



Amendment No. 2  
to  
Contract No. NA130000082  
for  
Parking Lots Restriping  
between  
Ace Parking Lot Maintenance  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 26, 2017 to April 25, 2018. One option remain.
- 2.0 The total contract amount is increased by \$13,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/26/2013 – 04/25/2016	\$39,000.00	\$39,000.00
Amendment No. 1: Option 1 04/26/2016 – 04/25/2017	\$13,000.00	\$52,000.00
Amendment No. 2: Option 2 04/26/2017 – 04/25/2018	\$13,000.00	\$65,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  4/12/17

Printed Name: Eric Ramirez  
Authorized Representative

Ace Parking Lot Maintenance  
13107 Wortham Brook Lane  
Houston, Texas 77065  
[admin@aceparkinglotmaintenance.com](mailto:admin@aceparkinglotmaintenance.com)  
512-786-0492

Sign/Date:  4-18-17  
Beatrice Washington, Contract Management Specialist III

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA130000082  
for  
Parking Lots Restriping  
between  
Ace Parking Lot Maintenance  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective April 26, 2016 to April 25, 2017. Two options will remain.
- 2.0 The total contract amount is increased by \$13,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/26/2013 – 04/25/2016	\$39,000.00	\$39,000.00
Amendment No. 1: Option 1 – Extension 04/26/2016 – 04/25/2017	\$13,000.00	\$52,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 4/19/16

Printed Name: Eric Ramirez  
Authorized Representative  
Ace Parking Lot Maintenance  
13107 Wortham Brook Lane  
Houston, Texas 77065  
[admin@aceparkinglotmaintenance.com](mailto:admin@aceparkinglotmaintenance.com)  
512-786-0492

Sign/Date:

 4/20/16

Joe Barrios  
Contract Compliance Specialist Senior  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



**Financial and Administrative Service Department**  
**Purchasing Office**  
P.O. Box 1088, Austin, Texas, 78767

April 26, 2013

Ace Parking Lot Maintenance  
Eric Ramirez  
13107 Wortham Brook Ln  
Houston, TX 77065

Dear Mr. Ramirez:

The City of Austin has approved the award and execution of a contract with your company for Restriping IH-35 Parking Lots between 6<sup>th</sup> and 8<sup>th</sup> streets in accordance with solicitation IFB EAD0216.

Responsible Department:	Austin Transportation Department
Department Contact Person:	David Smith
Department Contact Email:	<a href="mailto:DavidR.Smith@austintexas.gov">DavidR.Smith@austintexas.gov</a>
Department Contact Telephone:	(512) 974-1553
Project Name:	Restriping IH-35 Parking Lots between 6 <sup>th</sup> and 8 <sup>th</sup> streets
Contractor Name:	Ace Parking Lot Maintenance
Contract Number:	NA130000082
Contract Period:	4/26/13 – 4/25/16
Contract Period Amount	\$39,000
Extension Options:	Three 12-month options
Requisition Number:	2400 13010400129
Solicitation Number:	IFB EAD0216
Agenda Item Number:	46
Council Approval Date:	4/25/13

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Erin D'Vincent  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Ace Parking Lot Maintenance ("Contractor")  
for  
Restriping Services  
NA130000082**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ace Parking Lot Maintenance having offices at Houston, TX 77065 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number EAD0216.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), EAD0216 including all documents incorporated by reference
- 1.1.3 Ace Parking Lot Maintenance 's Offer, dated 2/19/13, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

**1.3 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

**1.4 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$39,000 for the initial Contract term and \$13,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Erin D'Vincent

Signature: 

Title: Buyer II

Date 4/25/13

# CITY OF AUSTIN, TEXAS

## Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

**SOLICITATION NO:** EAD0216

**COMMODITY/SERVICE DESCRIPTION:** Restriping IH-35 Parking  
Lots between 6th St. and 8th St.

**DATE ISSUED:** January 28, 2013

**REQUISITION NO.:** 2400 13010400129

**COMMODITY CODE:** 9127662

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**BID DUE PRIOR TO:** February 20, 2013, 2 PM, local time

**COMPLIANCE PLAN DUE PRIOR TO:** N/A

Erin D'Vincent

Buyer II

Phone: (512) 972-4017

**BID OPENING TIME AND DATE:** February 20, 2013, 2:15 PM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select  
this link:

[https://www.ci.austin.tx.us/financeonline/vendor\\_connection/index.cfm  
#BIDOPENINGWEBINAR](https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm#BIDOPENINGWEBINAR)

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

### SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER

#### OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

  
Signature of Person Authorized to Sign Offer

Eric Ramirez - Owner  
Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** [REDACTED]

Date: 2/19/13

Company Name: Ace Parking Lot Maintenance

Address: 13107 Wexham Brook Ln

Email Address: admin@aceparkinglotmaintenance.com

City, State, Zip Code Houston, TX 77045

Phone No. (512) 786-0492

Fax No. (512) 367-5648



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### RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\*

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet
- Sections 0800 - 0835          Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan

\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

\* **INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDDBIDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDDBIDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby



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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In



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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
  - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

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parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract



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and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
  - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
  - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via email to [erin.d.vincent@austintexas.gov](mailto:erin.d.vincent@austintexas.gov), or fax, to 512-972-4015 no later than seven business days prior to the close of the bid.

**2. ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will NOT be considered.

**3. INSURANCE**. Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**4. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 36 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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**5. QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**6. DELIVERY REQUIREMENTS**

Location: \_\_\_\_\_ Days: Sundays 5 AM  
IH-35 Parking lots under the bridge between 6<sup>th</sup>  
and 8<sup>th</sup> Street

- A. Work is to occur within 7 calendar days after the order is placed (either verbally or in writing).
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**7. INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Transportation Department - Meter Shop
Attn:	Accounts Payable
Address	2001 E. 15 <sup>th</sup> Street
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**8. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.



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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

**9. RECYCLED PRODUCTS**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**10. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;

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- v. regular hourly pay rate;
- vi. total daily or weekly straight-time earnings;
- vii. total overtime earnings for the workweek;
- viii. all additions to or deductions from the employee's wages;
- ix. total wages paid each pay period; and
- x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:

- i. the employee's name and job title;
- ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
- iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**12. ECONOMIC PRICE ADJUSTMENT**



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- A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
- (1) an itemized, revised price list with the effective date of the proposed increase;
  - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;  
  
Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
  - (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty percent (20%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.
- C. Price Decreases
- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

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- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

13. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

David Smith

974-1553

[DavidR.Smith@austintexas.gov](mailto:DavidR.Smith@austintexas.gov)

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

City of Austin  
Specifications for  
IH-35 Restriping

**1.0 Purpose:**

This Invitation to Bid is to establish the minimum requirements for the restriping of the IH-35 parking lots under the bridge between 6<sup>th</sup> Street and 8<sup>th</sup> Street. This will be a three year contract with up to three, 12-month extension options. The bid shall be awarded to the lowest responsive, responsible bidder.

Bidder shall bid for restriping of all markings in both lots once per year and the restriping of the stall lines and numbers twice per year, presumably once in the spring and once in the fall.

**2.0 Marking Requirements:**

1. Stall Markings  
5700 ft. of 4 inch stall lines  
10 each of ADA stencils  
6 each of ADA Loading Zone stencils  
224 stall number stencils
2. Pavement Markings  
3300 ft. of 12 inch lines and rings  
24 Directional arrows  
2 speed bump markings (Red)  
8 Stop stencils  
2400 of 12 inch blue line (rings)

**3.0 Application**

Proceed with pavement markings only on clean dry surfaces with a minimum ambient temperature of 50 degrees F not exceeding 90 degrees F and relative humidity at a maximum of 85%.

Apply paint material at manufacturer's recommended rates and provide a minimum dry film thickness of 15 mils. Material shall have a uniform thickness and smooth surfaced cross section throughout its entire length.

**4.0 Surface Preparation** – Surface shall be free of dirt, grease, oil or other contaminates which could interfere with adhesion.

**5.0 Execution**

- Work must be performed on a Sunday beginning at 5 AM until completion.
- Since there are two separate lots, it is expected that one lot at a time will be marked and reopened to the public once completed.
- Scheduled work must not conflict with any large special events occurring in the downtown area and must be approved with the City of Austin contract manager.
- All lines, stencils, and markings shall be repainted in original font type, size, and location, unless otherwise directed. (See notes)

- Any new asphalt pavement must age for a minimum of 48 hours before painting.
- Paint is to be applied by striping machine. Stripes shall be a minimum width of 4" unless otherwise indicated in writing by the contract manager.
- All finished lines and markings shall be neat and even, with well-defined edges, straight lines, and uniform curves.
- Mark pavement in close conformity to preexisting lines, dimensions, patterns, and location.

## **6.0 Contractor Responsibilities/Requirements**

- Contractor shall have a minimum of three (3) years of experience in parking lot restriping. List three (3) references of a similar size and scope of this project on the Section 0700 Reference Sheet.
- If the bidder will be subcontracting any portion of the work, the requirements in Section 0900 must be followed and submitted with the bid.
- The contractor must furnish all employees, management, administrative support, labor supervision, tools, and equipment necessary for completion of striping of the IH-35 parking lots.
- Traffic control is to be the responsibility of the contractor and is to be provided to ensure the safety of all patrons and workers on site. Contractor shall make sure that all applicable barriers and warning signs are in place before starting any work.
- Contractor shall be responsible for assuring the safety of its employees, City employees and the public during performance of all services under this contract.
- It shall be the responsibility of the Contractor to report to the Contract Manager or his designee any damage found prior to any work at job sites.
- Contractor shall adhere to all OSHA, state and local codes, rules and regulations concerning safety.
- Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence.
- Contractor shall coordinate the performance of the work on the Sites with the Contract Manager or designee. All work is subject to review and acceptance by the Contract Manager within 48 hours after completion. Any work having to be redone due to unsatisfactory work will be at no charge to the City.
- Contractor shall be held accountable for damage caused during the performance of work. Contractor shall inform the Contract Manager of any damage. Contractor shall repair or replace damaged items, surfaces or areas, at no expense to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- All equipment utilized by Contractor in the performance of this Contract shall be maintained in good operating condition at all times. All safety devices required by OSHA guidelines shall be in place and in proper operating condition. Gasoline containers shall be OSHA-approved but not stored at the site at any time.

## **7.0 Paint Requirements – Sherwin Williams Setfast Low Voc Acrylic Traffic Marking Paint or a product equal to is preferred. Lead free red, white, yellow and blue are expected in order to match as closely as possible the existing markings. Specifications are attached.**

## **8.0 Miscellaneous Information**

- It is recommended that all bidders visit the site to gain knowledge of the flow of vehicle and pedestrian traffic and also to gain a visual orientation of the work to be done.
- The lots are cleaned by machine each morning beginning at 3 AM and ending at 5 AM. Tow signage is in place to ensure the lots are empty to facilitate this cleaning. The striping must begin on a Sunday directly after this cleaning while the lots are empty.
- Stall numbers must be painted to conform to existing locations as they are programmed into the parking meters placed in each lot.
- Attached are photos and PDF documents related to the dimensions and descriptions of the work to be bid and preformed.
- Changes to Existing Markings – Bid is to include the listed and attached arrow stencils. Different designs of arrows were originally used in each of the lots. It has been determined that the City prefers the type attached. The contractor must black or gray out any left over existing arrow markings that are not utilized.

**QUOTE SHEET**  
**CITY OF AUSTIN**  
**Restriping IH-35 Parking Lots between 6th St. and 8th St.**

<b>Bid NO.</b>	EAD0216
<b>RX NO.</b>	RQM 2400 13010400129
<b>ISSUE DATE:</b>	Monday, January 28, 2013
<b>CLOSING DATE &amp; TIME:</b>	February 20, 2013 at 2:00 PM
<b>BUYER</b>	Erin D'Vincent

**Copies of Quote:** Vendor must submit two copies of its signed quote - one original and one copy.

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the quote.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Restriping of stall lines and stall numbers per specification - 6th St Parking Lot	2	Semi-Annually	\$1,245.00	\$1,200.00
2	Restriping of stall lines and stall numbers per specification - 8th St Parking Lot	2	Semi-Annually	\$1,245.00	\$1,200.00
3	Annual restriping of 6th St Lot - per specification	1	Annually	\$2,920.00	\$2,900.00
4	Annual restriping of 8th St Lot - per specification	1	Annually	\$2,920.00	\$2,900.00
<b>TOTAL PRICE</b>				<b>\$10,820.00</b>	

OFFERORS BEST DELIVERY IS 5 CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

COMPANY NAME: Ace Parking Lot Maintenance

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PRINTED NAME: Eric Ramirez

EMAIL ADDRESS: admin@aceparkinglotmaintenance.com

PHONE NUMBER: 512 786-0492

**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	Ace Parking Lot Maintenance					
Physical Address	333 E Slaughter Ln #324 Austin, TX 78744					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	Yes			<input checked="" type="radio"/> No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No



**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

Ace Parking Lot Maintenance, LLC

  
Signature, Authorized Representative of Offeror

owner  
Title

2/19/13  
Date

**END**



**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**

**Please Complete and Return This Form with the Offer**

Solicitation Number:

Offeror's Name  Date

The Offeror shall furnish, with the Offer, the following information, for at least  recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Company's Name	<input type="text" value="Rabine Paving"/>		
Name of Contact	<input type="text" value="Stephanie Cooney"/>	Contact Title	<input type="text" value="Operations Coordinator"/>
Present Address	<input type="text" value="900 National Parkway Suite 260"/>		
City	<input type="text" value="Schaumburg"/>	State	<input type="text" value="Illinois"/> Zip Code <input type="text" value="60173"/>
Telephone Number	<input type="text" value="(815) 701-9188"/>	FAX Number	<input type="text" value="(847) 995-7006"/>
Email Address	<input type="text" value="stephaniecooney@rabinegroup.com"/>		

Company's Name	<input type="text" value="Brinker International"/>		
Name of Contact	<input type="text" value="Jamie Vidrine"/>	Contact Title	<input type="text" value="Facilities Manager"/>
Present Address	<input type="text" value="24116 W Ih 10"/>		
City	<input type="text" value="San Antonio"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78257"/>
Telephone Number	<input type="text" value="(210) 264-3505"/>	FAX Number	<input type="text" value="(972) 628-8507"/>
Email Address	<input type="text" value="Jamie.Vidrine@brinker.com"/>		

Company's Name	<input type="text" value="American Bank of Commerce"/>		
Name of Contact	<input type="text" value="Kale George"/>	Contact Title	<input type="text" value="Bank officer"/>
Present Address	<input type="text" value="10920 Lakeline Mall Dr. Suite 100"/>		
City	<input type="text" value="Austin"/>	State	<input type="text" value="Texas"/> Zip Code <input type="text" value="78717"/>
Telephone Number	<input type="text" value="(512) 391-5780"/>	FAX Number	<input type="text" value=""/>
Email Address	<input type="text" value="kgeorge@theabcbank.com"/>		

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**SOLICITATION NO** **EAD0216**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

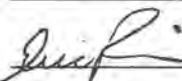
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19<sup>th</sup> day of February, 2013.

CONTRACTOR

Ace Parking Lot Maintenance

Authorized Signature



Title

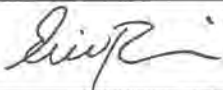
Owner

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. EAD0216

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">Ace Parking Lot Maintenance</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">02/19/2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Eric Ramirez</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Owner</div>		

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. EAD0216  
FOR**

Restriping IH-35 Parking Lots between 6th St. and 8th St.

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;



**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.


If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

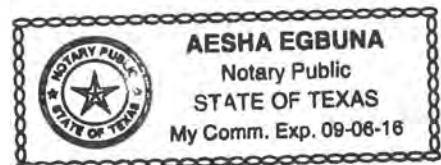
Offeror's  
Explanation:

--

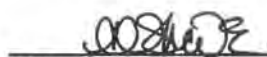
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Ace Parking Lot Maintenance
Printed Name:	Eric Ramirez
Title:	Owner

  
\_\_\_\_\_  
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 19 day of February, 2013.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 09/06/2013

**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
(Please duplicate as needed)

SOLICITATION NO. EAD0216

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:


- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	Eric Ramirez	Owner
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<span style="border: 1px solid black; padding: 2px;">Ace Parking Lot Maintenance</span>		
Signature of Officer or Authorized Representative:		Date:	<span style="border: 1px solid black; padding: 2px;">2/19/2013</span>
Printed Name:	<span style="border: 1px solid black; padding: 2px;">Eric Ramirez</span>		
Title:	<span style="border: 1px solid black; padding: 2px;">Owner</span>		


**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	Restriping IH-35 Parking Lots between 6th St. and 8th St.
Contractor Name:	Ace Parking Lot Maintenance

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Owner		
Signature of Employee:		Date:	02/19/2013
Employee's Printed Name:	Eric Ramirez		

  
(Witness Signature)

Sharon Ramirez  
(Printed Name)




**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. EAD0216**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	Ace Parking Lot Maintenance		
Signature of Officer or Authorized Representative:		Date:	02/19/2013
Printed Name:	Eric Ramirez		
Title:	Owner		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: EAD0216

PROJECT NAME: Restriping IH-35 Parking Lots between 6<sup>th</sup> and 8<sup>th</sup> Streets

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Ace Parking Lot Maintenance  
Company Name

Eric Ramirez - owner  
Name and Title of Authorized Representative (Print or Type)

[Signature]  
Signature

2/19/13  
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER:	EAD0216
PROJECT NAME:	Restriping IH-35 Parking Lots between 6 <sup>th</sup> and 8 <sup>th</sup> Streets

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Ace Parking Lot Maintenance		
Address	13107 Wartham Brook Ln		
City, State Zip	Houston, TX 77045		
Phone	512 786-0492	Fax Number	512 307-5648
Name of Contact Person	Enric Ramirez		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Enric Ramirez - owner  
Name and Title of Authorized Representative (Print or Type)

[Signature]  
Signature

2/19/13  
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOI) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM**

**INVITATION FOR BID (IFB)**

**PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

**IFB No.: EAD0216**

**Addendum No: 1**

**Date of Addendum: February 15, 2013**

1.0 This addendum is incorporating the following question and answer to the above-referenced IFB.

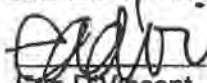
The following questions were posed by one or more Vendors in writing.

1. **Q:** What is the square footage of each parking lot?  
**A:** 50,400 sq. ft. per lot.
2. **Q:** Is TXDOT signage involved?  
**A:** All of the signage is City of Austin (COA) signage.
3. **Q:** Are permits required in regards to signage?  
**A:** There should be no permits needed as the COA manages the lots with State approval.

2.0 Please note, it is preferred that all work be done on a Sunday beginning at 5 AM as stated in the bid description. The lots are cleaned by machine each morning beginning at 3 AM and ending at 5 AM. Tow signage is in place to ensure the lots are empty to facilitate this cleaning. It is preferred that the striping begin on a Sunday directly after this cleaning while the lots are empty. Closing the lots to traffic could be easily accomplished with barricades/cones at the entrances and exits. We do expect that when completed with the marking the paint be dry enough to be re-opened.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

  
Erin D. Vincent, Buyer II  
Purchasing Office

2/15/13  
Date

ACKNOWLEDGED BY:

Ace Parking Lot Maintenance  
Vendor Name

  
Authorized Signature

2/19/13  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your bid.**



ADDENDUM  
INVITATION FOR BID (IFB)  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

IFB No.: EAD0216

Addendum No: 2

Date of Addendum: February 20, 2013

1.0 This addendum is incorporating the following clarification to the above-referenced IFB.

1.1 Bid Due Prior to time/date is changed to 2:00 pm, local time, Wednesday, February 27, 2013.

1.2 Bid Opening Time and Date is changed to 2:15 pm, local time, Wednesday, February 27, 2013.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

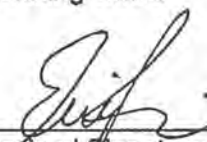
APPROVED BY:

  
Erin D'Vincent, Buyer II  
Purchasing Office

2/20/13  
Date

ACKNOWLEDGED BY:

Ace Parking Lot Maintenance  
Vendor Name

  
Authorized Signature

2/21/13  
Date

**RETURN A COPY OF THIS ADDENDUM**  
to the Purchasing Office, City of Austin, Texas with your bid.  
Failure to do so may constitute grounds for rejection of your offer.



## ATTACHMENT A



**Traffic  
&  
Zone  
Products**

# SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

Paint to  
be used ↗

TM5626  
TM5627

WHITE  
LEAD FREE YELLOW

Revised 9/09

## PRODUCT INFORMATION

10.11

### PRODUCT DESCRIPTION

**SETFAST LOW VOC ACRYLIC TRAFFIC MARKING PAINT** is a conventional dry (non-heat applied) acetone based paint. Acetone, as the main solvent, has Exempt Status under Federal law and does not contribute harmful VOC's.

This is 100% acrylic, which offers the following outstanding properties:

- Faster dry and hardness development.
- Performance similar to SetFast Chlorinated Rubber Traffic Paint
- Dirt resistant

### PRODUCT CHARACTERISTICS

**Finish:** Flat

**Color:** White, LF Yellow

**Volume Solids:** 47%, minimum

**Weight Solids:** 70%, minimum

**VOC (EPA Method 24):** <100 g/L; <0.83 lb/gal

#### Recommended Spreading Rate per coat:

Approximately 320 lineal feet of standard 4" stripe per gallon

	Minimum	Maximum
Wet mils (microns)	15.0	375
Dry mils (microns)	7.5	188
~Coverage sq ft/gal (m <sup>2</sup> /L)	110	2.7
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	752	18.4

NOTE: Brush or roll application for small areas only.

If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking.

#### Drying Schedule @ 15.0 mils wet (375 microns):

@ 77°F/25°C

50% RH

To touch: 5 minutes

No traffic pickup after: 5 minutes

Drying time is temperature, humidity, and film thickness dependent.

**Shelf Life:** 12 months, unopened  
Store indoors at 40°F (4.5°C) to 100°F (38°C)

**Flash Point:** 1°F (-17°C), PMCC

**Reducer:** Not recommended

**Clean Up:** Acetone, R6K9

### RECOMMENDED USES

Developed for use over concrete, asphalt, brick, and other surfaced areas. Serves as a binder for glass beads to make reflective type markings. Do not use this coating over uncured asphalt surfaces such as commonly found on tennis courts, asphalt driveways, and some parking lots.

- Striping contractors
- Shopping centers
- Plant maintenance
- Curbs
- Municipalities
- Parking lots
- Airport runways

### PERFORMANCE CHARACTERISTICS

- Abrasion resistant
- Bleed resistant
- High visibility
- Glass beads can be added to make reflective markings
- High hiding
- Fast drying

Federal EPA has added acetone to the list of solvents exempt from the VOC definition. State or local laws may incorporate the federal definitions, or may use their own, and may take precedence over the federal rules. Acetone may or may not be an exempt solvent where state or local regulations are in effect. Consult with your local Sherwin-Williams representative for additional information.

## ATTACHMENT A



# Traffic & Zone Products

## SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626

WHITE

TM5627

LEAD FREE YELLOW

### PRODUCT INFORMATION

10.11

#### RECOMMENDED SYSTEMS

##### Cured Asphalt, Concrete, and Brick:

1 ct. SetFast Low VOC Acrylic Traffic Marking Paint  
@ 15.0 mils (375 microns) wet and 7.5 mils (188 microns) dft, approximately 320 lineal feet of standard 4" stripe per gallon

The systems listed above are representative of the product's use, other systems may be appropriate.

#### SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

##### Minimum recommended surface preparation:

Concrete:	Cured, clean, dry, sound
Asphalt:	Cured, clean, dry, sound
Brick:	Cured, clean, dry, sound

Surface Preparation Standards				
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 6	2
Commercial Blast	Sa 2	Sa 2	SP 7	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	CS 2	CS 2	SP 2	-
Rusted	CS 2	CS 2	SP 2	-
Pitted & Rusted	CS 2	CS 2	SP 2	-
Power Tool Cleaning	CS 3	CS 3	SP 3	-
Rusted	CS 3	CS 3	SP 3	-
Pitted & Rusted	CS 3	CS 3	SP 3	-

#### TINTING

May be tinted with up to 4 oz/gal of Blend-A-Color or Maxitoner Colorant. Only exterior grade colorants should be used. Handicap Blue may be obtained by tinting white with 2-3 oz of blue colorant per gallon. Not controlled for tinting strength.

#### APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 90°F (32°C) maximum  
(air, surface, and material)  
Relative humidity: At least 5°F (2.8°C) above dew point  
85% maximum

Refer to product Application Bulletin for detailed application information.

#### ORDERING INFORMATION

Packaging: 5 gallon (18.9L) containers

Weight:  
White: 11.64 ± 0.2 lbs/gal ; 1.40 Kg/L  
Lead-free Yellow: 11.48 ± 0.2 lbs/gal ; 1.37 Kg/L

#### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

#### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

# ATTACHMENT A



## Traffic & Zone Products

## SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626  
TM5627

WHITE  
LEAD FREE YELLOW

Revised 9/09

### APPLICATION BULLETIN

10.11

#### SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Surfaces should be clean, dry and free from loose or peeling paint. Do not apply when air or surface temperatures are below 40°F (4.5°C), or when the relative humidity exceeds 85%, or when the temperature falls below the dew point.

The presence of concrete sealers or efflorescence of new concrete may interfere with adhesion, and should be removed by extended weathering, etching, or abrasive blasting.

Most previously painted lines may be repainted without additional surface preparation, provided the old paint is tightly adhered to the surface. However, multiple layers of paint will eventually peel and will require removal.

New asphalt surfaces should ideally be allowed to age several months before striping. Solvent based paints may cause bleeding through the paint. Placing an inconspicuous test stripe to determine if the asphalt has aged sufficiently to use solvent paint is recommended. If it is necessary to paint a fresh asphalt surface, use a latex striping paint following the recommended procedures.

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	0	1	1	1
Near White Metal	1	2	2	2
Commercial Blast	2	3	3	3
Brush-Off Blast	3	4	4	4
Hand Tool Cleaning	4	5	5	5
Rusted	5	6	6	6
Pitted & Rusted	6	7	7	7
Rusted	7	8	8	8
Pitted & Rusted	8	9	9	9
Power Tool Cleaning	9	10	10	10

#### APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 90°F (32°C) maximum  
(air, surface, and material)  
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

#### APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer .....Not recommended

Clean Up: .....Acetone, R6K9

#### Airless Spray Line Striping Equipment

Pressure.....1500-2000 psi  
Hose.....3/8" ID  
Tip .....015" - .019"  
Filter.....60 mesh

#### Conventional Spray

Typical fluid tip size is about 0.1" orifice, with a matching fan cap designed for striping application. Working pressures will vary with ambient temperatures. The correct pressure is the lowest pot and atomizing pressure that produces a flat line of the correct thickness. Heated air atomized spray may also be used, allowing improved sprayability but not necessarily dry time. Quick drying application can be expected at ambient temperatures within recommended range.

#### Brush, small areas only

Brush.....Nylon/Polyester Natural Bristle

#### Roller, small areas only

Cover .....3/8" woven with solvent resistant core

NOTE: Fluid and atomization pressures are dependent on environmental conditions. Use the lowest pressures necessary to achieve a "flat line".

If the striping machine is also used for water based paint, care must be taken to avoid solvent contamination.

If specific application equipment is not listed above, equivalent equipment may be substituted.



## ATTACHMENT A



# Traffic & Zone Products

## SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626

WHITE

TM5627

LEAD FREE YELLOW

### APPLICATION BULLETIN

10.11

#### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

**Mixing Instructions:** Mix paint thoroughly to a uniform consistency with low speed power agitation prior to use.

Apply paint at the recommended film thickness and spreading rate as indicated below:

#### Recommended Spreading Rate per coat:

Approximately 320 lineal feet of standard 4" stripe per gallon

	Minimum	Maximum
Wet mils (microns)	15.0	375
Dry mils (microns)	7.5	188
Coverage sq ft/gal (m <sup>2</sup> /L)	110	2.7
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	752	18.4

NOTE: Brush or roll application for small areas only.

If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking.

#### Drying Schedule @ 15.0 mils wet (375 microns):

@ 77°F/25°C  
50% RH

To touch: 5 minutes

No traffic pickup after: 5 minutes

Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

#### CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Acetone, R6K9. Clean tools immediately after use with Acetone, R6K9. Follow manufacturer's safety recommendations when using any solvent.

#### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

#### PERFORMANCE TIPS

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Acetone, R6K9.

Asphalt surfaces generally require aging prior to painting.

If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking.

Check adhesion by applying a test strip to determine the readiness for painting.

The coating may be made into reflective paint by dropping on glass beads while the paint is still wet.

Painted surfaces can become slippery when wet. Zone Marking paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian traffic. For instance, painting an entire traffic stall is not recommended.

Do not paint on wet surfaces.

Do not paint when the relative humidity is above 85%.

Do not paint when the temperature is below 40°F (4.5°C).

Cool, damp conditions will prolong the drying time.

Refer to Product Information sheet for additional performance characteristics and properties.

#### SAFETY PRECAUTIONS

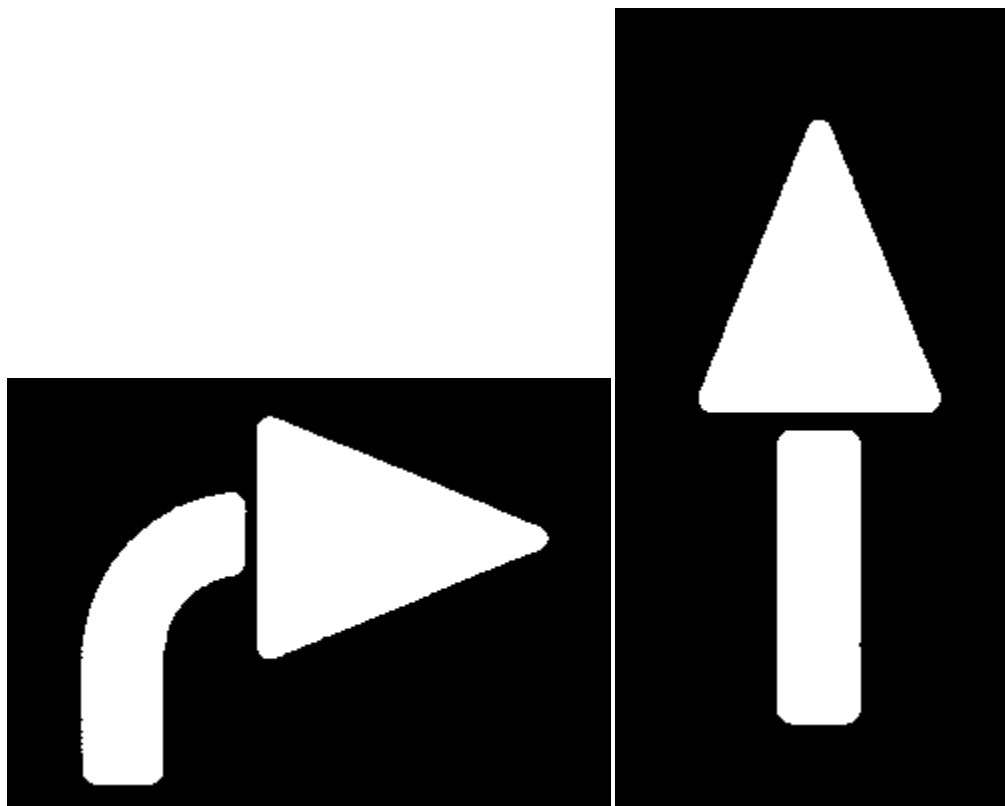
Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

#### WARRANTY

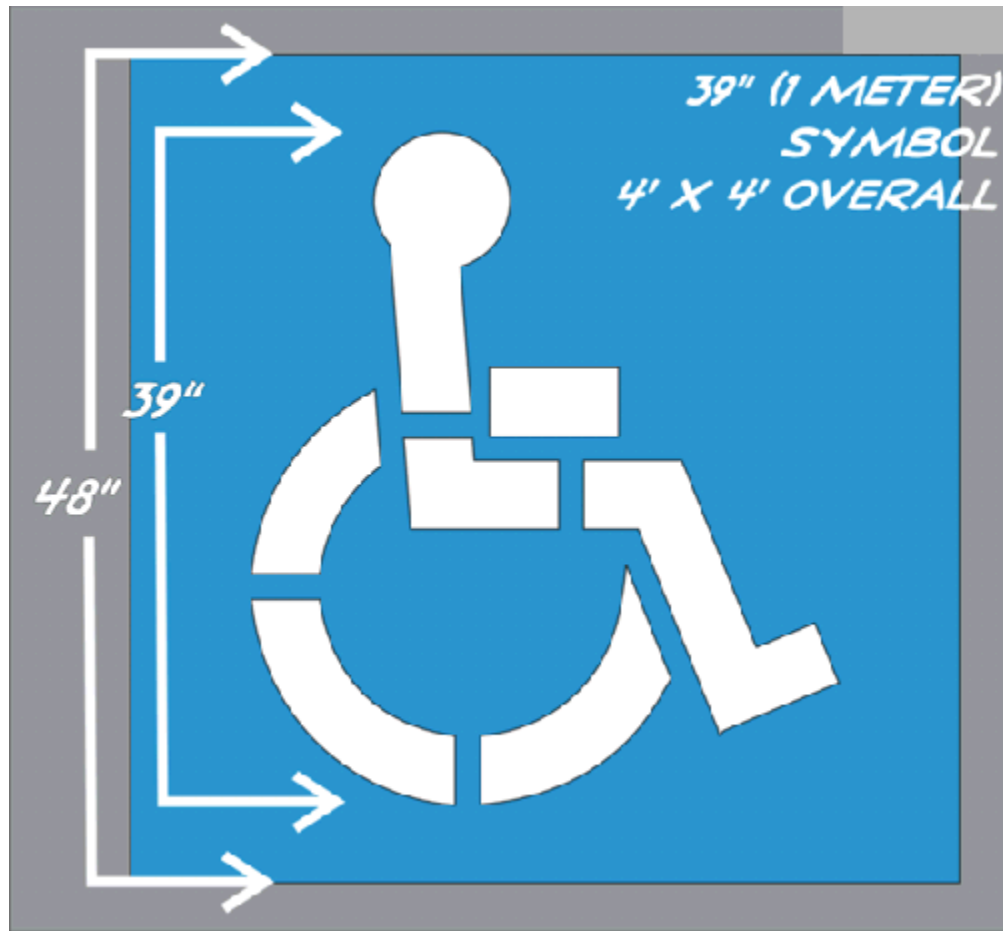
The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED. STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Directional Arrows



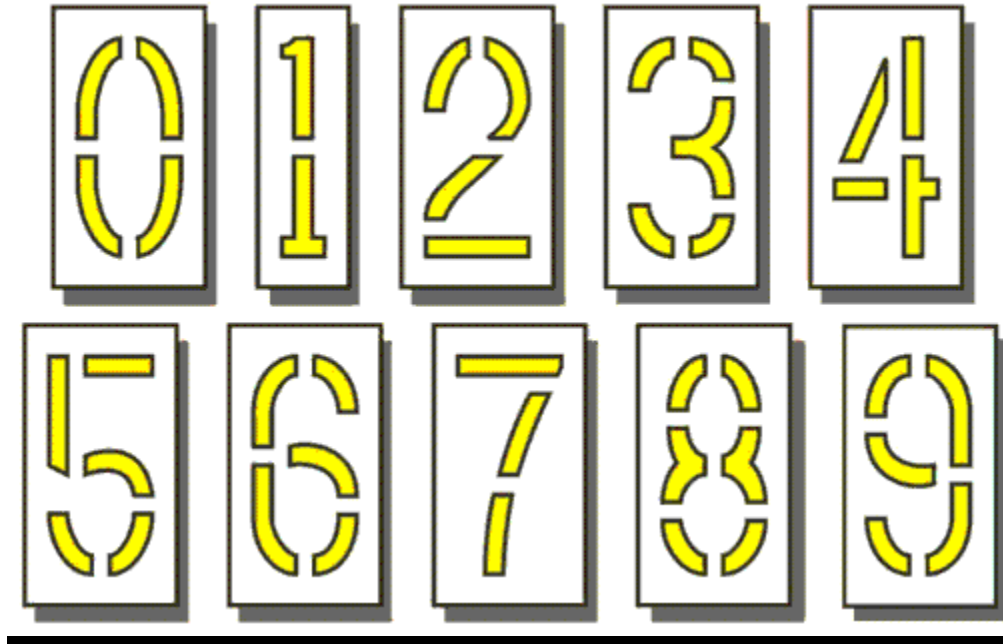
Head is 42" tall, 36" wide. Straight tail is 42" x 12", curved tail is 42"x24"

## Handicap Stencil



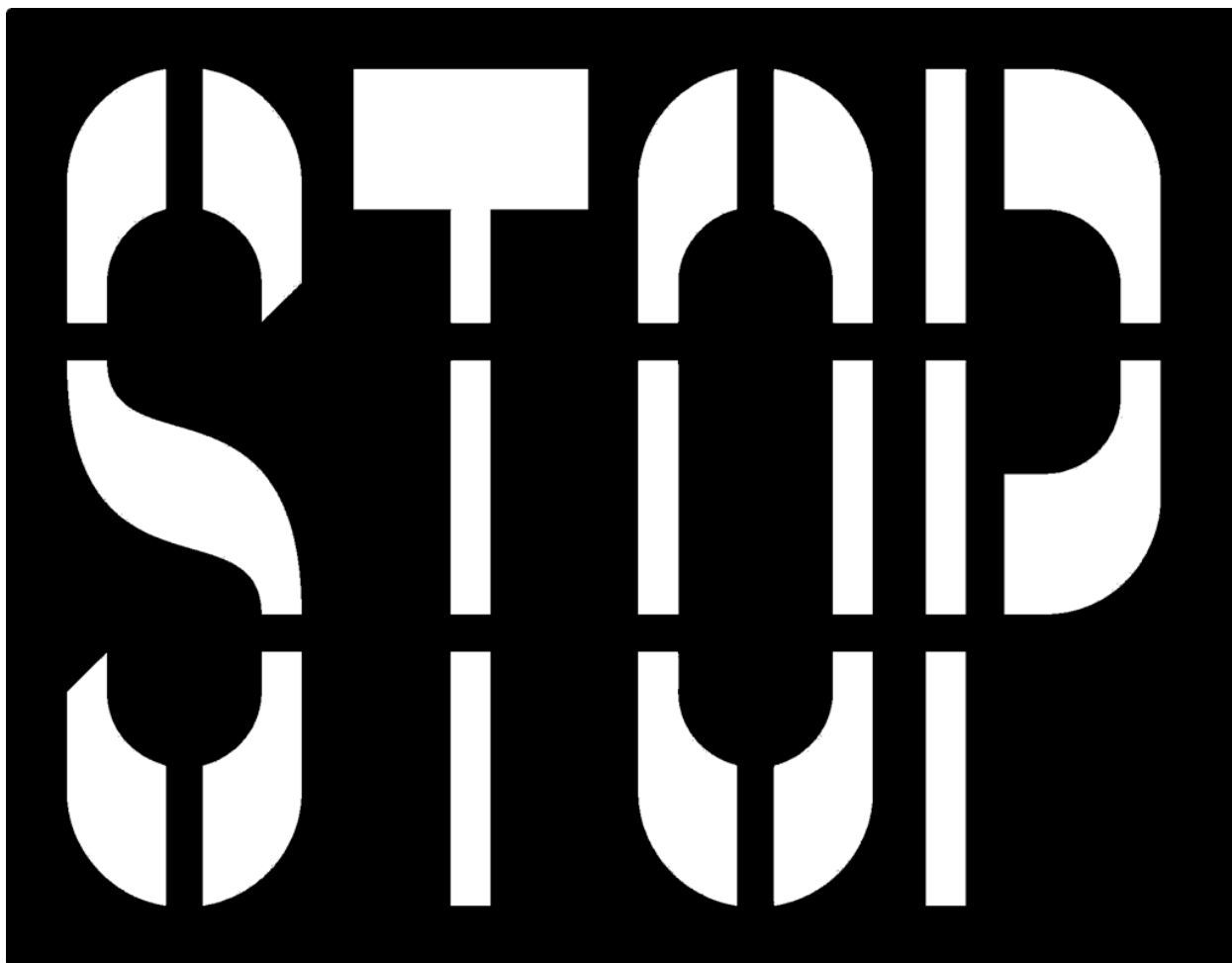
**Markings include blue background with white stencil as shown.**

# **Number Stencils**

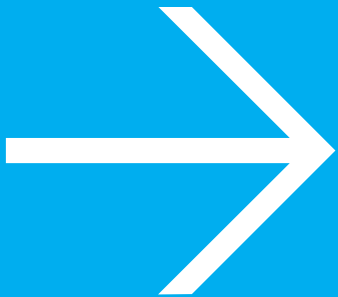


**18" high, 9" wide.**

## **Stop Stencil**



**Letters are 96" high, 16" wide, 4 inch horizontal stroke, 8" vertical stroke.**



I-35  
FREEWAY  
MAKE OVER

Client  
Architects  
Wayfinding and Graphic Design

City of Austin  
Cotera+Reed  
FÖDA Studio

CONSTRUCTION  
DEVELOPMENT

01 Signage Plan  
06 Surface Treatment

01.18.2010  
01.29.2010 Addendum 1  
11.03.2010 Addendum 2  
11.29.2010 Architectural  
Supplemental  
Information



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# I-35 FREEWAY MAKE OVER

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## ATTACHMENT C

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City of Austin / Cotera+Reed  
Construction Documentation

1

# SIGNAGE PLAN

→

<p>GENERAL NOTE</p> <p>Existing signs that are damaged or have lost visibility over time due to weather and wear shall be cleaned, replaced, or redesigned as indicated in the following drawings. Recommended standards for traffic signage based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT review of Clearview standards will be used.</p>	<p>AUTHORITY</p> <p>City of Austin and/or TxDOT to verify and approve all signage locations based on ruling body and authority at given locations on site. These are recommendations only, additional signage may be required.</p> <p>In areas where multiple sign clusters appear, combining signage into single units is necessary to avoid confusion and improve legibility.</p>
--	---

# I-35 FREEWAY MAKE OVER

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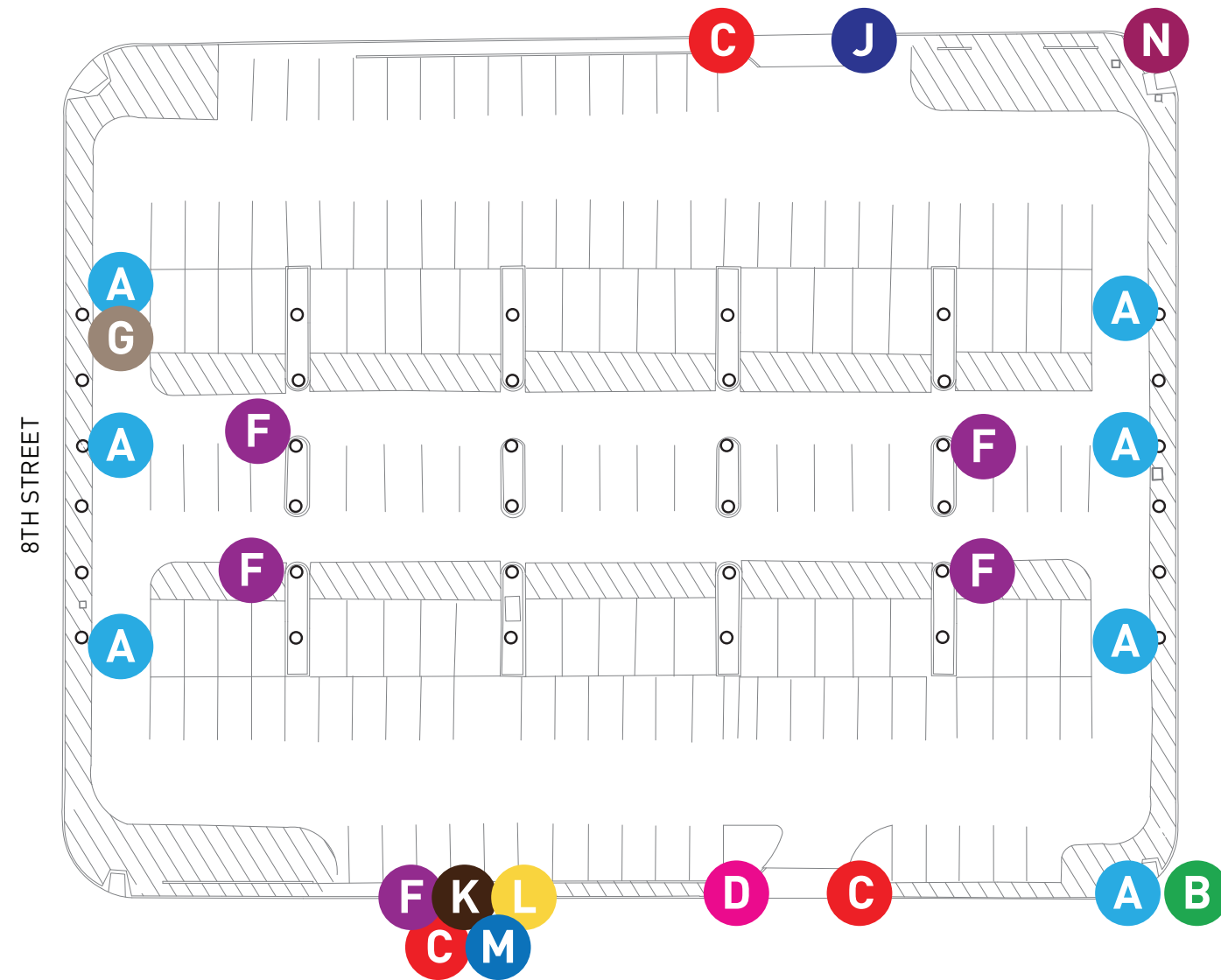
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Construction Documentation

## SIGNAGE PLAN

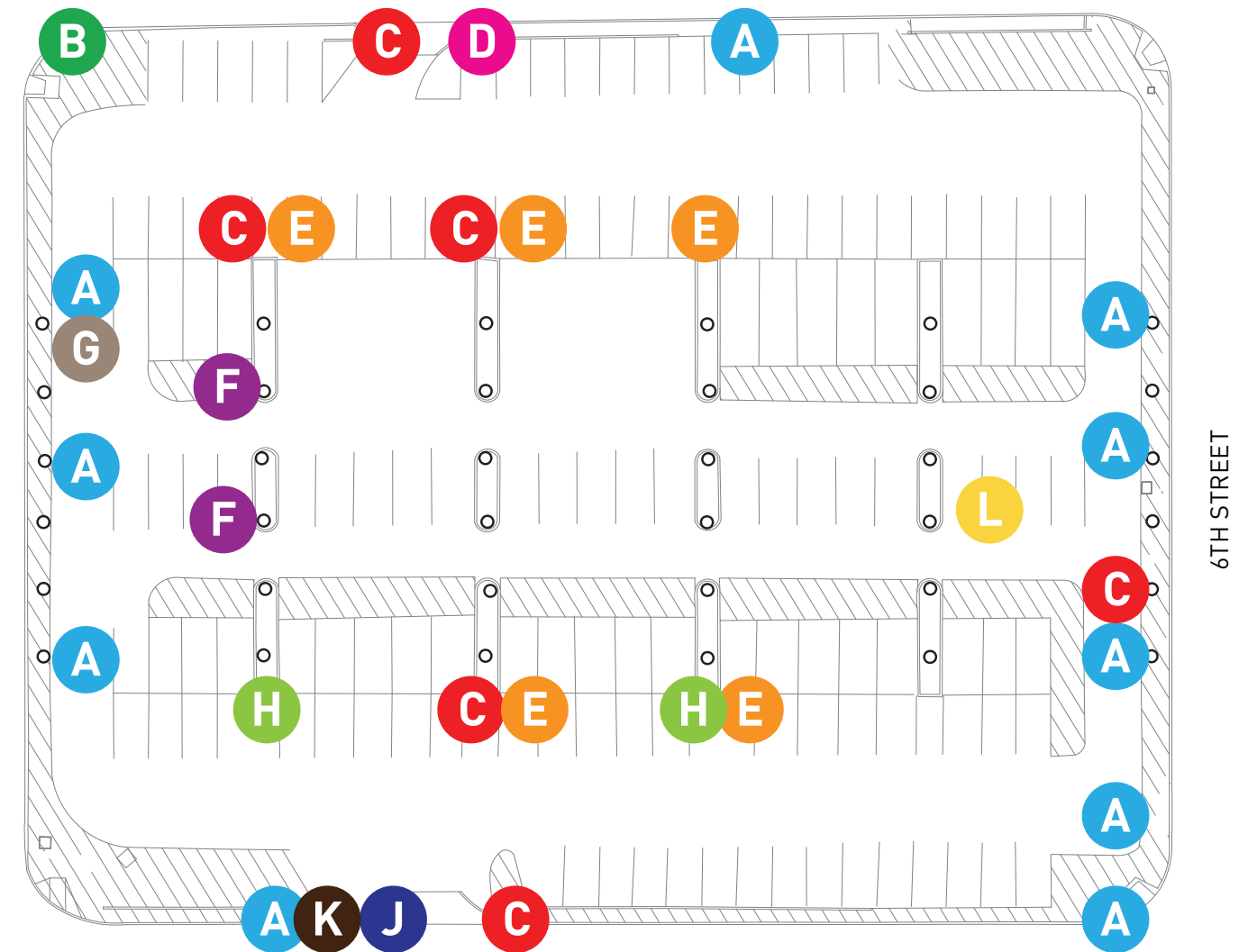
2



EXISTING SIGNAGE

FIGURE 1 »

7TH STREET



- |   |                            |   |                                |
|---|----------------------------|---|--------------------------------|
| A | No Stopping   No Standing  | H | No Alcohol                     |
| B | One Way                    | J | Exit Only                      |
| C | No Parking Between 3am-5am | K | Left Lane Must Turn Left       |
| D | Entrance Only              | L | No Parking in Driveways        |
| E | Do Not Block Intersection  | M | Cross Street Only at Crosswalk |
| F | Do No Block Aisle          | N | No Left Turn                   |
| G | Crosswalk                  |   |                                |

# I-35 FREEWAY MAKE OVER

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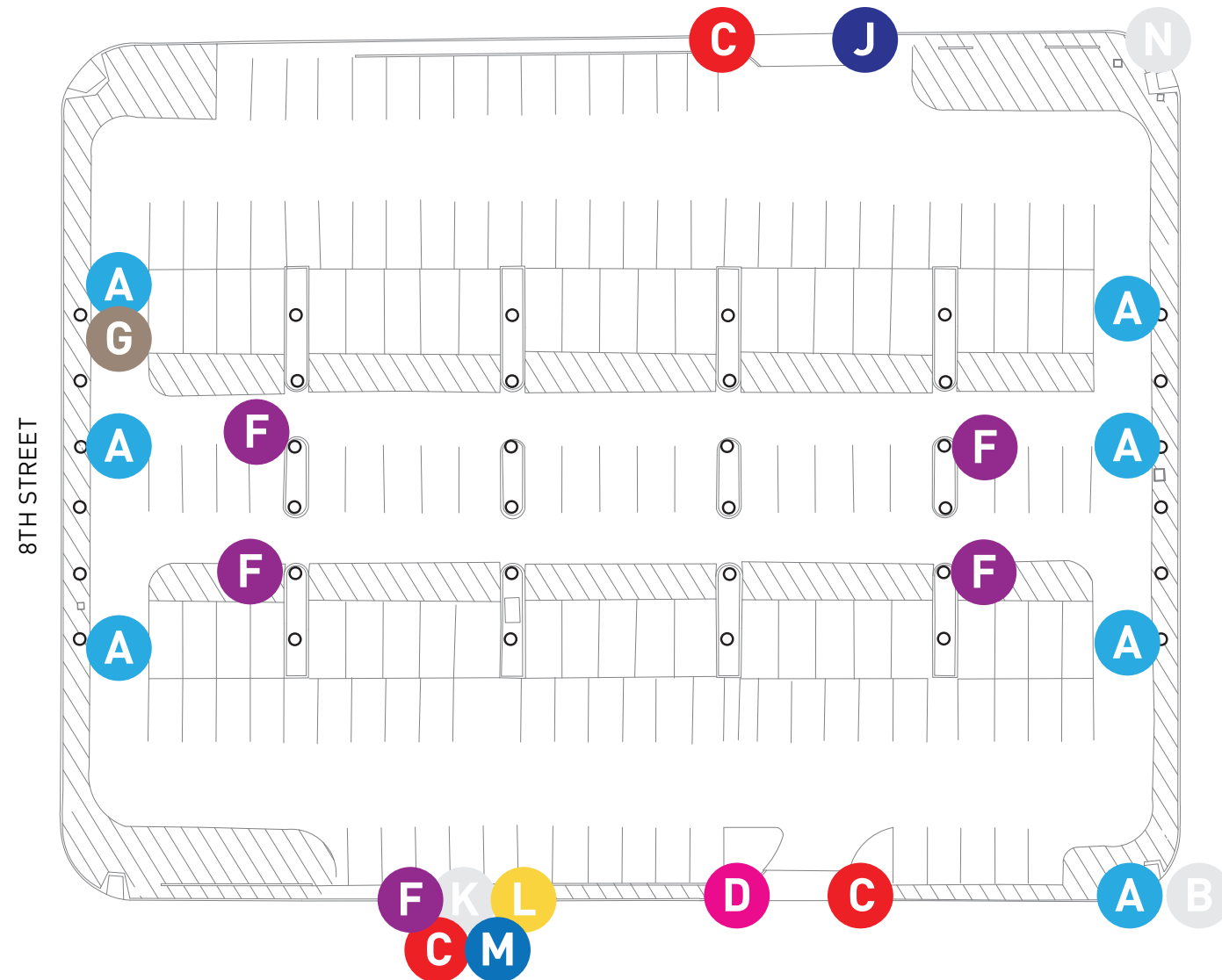
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## SIGNAGE PLAN

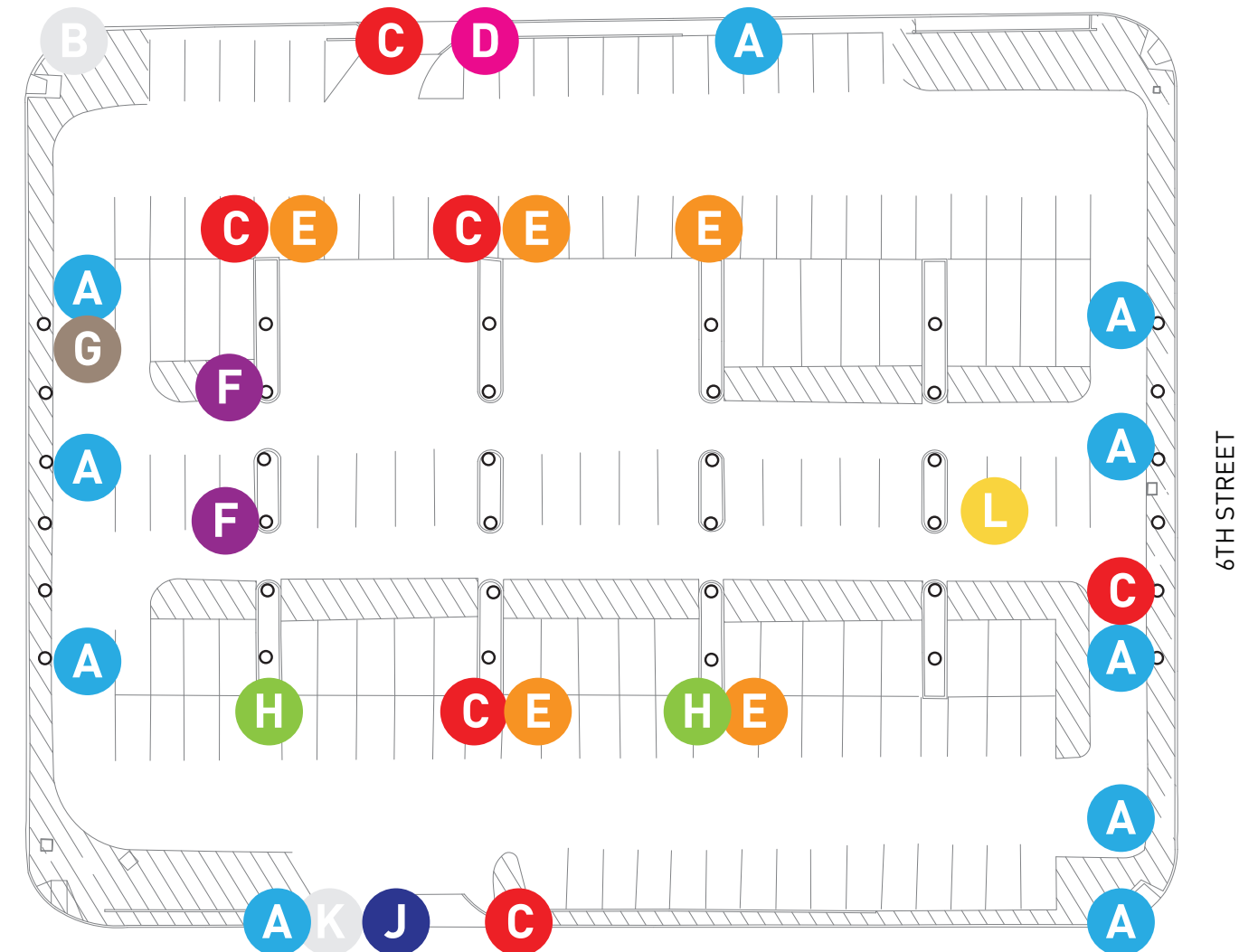
3



### SIGNAGE TO BE REMOVED

FIGURE 2 »  
ALL designated signs (shown here in color) shall be removed and recycled. Substrates that are undamaged, without dents or other visible imperfections shall be stored and re-used at the cities discretion.

7TH STREET



6TH STREET

- |   |                            |   |                                |
|---|----------------------------|---|--------------------------------|
| A | No Stopping   No Standing  | H | No Alcohol                     |
| C | No Parking Between 3am-5am | J | Exit Only                      |
| D | Entrance Only              | L | No Parking in Driveways        |
| E | Do Not Block Intersection  | M | Cross Street Only at Crosswalk |
| F | Do No Block Aisle          |   |                                |
| G | Crosswalk                  |   |                                |

# I-35 FREEWAY MAKE OVER

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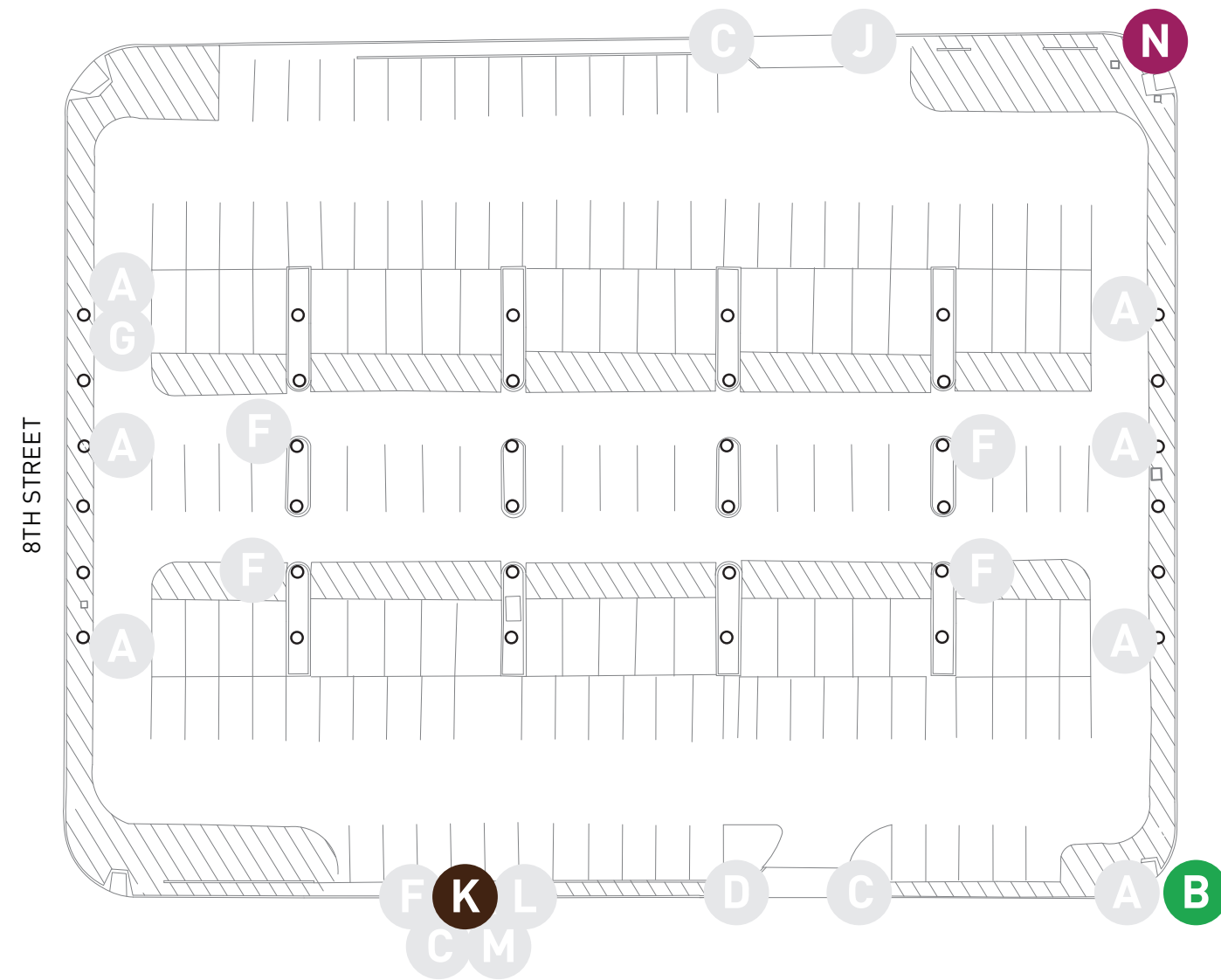
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## SIGNAGE PLAN

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### SIGNAGE TO BE REFURBISHED

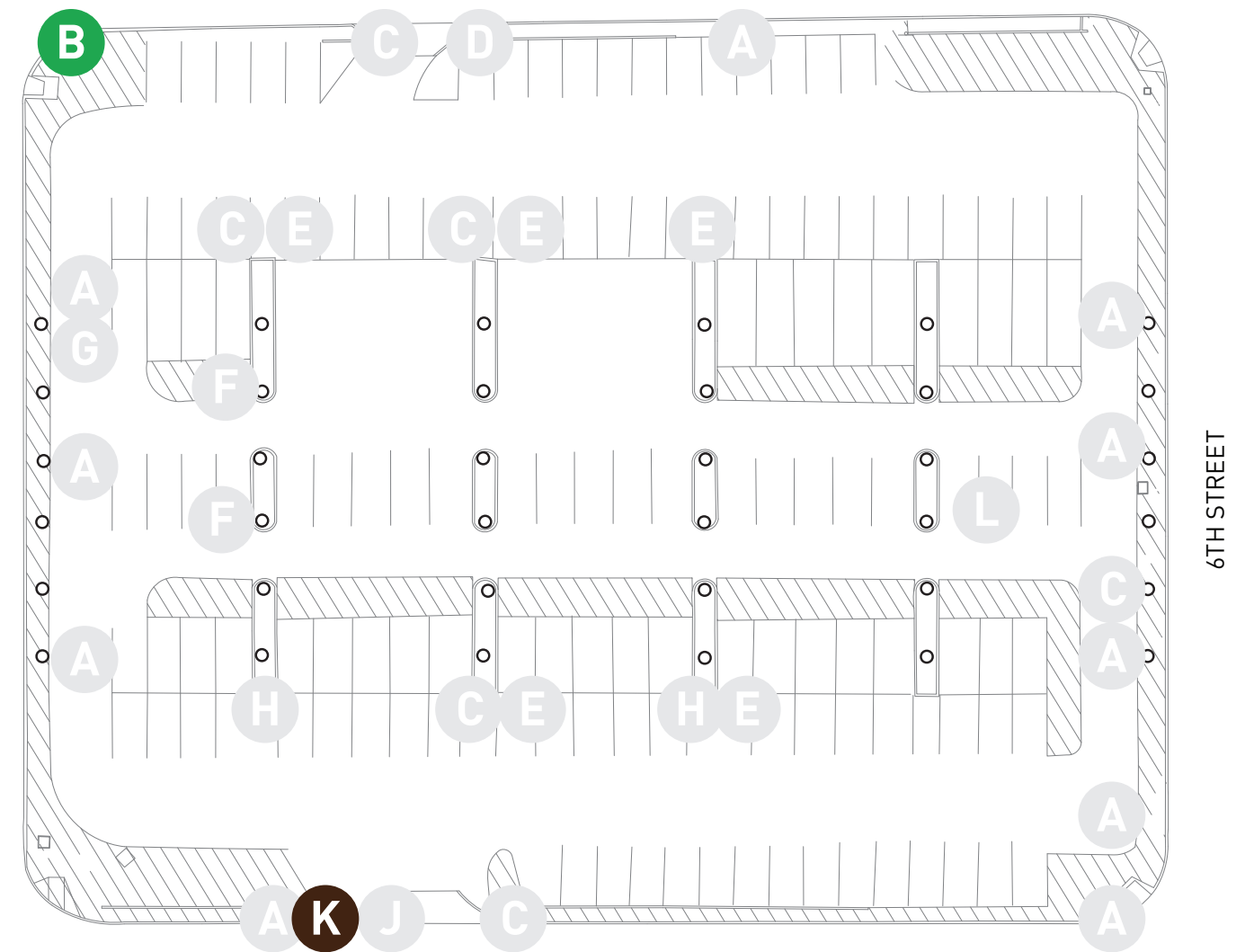
Any movement, relocation, or replacement of this signage should be in accordance with standards based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT or the City of Austin's standards and regulations.

### FIGURE 3 »

ALL designated signs (shown here in color) shall remain during the construction phase but shall be moved to temporary locations based on the needs of the construction team. All legally required traffic signs to remain. All safety precautions shall be taken by the construction team.

Following completion of ground surface work, these signs shall be replaced by new signs.

7TH STREET



- B One Way
- K Left Lane Must Turn Left
- N No Left Turn

# I-35 FREEWAY MAKE OVER

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## ATTACHMENT C

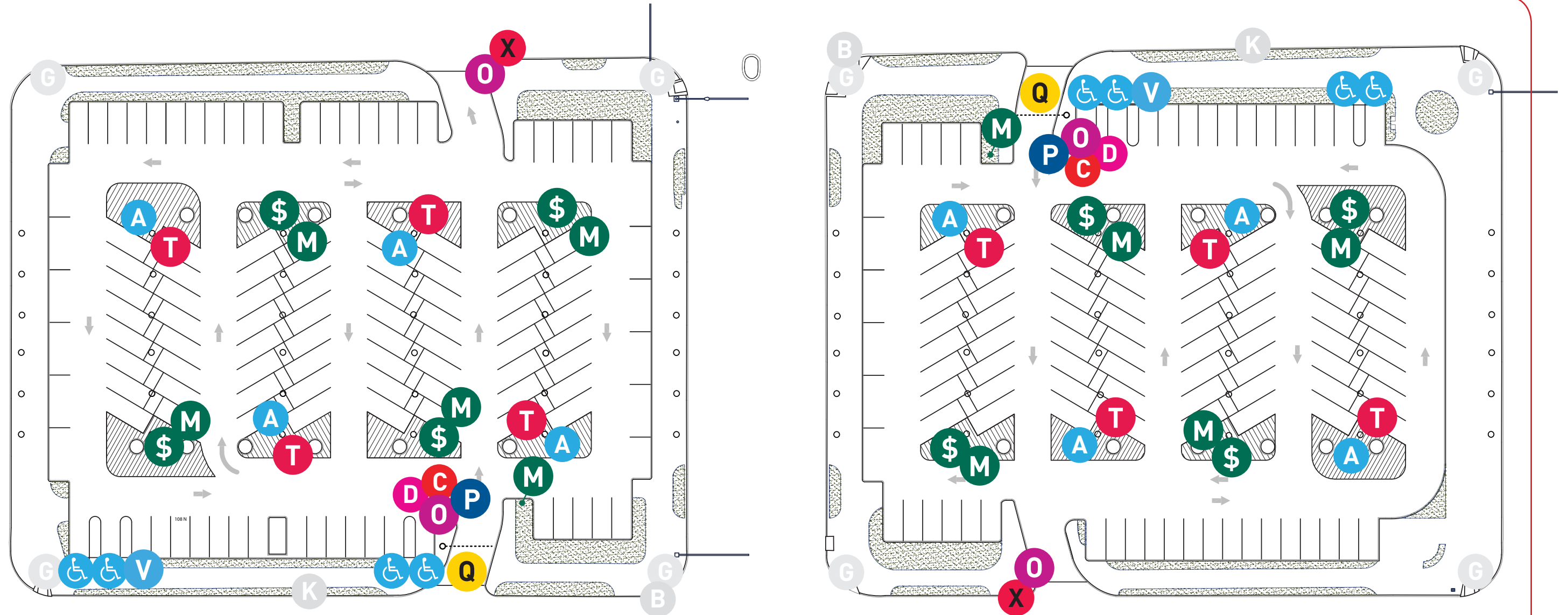
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SIGNAGE PLAN

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### PROPOSED SIGN LOCATIONS

Any movement, relocation, or replacement of this signage should be in accordance with standards based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT or the City of Austin's standards and regulations.

FIGURE 4 »  
New sign locations (shown here in color) with new typography specifications per FÖDA Studio.

For sign dimensions, refer to the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007.

### MATERIALS »

All signs to be of galvanized sheet metal with painted surfaces and reflective tape or paint where required. Signs shall have a weathering life span of no less than 10 years, and shall be in accordance with State and Federal Laws and guidelines.

- A No Stopping/No Standing
- C No Parking Between...
- D Entrance Only
- M Pay Meter
- O No Right Turn
- P Parking
- Q Clearance
- T Tow
- V Van Accessible
- X Do Not Enter
- \$ Pay Here (not in contract)
- ♿ Accessible

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I-35  
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SURFACE  
TREATMENT



# I-35 FREEWAY MAKE OVER

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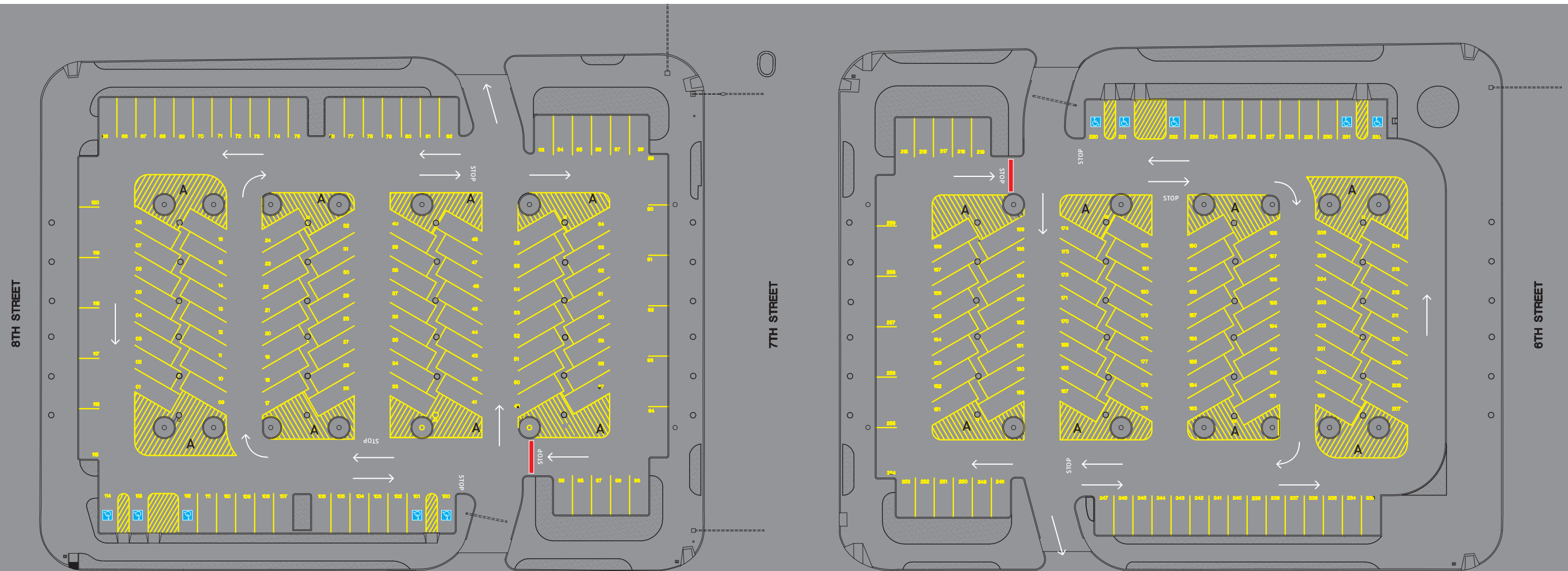
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SURFACE TREATMENT

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### PROPOSED GROUND TREATMENT

Length and width of directional arrows should be in accordance with standards based on the [Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007](#), as well as [TxDOT](#) or the City of Austin's standards and regulations.

Typeface and size of stall numbers and STOP commands to be determined.

FIGURE 5 »

Circulation striping patterns (shown here in white) with designated speed bumps (shown here in red) and STOP commands on road surface.

A Please refer to page 8 (Figure 6) for "No Parking" area example diagram.

# I-35 FREEWAY MAKE OVER

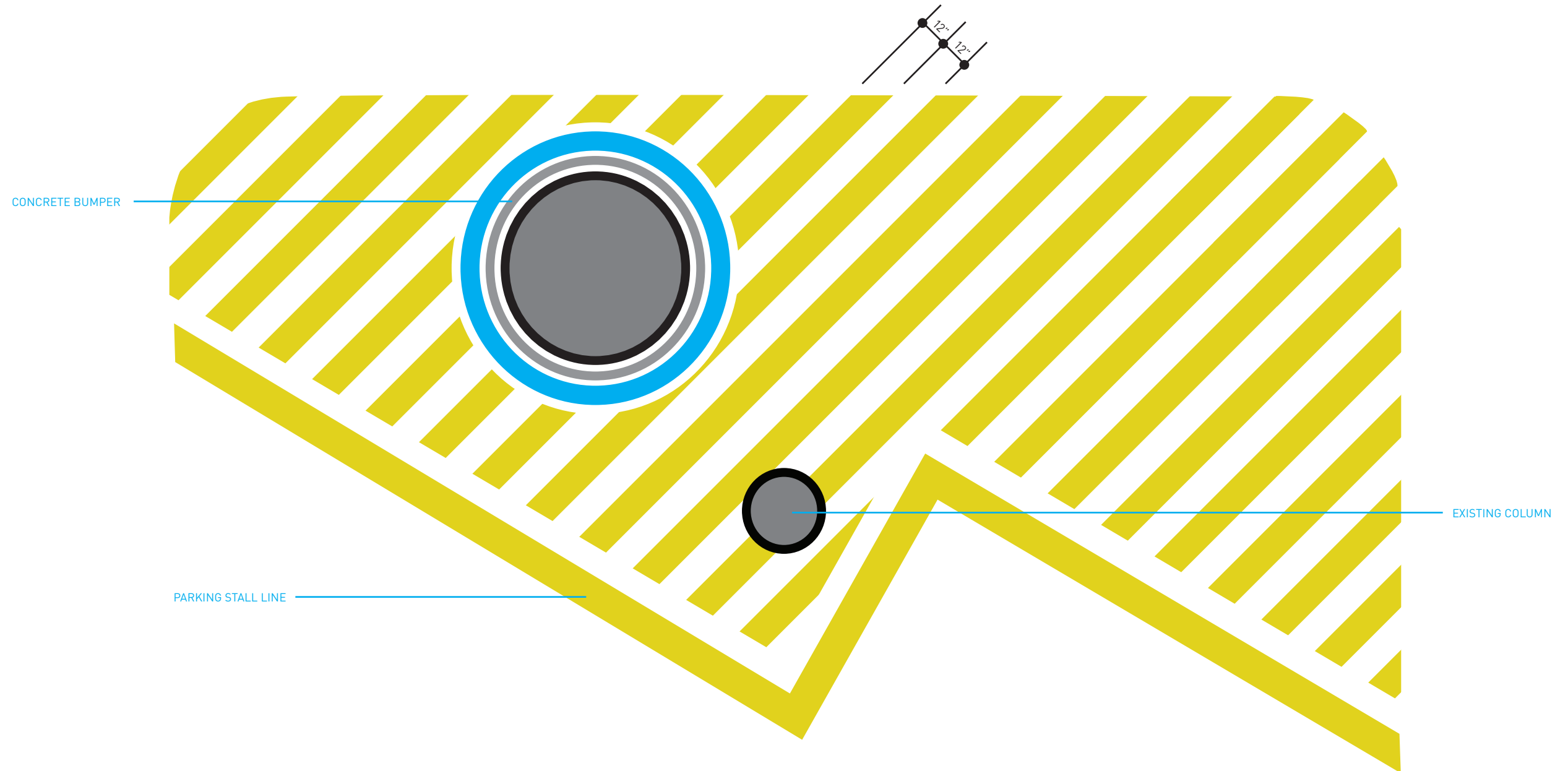
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### PROPOSED GROUND TREATMENT

Length and width of striping should be in accordance with standards based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT or the City of Austin's standards and regulations.

FIGURE 6 »  
Example diagram of "No Parking" striping patterns (shown here in yellow) with structural support outline ring (shown here in blue). Contractor to verify blue ring diameter in the field.

# I-35 FREEWAY MAKE OVER

11.10.2010

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## PROPOSED SIGNAGE



FIGURE 3 »  
West (top) elevations of the site.

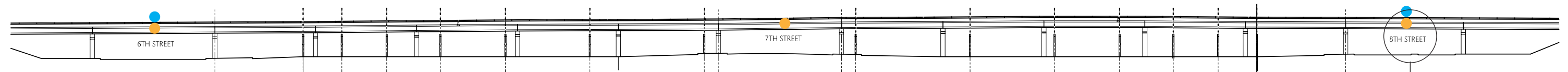
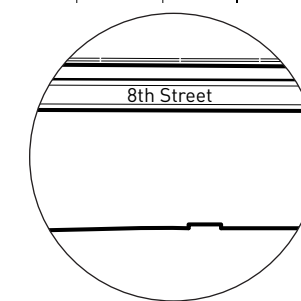


FIGURE 4 »  
East (bottom) elevations of the site.

- street name signage
- height signage
- directional signage



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### OVERPASS SIGNAGE

Signage attached to the overpass (lane directionals and structural height) shall be removed and replaced with new signage in the same locations.

“ONE WAY” signs on the other side of the access road from the parking lot should be placed at locations visible to drivers exiting the site and within the standards of TxDOT and the approval of highway signage engineers and the ruling body.

### STREET NAME TYPOGRAPHY

~~Internally illuminated LED~~ Street name signs shall be added to the overpasses, one each at 6th, 7th, and 8th street intersections. Sign vendor to submit construction drawings for approval and ~~powering methods~~ in accordance with City of Austin Green Energy Codes.

FIGURE 7 »  
~~Internally illuminated LED~~ Street sign. Sign measurements: 8' x 2' x 5" sign with 1' tall letters. Sign vendor to provide shop drawings and material recommendation. Bracketing or attachment by vendor with concealed connections.



FIGURE 8 »  
Existing direction and instructional signage attached to interstate is extremely weathered and requires replacement.

# I-35 FREEWAY MAKE OVER

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Construction Documentation

10.18.2010

COTERA+REED ARCHITECTS  
i35 MAKEOVER PROJECT

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### CLEARANCE SIGNAGE

Clearance heights to be field measured by contractor once stitches are installed.  
Measurements to be provided to FÖDA Studio for layout of typography.  
Sign design per FÖDA Studio.

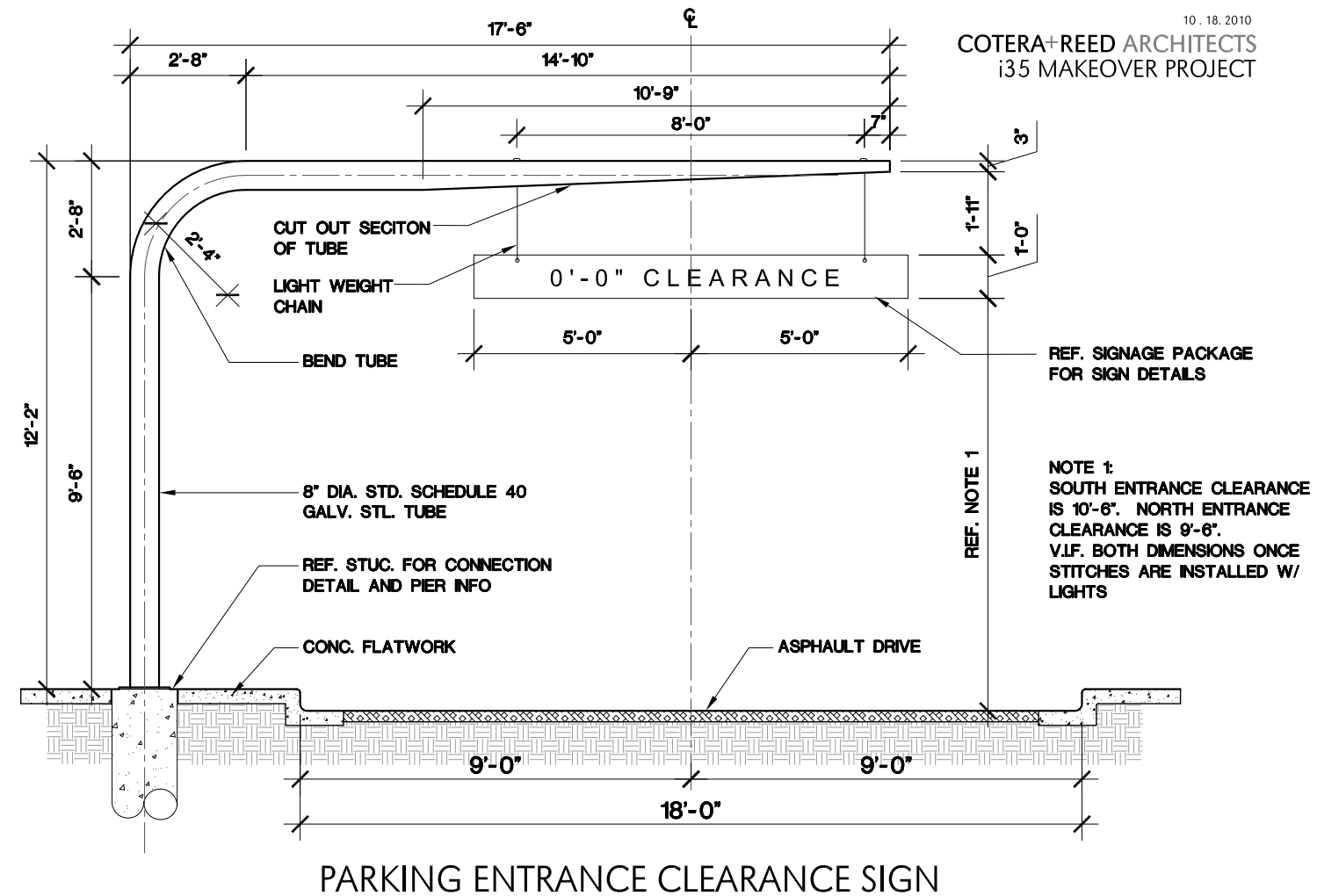


FIGURE 1 »  
Architectural and Structural components  
as designed by Architect.

**FABRICATION »**  
For sign dimensions, refer to the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007.

**MATERIALS »**  
All signs to be of galvanized sheet metal with painted surfaces and reflective tape or paint where required. Signs shall have a weathering life span of no less than 10 years, and shall be in accordance with State and Federal Laws and guidelines.

# I-35 FREEWAY MAKE OVER

01.18.2010

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# SIGN LAYOUT & SPECIFICATION

→

GENERAL NOTE »

Standardized signs, those on the street or in the feeder right of way, those intended to be cleaned, refurbished, or replaced with new are not shown in the sign design package. These signs and their design, movement, relocation, placement or replacement shall be in accordance with standards based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT or the City of Austin's standards and regulations.

GENERAL NOTE 2 »

Freeway Overpass signs (Clearance and Street designations) are not shown in this package and will follow. Final vector art shall be provided to the client for actual sign fabrication in separate files.

MATERIALS »

All signs to be of galvanized sheet metal with painted surfaces and reflective tape or paint where required, standard municipal fabrication methods are required. Signs shall have a weathering life span of no less than 10 years, and shall be in accordance with State and Federal Laws and guidelines.

GENERAL NOTE 3 »

Drawings are not to scale. Contractor to work from stipulated dimensions, verify against working drawings, supply shop drawings and or proofs and verify all dimensions in the field.

# I-35 FREEWAY MAKE OVER

11.10.2010

## ATTACHMENT C

FÖDA Studio  
1100 W 6<sup>TH</sup> Street, Suite B  
Austin, Texas 78703

City of Austin / Cotera+Reed  
Construction Documentation

D

ENTRANCE ONLY.  
Sign to be attached to the reverse of sign (Q),  
and produced on the same substrate.  
Finished dimension 10' x 12".  
See architects drawings for designation of  
location and method of attachment.

Q

CLEARANCE \_\_\_\_  
Sign to be attached to the reverse of sign (D),  
and produced on the same substrate.  
Finished dimension 10' x 12".  
See architects drawings for designation of location  
and method of attachment. Contractor to verify  
actual clearance dimension in the field and supply  
data to FÖDA Studio to set final typography.



NOTE »  
Clearance height to be measured and verified prior to  
sign fabrication. Please provide site measurements to  
FÖDA Studio before fabrication of this sign.

### NEW SIGNS

NOTE »  
New sign locations with new typographic specifications  
per FÖDA Studio in accordance with the Federal and  
State Transition to ClearviewHwy Typeface. Some  
dimensions and/or figure-ground reading of signs may  
have minor exceptions to standards in order to suit the  
site specific and unique conditions of the I-35 makeover.  
These variations do not occur in motor ways, and per  
"Table 2B-1. Regulatory Sign Sizes" are not governed as  
such.

MATERIALS »  
All signs to be of galvanized sheet metal with  
painted surfaces and reflective tape or paint where  
required, standard municipal fabrication methods  
are required. Signs shall have a weathering life span  
of no less than 10 years, and shall be in accordance  
with State and Federal Laws and guidelines.

GENERAL NOTE »  
All corners to have a radius matching the sign  
proportions to remove corner points.

GENERAL NOTE »  
Drawings are not to scale. Contractor to work  
from stipulated dimensions, verify against work-  
ing drawings, supply shop drawings and or proofs  
and verify all dimensions in the field.

- A No Stopping/No Standing
- C No Parking Between...
- D Entrance Only
- M Pay Meter
- O No Right Turn
- P Parking
- Q Clearance
- T Tow
- V Van Accessible
- X Do Not Enter
- S Pay Here (not in contract)
- W Accessible

Any movement, relocation, placement or  
replacement of these signs shall be in accordance  
with standards based on the Federal Highway  
Administration's Manual on Uniform Traffic Control  
Devices for Streets and Highways, 2003 edition,  
updated December 2007, as well as TxDOT or the  
City of Austin's standards and regulations.

ASI  
11.29.2010  
NEW PAGE



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P

PARKING  
Finished Dimension, 18"x ±34.5"

NOTE: Clustered signs to be affixed to one continuous substrate, with welded and concealed connections. Overall dimension minimum 18"x 51"



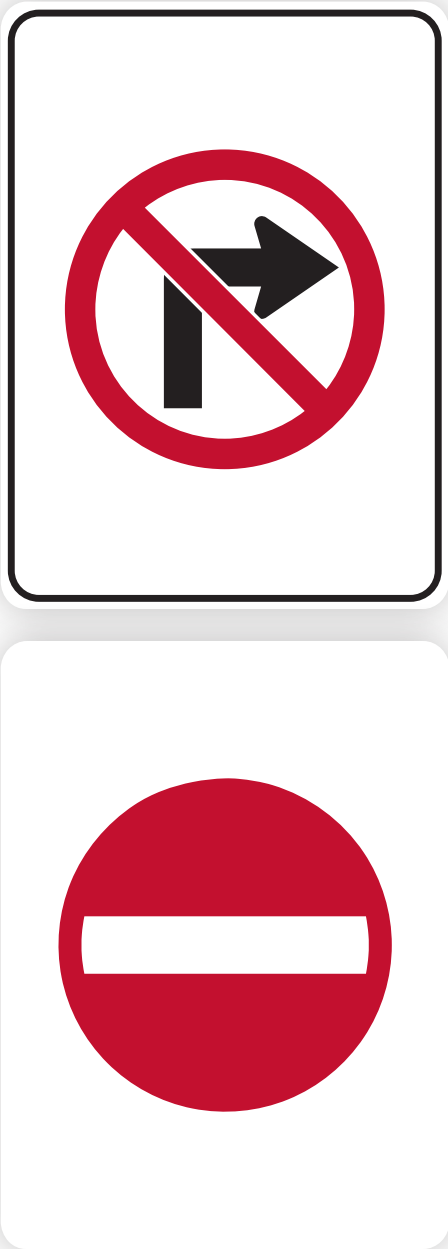
FRONT, FACING DRIVER AT ENTRY »  
All one substrate

C

NO PARKING  
Finished Dimension, 18"x ±8.25"

O

NO RIGHT TURN SYMBOL  
Finished Dimension, 18"x ±8.25"

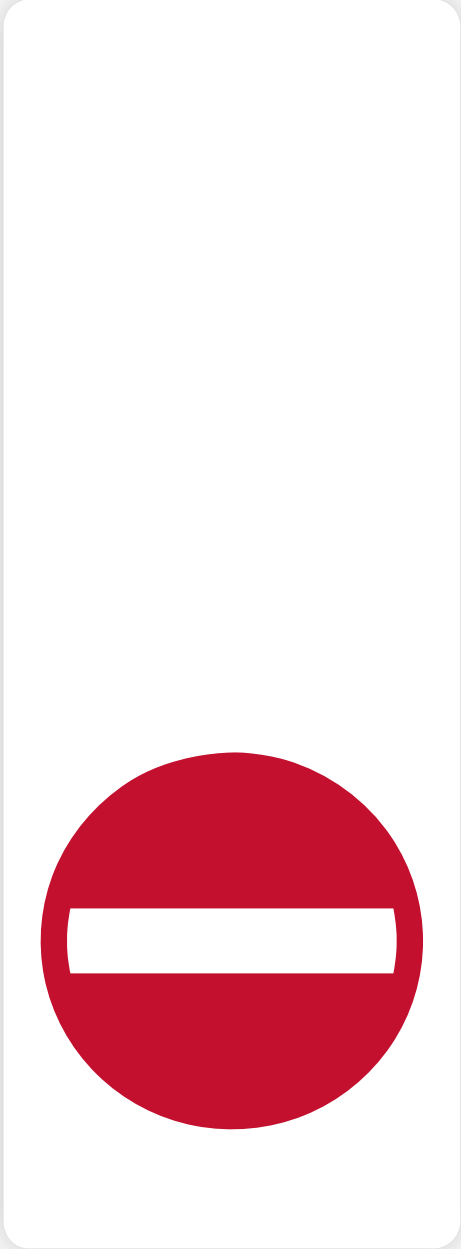


O

«NO RIGHT TURN SYMBOL  
Finished Dimension, 18"x 24 3/8"

X

«BACK OF CLUSTER, AT EXIT  
Finished Dimension, 18"x 24 3/8"



X

DO NOT ENTER  
Standard Symbol on larger substrate at ENTRY.  
Finished Dimension 18"x 53"

### NEW SIGNS

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MATERIALS »  
All signs to be of galvanized sheet metal with painted surfaces and reflective tape or paint where required, standard municipal fabrication methods are required. Signs shall have a weathering life span of no less than 10 years, and shall be in accordance with State and Federal Laws and guidelines.

GENERAL NOTE »  
All corners to have a radius matching the sign proportions to remove corner points.

GENERAL NOTE »  
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- \$ Pay Here (not in contract)
- ♿ Accessible

Any movement, relocation, placement or replacement of these signs shall be in accordance with standards based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 edition, updated December 2007, as well as TxDOT or the City of Austin's standards and regulations.

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Construction Documentation

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Pay Here  
Furnished and provided by City Of Austin, not in contract.



Pay Meter Warning Sign  
Finished dimension 18"x24".  
Attached to Pay Here sign post, in conjunction with the city provided "Pay Here" sign for meters.



NO PARKING, NO STOPPING, NO STANDING, TOW  
Finished dimension 30"x12".  
Curve, kerf and affix to freeway concrete columns at designated locations per sign plan Page 5 of this document. No straps or bolts shall be visible. If hidden connections are not feasible, vendor may affix with epoxy, resin, 3M dual adhesive or other product which must carry a warranty and be approved by both architect and FÖDA Studio.



VAN ACCESSIBLE  
Freestanding signs at marked locations on plan. Finished dimension, 8"x11", mounting height as per city guidelines on standard sign mounting poles and substrate.



ACCESSIBLE  
Freestanding signs at marked locations on plan. Finished dimension, 8"x8", mounting height as per city guidelines on standard sign mounting poles and substrate.

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ASI  
11.29.2010  
NEW PAGE

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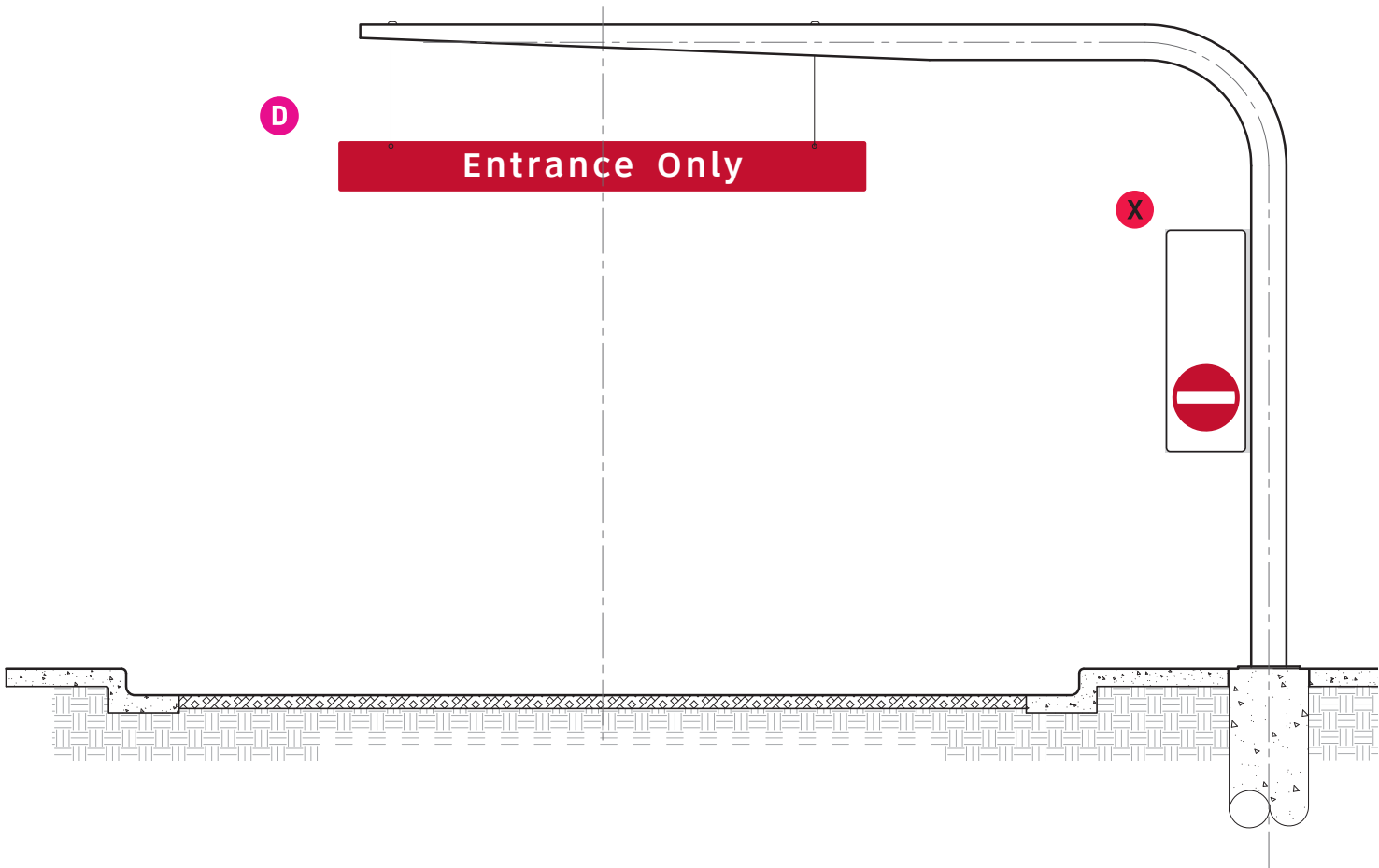
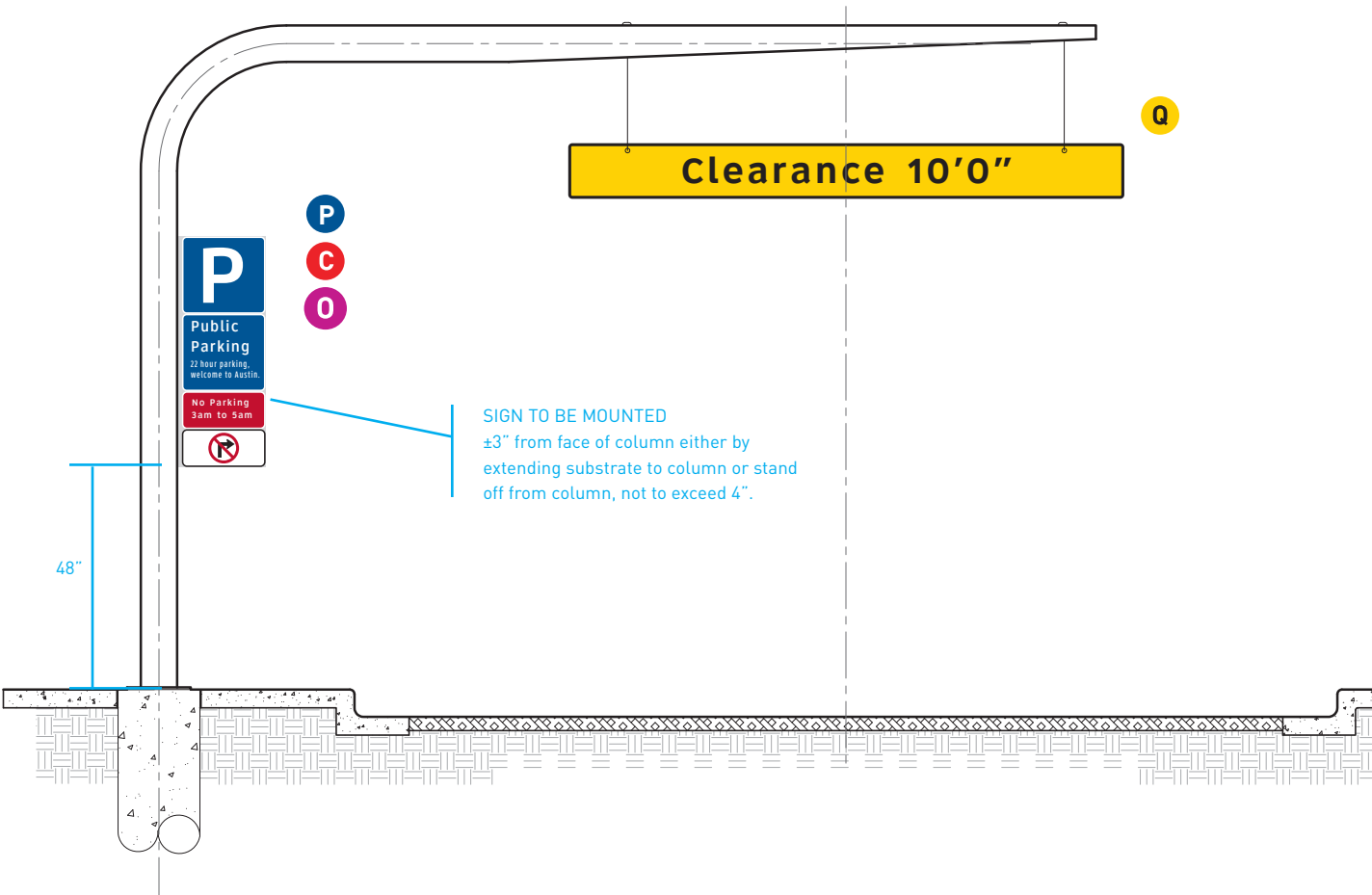
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Construction Documentation

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### NEW SIGNS



SIGNS AT ENTRY, FROM STREET  
(P), (C), (O) grouped together here on single substrate.  
Contractor to provide shop drawings and method of connection to upright column on clearance sign. Recommended connection: through-bolt or weld to surface with no visible connections to sign substrate. No straps around column or bolt heads shall be visible in the face of the sign



SIGNS AT ENTRY, FROM PARKING LOT  
(D), (X)  
See construction notes Pages 13 and 12.

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ASI  
11.29.2010  
NEW PAGE



TO: Veronica Lara, Director  
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Buyer II  
Purchasing Office

DATE: January 10, 2013

SUBJECT: Approval to use Zero Goals for Solicitation No. IFB EAD0216  
Project Name: Parking Lot Striping  
Commodity Code(s): 8018333  
Estimated Value: \$15,000 for year one

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reason:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

b. Subgoals: \_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic

\_\_\_\_\_ % Native/Asian American \_\_\_\_\_ % WBE

This determination is based on the following reasons:

*There are no subcontracting opportunities. This is a sole source item. Currently no certified minority firms under the specified commodity code. (8018333)*

  
Veronica Lara, Director

Date: 1/18/13