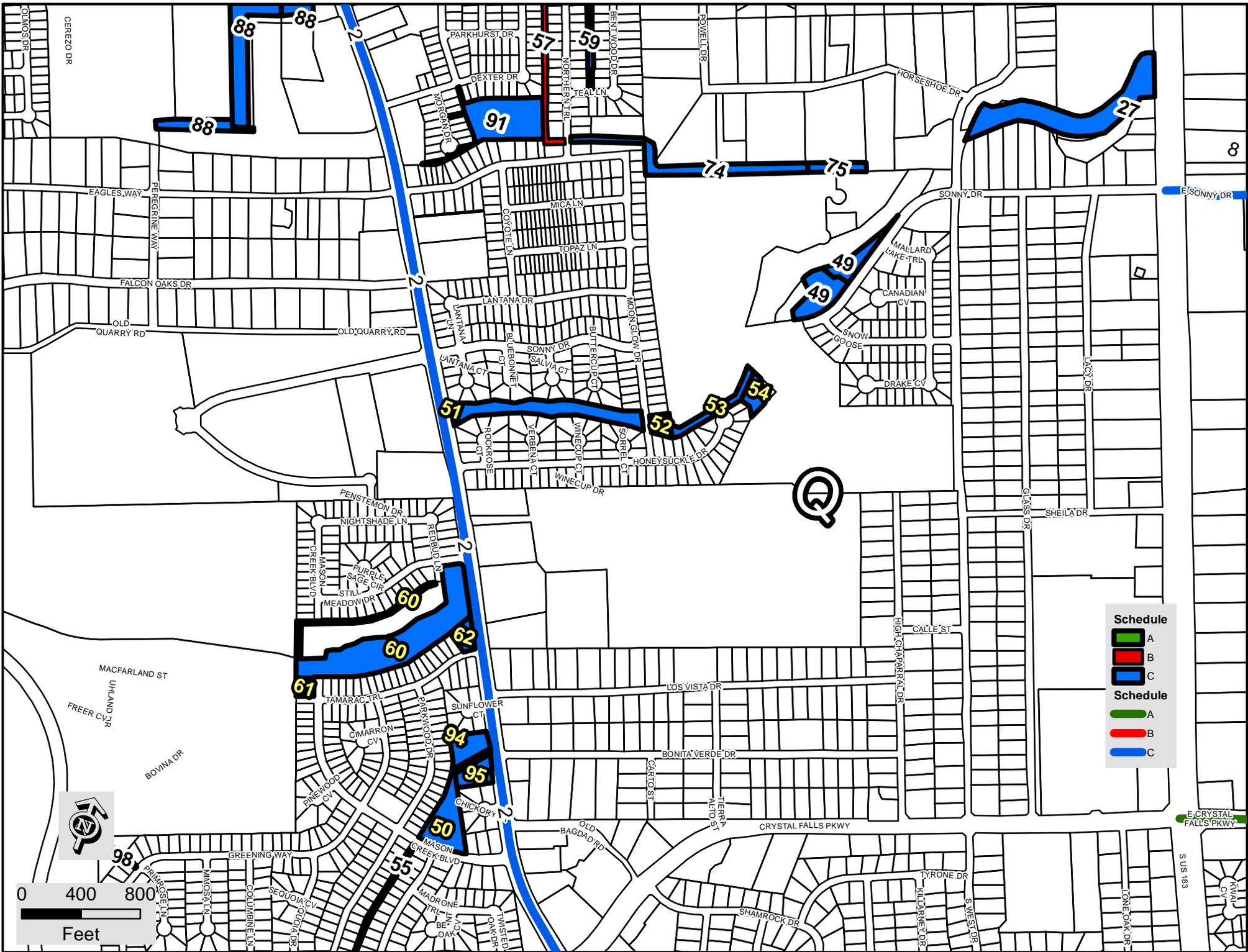
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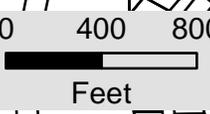
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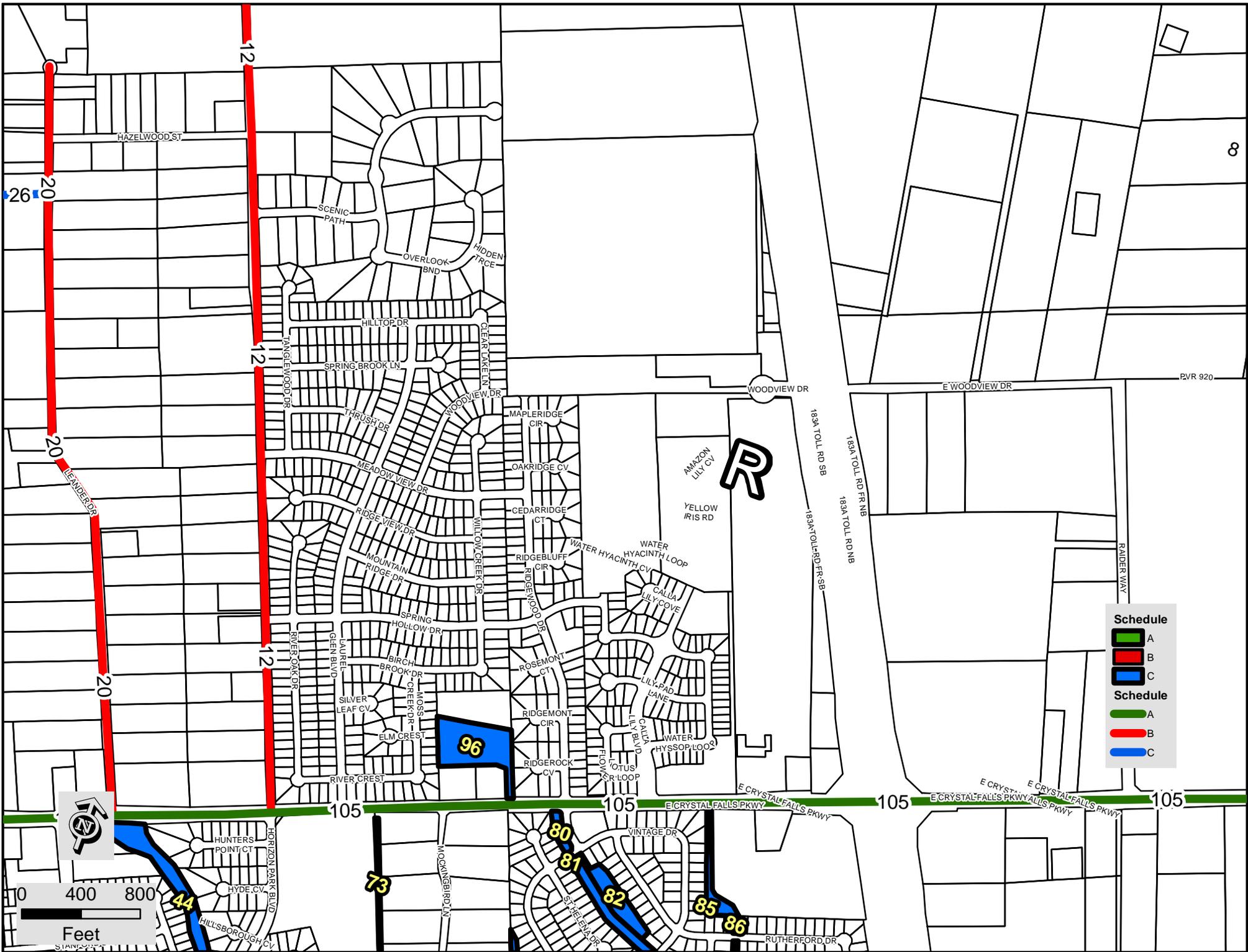






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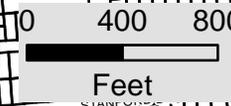
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**Schedule**

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**Schedule**

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HAZELWOOD ST

SCENIC PATH

OVERLOOK BND

HIDDEN TRACE

HILLTOP DR

SPRING BROOK LN

TANGLEWOOD DR

CLEAR LAKE LN

WOODVIEW DR

THRU DR

MEADOW VIEW DR

RIDGE VIEW DR

MOUNTAIN RIDGE DR

SPRING HOLLOW DR

BIRCH BROOK DR

SILVER LEAF CV

ELM CREST

RIVER CREST

MAPLERIDGE CIR

OAKRIDGE CV

CEDARRIDGE CT

RIDGEBLUFF CIR

ROSEMONT CT

RIDGEMONT CIR

RIDGEROCK CV

AMAZON LILY CV

YELLOW IRIS RD

WATER HYACINTH LOOP

WATER HYACINTH CV

CALLA LILY COVE

LILY PAD LANE

WATER HYSSOP LOOP

LOTUS CIR LOOP

WOODVIEW DR

183A TOLL RD SB

183A TOLL RD FR NB

183A TOLL RD NB

183A TOLL RD FR SB

RAIDER WAY

HUNTERS POINT CT

HYDE CV

HILLSBOROUGH CV

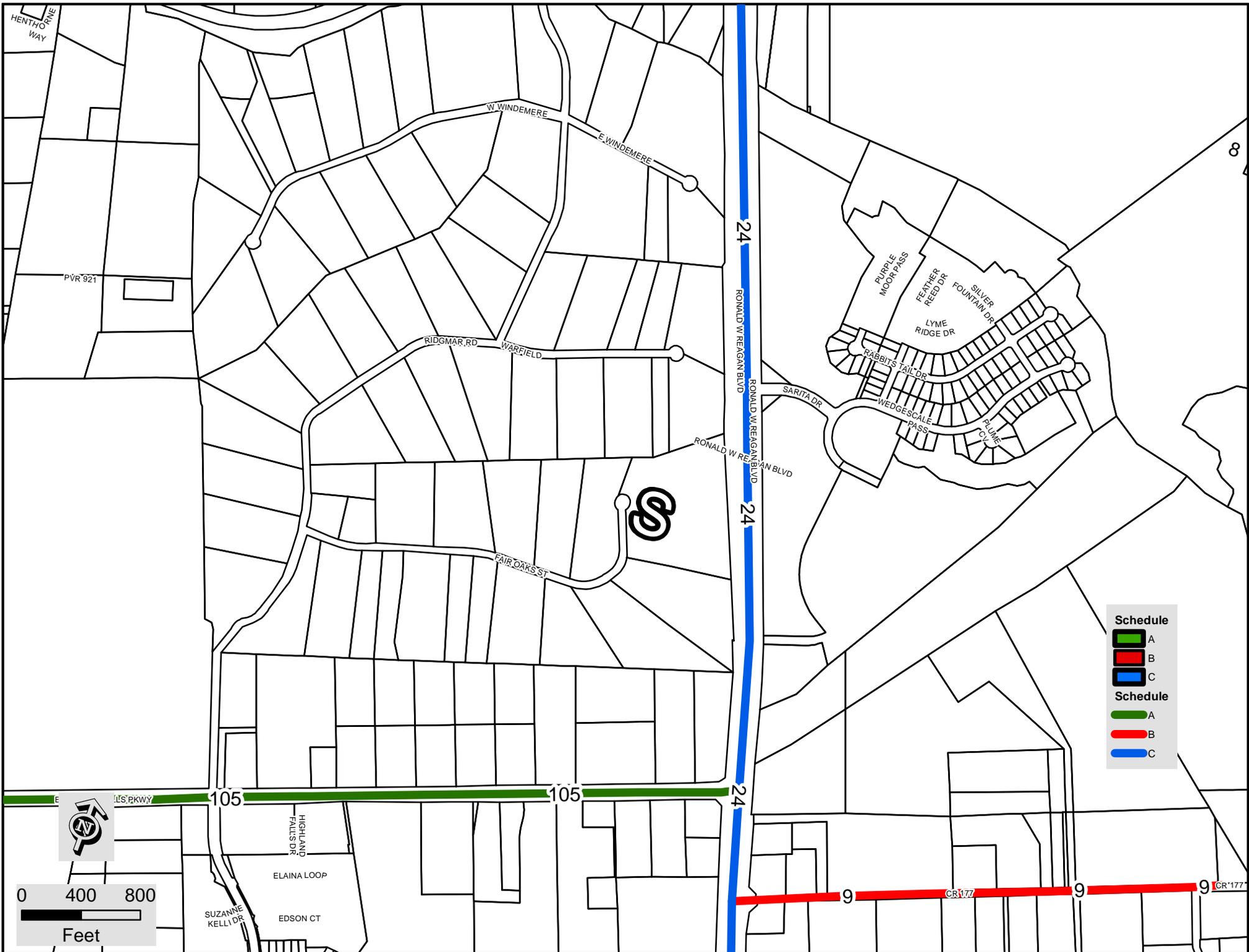
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VINTAGE DR

ST. HELEN DR

RUTHERFORD DR

E CRYSTAL FALLS PKWY

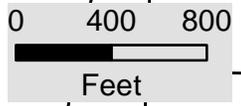


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HIGHLAND FALLS DR  
ELAINA LOOP  
SUZANNE KELLI DR  
EDSON CT

PURPLE MOOR PASS  
FEATHER REED DR  
SILVER FOUNTAIN DR  
LYME RIDGE DR  
RABBITS TAIL DR  
WEDGESCALE PASS  
PLUME COVE

W WINDEMERE  
E WINDEMERE

RIDGMAR RD  
WARFIELD

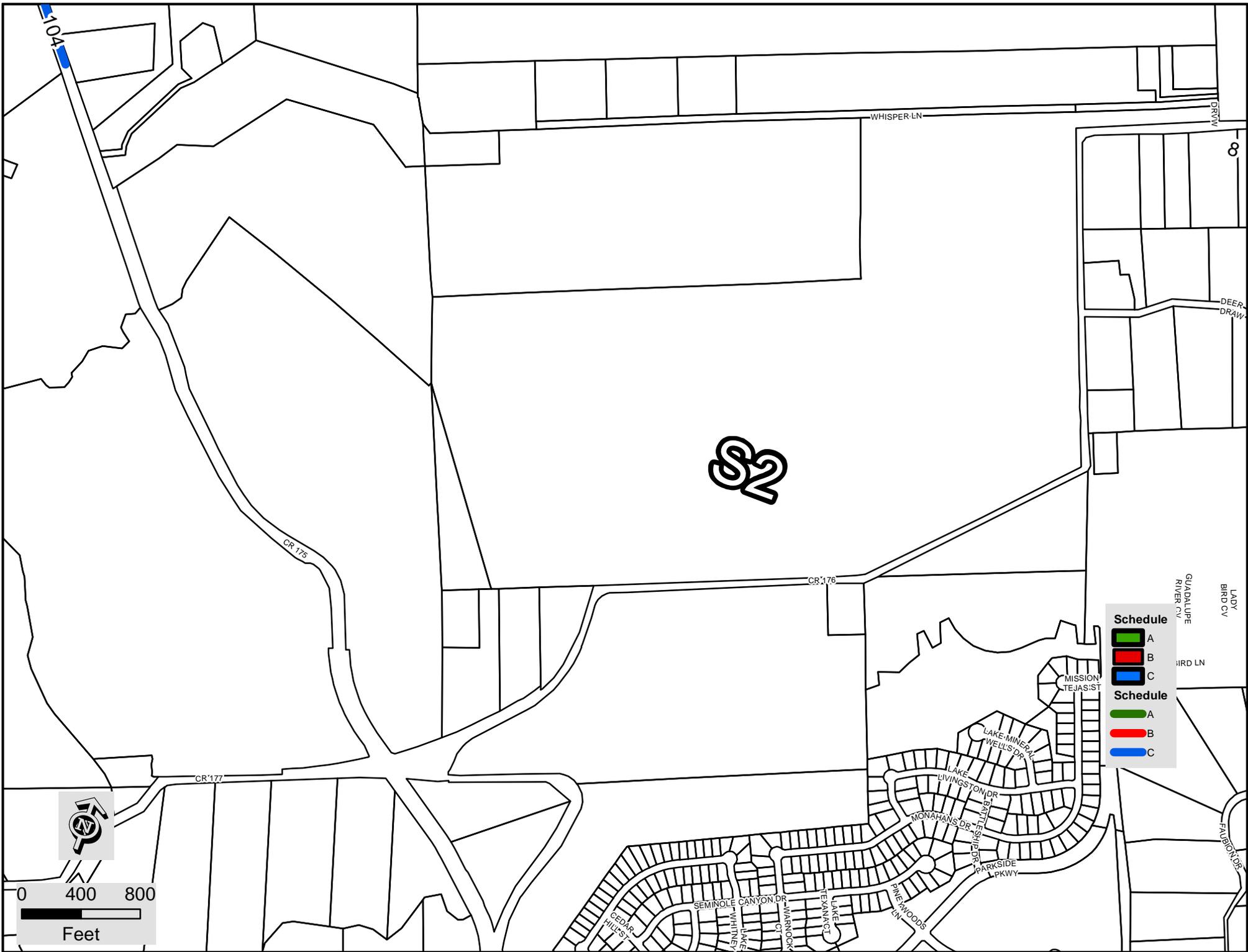
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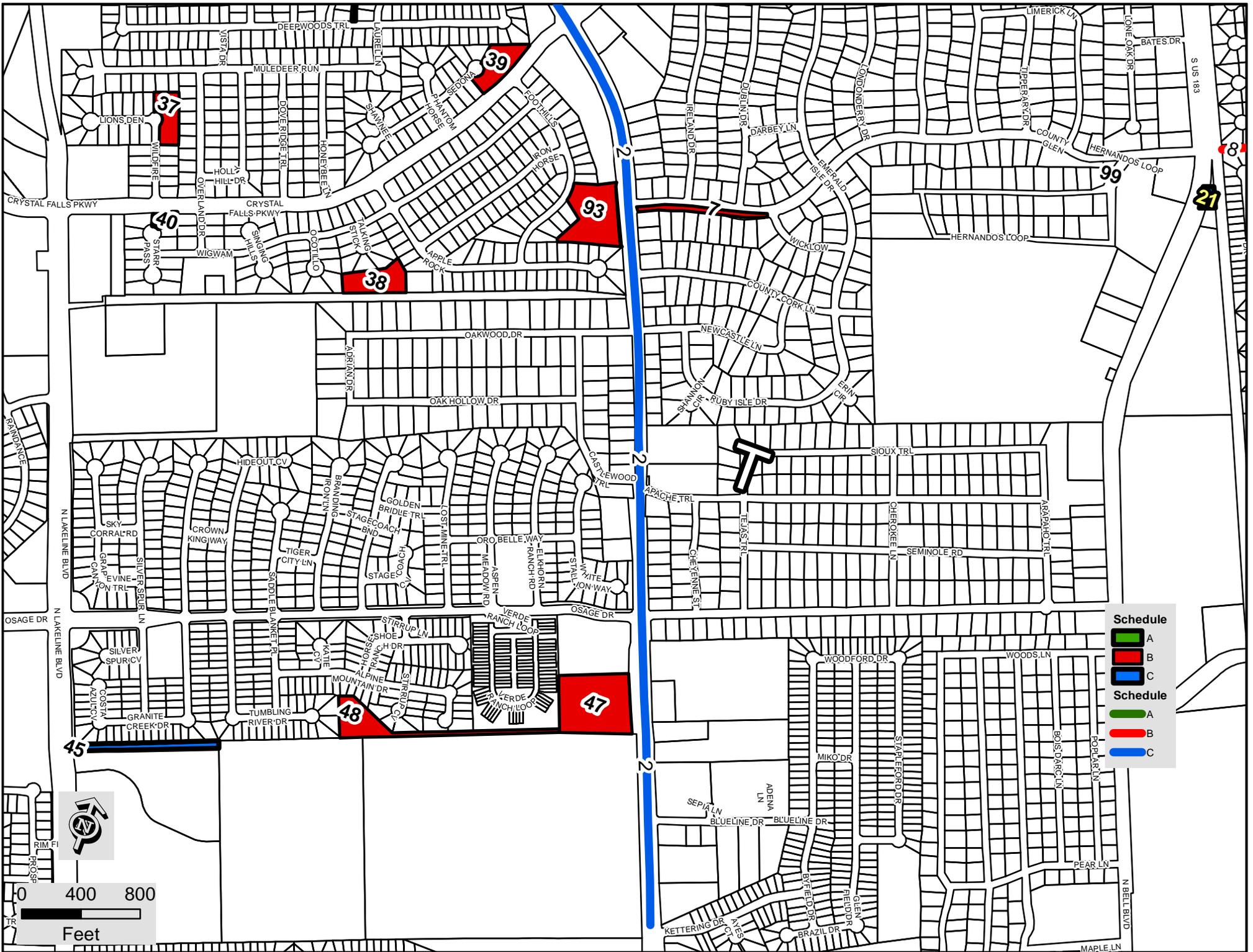
RONALD W REAGAN BLVD  
SARITA DR

HENTHOBY WAY

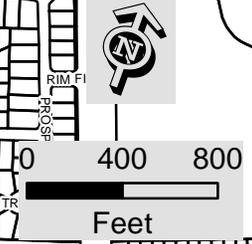
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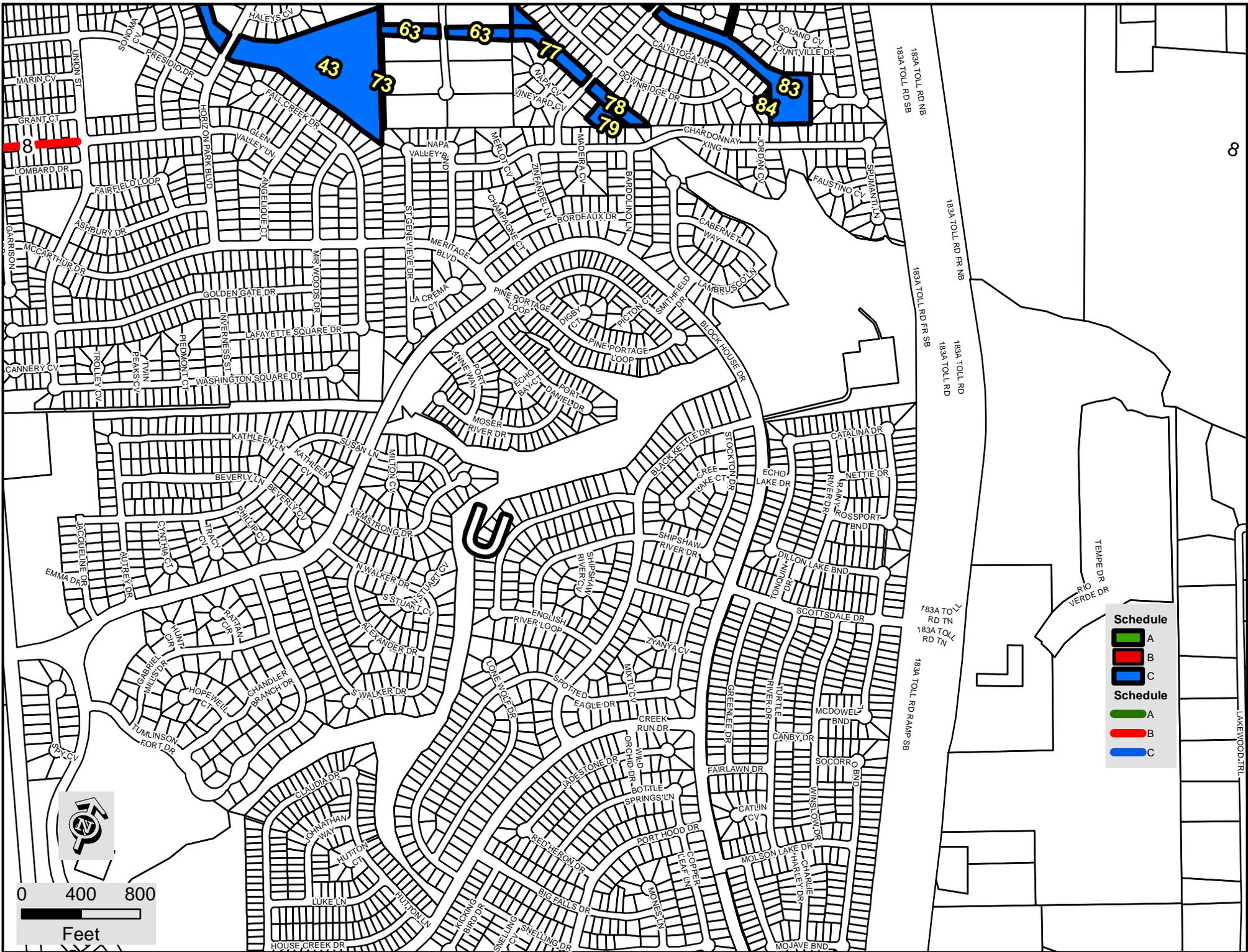
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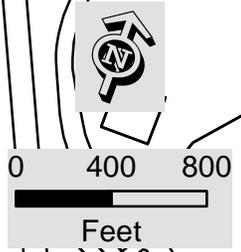


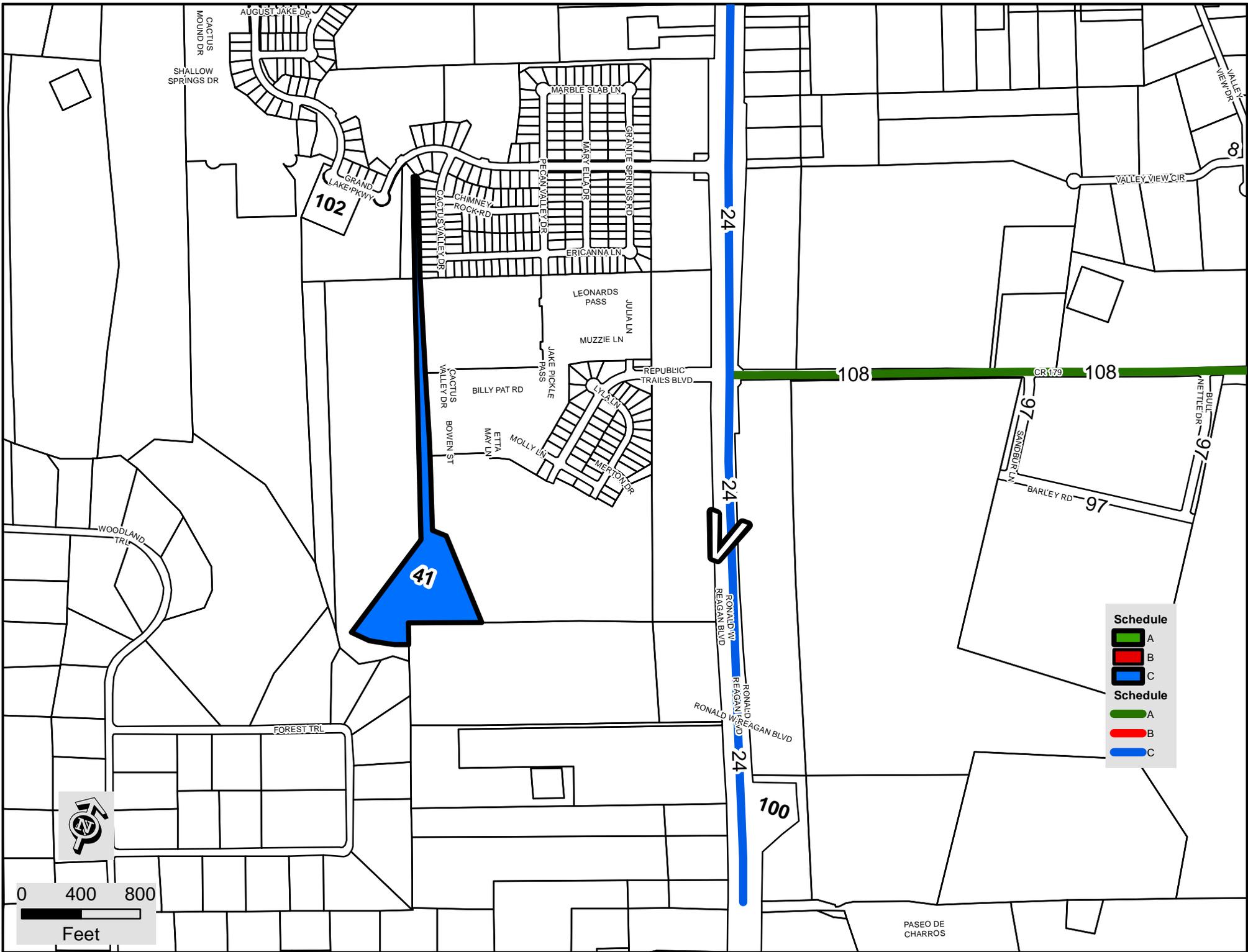
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## ATTACHMENT F

### INSURANCE REQUIREMENTS

1. Required Insurance Coverage: The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or Subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to the coverage required to be provided by Contractor or to any claim made against the Contractor or any Subcontractor or any suppliers of the Contractor. Further, the Contractor shall include all Subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, which shall be incorporated herein by reference as part of this Agreement, and approved by the City before work commences.
2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Business Automobile Liability Policy
  - c) Excess/Umbrella Liability Policy
  - d) Workers' Compensation Policy
3. General Requirements Applicable to All Policies
  - a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - c) "Claims Made" policies will not be accepted.
  - d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
  - e) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
  - f) The City of Leander, Texas, its officials, employees, and volunteers, are to be added as "Additional Insured" to the General and Business Automobile Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
4. Commercial General Liability
  - a) General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
  - b) Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
  - c) Coverage shall be at least as broad as Insurance Service's Office Number CG 0001.

- d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- e) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

5. Business Automobile Liability

- a) Business Automobile Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in item 2 of the declaration page.
- d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

6. Umbrella/Excess Liability

- a) In addition to all other liability insurance coverage required to be provided by the Contractor pursuant to this Section 27, the Contractor shall provide an umbrella/excess liability policy. The coverage limit minimum shall not be less than \$1,000,000.00.

7. Workers' Compensation Insurance

- a) Pursuant to the requirements set forth in *Title 28, section 110.110, Texas Administrative Code*, all employees of the Contractor, all employees of any and all Subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either by directly through their employer's policy (the Contractor or Subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a Subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and Subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the Subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- b) The workers' compensation insurance shall include the following terms:
  - (i) Employer's liability limit of \$1,000,000.00 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04", shall be included in this policy
  - (iii) Texas must appear in Item 3A of the Worker' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- c) The following shall be a requirement of this Agreement and, pursuant to the explicit terms of *Title 28, Section 110.110(c)(7),-Texas Administrative Code*, the bid specifications, and this Agreement, all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

## Definitions

- A. Certificates of Coverage (“Certificate”) – A copy of a Certificate of Insurance, a Certificate of Authority to Self-Insure issued by the Texas Workers’ Compensation Commission, or a Coverage Agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“Subcontractors” in §406.096, Texas Labor Code) – Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.
- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period

shown on the current certificate of coverage ends during the duration of the project.

- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to;
  - 1) provide coverage, based on proper reporting of classification codes an payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - 3) provide the Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - a) a certificate of coverage, prior to the other person beginning work on the project , and
    - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g) with the certificates of coverage to be provided to the person for whom they are providing services
- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

Certificates of Insurance: Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain the following provisions and warranties;

- 11.8.1 The company is licensed and admitted to do business in the State of Texas.
- 11.8.2 The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- 11.8.3 All endorsements and insurance coverage are provided according to requirements and instructions contained herein.
- 11.8.4 The form of the notice of cancellation, termination, or change in coverage provisions to the City of Leander.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.