



Amendment No. 4
Of
Contract No. NA130000015
For
Vegetation Control of Creek Buffer Ponds
Between
ADK Environmental Inc.
And
City of Austin

- 1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

"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)."

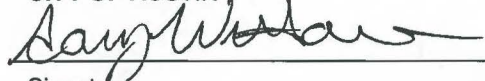
- 2.0 Effective August 28, 2018, the term for the hold over will be October 15, 2018 to February 12, 2019.
- 3.0 The City hereby amends the above referenced contract to increase authorization by \$59,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/15/2012 – 10/14/2015	\$162,000.00	\$162,000.00
Amendment No. 1: Option 1 10/15/2015 – 10/14/2016	\$54,000.00	\$216,000.00
Amendment No. 2: Option 2 10/15/2016 – 10/14/2017	\$54,000.00	\$270,000.00
Amendment No. 3: Option 3 10/15/2017 – 10/14/2018	\$54,000.00	\$324,000.00
Amendment No. 4: 120 Day Hold Over 10/15/2018 – 2/12/2019	\$59,000.00	\$383,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 All other terms and conditions remain the same.

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

CITY OF AUSTIN


Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

8/28/18

Date



Amendment No. 3
to
Contract No. NA13000015
for
Vegetation Control of Creek Buffer Ponds
between
ADK Environmental Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 15, 2017 to October 14, 2018. **No remaining options.**
- 2.0 The total contract amount is increased by \$54,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/15/12 – 10/14/15	\$ 162,000.00	\$ 162,000.00
Amendment No. 1: Option 1 10/15/15 – 10/14/16	\$54,000.00	\$216,000.00
Amendment No. 2: Option 2 10/15/16 – 10/14/17	\$54,000.00	\$270,000.00
Amendment No. 3: Option 3 10/15/17 – 10/14/18	\$54,000.00	\$324,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (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.

Signature & Date:

Sharon Rootner
10/10/17

Printed Name:
Authorized Representative

ADK Environmental Inc
16434 FM 630
Odem, Texas 78370

Signature & Date:

Linell Goodin-Brown
10-13-17

Linell Goodin-Brown, Contract Management Supervisor II
City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. NA13000015
for
Vegetation Control of Creek Buffer Ponds
between
ADK Environmental Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 15, 2016 term for the extension option will be October 15, 2016 to October 14, 2017 and there is one remaining option.
- 2.0 The price increase submitted by ADK Environmental Inc. is acceptable, the extension includes a 25% increase in the unit price ~~changing~~ the current unit price from \$150.00 change to \$187.50 _{changing}
- 3.0 The total contract amount is increased by \$54,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/15/12 – 10/14/15	\$ 162,000.00	\$ 162,000.00
Amendment No. 1: Option 1 10/15/15 – 10/14/16	\$54,000.00	\$216,000.00
Amendment No. 2: Option 2 10/15/16 – 10/14/17	\$54,000.00	\$270,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 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.

Signature & Date: *Sharon Foster* 10/25/16

Printed Name:
Authorized Representative

ADK Environmental Inc
16434 FM 630
Odem, Texas 78370

Signature & Date: *Linell Goodin-Brown* 11-1-16

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. NA13000015
for
Vegetation Control of Creek Buffer Ponds
between
ADK Environmental Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 15, 2015 term for the extension option will be October 15, 2015 to October 14, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$54,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/15/12 – 10/14/15	\$ 162,000.00	\$ 162,000.00
Amendment No. 1: Option 1 10/15/15 – 10/14/16	\$54,000.00	\$216,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (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.

Signature & Date:

Sharon Kaetner 10/21/15

Printed Name:

Authorized Representative *SHARON KAETNER*

ADK Environmental Inc
16434 FM 630
Odem, Texas 78370

Signature & Date:

Beatrice Washington 10/30/15

Beatrice Washington, Contract Compliance Specialist Sr.
City of Austin
Purchasing Office



**Financial and Administrative Service Department
Purchasing Office**
PO Box 1088, Austin, Texas, 78767

October 15, 2012

ADK Environmental, Inc.
Sharon Kastner
16434 FM 630
Odem, TX 78370

Dear Sharon Kastner:

The Austin City Council approved the execution of a contract with your company for Vegetation Control of Creek Buffer Ponds in accordance with the referenced solicitation.

Responsible Department:	Vegetation Control of Creek Buffer Ponds
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	donna-lee.bliss@austintexas.gov
Department Contact Telephone:	512-974-2530
Project Name:	Vegetation Control of Creek Buffer Ponds
Contractor Name:	ADK Environmental, Inc.
Contract Number:	NA130000015
Contract Amount:	\$54,000 (annually)
Contract Period:	10/15/2012 – 10/14/2015
Extension Options:	12 – 3 months
Requisition Number:	6300 12060600393
Solicitation Number:	SDC0179
Agenda Item Number:	64
Council Approval Date:	10/11/2012

A copy of the contract/purchase order will be forwarded by mail.

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.

Sincerely,

Steve Cocke
Buyer II
Purchasing Office
Finance and Administrative
Service Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ADK Environmental, Inc. ("Contractor")
for
Vegetation Control of Creek Buffer Ponds
Contract Number NA130000015**

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 ADK Environmental, Inc. having offices at Odem, TX 78370 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 SDC0173.

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 Best Value (IFBBV), SDC0173 including all documents incorporated by reference
- 1.1.3 ADK Environmental, Inc. Offer, dated 7/17/2012, 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 \$162,000 for the initial Contract term and \$54,000 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: Steve Cocke

Signature: Steve Cocke

Title: Buyer II

Date 10/15/2012

RECEIVED
2012 JUL 27 AM 8:51
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Request for Proposals

**PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

INVITATION FOR BID-BEST VALUE

RFP No.: SDC0179

Addendum No. 2

Date of Addendum: July 19, 2012

1.0 The bid due date and time has been extended to July 27, 2012 @ 10:00 A.M.

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: ADK ENVIRONMENTAL INC.
Bidder

Sharon Gistner
Authorized Signature

7/20/2012
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (BEST VALUE) Offer Sheet

SOLICITATION NO: SDC0179

COMMODITY/SERVICE DESCRIPTION: VEGETATION CONTROL
OF CREEK BUFFER PONDS

DATE ISSUED: 6/25/2012

REQUISITION NO.: 6300 12060600393

PRE-BID CONFERENCE TIME AND DATE: 7/11/2012 @ 10:00 A.M.

COMMODITY CODE: 98889

LOCATION: City of Austin, Purchasing Office (Municipal Building) 124
W 8th Street Rm 310., Austin, Texas 78701.

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 7/19/2012 @ 2:00 P.M.

Steve Cocke

Buyer II

Phone: (512) 974-2003

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 7/19/2012 @ 2:00 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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 th 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 4 SIGNED COPIES 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

Sharon Kastner President
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____7/17/2012

Company Name: _____ADK ENVIRONMENTAL, INC.

Address: _____16434 FM 630

City, State, Zip Code _____ODEM, TX, 78370

Phone No. (361) 364-2004

Fax No. (361) 364-2542

Email Address: _____ads@adstormwater.com

**INVITATION FOR BID-BEST VALUE ADDENDUM
CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT**

Solicitation No. SDC0179

Addendum No. 1

Date: 7/12/12

This addendum is to incorporate the following changes into the above specified solicitation.

1.0 Section 0500, Specification

Replace the following paragraphs in their entirety:

- 4.3 It is anticipated that the actual requirement for herbicide usage will be minor (e.g., on tree stumps or poison ivy patches in gabion baskets.) No herbicides or pesticides shall be used, ~~unless specifically listed below,~~ without the prior written consent of the City.
- 4.3.1 Active ingredients approved by the City: Imazamox, Glyphosate, and Triclopyr.
- 4.3.2 Prior to the start of the landscape maintenance, Contractor shall submit in writing a list of all chemicals proposed for use.
- 4.3.3 The entire process of chemical application shall be made under the supervision of a Licensed Pesticide Applicator certified by the Structural Pest Control Board.
- 5.1.2 Mowing and mulching vegetation to the edge of each pond, and 20 feet beyond the toe of a dam;
- 5.2 Some of the work areas are sloped, with a significant grade, or on uneven terrain that may be difficult to access with large mechanical equipment. The City prefers that vegetation in the sand beds be removed by hand unless the vegetation is wide-spread grass which shall be mown. The required work may require using the following equipment:
- 5.2.1 Hand-held manual tools or saws;
- 5.2.2 Weed eaters;
- 5.2.3 Manual, push type, or riding mowers;
- 5.2.4 Small tractors equipped with mowing and/or mulching ~~raking~~ attachments.
- 5.3 Prior to mowing, the Contractor shall remove all trash and debris and dispose of it properly at an accredited landfill or other facility approved in advance by the City. Debris shall be vegetation and woody debris only and not sediment. It is anticipated that such debris will have a minor presence only. If Contractor discovers larger debris/trash (e.g., couch, fallen tree), they shall immediately contact the City to make

arrangements for its removal by the City. If a dead animal is discovered, Contractor shall notify the City's "311" center to arrange for its removal.

- 5.8 Contractor shall remove nuisance/exotic vegetation, and trees less than 8" in diameter, either by using a Weed Wrench, or by cutting and treating the stems/stumps. It is preferred to remove the vegetation by the roots if possible, especially on trees with a diameter of 2" or less. Cut vegetation shall immediately be removed to a City approved landfill or other approved location.

Add the following paragraphs in their entirety:

- 5.12 If the Contractor discovers a Creek Buffer Pond in a problematic condition, they shall immediately cease work and contact the City for instructions, sending photographs that clearly display the situation.

- 9.5 The Contractor can determine the order in which the Creek Buffer Ponds are serviced. However, the City may prioritize a specific pond, and the Contractor shall complete the work there within 5 working days of notification.

Add Attachment "F" (1 page) is hereby included in this solicitation, and is an example of the City's Pesticide Application Tracking Log.

2.0 Section 0600, Bid Sheet

Replaced in its entirety by the SDC01790600 Revised Bid Sheet (7/11/12)

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above-referenced Solicitation.

Approved by: Steve Cocke
Steve Cocke, Buyer II

Receipt Acknowledged By:

ADK ENVIRONMENTAL, INC.	<u>Sharon Eastman</u>	<u>7/18/2012</u>
Firm's Name	Authorized Signature	Date

Return one (1) copy to the Purchasing Office, City of Austin, Texas Prior to submittal or with your sealed bid. **FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.**

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: CREEK BUFFER POND VEGETATION MAINTENANCE
 REVISED 7/11/12

BID NO. IFBBV-SDC0179 RX NO. 6300-12060600393 DATE: 6/25/2012 BUYER: Steve Cocke
Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies
Special Instructions: Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all require information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified.

THIS IS A 36 MONTH CONTRACT WITH THREE 12-MONTH OPTIONS TO EXTEND. FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.
--

EVALUATION CRITERIA FOR COST (51 POINTS)			
1.0 Bidder submits the following prices for the following items below as described in the attached specification.			
Line No.	Description	<u>EST ANNUAL QTY</u>	<u>Per Acre Price</u>
1.1	Creek Buffer Pond maintenance as per the attached specification, 90 acres cut 4 times per year.	360 acres	\$ 150.00
TOTAL AMOUNT:			\$ 54,000

2.0 Bidders submits the name and phone number of liaison, as per paragraph 8.9 of the specification:	
Name printed: PAUL BUTLER	Phone: 855-368-4701
Cell phone: (281) 727 6756	Email: pbutler@adstormwater.com

EVALUATION CRITERIA FOR EQUIPMENT LIST (10 POINTS)

**3.0 For bid submittal to be considered, the following information shall be included:
Completed Attachment "B" Equipment Inventory List**

**EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE
CERTIFICATIONS, EDUCATION, AND EXPERIENCE (29 POINTS)**

4.0 For bid submittal to be considered, the following information shall be included:

4.1 Completed Attachment "C" References

4.2 Proof all certifications, including pesticide application of any direct employees.

EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)

Instructions:

Specify if and by which definition the Bidder has a local business presence, and provide the address.

Our Local Presence is a Headquarter, and the address is:

16434 FM630, ODEM, TX 78370

Our Local Presence is a Branch Office, and the address is:

3024 Rolling Oaks Dr, New Braunfels, TX 78132

NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.

COMPANY NAME:

ADK

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Sharon Kastner

PRINTED NAME:

SHARON KASTNER

TELEPHONE:

361-364-2004

EMAIL:

skastner@adstormwater.com

Attachment B

Equipment Inventory List

Company Name: ADK ENVIRONMENTAL INC.

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(Own or will Purchase)
TRUCK	DODGE	1 TON	2010	DIESEL	5	GOOD	OWN
TRUCK	CHEVY	1 TON	2011	DIESEL	5	GREAT	OWN
TRAILER	PACE/ CARGO	16 FT	2010	N/A	12	GOOD	OWN
MOWER	FERRIS 3100ZP	60"	2011	PROPANE	3	GREAT	OWN
MOWER	FERRIS 3100Z	60"	2005-12	GASOLINE	20	GOOD	OWN
WEEDEATER	STIHL FS110	31.4 cc	2009-11	GAS/OIL MIX	60	GOOD	OWN
WEEDEATER	BLACK & DECKER NST1024	24V	2011	24V BATTERY ELECTRIC	3	GREAT	OWN
CHAIN SAW	STIHL MS391	64.1 cc	2010	GAS/OIL MIX	12	GOOD	OWN
TRACK LOADER	CAT 277B	81 HP	2007	DIESEL	1	GOOD	OWN
TRACK LOADER	CAT 287B	90HP	2008	DIESEL	2	GOOD	OWN
MINI EXCAVATOR	CAT 304CR	80HP	2008	DIESEL	1	GOOD	OWN
DOZER	CAT D4G	100HP	2008	DIESEL	2	GREAT	OWN

Contractor's Full Name: ADK ENVIRONMENTAL INC.

Contractor's Signature:  Date: 7/17/2012

ATTACHMENT "D"

REFERENCES

2 PAGES

Form Instructions: Please complete and return this form with the bid/quote. The Quoter shall furnish references for at least three (3) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the two (2) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

SOLICITATION NUMBER: SDC0179

VENDOR'S NAME: ADK ENVIRONMENTAL, INC.

DATE: 7/17/2012

- | | | |
|----|------------------------------------|--|
| 1. | Company's Name | WALMART INC. |
| | Name of Contact | TAMMY WELCH |
| | Title of Contact | Senior Manager Storm Water Compliance |
| | Present Address | 508 SW 8TH STREET |
| | City, State, Zip Code | BENTONVILLE, AR 72716 |
| | Current Phone | (479) 204 - 0660 Fax () - |
| | Project Name | Stormwater Pond Maintenance for Texas, Louisiana, Missouri, Mississippi, Alabama, Hawaii |
| | Project Start Date
(month/year) | 4/2006 |
| | Project End Date
(month/year) | 7/2012 |
| | Project Size | Total Assets could equal as many as 876 locations in one month through out the states listed above |

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

With our Walmart Contract we have performed on a very large scale a well rounded management program. We were involved with daily duties of vegetation management of the stormwater ponds for Walmart Facilities. We were required in our scope of work to make sure the vegetation was cut to a height of 4", to retain soil composition. We removed trash and debris from site and disposed of it at licensed facilities. We were very thorough in removing sediment from inlets/discharge points and cleaning the catch basins in the parking. We also performed Sand Filter Bed Maintenance by removing vegetation from the beds and sampling the media to make sure the bed was functioning properly. We removed nuisance vegetation (ex. cattails) by hand from retention ponds and disposed of them. We worked hand in hand with Walmart to provide a very successful program for them, that allowed them the piece of mind for a large quantity of there assets. We have 15 offices throughout 6 states, and have been able to responded to emergency situations for them as well.

ADK Environmental has extensive skills in erosion control techniques and Best Management Practices including hydro-seeding, hydro- mulching, irrigation and planting. We also have expertise in installation and maintenance of silt fence, wattles, gabions, all varieties of erosion mat and we are certified scour stop installers.

2. **Company's Name** Cole Credit Property Trust Inc.
 Name of Contact Gina Williams
 Title of Contact Account Rep
 Present Address 2555 East Camelback Road, Suite 400
 City, State, Zip Code Phoenix, Arizona 80516
 Current Phone (602) 716 - 8862 **Fax ()** -
 Project Name Academy (Former Walmart) on 12250 Research Boulevard Austin, TX 78759
 Project Start Date 10/2009 **Project End Date**
 (month/year) (month/year) Present
Project Size Sand Filter Bed and Detention Pond - 0.5 acres

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

We perform a monthly maintenance for the sand filter bed and detention pond at this location. We mow the vegetation in the detention pond and remove and maintain the sand filter bed free of weeds and grass in compliance with city of Austin code. ADK Environmental specializes in compliance and remediation of sand filter systems. These systems are designed to filter pollutants out of stormwater runoff before they can reach sensitive groundwater aquifers. In order for these systems to function properly and compliantly, knowledgeable experts are needed to inspect, maintain and re-mediate these specialized systems. Whether a new construction, total rebuild, repair or routine maintenance is needed, ADK Environmental has the knowledge and experience to ensure the systems are functioning properly.

3. **Company's Name** SAM'S CLUB #8156
 Name of Contact VANESSA LEAL
 Title of Contact CO-MANAGER
 Present Address 4810 SAN BERNARDO
 City, State, Zip Code LAREDO, TX 78041
 Current Phone (956) 725 -5300 **Fax ()** -
 Project Name Stormwater Pond Area in Back of Store
 Project Start Date 7/2006 & 2/2008 **Project End Date**
 (month/year) (month/year) 2/2008
Project Size 6 acres

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

This was an improvement project to this pond. It included mowing of the vegetation, removal of trees, and removing of vagrants trash and massive amounts of debris. We have kept helped keep this pond in compliance with city of Laredo officials and Sam's Club expectations. Using our commercial pesticide license we have successfully sprayed and killed the stumps from the huisache and mesquite trees growing in this location.

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.tda.state.tx.us. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

TEXAS DEPARTMENT OF AGRICULTURE

P.O. Box 12847 Austin, TX
COMMERCIAL PESTICIDE APPLICATOR
LICENSE



TDA Client No: 00221604 Effective Date: 02/29/2012
License No. 0359094 Date Expires: 02/28/2013
ALBERT KASTNER
16434 FM 630
ODEM TX 78370

Categories: 6A

TDA Categories:

- | | |
|--|--|
| 1. Agricultural Pest Control | 3. Ornamental Plant and Turf Control |
| A. Field Crop Pest Control | A. Plant Pest & Weed Control |
| B. Fruit, Nut and Vegetable Pest Control | B. Greenhouse Pest Control |
| C. Weed & Brush Control in pasture and rangeland | 4. Seed Treatments |
| D. Predatory Animal Control | 5. Right-of-way Pest Control |
| E. Farm Storage Pest Control and Fumigation | 6. Aquatic Pest Control |
| F. Animal Pest Control | A. Aquatic Plant and Animal Pest Control |
| G. Citrus Pest Control | B. Anti-fouling Paint |
| H. Livestock Protection Collar | 7. Demonstration and Research |
| I. M-44 | 8. Regulatory Pest Control |
| 2. Forest Pest Control | 9. Aerial Application |
| | 10. Chemigation |

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

ALBERT KASTNER
16434 FM 630
ODEM TX 78370

TDA Client No. 00221604

TDA License No. 0359094

Effective Date: February 29, 2012

Expiration Date: February 28, 2013

CATEGORIES:

6A

Dennis Kastner

Operations Officer

Bachelor of Science – Agronomy and Agriculture Mechanics

Texas A&M University

Self-employed contractor for 36 years, working in the field of stormwater system construction, erosion control, pond remediation, sand filter bed construction and remediation, coastline erosion control as well as building overflow structures and waterways.

Certified as Stormwater Professional through EPA Approved Wal-Mart training

Award of Merit Outstanding Conservationist 2002

For Outstanding Accomplishments in Resource Conservation

Texas Soil and Water Conservation District

Board Member of National Resource Conservation Service (NRCS) 1983-2003.

Commercial Pesticide Applicator License # 0359094

*Aquatics *ROW

Have attended the following training classes:

1. Best Management Practice: Monitoring Challengers and Guidance.
2. Implementation of Stormwater Management Permitting Program for NPDES Phase II Compliance.
3. Illicit Discharge Detection and Elimination.
4. Nutrients, Pathogens, Turbidity: BMP's for Improving Water Quality.
5. Complying w/NPDES
 - *this includes a training course on BMPs for Construction Activities
6. Haz/Mat Containment and Treatment
7. Trenching and Shoring for Construction Sites
8. Certified Professional in Stormwater Quality
9. Clean Water Act Regulations Texas/Federal
10. Nonpoint Source Pollutants
11. BMPs: Pollutants, Selection and Maintenance
12. Pesticide Handling
13. Construction Site Safety
14. TXDOT Environmental Compliance 2008

Bilingual – English and Spanish

Brett Kastner

Project Manager

Texas A&M University

Bachelor of Science – Construction Science

Experience in operating heavy equipment 11 years

Experience in stormwater construction activities for 10 years

Experience in concrete construction for 10 years

Experience in erosion control and repair for 10 years

Fluent in Spanish and English

Attended all classes and has met all the requirements necessary to be fully certified:

Stormwater Operator – Level 1

Hazardous Materials Containment and Removal

Trench Shoring

Onsite Construction Safety

Has attended the following training classes:

1. Best Management Practice Monitoring Challenges and Guidance
2. Implementation of a Storm Water Management Permitting Program for NPDES Phase II Compliance
3. Lessons Learned from the Design of a Bio-Retention Area to Treat Storm Water Run-Off
4. Vector Control as Part of Stormwater Management
5. Illicit Discharge of Detection and Elimination
6. Nutrient, Pathogens, Turbidity: BMP's for Improving Water Quality
7. Wetlands, Riparian Zones, and Stormwater Treatment
8. Complying with NPDES
 - *includes a training course on BMP's for Construction Activities
9. Training course for Landscape Irrigation TCEQ approved course # 0010
10. Texas Engineering Extension Service: Stormwater Industrial Activities Qualified Personnel Training

Travis Burnett

Operational Manager

Texas A&M University Kingsville

Bachelor of Science – Agribusiness

Certified as Stormwater Professional through EPA Approved Wal-Mart training

Experience in erosion control and repair for 6 years

Experience in operating heavy equipment 21 years

Attended all classes and has met all the requirements necessary to be fully certified:

Stormwater Operator – Level 1

Hazardous Materials Containment and Removal

Onsite Construction Safety

Has attended the following training classes:

1. Performance Evaluation of BMP's
2. Prioritizing Maintenance Issues
3. Erosion and Sediment Control Techniques
4. Controlling Erosion at Specific Sites
5. Understanding BMP Performance
6. Technology for Managing the Stormwater Program
7. Pesticide Handling Safety
8. Best Management Practices: Gaining Acceptance for Infiltration BMP's
9. BMP's: Pollutants, Selection and Maintenance
10. Texas Engineering Extension Service: Stormwater Industrial Activities Qualified Personnel Training

Brandon Hiller

Technology Specialist

Texas A&M University Kingsville

Bachelor of Science – Computer Science

Attended all classes and has met all the requirements necessary to be fully certified:

Hazardous Materials Containment and Removal

Onsite Construction Safety

Has attended the following training classes:

1. EPA Presents Post-Construction, LID, and Smart Growth
2. Incorporating Low-Impact Development Techniques With BMP's
3. Understanding BMP's Performance
4. Controlling Erosion at Specific Sites
5. Comparing Costs and Benefits of BMP Types
6. Prioritizing Maintenance Issues
7. Auditing and Evaluating the Stormwater Program
8. Gaining Acceptance for Infiltration BMP's
9. Texas Engineering Extension Service: Stormwater Industrial Activities Qualified Personnel Training

Jason Wuest

Project Manager

Texas A&M University

Bachelor of Science – Animal Science

Experience in operating heavy equipment – 5 years

Experience in concrete construction – 5 years

- Design specifications, regulations, codes

- Plan review

- Onsite inspections

- Bidding/Estimating

Experienced in new development/construction – 5 years

- Permitting, SWPPP incorporation monitoring and record keeping, certified stormwater inspector, certified safety inspector

- Local, state, and federal codes and regulations

Certified as Stormwater Professional through EPA Approved Wal-Mart training

Attended all classes and has met all the requirements necessary to be fully certified:

- Hazardous Materials Containment and Removal

- Onsite Construction Safety

- OSHA jobsite safety (also including shoring, and working at heights) training and certification

- Confined Space Certification

Has attended training courses on the following:

- 1) Wetlands mediation and management

- 2) Best of the BMP's

- 3) SWPPP training, implementation, monitoring, record keeping

- 4) Stormwater system construction and maintenance

- 5) Sediment control and Erosion Prevention

- 6) Installation and maintenance of BMP's

- 7) Local, State, and Federal Codes and Regulations

- 8) Texas Engineering Extension Service: Stormwater Industrial Activities Qualified Personnel Training

Zachary Langenkamp

Project Manager

Texas A&M University

Bachelor of Science – Aerospace Engineering

Currently pursuing Master's Degree – Environmental Engineering

Attended all classes and has met all the requirements necessary to be fully certified:

Hazardous Materials Containment and Removal

Confined Spaces Operation

Has attended the following training courses:

1. Best of the BMPs: Application, Implementation, and Maintenance
2. Estimating and Bidding: Stormwater Construction and Remediation
3. TCEQ Water Quality/Stormwater Seminar:
 - a. Water Quality Standards
 - b. NPDES: How it Works
 - c. Phase II MS4 Stormwater Permits
 - d. Stormwater Construction Permits
 - e. Stormwater Inspections
4. Texas Engineering Extension Service: Stormwater Industrial Activities Qualified Personnel Training

Paul Butler

Supervisor

Austin Community College

Wastewater Technology

Experience with operating heavy equipment—20 years

Experience with Wastewater Treatment Facilities—15 years

Installation

Maintenance

Onsite Inspections

Experience in Construction/New Development—10 years

Plan Review

Site Preparations

Onsite Inspections

Sediment Control

Has attended all classes and met all requirements to be certified in/as:

1. TCEQ- Class I OSSF Installer
2. Basic Wastewater Technology I
3. Asphalt Maintenance and Inspection Training
4. Texas Engineering Extension Service: Stormwater Industrial Activities
Qualified Personnel Training

Justin Castillo

Associate Degree in Drafting

Del Mar College

Project Manager

Texas Department of Transportation – 8 yrs.

Construction Inspector IV

Attended certification classes and has met all the requirements necessary to be fully certified:

1. OSHA/RCRA Off-Site Safety Training
2. National Spill Control
3. Stormwater Inspection and Construction SW3P
4. Environmental Compliance 2005
5. Haz/Mat
6. Texas Manual for Uniform Traffic Control Devices
7. Hydraulic Systems
8. Homeland Security
9. Drill Shaft Inspection
10. Seal Coating
11. Hot Mix Testing and Laying
12. Nuclear Gauge for Density Testing
13. Vermac Message Board

COMPANY CONTACT LIST

DENNIS KASTNER
CHIEF OPERATIONS OFFICER
dkastner@adstormwater.com
(361) 364-2004 office
(713) 408-9125 cell

TRAVIS BURNETT
OPERATIONS MANAGER
tburnett@adstormwater.com
(361) 364-2004 office
(361) 850- 3791

BRETT KASTNER
SENIOR PROJECT MANAGER
bkastner@adstormwater.com
(830) 626-6506 office
(361) 442-6587 cell

SHARON KASTNER
COMPTROLLER
skastner@adstormwater.com
(361) 364-2004 office
(713) 408-8880 cell

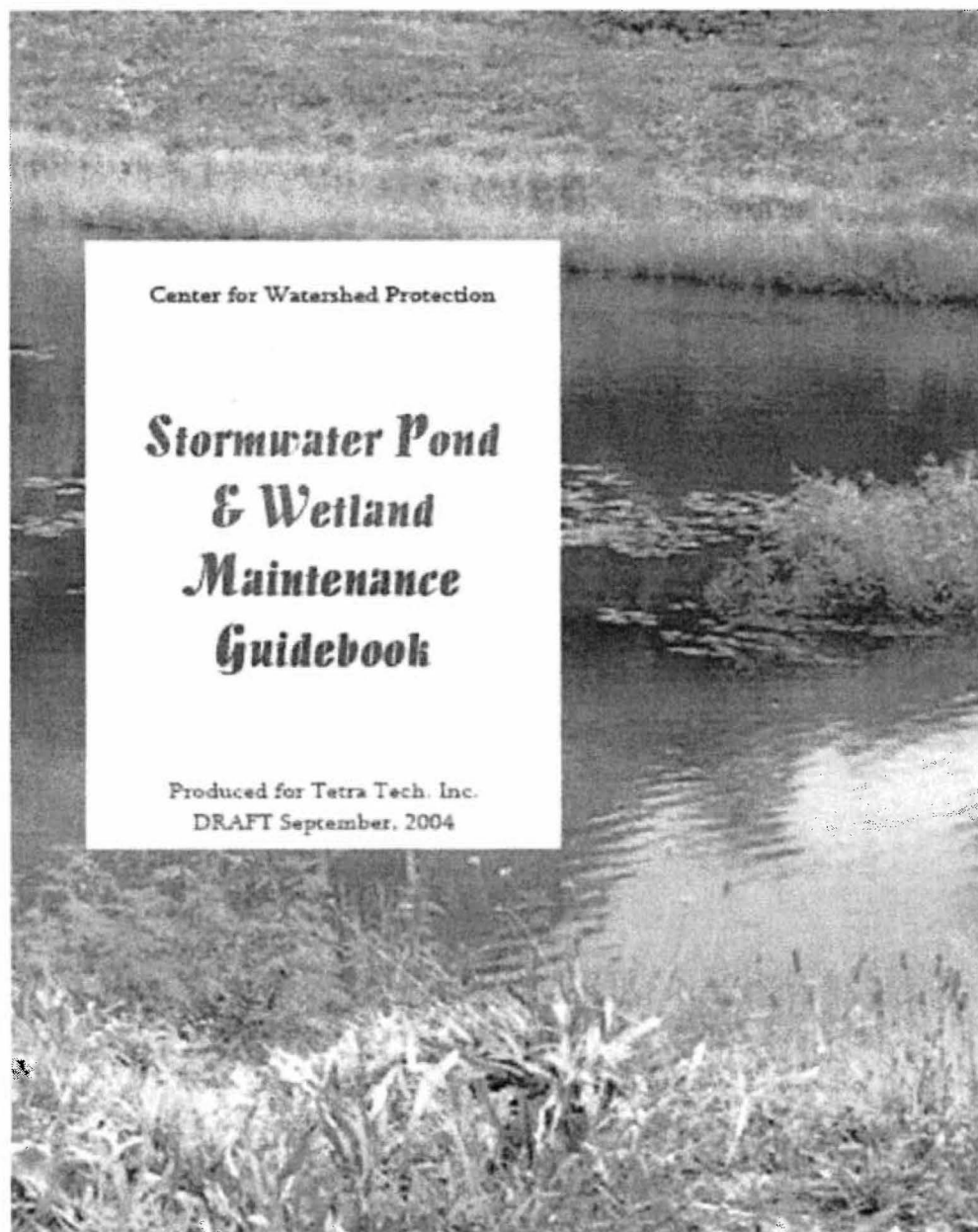
ZACHARY LANGENKAMP
PROJECT MANAGER
zlangenkamp@adstormwater.com
(361) 364-2004 office
(979) 220-0222 cell

JASON WUEST
PROJECT MANAGER
jwuest@adstormwater.com
(361) 364-2004 office
(713) 647-2800 cell

DEBBIE SCHMIDT
OFFICER MANAGER
CORPORATE OFFICE
dschmidt@adstormwater.com
(361) 364-2004 office

BRANDON HILLER
TECHNICAL SPECIALIST
HOUSTON OFFICE
bhiller@adstormwater.com
(281) 693-5066 office
(281) 858-0052 cell

ADK Environmental has implemented a complete storm water training program for our technicians. We provide a rigorous training course using the following storm water educational materials: Stormwater Pond & Wetland Maintenance Guidebook by the Center For Watershed Protection. Our training also includes: Job Site Safety Training (OSHA) and Pesticide Handling (Rick Bennett, Helena Chemical). In addition, our technicians attend local workshops, national conferences and other available educational workshops.



ADK ENVIROMENTAL, INC.

ADK Environmental, Inc. is a family owned and operated business that has a combined experience of over 50 years in the environmental and stormwater industry. Our highly trained staff is committed to providing our customers with the highest quality of services, while maintaining a strict level of efficiency and professionalism as well as cost effectiveness.

ADK Environmental, Inc. is a full service environmental remediation and consulting company that provides innovative solutions designed specifically to fit each of our client's needs. ADK is experienced in providing quality environmental services and has performed corrective action activities in a wide multi-state area.

Services we provide:

- Hydrogeological Investigations
- Waste Classifications, Management, and Disposal
- Constuction Services
- 24 Hour Emergency Response
- Aquatic Herbicide Application Specialists
- Sediment and Erosion Control
- BMP Installation and Maintenance
- Regulation compliance assistance
- Cosmetic surface cleaning / power washing
- Stormwater system design and development
- Stormwater system maintenance & remediation
- Erosion control
- Wetland Creation
- Wetland & Surface Water Management
- Hazardous/Non Hazardous Waste Cleanup & Containment
- Sand Filter Bed Design & Remediation
- Hydro-Seeding/Hydro- Mulching
- Emergency Response



Travis Burnett

Has Successfully Completed the EPA-Approved
Walmart Training Program

Stormwater Compliance Training

April 21, 2011

6 Hours of Classroom Training

A handwritten signature in black ink, reading "Mark S. Goldsmith".

Mark S. Goldsmith, CPESC
Director of Stormwater Compliance

Certificate Number: 557356

Expires: April 21, 2012



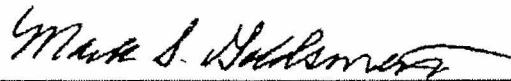
WAL-MART®

Albert D. Kastner

Has Successfully Completed the EPA-Approved
Wal-Mart Training Program to Become a

Stormwater Professional

12/05/2008 Bentonville, Arkansas
6 Hours of Classroom Training



Mark S. Goldsmith, CPESC
Director of Stormwater Compliance

Certificate Number: 8756

Expires: 12/4/2012

FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

Travis Burnett

The Designation Of
Stormwater Operator— Level 1

*For successful completion of the FSA Stormwater Operator Certification
Level 1 Course on August 28-29, 2007 in Fernandina Beach, Florida.*

Kurt Spitz

Executive Director

4-28-07

Date



FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

Justin Castillo

The Designation Of

Stormwater Operator— Level 1

*For successful completion of the FSA Stormwater Operator Certification
Level 1 Course on August 28-29, 2007 in Fernandina Beach, Florida.*

Kurt Spitz

Executive Director

9-28-07

Date



FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

Brett Kastner

The Designation Of

Stormwater Operator— Level 1

*For successful completion of the FSA Stormwater Operator Certification
Level 1 Course on August 28-29, 2007 in Fernandina Beach, Florida.*


Executive Director

9-28-07
Date





International Erosion Control Association

3001 S Lincoln Ave., Suite A, Steamboat Springs, Colorado 80487 ~ 970-879-3010 ~ www.ieca.org

EC08 — Orlando, Florida

CERTIFICATE OF COMPLETION

May it be known by all who read this that:

Zachary Langenkamp

has successfully completed

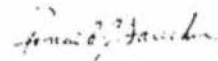
Estimating and Bidding

and has earned .6 Continuing Education Units or 6.0 Professional Development Hours

Presented this 19th day of February, 2008



Executive Director



President



International Erosion Control Association

3001 S Lincoln Ave., Suite A, Steamboat Springs, Colorado 80487 ~ 970-879-3010 ~ www.ieca.org
ECOB — Orlando, Florida

CERTIFICATE OF COMPLETION

May it be known by all who read this that:

Zachary Langenkamp

has successfully completed

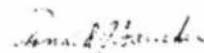
**The Best of the BMPs:
Application, Implementation, and Maintenance**

and has earned .6 Continuing Education Units or 6.0 Professional Development Hours

Presented this 18th day of February, 2008



Executive Director



President

May be applied to the following "IECA Trained" Tracks: Construction Site Stormwater Management & Inspector in Training

CERTIFICATE OF COMPLETION QUALIFIED INSPECTOR

This certificate is awarded to

Travis Burnett

For successfully completing

LOWE'S STORMWATER CONTRACTOR TRAINING

LOWE'S COMPANIES, INC.



Vice President Engineering and Construction



NPDES Compliance Manager



CERTIFICATE NUMBER: 1653

EXPIRATION DATE: June 26, 2010

TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System



Travis H. Burnett

has successfully completed

Storm Water Industrial Activities Qualified Personnel Training

6 Hours

August 28, 2009

A handwritten signature in black ink, appearing to read 'G. Seta', positioned above a horizontal line.

Gary F. Seta, Director
Texas Engineering Extension Service

Jeff Bowman, Instructor
Katy, TX

A handwritten signature in black ink, appearing to read 'Dan Gray', positioned above a horizontal line.

Dan Gray, Executive Division Director

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	ADK ENVIRONMENTAL, INC.					
Physical Address	16434 FM 630 ODEM, TX 78370					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> 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

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:

Sharon Rastner
Signature, Authorized Representative of Offeror

President
Title

07/17/2012
Date

END

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

SOLICITATION NO **SDC0179**

**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 17 day of July, 2012.

CONTRACTOR

ADK ENVIRONMENTAL, INC.

Authorized Signature

Sharon Rastner

Title


PRESIDENT

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0179

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;">ADK ENVIRONMENTAL, INC.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Jul 17, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">SHARON G KASNTER</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">PRESIDENT</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0179
FOR

VEGETATION CONTROL OF CREEK BUFFER PONDS

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/department/conflict-interest-questionnaire>

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

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

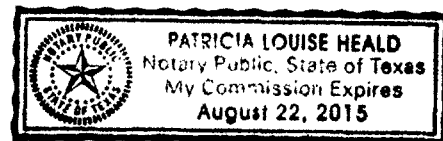
Offeror's
Explanation:

--

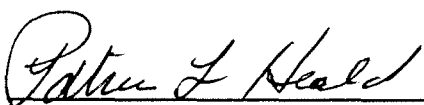
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee,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

Contractor's Name:	ADK ENVIRONMENTAL, INC.
Printed Name:	SHARON G KASTNER
Title:	PRESIDENT


Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 17 day of July, 2012.


Notary Public

My Commission Expires 8/22/2015

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

SOLICITATION NO. SDC0179

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:

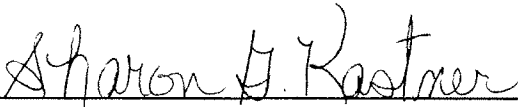
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add Delete	PAUL BUTLER	SITE SUPERVISOR
Add Delete	ERNEST HERNANDEZ	STORMWATER TECH/CREW FOREMAN
Add Delete	BRETT KASTNER	STORMWATER TECHNICIAN

- (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:	ADK ENVIRONMENTAL, INC.		
Signature of Officer or Authorized Representative:		Date:	Jul 17, 2012
Printed Name:	SHARON G KASTNER		
Title:	PRESIDENT		


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

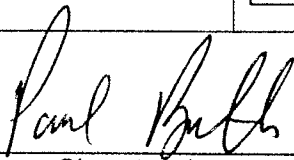
Contract Number:	
Description of Services:	VEGETATION CONTROL OF CREEK BUFFER PONDS
Contractor Name:	ADK ENVIRONMENTAL, INC.

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.

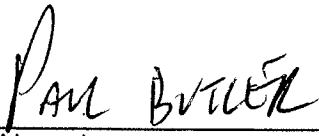
I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (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:	Stormwater Tech. / foreman		
Signature of Employee:		Date:	7/18/12
Employee's Printed Name:	Ernest Hernandez		



(Witness Signature)



(Printed Name)

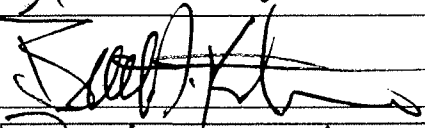
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

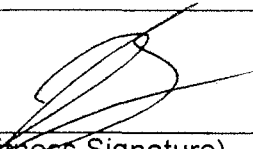
Contract Number:	
Description of Services:	VEGETATION CONTROL OF CREEK BUFFER PONDS
Contractor Name:	ADK ENVIRONMENTAL, INC.

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:	Stormwater Technician		
Signature of Employee:		Date:	7/17/12
Employee's Printed Name:	Brett J. Kastner		


(Witness Signature)

TRAVIS BARNETT
(Printed Name)

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


Contract Number:	
Description of Services:	VEGETATION CONTROL OF CREEK BUFFER PONDS
Contractor Name:	ADK ENVIRONMENTAL, INC.

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:	Site Supervisor		
Signature of Employee:	Paul Butten	Date:	7/17/12
Employee's Printed Name:	PAUL BUTTEN		


(Witness Signature)


TRAVIS BURNETT
(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SDC0179

- 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:	<div style="border: 1px solid black; padding: 2px;">ADK ENVIRONMENTAL, INC.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Jul 17, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">SHARON G KASTNER</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">PRESIDENT</div>		

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

SOLICITATION NUMBER: SDC0179

PROJECT NAME: VEGETATION CONTROL OF CREEK BUFFER PONDS

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 X 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.

ADK ENVIRONMENTAL INC.

Company Name

SHARON G KASTNER PRESIDENT

Name and Title of Authorized Representative (Print or Type)



Signature

7/17/2012

Date

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (BEST VALUE)

Offer Sheet

SOLICITATION NO: SDC0179

COMMODITY/SERVICE DESCRIPTION: VEGETATION CONTROL
OF CREEK BUFFER PONDS

DATE ISSUED: 6/25/2012

REQUISITION NO.: 6300 12060600393

PRE-BID CONFERENCE TIME AND DATE: 7/11/2012 @ 10:00 A.M.

COMMODITY CODE: 98889

LOCATION: City of Austin, Purchasing Office (Municipal Building) 124
W 8th Street Rm 310., Austin, Texas 78701.

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 7/19/2012 @ 2:00 P.M.

COMPLIANCE PLAN DUE PRIOR TO: N/A

Steve Cocke

Buyer II

Phone: (512) 974-2003

BID OPENING TIME AND DATE: 7/19/2012 @ 2:00 P.M.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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 th 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 4 SIGNED COPIES 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

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	9
0600	BID SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
	ATTACHMENTS A-E	11
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

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 (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** 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 90 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#STANDARDBIDDOCUMENTS.

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 and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on July 11, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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.

3. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

THIS IS A 36 MONTH CONTRACT.

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

4. 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.

The City reserves the right to add or remove locations at its discretion.

5. DELIVERY REQUIREMENTS

- A. Work shall be completed at each pond within 5 consecutive days from start, three to four times each year as per Attachment "E" to the Specification, Section 0500.
- B. Unless requested by the City, service shall not be performed on City-recognized legal holidays (see paragraph 52 in Section 0300) or during weekends.

6. 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 shall include proof of disposal costs and copies of herbicide application logs.** 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	City of Austin: Watershed Protection
Attn:	Accounts Payable
Address	505 Barton Springs Rd., 12 th Floor
City, State Zip Code	Austin, Texas 78704

- 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.

7. 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.

- 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.

8. 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;
 - 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**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City **MAY** provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. ECONOMIC PRICE ADJUSTMENT

- 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) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - 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 or negotiate an acceptable increase with the City.
 - 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) 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. Price decrease offers may also be subject to negotiation.
- 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.

11. 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.

12. CONTRACT MANAGER

For non-administrative issues, the City's Contract Managers shall be:

Angela Gallardo
Watershed Protection Department
Office (512) 974-2702, Cell 512-940-6225

ADMINISTRATIVE LIAISON

For administrative issues, The City's Administrative Liaison shall be:

Donna Lee Bliss, Senior Contract Compliance
Watershed Protection Department
(512) 974-2530
donna-lee.bliss@ci.austin.tx.us

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

*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
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						
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

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:

Signature, Authorized Representative of Offeror

Title

Date

END

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

SOLICITATION NUMBER: SDC0179

PROJECT NAME: **VEGETATION CONTROL OF CREEK BUFFER PONDS**

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.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input 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.

Name and Title of Authorized Representative (Print or Type)

Signature

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.**

Sub-Contractor/Consultant			
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			

Sub-Contractor/Consultant			
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 NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0179

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 98889

DESCRIPTION: Weed and Vegetation Control

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title

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

SOLICITATION NO **SDC0179**

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 _____ day of _____, 20_____.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SDC0179

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; height: 25px; width: 100%;"></div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>		
Title:	<div style="border: 1px solid black; height: 25px; width: 100%;"></div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SDC0179
FOR

VEGETATION CONTROL OF CREEK BUFFER PONDS

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:	<table border="1"><tr><td></td></tr></table>	
Printed Name:	<table border="1"><tr><td></td></tr></table>	
Title:	<table border="1"><tr><td></td></tr></table>	

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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

SOLICITATION NO.

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		
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:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

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

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="VEGETATION CONTROL OF CREEK BUFFER PONDS"/>
Contractor Name:	<input type="text"/>

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:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.SDC0179

- 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:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

ATTACHMENT "F"

COA - Pesticide Application Tracking Log (for all Pesticide / Herbicide Applications on COA owned properties - Applicator must be licensed and have authorization to perform such actions)

Department: _____ **Division:** _____ **Division SPOC:** _____ **Beginning Date:** _____ **End Date:** _____

[illegible]

1. Latitude / Longitude coordinates are required if the area being treated does not have a physical address and should be in **DEGREE - DECIMAL MUNITES** format
 2. Site Description = General information to further identify the site, each entry may only describe a single location
 3. Identify whether the location of application is Aquatic (to include river banks and water bodies) or Terrestrial (All land applications). Mark **(A)** for aquatic or **(T)** for terrestrial
 4. Total contiguous area treated measured in square feet or acreage
 5. Temperature, Wind speed and Wind Direction must all be in approved ranges for specified product to be applied
 6. Product Information must include the Common or Scientific name of the pest being treated; the common name of the product used and the EPA registraion number
 7. Specify product type: **(F)** = Fungicide, **(I)** = Insecticide, **(H)** = Herbicide, **(R)** = Rodenticide, **(L)** = Larvicide
 8. Specify method of treatment using one of the following codes:
(SS) = Spot Spray or backpack, **(WW)** = herbicide wand, brush or wick, **(BS)** = Boom Sprayer, **(GT)** = Girdle / Treat,
(CS) = Cut Stump, **(IN)** = Injection, **(GR)** = Granular, **(UL)** = Ultra Low Volume, **(BP)** = Baits / Pellets
 9. Specify the manufacturers recommend application rate of the product being applied. Total amount of product used, and the Beginning / End time of application.
- Notes: (A) New entry required for each specific product application even if they are applied at the same location, date and time
(B) This form is not intended to be used for Aerial applications
(C) This form is in accordance with Texas Administrative Code, Chapter 7, Subchapter D. Rule §7.33

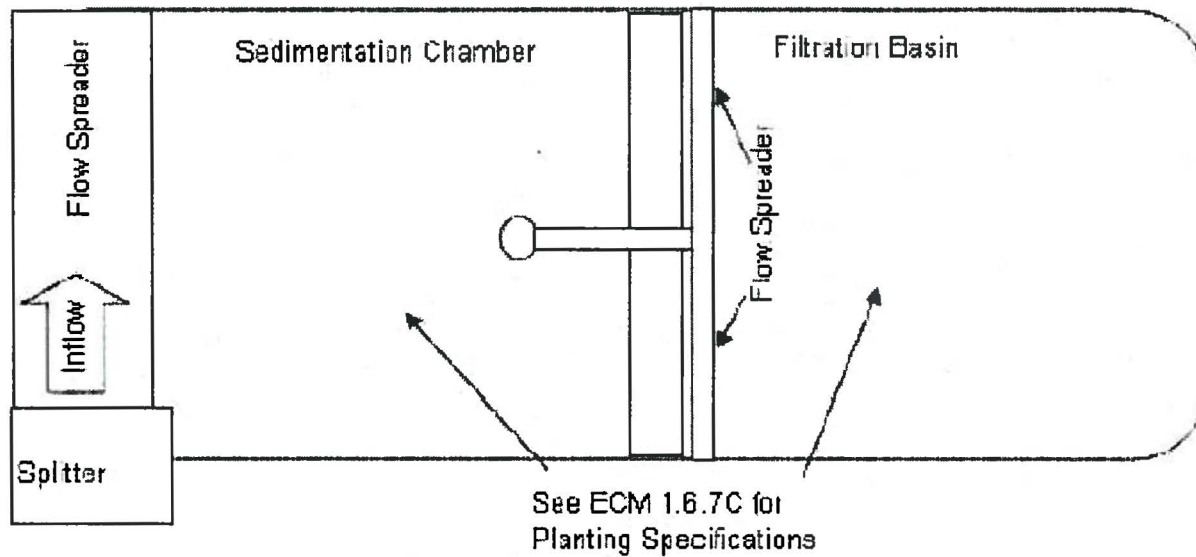
Close-Out Signature: _____ Date: _____

To be signed by reviewing manager

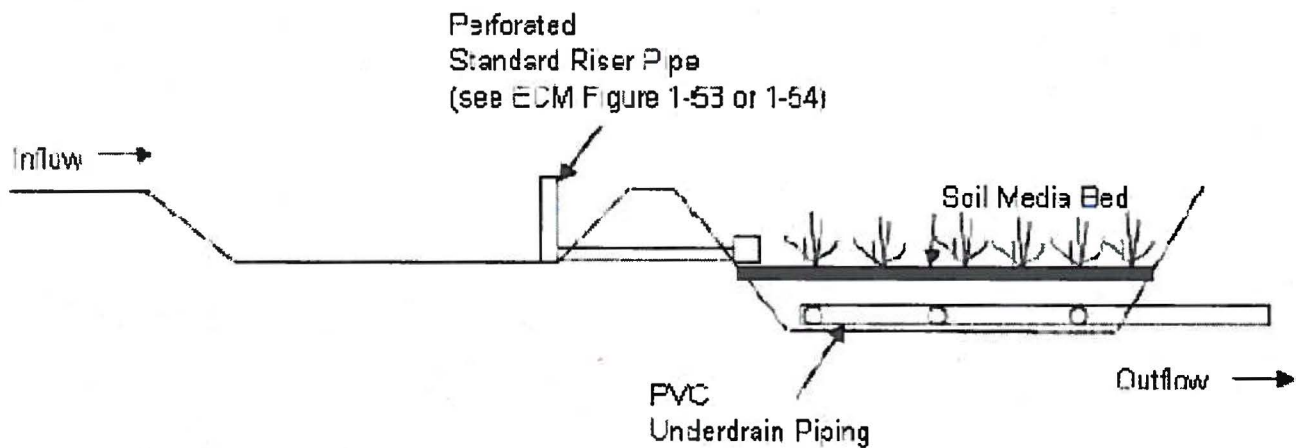
ATTACHMENT "A"

**BASIC CONSTRUCTION DRAWINGS
3 PAGES PLUS COVER**

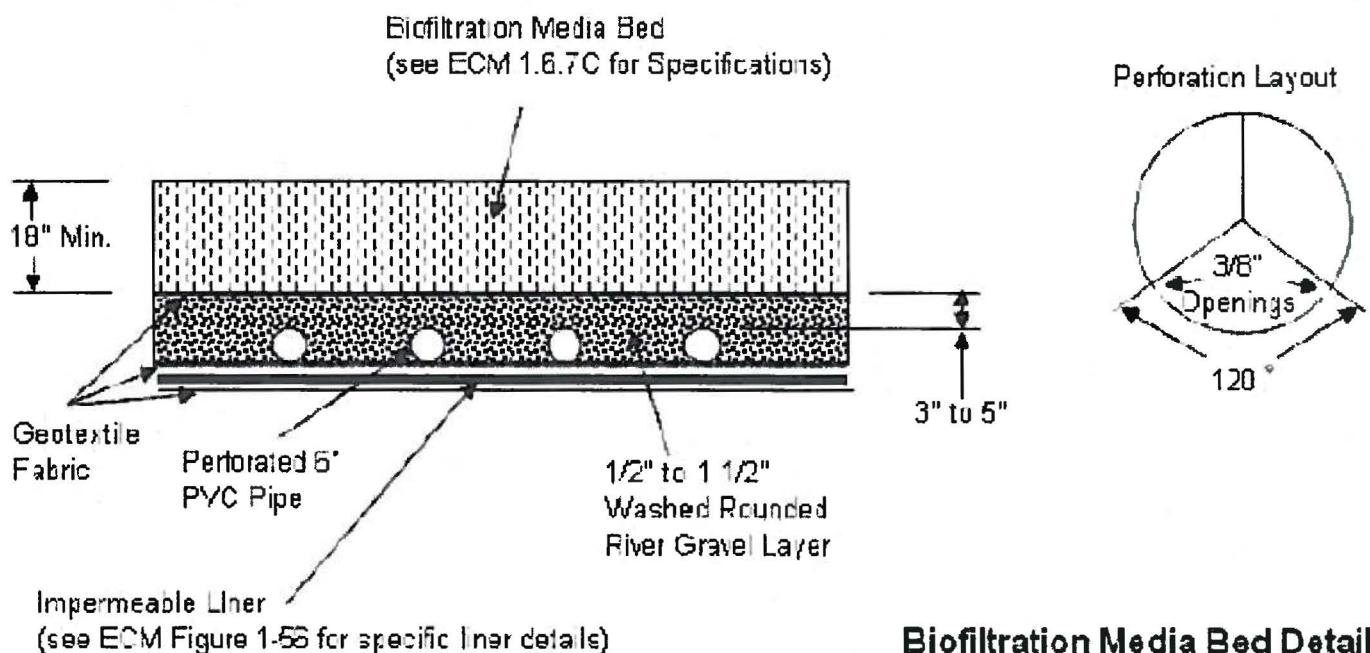
Figure 1.6.7.C.1: Full Sedimentation / Biofiltration Pond



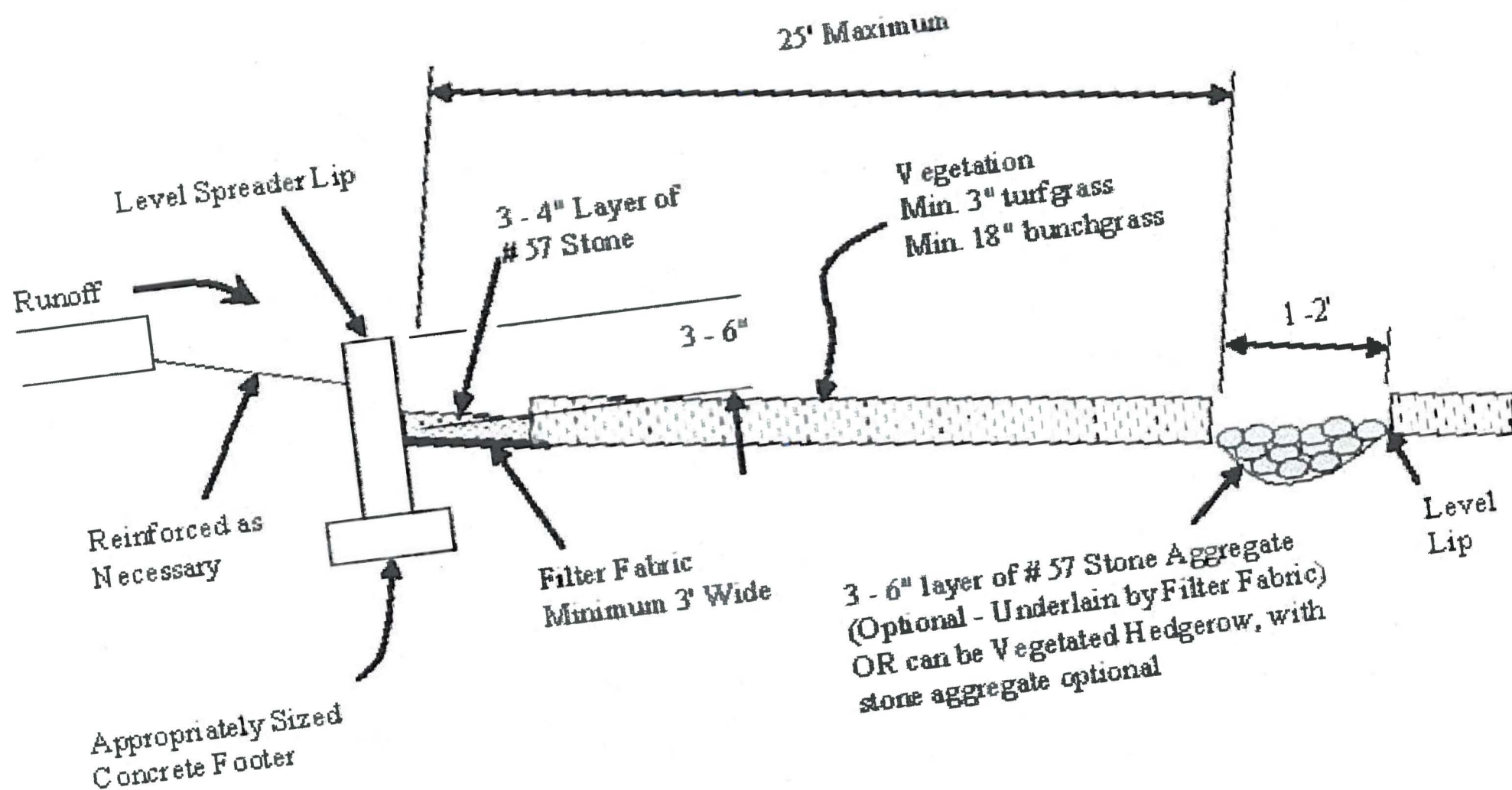
Plan View



Profile



Biofiltration Media Bed Detail



Attachment B

Equipment Inventory List

Company Name: _____

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(Own or will Purchase)

Contractor's Full Name: _____

Contractor's Signature: _____ Date: _____

ATTACHMENT "C"

Pond ID	Location	Case Number
50/56	8306 Maui Dr	C8-80-40.9(83)
53	7908 Nairn Dr	C8-83-112.01.1(85)
57	8212 Nairn Dr	C8-83-112.01.1(85)
59	7715 Islander Dr	C8-80-040.3
62	8005 Treehouse Ln	C8-80-40.8(82)
63	7803 Palacios Dr	C8-80-040.3
64	7805 Beckett Rd	C8-84-04.1
66	4400 Alexandria Dr	C8-80-40.6(81)
67	6801 W William Cannon Dr	C8-84-102.1A
72/76	6008 Oasis Dr	C8-85-156.04.1A
73/978	5611 Kayview Dr	C8-80-47.02.1
77	8314 Nairn Dr	C8-83-112.01.1(85)
78	3906 Alexandria Dr	C8-80-40.8(82)
79	6620 W William Cannon Dr	N/A
80/979	8301 Doe Meadow Dr	C8-80-47.03.1(84)
83	6300 Oasis Dr	C8-85-156.04
87/981	8033 Doe Meadow Dr	C8-80-47.01.1(83)
91	4914 Flaming Oak Cv	C8-76-58
95/96/100	8301 Copano Dr	C8-80-40.6(81)
97/982	7815 Kincheon Ct	C8-80-47.02.1
98	7717 Ponomia Trl	C8-84-04.1
99	7804 Nairn Dr	C8-83-112.01.1(85)
105	4200 Eskew Dr	C8-80-040.3
107	8207 Treehouse Ln	C8-80-40.8(82)
109	4207 Eskew Dr	C8-80-040.3
110	8112 Maui Dr	C8-80-40.9(83)
111	8100 Maui Dr	C8-80-040.3
114	7704 Brodie Ln	C8-73-126.01.1(82)
121	6203 Parkwood Dr	C8-AI-1305
126	7600 Woodstone Dr	C8-73-126.01.1(82)
135	6107 Blanco River Pass	C8-85-156.04.1A
152	3818 Arrow Dr	C8-80-40.8(82)
178	6333 Clarion Dr	C8-84-058.06.1A
187	7817 Cheno Cortina Trl	C8-85-156.05.1A
188	6421 Zadock Woods Dr	C8-85-156.07.1C
207	6732 Oasis Dr	C8-85-156.05.3B
230	3800 Idalia Dr	C8-89-0119.02.2A
252	5900 Kabaye Cv	C8-85-156.010.1B
260	8511 Copano Dr	C8-85-105.5B
265	6932 Robert Dixon Dr	C8-95-0119.1A
272	5769 Republic of Texas Blvd	C8-83-029.06.1A
278	9424 Bradner Dr	C8-94-0003.1A
288	8828 La Siesta Blvd	C814-85-015.1(86)A
299	8547 Copano Dr	C8-85-105.5B
305	7717 Kiva Dr	C8-84-04.1
316	9700 S Mopac Expy	N/A
321/509	5800 Back Bay Ct	C8-84-164(B)09.1A
331	6200 Clarion Dr	C8-84-058.06.1A

ATTACHMENT "C"

334	5620 Republic of Texas Blvd	C8-83-029.06.3A
349	5752 Republic of Texas Blvd	C8-95-0300.1B
419	2646 Winding Brook Dr	C8-94-0004.1A
434	5200 Corrientes Cv	C8-84-164.02(C)(92).2.
436	5806 Magee Bnd	C8-84-58.2(85)
437	7621 Shadowridge Run	C814-84-013.02.1B
439	6709 Telluride Trl	C814-84-013.02.1B
440	6725 Telluride Trl	C814-84-013.02.1B
469	7335 Pusch Ridge Loop	C8-92-0148-1A
475	5503 Davis Ln	C8-84-58.2B
482	5503 Davis Ln	C8-84-164.1
498	4717 Foster Ranch Rd	C8-95-0300.1B
501	8500 La Cresada Dr	C8-84-058.01.3A
510	1904 Real Catorce	C814-87-007.1A
512	2112 Cerca Viejo Way	C814-87-007.1A
520	8401 Escarpment Blvd	N/A
530	4708 Eagle Feather Dr	C8-83-029.06.3B
531	10300 Escarpment Blvd	C8-84-164.01.1(B)'86
565	12140 Tumbling Creek Trl	C8-94-0004.02.4A
574	8700 La Cresada Dr	C8-84-058.01.4B
578/579	12125 Battle Bridge Dr	C8-94-0004.2A
614/993	3902 Travis Country Cir	C8-00-0020.2B
633	6632 La Crosse Ave	C8-92-0077.4A
635/722	6700 Maelin Dr	C8-92-0077.4A
686	11104 Pairnoy Ln	C8-92-0077.051B
687/996	12301 Emerald Oaks Dr	C8-00-2126.1B
696	8700 Nandas Trl	C8-78-084.01.2B
705	6803 Hansa Loop	C8-92-0077.03.1B
711	5220 Scottish Thistle Dr	C8-84-164-02C.7A
731/732	7225 Magenta Ln	C8-92-0077.06.1A
769	10901 Cap Stone Dr	C8-02-0017.1B
1143	1030 Robert E Lee Rd	SPC-05-0020D

ATTACHMENT "D"

REFERENCES
2 PAGES

Form Instructions: **Please complete and return this form with the bid/quote.** The Quoter shall furnish references for at least three (3) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the two (2) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

SOLICITATION NUMBER: _____
VENDOR'S NAME: _____ **DATE:** _____

1. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Current Phone () - Fax () -
Project Name _____
Project Start Date (month/year) _____ Project End Date (month/year) _____
Project Size _____

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

2.

Company's Name	
Name of Contact	
Title of Contact	
Present Address	
City, State, Zip Code	
Current Phone	Fax
() -	() -
Project Name	
Project Start Date	Project End Date
(month/year) _____	(month/year) _____
Project Size	

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

3. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Current Phone () - Fax () - _____
 Project Name _____
 Project Start Date _____ Project End Date _____
 (month/year) (month/year)
 Project Size _____

Project Description

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

ATTACHMENT "E"

Pond ID	Address	Pond_Type	Frequency	Level	Comments	VCP_Area	1st Cut	2nd Cut	3rd Cut	4th Cut
50	8306 Maui Dr	Sedimentation/Sand Filtration	4	2	Includes pond 56	28,332	Oct-Nov	Mar-Apr	May-June	July-Aug
53	7908 Nairn Dr	Filtration Only	4	2		14,701	Oct-Nov	Mar-Apr	May-June	July-Aug
57	8212 Nairn Dr	Sedimentation/Sand Filtration	4	2		29,973	Oct-Nov	Mar-Apr	May-June	July-Aug
59	7715 Islander Dr	Sedimentation Only	4	2		39,274	Oct-Nov	Mar-Apr	May-June	July-Aug
62	8005 Treehouse Ln	Sedimentation/Sand Filtration	4	2		12,231	Oct-Nov	Mar-Apr	May-June	July-Aug
63	7803 Palacios Dr	Sedimentation Only	3	2		27,042	Oct-Nov	No Mow	May-June	July-Aug
64	7805 Beckett Rd	Sedimentation/Sand Filtration	4	2		8,358	Oct-Nov	Mar-Apr	May-June	July-Aug
66	4400 Alexandria Dr	Sedimentation/Sand Filtration	4	2		14,554	Oct-Nov	Mar-Apr	May-June	July-Aug
67	6801 W William Cannon Dr	Sedimentation/Sand Filtration	4	2		52,108	Oct-Nov	Mar-Apr	May-June	July-Aug
72	6008 Oasis Dr	Sedimentation/Sand Filtration	4	2	Includes pond 76.	51,987	Oct-Nov	Mar-Apr	May-June	July-Aug
73	5611 Kayview Dr	Sedimentation/Sand Filtration	4	2	Includes 978	91,215	Oct-Nov	Mar-Apr	May-June	July-Aug
77	8314 Nairn Dr	Sedimentation/Sand Filtration	4	2		12,374	Oct-Nov	Mar-Apr	May-June	July-Aug
78	3906 Alexandria Dr	Sedimentation/Sand Filtration	4	2		7,823	Oct-Nov	Mar-Apr	May-June	July-Aug
79	6620 W William Cannon Dr	Sedimentation/Sand Filtration	4	2		11,631	Oct-Nov	Mar-Apr	May-June	July-Aug
80	8301 Doe Meadow Dr	Sedimentation/Sand Filtration	4	2	Includes 979	55,393	Oct-Nov	Mar-Apr	May-June	July-Aug
83	6300 Oasis Dr	Sedimentation/Sand Filtration	4	2		16,396	Oct-Nov	Mar-Apr	May-June	July-Aug
87	8033 Doe Meadow Dr	Sedimentation/Sand Filtration	4	2	Includes 981.	163,306	Oct-Nov	Mar-Apr	May-June	July-Aug
91	4914 Flaming Oak Cv	Sedimentation Only	4	2		52,939	Oct-Nov	Mar-Apr	May-June	July-Aug
95	8301 Copano Dr	Sedimentation/Sand Filtration	4	2	Includes ponds 100 and 96.	87,154	Oct-Nov	Mar-Apr	May-June	July-Aug
97	7815 Kincheon Ct	Sedimentation/Sand Filtration	4	2	Includes 982	20,924	Oct-Nov	Mar-Apr	May-June	July-Aug
98	7717 Ponomo Trl	Sedimentation/Sand Filtration	4	2		14,657	Oct-Nov	Mar-Apr	May-June	July-Aug
99	7804 Nairn Dr	Filtration Only	4	2		12,020	Oct-Nov	Mar-Apr	May-June	July-Aug
105	4200 Eskew Dr	Sedimentation Only	4	2		14,709	Oct-Nov	Mar-Apr	May-June	July-Aug
107	8207 Treehouse Ln	Sedimentation/Sand Filtration	4	2		10,856	Oct-Nov	Mar-Apr	May-June	July-Aug
109	4207 Eskew Dr	Sedimentation Only	4	2		8,002	Oct-Nov	Mar-Apr	May-June	July-Aug
110	8112 Maui Dr	Filtration Only	4	2		23,084	Oct-Nov	Mar-Apr	May-June	July-Aug
111	8100 Maui Dr	Sedimentation Only	4	2		11,416	Oct-Nov	Mar-Apr	May-June	July-Aug
114	7704 Brodie Ln	Filtration Only	4	2		9,298	Oct-Nov	Mar-Apr	May-June	July-Aug
121	6203 Parkwood Dr	Flood Detention	4	1		42,870	Oct-Nov	Mar-Apr	May-June	July-Aug
126	7600 Woodstone Dr	Filtration Only	4	2		2,649	Oct-Nov	Mar-Apr	May-June	July-Aug
135	6107 Blanco River Pass	Sedimentation/Sand Filtration	4	2		25,156	Oct-Nov	Mar-Apr	May-June	July-Aug
152	3818 Arrow Dr	Sedimentation/Sand Filtration	4	2		12,473	Oct-Nov	Mar-Apr	May-June	July-Aug
178	6333 Clarion Dr	Sedimentation/Sand Filtration	4	2		11,968	Oct-Nov	Mar-Apr	May-June	July-Aug
187	7817 Cheno Cortina Trl	Sedimentation/Sand Filtration	4	2		32,886	Oct-Nov	Mar-Apr	May-June	July-Aug
188	6421 Zadock Woods Dr	Sedimentation/Sand Filtration	4	2		16,651	Oct-Nov	Mar-Apr	May-June	July-Aug
207	6732 Oasis Dr	Sedimentation/Sand Filtration	4	2		30,471	Oct-Nov	Mar-Apr	May-June	July-Aug

ATTACHMENT "E"

Pond ID	Address	Pond_Type	Frequency	Level	Comments	VCP_Area	1st Cut	2nd Cut	3rd Cut	4th Cut
230	3800 Idalia Dr	Sedimentation/Sand Filtration	4	2		41,122	Oct-Nov	Mar-Apr	May-June	July-Aug
252	5900 Kabaye Cv	Sedimentation/Sand Filtration	4	2		16,822	Oct-Nov	Mar-Apr	May-June	July-Aug
260	8511 Copano Dr	Sedimentation/Sand Filtration	4	2		41,799	Oct-Nov	Mar-Apr	May-June	July-Aug
265	6932 Robert Dixon Dr	Sedimentation/Sand Filtration	4	2		51,334	Oct-Nov	Mar-Apr	May-June	July-Aug
272	5769 Republic of Texas Blvd	Sedimentation/Sand Filtration	3	2		49,801	Oct-Nov	No Mow	May-June	July-Aug
278	9424 Bradner Dr	Sedimentation only	3	2		213,397	Oct-Nov	No Mow	May-June	July-Aug
288	8828 La Siesta Blvd	Sedimentation/Sand Filtration	4	2		18,711	Oct-Nov	Mar-Apr	May-June	July-Aug
299	8547 Copano Dr	Sedimentation/Sand Filtration	4	2		22,318	Oct-Nov	Mar-Apr	May-June	July-Aug
305	7717 Kiva Dr	Sedimentation/Sand Filtration	4	2		9,932	Oct-Nov	Mar-Apr	May-June	July-Aug
316	9700 S Mopac Expy	Sedimentation/Sand Filtration	4	2		76,373	Oct-Nov	Mar-Apr	May-June	July-Aug
321	5800 Back Bay Ct	Sedimentation/Sand Filtration	4	2	Includes 509	102,011	Oct-Nov	Mar-Apr	May-June	July-Aug
331	6200 Clarion Dr	Sedimentation/Sand Filtration	4	2		15,946	Oct-Nov	Mar-Apr	May-June	July-Aug
334	5620 Republic of Texas Blvd	Sedimentation/Sand Filtration	4	2		26,917	Oct-Nov	Mar-Apr	May-June	July-Aug
349	5752 Republic of Texas Blvd	Sedimenation/Sand Filtration	3	2	Wildflowers Includes pond 98	163,597	Oct-Nov	No Mow	May-June	July-Aug
419	2646 Winding Brook Dr	Sedimentation Only	4	2		22,231	Oct-Nov	Mar-Apr	May-June	July-Aug
434	5200 Corrientes Cv	Sedimentation/Sand Filtration	4	2		83,472	Oct-Nov	Mar-Apr	May-June	July-Aug
436	5806 Magee Bnd	Sedimentation/Sand Filtration	4	2		32,318	Oct-Nov	Mar-Apr	May-June	July-Aug
437	7621 Shadowridge Run	Sedimentation/Sand Filtration	4	2		11,816	Oct-Nov	Mar-Apr	May-June	July-Aug
439	6709 Telluride Trl	Sedimentation/Sand Filtration	4	2		13,772	Oct-Nov	Mar-Apr	May-June	July-Aug
440	6725 Telluride Trl	Sedimentation/Sand Filtration	4	2		5,576	Oct-Nov	Mar-Apr	May-June	July-Aug
469	7335 Pusch Ridge Loop	Retention/Irrigation	3	2	Wildflower Location	73,600	Oct-Nov	No Mow	May-June	July-Aug
475	5503 Davis Ln	Sedimentation/Sand Filtration	4	2	Includes 477	34,253	Oct-Nov	Mar-Apr	May-June	July-Aug
482	5503 Davis Ln	Sedimentation/Sand Filtration	4	2		18,506	Oct-Nov	Mar-Apr	May-June	July-Aug
498	4717 Foster Ranch Rd	Sedimentation/Sand Filtration	3	2	Wildflowers Includes pond 99	61,998	Oct-Nov	No Mow	May-June	July-Aug
501	8500 La Cresada Dr	Sedimentation/Sand Filtration	4	2		10,285	Oct-Nov	Mar-Apr	May-June	July-Aug
510	1904 Real Catorce	Retention/Irrigation	4	2		2,135	Oct-Nov	Mar-Apr	May-June	July-Aug
512	2112 Cerca Viejo Way	Retention/Irrigation	4	2		3,226	Oct-Nov	Mar-Apr	May-June	July-Aug
520	8401 Escarpment Blvd	Sedimentation/Sand Filtration	4	2		3,499	Oct-Nov	Mar-Apr	May-June	July-Aug
530	4708 Eagle Feather Dr	Sedimentation/Sand Fitratio	3	2		31,816	Oct-Nov	No Mow	May-June	July-Aug
531	10300 Escarpment Blvd	Sedimentation/Sand Filtration	4	2		5,911	Oct-Nov	Mar-Apr	May-June	July-Aug
565	12140 Tumbling Creek Trl	Sedimentation Only	4	2		25,413	Oct-Nov	Mar-Apr	May-June	July-Aug
574	8700 La Cresada Dr	Sedimentation/Sand Filtration	4	2		18,616	Oct-Nov	Mar-Apr	May-June	July-Aug
578	12125 Battle Bridge Dr	Sedimentation Only	4	2	Includes pond 579	242,259	Oct-Nov	Mar-Apr	May-June	July-Aug
614	3902 Travis Country Cir	Sedimentation/Sand Filtration	4	2	Includes 993	143,863	Oct-Nov	Mar-Apr	May-June	July-Aug
633	6632 La Crosse Ave	Retention/Irrigation	4	2		26,303	Oct-Nov	Mar-Apr	May-June	July-Aug
635	6700 Maelin Dr	Retention/Irrigation	4	2	Includes 722	156,685	Oct-Nov	Mar-Apr	May-June	July-Aug

ATTACHMENT "E"

Pond ID	Address	Pond_Type	Frequency	Level	Comments	VCP_Area	1st Cut	2nd Cut	3rd Cut	4th Cut
686	11104 Pairnoy Ln	Retention Irrigation	4	2		88,285	Oct-Nov	Mar-Apr	May-June	July-Aug
687	12301 Emerald Oaks Dr	Sedimentation/Sand Filtration	4	2	Includes pond 996	97,599	Oct-Nov	Mar-Apr	May-June	July-Aug
696	8700 Nandas Trl	Sedimentation/Sand Filtration	4	2		14,553	Oct-Nov	Mar-Apr	May-June	July-Aug
705	6803 Hansa Loop	Retention Irrigation	4	2		98,233	Oct-Nov	Mar-Apr	May-June	July-Aug
711	5220 Scottish Thistle Dr	Sedimentation/Sand Filtration	4	2		46,854	Oct-Nov	Mar-Apr	May-June	July-Aug
731	7225 Magenta Ln	Retention/Irrigation	4	2	Includes 732	54,093	Oct-Nov	Mar-Apr	May-June	July-Aug
769	10901 Cap Stone Dr	Retention Irrigation	4	2		81,777	Oct-Nov	Mar-Apr	May-June	July-Aug
1143	1030 Robert E Lee Rd	Sedimentation/Sand Filtration	3	2	Warranty period over July 201	49,138	Oct-Nov	No Mow	May-June	July-Aug
					Total sq ft	3,485,046				

**INVITATION FOR BID-BEST VALUE ADDENDUM
CITY OF AUSTIN
WATERSHED PROTECTION DEPARTMENT**

Solicitation No. SDC0179

Addendum No. 1

Date: 7/12/12

This addendum is to incorporate the following changes into the above specified solicitation.

1.0 Section 0500, Specification

Replace the following paragraphs in their entirety:

- 4.3 It is anticipated that the actual requirement for herbicide usage will be minor (e.g., on tree stumps or poison ivy patches in gabion baskets.) No herbicides or pesticides shall be used, ~~unless specifically listed below,~~ without the prior written consent of the City.
- 4.3.1 Active ingredients approved by the City: Imazamox, Glyphosate, and Triclopyr.
- 4.3.2 Prior to the start of the landscape maintenance, Contractor shall submit in writing a list of all chemicals proposed for use.
- 4.3.3 The entire process of chemical application shall be made under the supervision of a Licensed Pesticide Applicator certified by the Structural Pest Control Board.
- 5.1.2 Mowing and mulching vegetation to the edge of each pond, and 20 feet beyond the toe of a dam;
- 5.2 Some of the work areas are sloped, with a significant grade, or on uneven terrain that may be difficult to access with large mechanical equipment. The City prefers that vegetation in the sand beds be removed by hand unless the vegetation is wide-spread grass which shall be mown. The required work may require using the following equipment:
- 5.2.1 Hand-held manual tools or saws;
- 5.2.2 Weed eaters;
- 5.2.3 Manual, push type, or riding mowers;
- 5.2.4 Small tractors equipped with mowing and/or mulching ~~raking~~ attachments.
- 5.3 Prior to mowing, the Contractor shall remove all trash and debris and dispose of it properly at an accredited landfill or other facility approved in advance by the City. Debris shall be vegetation and woody debris only and not sediment. It is anticipated that such debris will have a minor presence only. If Contractor discovers larger debris/trash (e.g., couch, fallen tree), they shall immediately contact the City to make

arrangements for its removal by the City. If a dead animal is discovered, Contractor shall notify the City's "311" center to arrange for its removal.

- 5.8 Contractor shall remove nuisance/exotic vegetation, and trees less than 8" in diameter, either by using a Weed Wrench, or by cutting and treating the stems/stumps. It is preferred to remove the vegetation by the roots if possible, especially on trees with a diameter of 2" or less. Cut vegetation shall immediately be removed to a City approved landfill or other approved location.

Add the following paragraphs in their entirety:

- 5.12 If the Contractor discovers a Creek Buffer Pond in a problematic condition, they shall immediately cease work and contact the City for instructions, sending photographs that clearly display the situation.

- 9.5 The Contractor can determine the order in which the Creek Buffer Ponds are serviced. However, the City may prioritize a specific pond, and the Contractor shall complete the work there within 5 working days of notification.

Add Attachment "F" (1 page) is hereby included in this solicitation, and is an example of the City's Pesticide Application Tracking Log.

2.0 Section 0600, Bid Sheet

Replaced in its entirety by the SDC01790600 Revised Bid Sheet (7/11/12)

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above-referenced Solicitation.

Approved by: Steve Cocke
Steve Cocke, Buyer II

Receipt Acknowledged By:

_____	_____	_____
Firm's Name	Authorized Signature	Date

Return one (1) copy to the Purchasing Office, City of Austin, Texas Prior to submittal or with your sealed bid. **FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.**

Request for Proposals
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID-BEST VALUE

RFP No.: SDC0179

Addendum No. 2

Date of Addendum: July 19, 2012

1.0 The bid due date and time has been extended to July 27, 2012 @ 10:00 A.M.

2.0 All other terms and conditions will remain the same

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid Best Value.

APPROVED BY: Steve Cocke
Steve Cocke, Buyer II
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, steven.cocke@austintexas.gov. **A Pre-Bid Conference will be held on July 11, 2012 @ 10:00 A.M., at the City of Austin, Purchasing Office (Municipal Building) 124 W 8th Street Rm 310., Austin, Texas 78701.**

2. **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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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.

3. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

THIS IS A 36 MONTH CONTRACT.

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

4. 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.

The City reserves the right to add or remove locations at its discretion.

5. DELIVERY REQUIREMENTS

- A. Work shall be completed at each pond within 5 consecutive days from start, three to four times each year as per Attachment "E" to the Specification, Section 0500.
- B. Unless requested by the City, service shall not be performed on City-recognized legal holidays (see paragraph 52 in Section 0300) or during weekends.

6. 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 shall include proof of disposal costs and copies of herbicide application logs.** 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	City of Austin: Watershed Protection
Attn:	Accounts Payable
Address	505 Barton Springs Rd., 12 th Floor
City, State Zip Code	Austin, Texas 78704

- 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.

7. 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.

- 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.

8. 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;
 - 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**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City **MAY** provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. ECONOMIC PRICE ADJUSTMENT

- 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) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - 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 or negotiate an acceptable increase with the City.
 - 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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) 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. Price decrease offers may also be subject to negotiation.
- 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.

11. 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.

12. CONTRACT MANAGER

For non-administrative issues, the City's Contract Managers shall be:

Angela Gallardo
Watershed Protection Department
Office (512) 974-2702, Cell 512-940-6225

ADMINISTRATIVE LIAISON

For administrative issues, The City's Administrative Liaison shall be:

Donna Lee Bliss, Senior Contract Compliance
Watershed Protection Department
(512) 974-2530
donna-lee.bliss@ci.austin.tx.us

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

*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
PURCHASING SPECIFICATIONS
FOR
VEGETATION CONTROL OF CREEK BUFFER PONDS**

1.0 PURPOSE

- 1.1. The City of Austin, Watershed Protection Department, Field Operations Division, hereinafter referred to as “the City”, seeks bids from qualified service providers, hereinafter referred to as the “Contractor”, in response to this solicitation. The solicitation includes vegetation control services and debris removal in and around the water quality transition zones and critical water quality zone creek buffer ponds and their maintenance access areas located throughout the City of Austin, hereinafter referred to as the “Creek Buffer Ponds”. Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverable under the terms of this solicitation.
- 1.2 This solicitation shall ensure proper vegetative maintenance of Creek Buffer Ponds and surrounding areas. The Contractor shall provide professional maintenance services, minimizing negative environmental impacts, and utilizing the safest possible equipment and techniques in order to minimize the risk of injury to persons, infrastructure, and properties in and around the ponds.

DATE	PREPARED BY	ISSUANCE/ REVISION	DEPARTMENT APPROVALS	
			USING	PURCHASING
7/20/10	Donna Lee Bliss/Angela Gallardo	Issuance	WP	
3/8/11	Donna Lee Bliss	Revision	WP	
6/6/12	Donna Lee Bliss/Angela Gallardo	Revision	WP	

2.0 APPLICABLE SPECIFICATIONS

- 2.1 ANSI A300, “Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance”
- 2.2 ANSI Z133.1, “Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements”
- 2.3 Texas Nursery and Landscape Association’s (TNLA) Texas Certified Landscape Professional Manual.
- 2.4 City of Austin Environmental Regulations and other applicable Federal, state and local ordinances and laws.
- 2.5 All of the Successful Contractor’s operations shall comply with the drawings in **Attachment “A,”** and the City’s “IPM plan Level 2 maintenance guidelines, located at the below link:
- <http://www.ci.austin.tx.us/growgreen/ipm.htm>
- 2.6 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, Federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect on the date of this Contract.
- 2.7 All of the Successful Contractor’s operations shall comply with all Federal, state, and county laws or regulations, and with applicable ordinances of the City, including all safety and environmental laws. Any regulation not specifically stated in this solicitation, but clearly necessary for performance of the work under any resulting Contract, is included.

- 2.8 All the codes, specifications, or standards referred to, except as modified in these Specifications, shall have full force and effect as though printed in the Specifications. Such specifications and standards are not furnished to bidders, since manufacturers and trades involved are assumed to be familiar with their requirements. The City shall furnish, upon request, information as to how copies of the specifications and standards referred to may be obtained.

3.0 OVERVIEW

- 3.1 Creek Buffer Ponds do not have a permanent pool of water. They are designed to capture and treat stormwater runoff to allow settling of suspended solids and removal of pollutants, or to slow the flow of flooding stormwater. The City of Austin Environmental Criteria Manual, section 1.6.3 has expanded recommendations:

[http://austintech.amlegal.com/nxt/gateway.dll/Texas/environ/cityofaustintexasenvironmentalcriteriama?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin_environment\\$anc](http://austintech.amlegal.com/nxt/gateway.dll/Texas/environ/cityofaustintexasenvironmentalcriteriama?f=templates$fn=default.htm$3.0$vid=amlegal:austin_environment$anc)

Attachment "C" contains list of the Ponds, including any know construction permit number. A diagram of each Creek Buffer Pond's construction design, including vegetation and liner information is available at this website:

https://www.ci.austin.tx.us/devreview/a_queryfolder_permits.jsp

- 3.2 This contract covers a variety of pond types located in particularly sensitive areas; many discharge directly into creeks. Creek Buffer Pond types in this contract are defined below:
- 3.2.1 Filtration Only- this type of pond has sand beds through which stormwater filters before reaching a network of perforated pipes.
 - 3.2.2 Retention/Irrigation- this type of pond is built in the Barton Springs Zone, an environmentally sensitive area. Captured stormwater is pumped back out through an irrigation system over natural areas adjacent to the pond.
 - 3.2.3 Sedimentation/Sand Filtration- These ponds have a sedimentation basin that capture larger debris before stormwater moves over to the filtration basin. This pond type will often be attached by a concrete splitter box to a flood detention basin.
 - 3.2.4 Flood Detention- this last type of pond provides flood control by slowing down stormwater at the point it exits the Creek Buffer Ponds' outlets.
- 3.3 The Creek Buffer Ponds total approximately 3,453,382 square feet, the area to include the pond itself and the surrounding area.
- 3.4 The City reserves the right to periodically add another pond to the scope.
- 3.5 A scheduled visit may be cancelled with reasonable notification as determined by the City.

4.0 CONTRACTOR REQUIREMENTS

- 4.1 In most cases, an access drive is available to each Creek Buffer Pond, for parking vehicles. However, at Creek Buffer Ponds that do not have a sufficient access drive, the Contractor shall post temporary warning signs around their vehicles that they park on the streets.
- 4.2 Unless otherwise provided herein or agreed in advance by the City in writing, Contractor shall provide and pay for all materials, equipment, labor, transportation, machinery, tools (including those necessary to make minor repairs and adjustments at the work site, and those necessary to clean-up the work site), fuel, telephone, power, and all other things necessary to perform the work in accordance with the Contract Documents.

- 4.3 No herbicides or pesticides shall be used, unless specifically listed below, without the prior written consent of the City.
 - 4.3.1 Active ingredients approved by the City: Imazamox, Glyphosate, and Triclopyr.
 - 4.3.2 Prior to the start of the landscape maintenance, Contractor shall submit in writing a list of all chemicals proposed for use.
 - 4.3.3 The entire process of chemical application shall be made under the supervision of a Licensed Pesticide Applicator certified by the Structural Pest Control Board.
- 4.4 Work performed under this solicitation shall not be subcontracted without prior written consent of the City. Even though no goals have been established for this solicitation, Contractor is required to comply with the City's M/WBE procurement program if areas of subcontracting are identified. See attached Form 0900.
- 4.5 Contractor shall avoid unnecessary interference with concurrent activities of other Contractors and City staff at the work site. Contractor shall not interfere with the use of public and private roads, and shall provide and maintain suitable detours or other temporary expedients if necessary. Contractor shall conduct the work in a manner to avoid unnecessary noise and other disturbance, and shall cooperate with other occupants of the premises.
- 4.6 Contractor and its employees shall not solicit work or prune, remove, or perform any other work on trees, or remove any brush, under any resulting contract at the request of any party other than City, including, but not limited to, any property owner, without the prior consent of Owner. Any solicitation of work or any vegetation management for entities other than the City shall occur outside of the regular working hours specified below, and may not occur where there may be a conflict of interest with any resulting Contract.
- 4.7 The City prefers Contractors who demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City. Contractor shall complete and include in their bid submittal **Attachment "B"**, Equipment Inventory List.
- 4.8 By signing the Contract, the Contractor agrees to conscientiously review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals that are potentially harmful to the community. Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.
- 4.9 The Contractor shall establish and demonstrate their landscaping and maintenance practices limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this Contract.
- 4.10 As superior (adequately designed and cost competitive) commercial-grade maintenance, landscaping, and mowing equipment become available in the future (propane, natural gas, bio-diesel, manual, electric, etc.), the City reserves the right to require the Contractor to upgrade immediately to the environmentally preferable technology for the remaining term of the Contract.

5.0 PERFORMANCE SPECIFICATIONS

- 5.1 Contractor shall furnish all materials, labor, equipment and horticultural supervision required to perform the work at the Creek Buffer Ponds leaving them in an acceptable condition, in accordance with this specification and its attachments. Using the limits established in the attached drawings listed in **Attachment “C”** and located at:

ftp://ftp.ci.austin.tx.us/Attach_A_Creek_Buffer_Ponds/WQTZ_VCP/

Work shall include but not be limited to:

- 5.1.1 Debris, trash and litter removal;
 - 5.1.2 Mowing and mulching vegetation;
 - 5.1.3 Removal of trees less than 8 inches in diameter, saplings, and other unwanted vegetation, and treatment of the stump with an City-approved herbicide. Contractor shall have the first 12 months of any resulting contract to complete this task.
- 5.2 Some of the work areas are sloped, with a significant grade, or on uneven terrain that may be difficult to access with large mechanical equipment. The required work may require using the following equipment:
- 5.2.1 Hand-held manual tools or saws;
 - 5.2.2 Weed eaters;
 - 5.2.3 Manual, push type, or riding mowers;
 - 5.2.4 Small tractors equipped with mowing and/or raking attachments.
- 5.3 Prior to mowing, the Contractor shall remove all trash and debris and dispose of it properly at an accredited landfill or other facility approved in advance by the City. It is anticipated that such debris will have a minor presence only. If Contractor discovers larger debris/trash (e.g., couch, fallen tree), they shall immediately contact the City to make arrangements for its removal. If a dead animal is discovered, Contractor shall notify the City's "311" center to arrange for its removal.
- 5.4 Contractor shall cut all turf-grass areas on the slopes, dam, and access area to a height **not lower than 4 inches**. Surrounding areas that are less than or equal to 10 feet from the street shall be cut not lower than 3 inches. At a minimum, the Ponds shall be cut three times per contract-year. On a case by case basis, some areas in the Ponds shall be cut approximate twice per contract-year to allow the medium/tall herbaceous native plants reach maturity. This will be at the discretion of the Project Manager.
- 5.5 Cut vegetation for the ponds (water quality) described in 3.2.1, 3.2.2, and 3.2.3 shall be mulched until pieces are no longer than 2 inches, and evenly distributed in place. Cut vegetation for the ponds (detention) described in 3.2.4 need not to be mulched down to 2 inches, but shall be left in place, evenly distributed as to not inhibit growth of the vegetation underneath.
- 5.6 Contractor **shall not enter any saturated area** (area wherein equipment will leave ruts) with any **equipment heavier than weed eaters**. Use of heavier equipment will likely tear up the Pond's floor, resulting in **sizeable** repair expenses. The City reserves the right to seek remedy from the Contractor for full reimbursement of the cost to rehabilitate any area so damaged.
- 5.7 Contractor shall provide proof that brush and/or trash are being disposed of in an appropriate manner. If the material is disposed of in a landfill, the Contractor shall attach the receipt(s) to their monthly invoice. If organic materials are disposed of at a compost site managed by the Contractor, this site shall be made available for periodic City inspection.

- 5.8 Contractor shall remove nuisance/exotic vegetation, and trees less than 8" in diameter, either by using a Weed Wrench, or by cutting and treating the stems/stumps. It is preferred to remove the vegetation by the roots if possible. Cut vegetation shall immediately be removed to a City approved landfill or other approved location.
- 5.9 Contractor shall treat stumps with an herbicide approved of by the City to prevent re-sprouting. Application of herbicide shall be done carefully and shall avoid contact with nearby water. Contractor shall not use the herbicide if rainfall is expected within forty-eight (48) hours by the National Weather Service, or if wind speed is greater than 8 miles per hour. The herbicide shall contact the weeds only, and shall not impact adjacent desirable vegetation or contact nearby water.
- 5.10 All trees uprooted or cut down shall be disposed of as specified in paragraph 5.8 above.
- 5.11 At arrival and upon completion of each visit to an individual Creek Buffer Pond, the Contractor shall take before and after photos of the site that clearly show the work accomplished, and provide the photos electronically to the City prior to issuance of an invoice.

6.0 SAFETY

- 6.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury or loss to all persons and property that may be affected by the work.
- 6.2 Contractor shall comply with all applicable Federal, state and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- 6.3 Contractor shall prepare and deliver to City only upon request, a safety work plan to be used by Contractor. Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.
- 6.4 Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 6.5 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.
- 6.6 If there is an accident involving injury to any individual on or near the work, Contractor shall notify the City immediately by phone or radio of the incident after insuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to the City within forty-eight (48) hours of the event.

7.0 CONTRACTOR'S PERSONNEL

- 7.1 Contractor employees shall wear safety vests, protective glasses, and any other OSHA required safety equipment.

- 7.2 Contractor shall satisfy the City that the Contractor has a number of employees necessary to satisfactorily perform the work according to the schedule.
- 7.3 Contractor shall use supervisory personnel experienced in vegetation control services to ensure all work is completed in accordance with specifications. All personnel performing under this contract shall be direct employees of the Contractor.
- 7.4 Supervisor(s) shall be able to speak, read and write English. Supervisor shall report any problems or concerns directly to the City.
- 7.5 All crewmembers shall be adequately trained, and at all times supervised by an English-speaking crew leader.
- 7.6 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be marked on an outer garment, or worn on the outer garment.
- 7.7 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

8.0 CONTRACTOR'S REQUIREMENTS

- 8.1 Contractor shall provide all labor, parts, equipment, materials, tools, supervision and transportation required to successfully perform the services described herein.
- 8.2 All equipment utilized by Contractor to perform the work shall be maintained in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All gasoline cans shall be OSHA approved.
- 8.3 The City reserves the right to inspect the Contractor's equipment at any time prior to award of this Contract or during the Contract term. Any equipment deemed unacceptable by the City for failures that include, but not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit. Failure to provide suitable equipment for completing each visit within the required schedule may be grounds for termination of this contract. The Contractor's equipment shall not be stored on City property at any time.
- 8.4 Copies of herbicide application records shall be included with invoices.
- 8.5 Contractor shall make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies to be directed away from nearby vehicles and buildings. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or nearby vehicles.
- 8.6 **IMMEDIATELY** upon discovery of suspected hazardous waste spills or any hazardous situation, condition, or structure the Contractor shall contact the **City's Spills & Complaints Program at (512) 974-2550.**
- 8.7 Contractor shall report to the City, within two (2) hours of occurrence, of any damage done by Contractor's employees to City or private property. Damage to property or loss of vegetation, shall be repaired or replaced by the Contractor at no cost to the City, and within a period of time that is satisfactory to the City.
- 8.8 Contractor shall properly dispose of used and contaminated lubricants, packaging materials, and filters. Costs for disposal fees shall be included in the cost of the services bid and not charged separately on an invoice. The Contractor shall provide the City, upon request, an affidavit declaring that all used and contaminated lubricants and filters were properly disposed.

- 8.9 Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone, and/or pager number for accessibility. The SPOC shall be able to speak, read and write English. A space on the Bid Sheet is available for this purpose. SPOC shall return City phone calls within one (1) hour of receipt during business hours.
- 8.10 Contractor shall submit with this bid at least three (3) references for provision of this or similar services within the past three (3) years. Please use **Attachment "D"** provided for this purpose. References provided shall be current, and not be an immediate family member of Contractor, nor any employee of Contractor.
- 8.11 Contractor shall supply proof in their bid submittal, of any pesticide/herbicide application certification(s) for any direct employees.
- 8.12 The Successful Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract, as indicated in the Invoices and Payment Provision in Section 0400.

9.0 SCHEDULE AND WORK HOURS

- 9.1 Contractor shall begin work within fourteen (14) calendar days of notification of contract award, or as otherwise mutually determined by the City and the Contractor.
- 9.2 The Creek Buffer Ponds shall be visited 3-4 times per year, as per the Information and Cut Schedule, **Attachment "E."**
- 9.3 Contractor shall have up to five (5) consecutive business days to complete each site. Contractor shall notify City if inclement weather interferes with the timely completion of the work
- 9.4 Work shall be performed Monday through Friday, 8:00am to 4:00pm, excluding City Holidays. No work shall be performed after hours or on weekends without prior approval by the City. A few of the ponds may have further restrictions on the hours allowed (e.g., in a school zone.)

10.0 INDEPENDENT CONTRACTOR

The Contractor shall act as an independent contractor, not as an agent of the City, and shall be responsible for compliance with regulatory requirements and services provided. The services performed by the Contractor shall be subject to City's review, inspection, and approval, but the detailed manner and method of performance shall be under the control of the Contractor. The accuracy, completeness, and application of proper methods are entirely the responsibility of Contractor.

11.0 ACCEPTANCE OF WORK

- 11.1 All work produced under the terms of this Invitation for Bid, and any resulting contract shall be in accordance with the specifications detailed in this solicitation.
- 11.2 All work is subject to review and acceptance by the Contract Manager prior to payment of Contractor's invoice. Contractor shall transmit electronic files of the "before" and "after" photos prior to invoice submittal. All landfill tickets shall be attached to invoices, as appropriate.

12.0 ERRORS OR AMBIGUITIES

The Contractor shall report any errors or ambiguities in the Specifications or any work order or assignment to the Owner as soon as detected. The City shall issue a clarification or interpretation that shall be definitive.

13.0 TERMINATION OF CONTRACT

The City reserves the right, at its discretion, to terminate the Contract or suspend the Contractor for the following specific contract violations. Any violations omitted from this section that clearly impair the performance of this Contract, or that creates an unsafe or hostile work environment, may also lead to Contract termination.

- 13.1 The City reserves the right, to terminate the Contract when Contractor fails to complete work within the specified time period exceeding more than two occurrences per quarter.
- 13.2 Termination of Contract may result from the Contractor's failure to take timely corrective action deemed necessary by the City for work to be performed in a manner that is consistent with the contract documents and specifications.
- 13.3 Failure to suspend an employee from work on this contract who has any substantiated complaint involving criminal acts, theft, alcohol or chemical abuse, abusive or threatening language, harassment, or injury to persons or damage to public or private property due to negligence, or any other violation of law or City policy.
- 13.4 Failure of the Contractor to ensure that any public or private property served through this Contract is unencumbered by a mechanic's lien due to Contractor's failure to pay any or all debts incurred under this Contract is grounds for termination and the City shall be held harmless.
- 13.5 Failure of the Contractor to provide proof of required insurance, and failure to keep all required insurance in force at the required minimums throughout the term of the Contract, is sufficient grounds for Contract Termination.

14.0 EVALUATION CRITERIA Evaluation of all the Bids received for this solicitation will be made in a comparative manner to determine which Bids offer the best value to the City of Austin.

- 14.1 Cost (51 points) Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points.
- 14.2 Equipment List, Attachment "B" (10 points) low emissions equipment, alternative fuel, electric power, and equipment manufactured on or after 2007 with low emissions profile is HIGHLY PREFERRED. Examples of alternative fuels include propane, natural gas, bio-diesel, and electric.
- 14.3 Company and Employee Certifications, Education, and Experience (29 points) The below items can be demonstrated with resumes of the owner and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available.
 - 14.3.1 Documented personnel experience and professional certifications.
 - 14.3.2 Demonstrable expertise regarding native plants, green gardening, green roof, grow green, Texas Landscape Professional Certification (TLCP), or arborist certifications.
 - 14.3.3 Business longevity, maintenance portfolio, association memberships.
 - 14.3.4 References listed on **Attachment "D"**.

14.4 Local Business Presence (10 points)

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder 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. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: CREEK BUFFER POND VEGETATION MAINTENANCE
REVISED 7/11/12

BID NO. IFBBV-SDC0179 RX NO. 6300-12060600393 DATE: 6/25/2012 BUYER: Steve Cocke
Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies
Special Instructions: Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all require information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified.

THIS IS A 36 MONTH CONTRACT WITH THREE 12-MONTH OPTIONS TO EXTEND. FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.
--

EVALUATION CRITERIA FOR COST (51 POINTS)				
1.0 Bidder submits the following prices for the following items below as described in the attached specification.				
<u>Line No.</u>	<u>Description</u>	<u>EST ANNUAL QTY</u>	<u>Per Acre Price</u>	<u>Extended Price</u>
1.1	Creek Buffer Pond maintenance as per the attached specification, 90 acres cut 4 times per year.	360 acres	\$	\$
TOTAL AMOUNT:				\$

2.0 Bidders submits the name and phone number of liaison, as per paragraph 8.9 of the specification:	
Name printed: _____	Phone: _____
Cell phone: _____	Email: _____

EVALUATION CRITERIA FOR EQUIPMENT LIST (10 POINTS)

**3.0 For bid submittal to be considered, the following information shall be included:
Completed Attachment "B" Equipment Inventory List**

EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE CERTIFICATIONS, EDUCATION, AND EXPERIENCE (29 POINTS)

4.0 For bid submittal to be considered, the following information shall be included:

4.1 Completed Attachment "C" References

4.2 Proof all certifications, including pesticide application of any direct employees.

EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)

Instructions:

Specify if and by which definition the Bidder has a local business presence, and provide the address.

Our Local Presence is a Headquarter, and the address is:

Our Local Presence is a Branch Office, and the address is:

NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME:

TELEPHONE:

EMAIL:

**BID SHEET
CITY OF AUSTIN
SOLICITATION NAME: CREEK BUFFER POND VEGETATION MAINTENANCE**

**BID NO. IFBBV-SDC0179
RX NO. 6300-12060600393
DATE: 6/25/2012
BUYER: Steve Cocke**

Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies

Special Instructions: Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all require information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified.

**THIS IS A 36 MONTH CONTRACT WITH THREE 12-MONTH OPTIONS TO EXTEND.
FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.**

EVALUATION CRITERIA FOR COST (51 POINTS)

1.0 Bidder submits the following prices for the following items below as described in the attached specification.

<u>Line No.</u>	<u>Description</u>	<u>EST ANNUAL QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Creek Buffer Pond maintenance as per the attached specification, 80 acres cut 4 times per year.	320 acres	\$ _____	\$ _____
TOTAL AMOUNT:				\$ _____

2.0 Bidders submits the name and phone number of liaison, as per paragraph 8.9 of the specification:

Name printed: _____	Phone: _____
Cell phone: _____	Email: _____

EVALUATION CRITERIA FOR EQUIPMENT LIST (10 POINTS)

**3.0 For bid submittal to be considered, the following information shall be included:
Completed Attachment "B" Equipment Inventory List**

EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE CERTIFICATIONS, EDUCATION, AND EXPERIENCE (29 POINTS)

4.0 For bid submittal to be considered, the following information shall be included:

4.1 Completed Attachment "C" References

4.2 Proof all certifications, including pesticide application of any direct employees.

EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)

Instructions:

Specify if and by which definition the Bidder has a local business presence, and provide the address.

Our Local Presence is a Headquarter, and the address is:

Our Local Presence is a Branch Office, and the address is:

NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME:

TELEPHONE:

EMAIL:

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						
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

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:

Signature, Authorized Representative of Offeror

Title

Date

END

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

SOLICITATION NUMBER: SDC0179

PROJECT NAME: **VEGETATION CONTROL OF CREEK BUFFER PONDS**

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.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input 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.

Name and Title of Authorized Representative (Print or Type)

Signature

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.**

Sub-Contractor/Consultant			
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			

Sub-Contractor/Consultant			
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 NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SDC0179

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 98889

DESCRIPTION: Weed and Vegetation Control

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

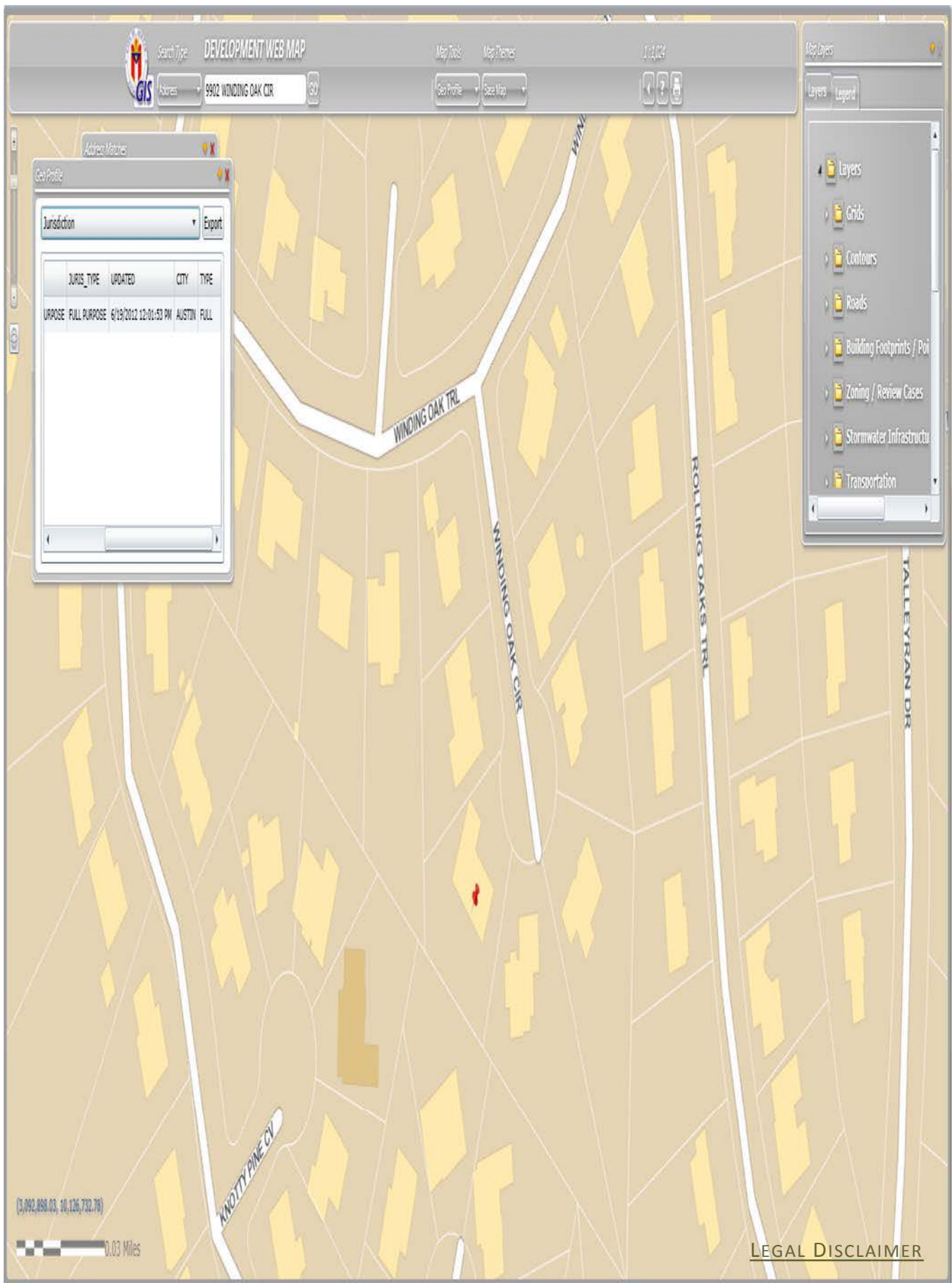
Signature of Officer or
Authorized

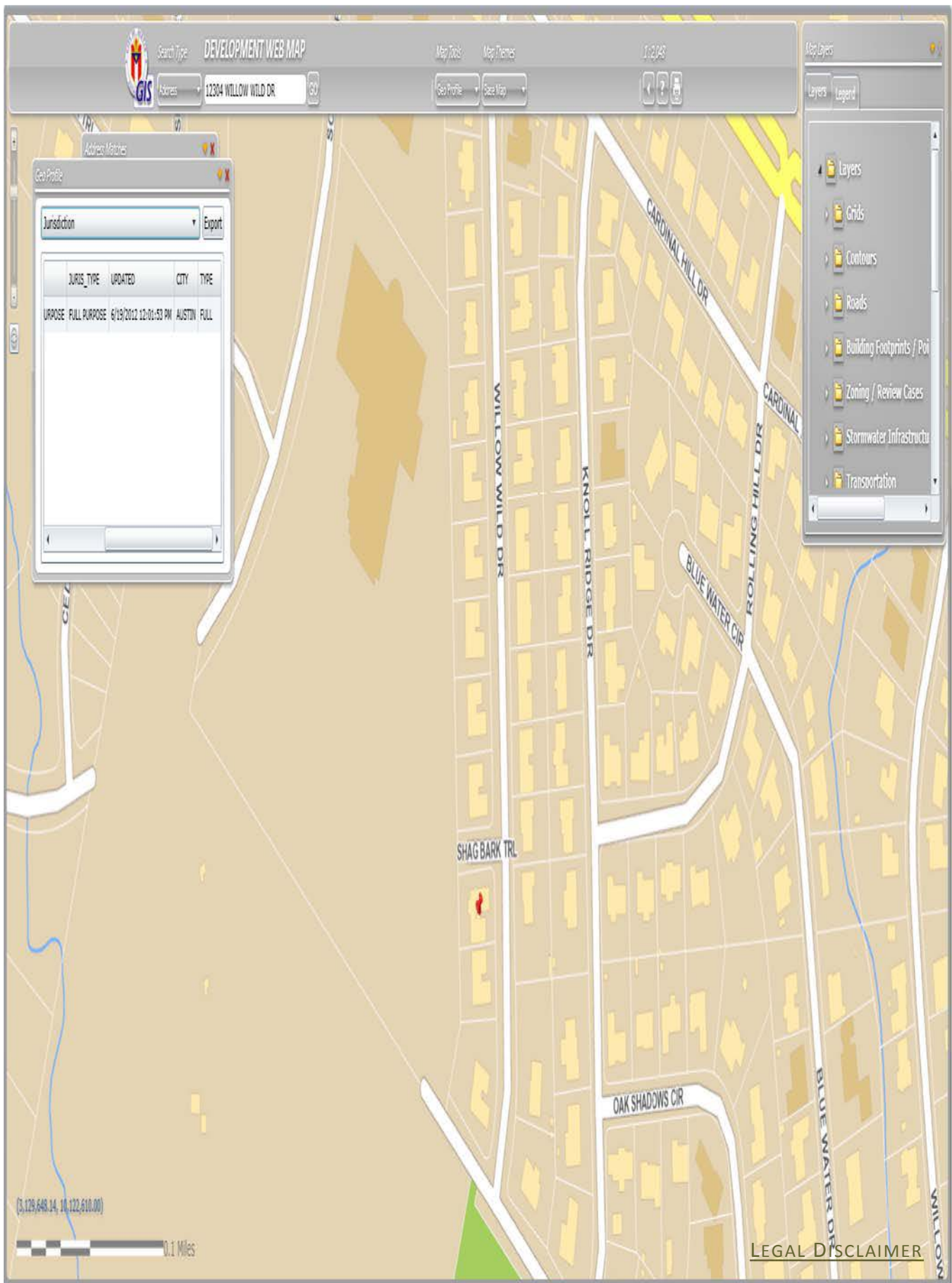
Representative:

Date:

Printed Name:

Title





**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

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

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby 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.

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

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 bycheck 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:

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

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

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

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

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- 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

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

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.
- 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

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

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 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

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

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 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.

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

- 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 Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 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. All deductibles or 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,

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

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 2nd Street, 4th 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 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.

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

- 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 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

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

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.
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.

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

- 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 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:**

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

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 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.

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

- 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".