



Amendment No. 4  
of  
Contract No. NA150000032  
for  
Aerial Device Inspections  
between  
Reinhart & Associates, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 16, 2019 to December 15, 2020. Zero options remain.
- 2.0 The total contract amount is increased by \$288,414.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2014 – 12/15/2016	\$576,828.00	\$576,828.00
Amendment No. 1: Option 1 12/16/2016 – 12/15/2017	\$288,414.00	\$865,242.00
Amendment No. 2: Option 2 12/16/2017 – 12/15/2018	\$288,414.00	\$1,153,656.00
Amendment No. 3: Option 3 12/16/2018 – 12/15/2019	\$288,414.00	\$1,442,070.00
Amendment No. 4: Option 4 12/16/2019 – 12/15/2020	\$288,414.00	\$1,730,484.00

- 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 and Date: Teodoro Leon-Salamanca 12/11/2019  
Printed Name: Teodoro Leon-Salamanca  
Authorized Representative

Reinhart & Associates, Inc.  
13419-A Immanuel Rd.  
Pflugerville, TX 78660  
[reinhartassc@earthlink.net](mailto:reinhartassc@earthlink.net)  
512-834-8911

Signature and Date: Erin D'Vincent 12.12.19  
Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office



Amendment No. 3  
of  
Contract No. NA150000032  
for  
Aerial Device Inspections  
between  
Reinhart & Associates, Inc.  
and the  
City of Austin

- 1.0 The City hereby accepts the 11% price increase as listed in Attachment A. Effective date of this price change is December 16, 2018.
- 2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 16, 2018 to December 15, 2019. One option remains.
- 3.0 The total contract amount is increased by \$288,414.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2014 – 12/15/2016	\$576,828.00	\$576,828.00
Amendment No. 1: Option 1 12/16/2016 – 12/15/2017	\$288,414.00	\$865,242.00
Amendment No. 2: Option 2 12/16/2017 – 12/15/2018	\$288,414.00	\$1,153,656.00
Amendment No. 3: Option 3 12/16/2018 – 12/15/2019	\$288,414.00	\$1,442,070.00

- 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 and Date: Teodoro Leon Salamanca 12/3/2018  
Printed Name: Teodoro Leon-Salamanca  
Authorized Representative

Reinhart & Associates, Inc.  
13419-A Immanuel Rd.  
Pflugerville, TX 78660  
[reinhartassc@earthlink.net](mailto:reinhartassc@earthlink.net)  
512-834-8911

Signature and Date: Erin D'Vincent 12.5.18  
Erin D'Vincent  
Procurement Supervisor  
City of Austin  
Purchasing Office



Amendment No. 2  
of  
Contract No. NA150000032  
for  
Aerial Device Inspections  
between  
Reinhart & Associates, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 16, 2017 to December 15, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$288,414.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2014 – 12/15/2016	\$576,828.00	\$576,828.00
Amendment No. 1: Option 1 12/16/2016 – 12/15/2017	\$288,414.00	\$865,242.00
Amendment No. 2: Option 2 12/16/2017 – 12/15/2018	\$288,414.00	\$1,153,656.00

- 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 and Date: Teodoro Leon Salamanca 10/30/2017  
Printed Name: Teodoro Leon-Salamanca  
Authorized Representative

Reinhart & Associates, Inc.  
13419-A Immanuel Rd.  
Pflugerville, TX 78660  
[reinhartassc@earthlink.net](mailto:reinhartassc@earthlink.net)  
512-834-8911

Signature and Date: Linell Goodin-Brown 12-7-17  
Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin  
Purchasing Office



Amendment No. 1  
of  
Contract No. NA150000032  
for  
Aerial Device Inspections  
between  
Reinhart & Associates, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 16, 2016 to December 15, 2017. Three options remain.
- 2.0 The total contract amount is increased by \$288,414.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/16/2014 – 12/15/2016	\$576,828.00	\$576,828.00
Amendment No. 1: Option 1 12/16/2016 – 12/15/2017	\$288,414.00	\$865,242.00

- 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 and Date: Teodoro Leon-Salamanca 12/02/2016  
Printed Name: Teodoro Leon-Salamanca  
Authorized Representative

Reinhart & Associates, Inc.  
13419-A Immanuel Rd.  
Pflugerville, TX 78660

Signature and Date: Linell Goodin-Brown 12/5/16  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 15, 2014

Reinhart & Associates, Inc.  
Stan Kaminski  
13419-A Immanuel Rd.  
Pflugerville, TX 78660

Dear Mr. Kaminski:

The Austin City Council approved the execution of a contract with your company for the Annual Inspection and Testing of Aerial Devices including Fire Truck Aerial and Ground Ladders in accordance with the referenced solicitation.

Responsible Department:	Fleet Services
Department Contact Person:	Hazel Black
Department Contact Email Address:	<a href="mailto:Hazel.Black@austintexas.gov">Hazel.Black@austintexas.gov</a> 1190 Hargrave, Austin, TX 78702
Department Contact Telephone:	(512) 974-1751
Project Name:	Aerial Device Inspections
Contractor Name:	Reinhart & Associates
Contract Number:	7800 NA150000032
Contract Period:	12/15/2014 – 12/14/2016
Dollar Amount	\$576,828.00
Extension Options:	Four 12-month options
Requisition Number:	RQM 7800 - 14062500416
Solicitation Number:	JRD0021
Agenda Item Number:	67
Council Approval Date:	12/11/2014

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,

Jonathan Dalchau  
Senior Buyer  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Reinhart & Associates, Inc. ("Contractor")  
for  
Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders  
MA 7800 NA150000032**

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 Reinhart & Associates, Inc. having offices at Pflugerville, TX 78660 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 JRD0021 Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), JRD0021 Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders including all documents incorporated by reference
- 1.1.3 Reinhart & Associates, Inc. Offer, dated 8/4/2014, 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 Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) 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.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$576,828.00 for the initial Contract term and \$288,414 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.

**1.5 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

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.

**REINHART & ASSOCIATES, INC.**

**CITY OF AUSTIN**

STAN KAMINSKI

Printed Name of Authorized Person



Signature

VICE - PRESIDENT

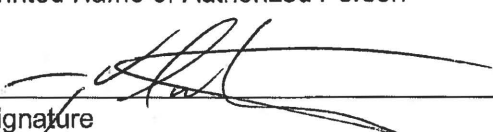
Title:

12/16/2014

Date:

Terry Nicholson

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

12/16/14

Date:

COPY



**CITY OF AUSTIN, TEXAS**

**Purchasing Office  
INVITATION FOR BID (IFB)**

**SOLICITATION NO:** JRD0021

**DATE ISSUED:** July 14, 2014

**COMMODITY/SERVICE DESCRIPTION:** Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders

**REQUISITION NO.:** 7800 14062500416

**COMMODITY CODE:** 94159

**BID DUE PRIOR TO:** 2:00 PM, Tuesday, August 5, 2014

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**BID OPENING TIME AND DATE:** 2:15 PM, Tuesday, August 5, 2014

Jonathan Dalchau  
Senior Buyer

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-2938

**E-Mail:** jonathan.dalchau@austintexas.gov

**LIVE BID OPENING ONLINE:**

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

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL AND 1 COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SPECIFICATION	11
0505	DELIVERY LOCATIONS	1
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Exhibit A	EQUIPMENT LIST	4
Exhibit B	INSPECTION REPORT FORM	1
Exhibit C	SUMMARY OF TEST FORM	1
Exhibit D	OPERATIONAL TEST / LOAD TEST / DRIFT TEST FORM	1
Exhibit E	OTHER SPECIFIC TEST FORM	1
Exhibit F	DEFECT FORM	1
Exhibit G	GROUND LADDER TESTING FORM	1

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

- Cover Page                      Signed Offer Sheets
- Section 0600                    Bid Sheets
- Section 0605                    Local Business Presence Identification Form
- Section 0700                    Reference Sheet (if required)
- Section 0835                    Nonresident Bidder Provision

**\* DOCUMENTS 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](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 LOCATED IN THE MUNICIPAL BUILDING, 124 WEST 8<sup>TH</sup> STREET, ROOM #308 AUSTIN, TEXAS 78701; PHONE (512) 974-2500. 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.

I AGREE TO ABIDE BY THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES. IN CASES WHERE THE CITY HAS ESTABLISHED THAT THERE ARE NO M/WBE SUBCONTRACTING GOALS FOR A SOLICITATION, I AGREE THAT BY SUBMITTING THIS OFFER MY FIRM IS COMPLETING ALL THE WORK FOR THE PROJECT AND NOT SUBCONTRACTING ANY PORTION. IF ANY SERVICE IS NEEDED TO PERFORM THE CONTRACT THAT MY FIRM DOES NOT PERFORM WITH ITS OWN WORKFORCE OR SUPPLIES, I AGREE TO 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 AND AM INCLUDING THE COMPLETED NO GOALS UTILIZATION PLAN WITH MY SUBMITTAL. THIS FORM CAN BE FOUND UNDER THE STANDARD BID DOCUMENT TAB ON THE VENDOR CONNECTION WEBSITE:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

IF I AM AWARDED THE CONTRACT I AGREE TO CONTINUE COMPLYING WITH THE CITY'S MBE/WBE PROCUREMENT PROGRAM ORDINANCE AND RULES INCLUDING CONTACTING SMBR IF ANY SUBCONTRACTING IS LATER IDENTIFIED.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS SUBMITTING A BINDING OFFER AND IS AUTHORIZED TO BIND THE RESPONDENT TO FULLY COMPLY WITH THE SOLICITATION DOCUMENT CONTAINED HEREIN. THE RESPONDENT, BY SUBMITTING AND SIGNING BELOW, ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE ENTIRE DOCUMENT PACKET SECTIONS DEFINED ABOVE INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, AND AGREES TO BE BOUND BY THE TERMS THEREIN.

Federal Tax ID No.: [REDACTED] Date: 08/04/2014

Company Name: Reinhart & Associates, Inc.

Address: 13419-A Immanuel Rd.

City, State, Zip Code: Pflugerville, Texas 78660

Phone Number: 512/834-8911 Fax Number: 512/834-1266

Email Address: mail@reinhartassoc.com

Printed Name of Officer or Authorized Representative: Stan Kaminski

Title: Vice President

Signature of Officer or Authorized Representative: 

\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

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

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

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

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

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 by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

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

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

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

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

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

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

**19. WARRANTY – PRICE:**

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

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

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

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

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



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

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

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

**31. INDEMNITY:**

**A. Definitions:**

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

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

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

**A. General Requirements.**

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

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

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

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

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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. **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.
39. **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.
40. **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.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **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

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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.

43. **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.
44. **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.
45. **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.
46. **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.
47. **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.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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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.

49. **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.
50. **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.
51. **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.

52. **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.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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**54. 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.

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

A. The City intends to solicit bids in response to this IFB and reserves the right to compare those bids to established cooperative purchasing organization contracts operating within the State of Texas and authorized by the Austin City Council. Examples of City authorized cooperative purchasing organizations include, but are not limited to, the following: U.S. Communities, Houston-Galveston Area Council of Governments (HGAC), Texas Procurement and Support Services, Texas Local Government Purchasing Cooperative (BuyBoard), and The Cooperative Purchasing Network (TCPN).

B. It is the City's preference to award a single contract for the annual inspection, testing and certification needs of Fleet Services; however, if the cooperative purchasing prices are lower than the bid prices received, the City reserves the right to reject all bids entirely and make multiple contract awards between a cooperative and the best-evaluated, responsive and responsible bidder. Award may be based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

C. A Successful Bidder may be awarded either the entire contract, the majority of the contract, or select line items.

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

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

i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.

ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.



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- 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

- v. Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Contractor shall maintain continuous coverage for the duration of this Contract and for not less than twenty-four (24) months following final completion of the work. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the work. The Contractor shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

- 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 \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 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

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 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.

- (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

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- (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 CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**4. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to four (4) 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 Contract 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 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.

**5. PRE-AWARD**

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Leap Frog" repairs

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as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

**6. POST-AWARD**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor or the Contractor's Subcontractor has the appropriate facilities, equipment, inventory, licenses, registrations permits, and qualified personnel to perform according to the Scope of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**7. 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.

**8. PICKUP AND / OR DELIVERY REQUIREMENTS**

- A. Fleet Services will determine which units will receive inspection and testing and will coordinate the dates and times with both the user departments and the Contractor. The equipment to be inspected as a result of this Contract shall be inspected annually and on an as needed basis. Scheduling requirements are specified in the Statement of Work (Section 0500). See Section 0505, for inspection and testing locations and Points of Contact.
- B. Unless requested by the City, inspection and testing shall not be made on City-recognized legal holidays (**see paragraph 51 in Section 0300**).
- C. The Contractor shall provide, an itemized invoice with the following information:
  - Date inspection and testing were authorized
  - List of type of inspection and testing made
  - Date inspection and testing were completed
  - Number of labor hours associated with the inspection and testing
  - Inspection and tested unit identification (either unit number, license plate, or VIN)

**9. INVOICES and PAYMENT (see 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." Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, the following information: Equipment and/or parts numbers and descriptions, unit number, license plate number, or vehicle identification number (VIN), credit for core charge for core exchanges, documentation to support all parts charged to the City, the Contractor's

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business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.

- B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Fleet Services cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City.
- C. Invoices shall be mailed to the Fleet Service Center that placed the order (See Section 0505, for delivery locations).
- D. Monthly statements shall be mailed to the below address:

	City of Austin
Department	Fleet Services
Attn:	Accounts Payable
Address	1190 Hargrave Street
City, State Zip Code	Austin, TX 78702

- E. The Contractor agrees to accept payment by 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.
- F. Final invoices at the end of the Contract must be received at the Fleet Service Center that placed the order within thirty (30) calendar days after the Contract expiration date to be considered for payment. No exceptions to this 30-day submission requirement will be considered.

10. **VERIFICATION OF CONTRACTOR'S LABOR HOURS PRICING**

- A. Labor hours must be based on published industry standards where they apply. In areas where such standards have not been published, the City reserves the right to restrict labor hours based on historic experience for like services.
- B. Fleet Services Contract Compliance and/or Accounts Payable personnel will review invoices to determine the accuracy of charges invoiced. The review will be performed using the Bid Sheet, Section 0600, in effect at the time of contract award, revisions approved by the City, and the percentage mark up or discount as indicated on the bid sheet.
- C. If pricing is found to be different, the Contractor shall reimburse the City for the amount overcharged within thirty (30) calendar days after written notification from the Contract Manager.

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**11. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**12. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (SDS), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required. See [www.osha.gov](http://www.osha.gov) for the recommended format for the SDS.
- B. Submit copies of all documentation related to hazardous waste to both the Fleet Fuel Operations Manager and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration.
- C. Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- D. The SDS, instructions and information required above must be included with each shipment under the contract.

**13. PRICING REQUIREMENTS - SPECIFIED ITEMS AND HOURLY LABOR RATES**

- A. All Offerors must submit firm fixed pricing for the Specified Items and Hourly Labor Rates for the first twelve (12) months of the contract. These prices may only be **adjusted on the anniversary date of the Contract** solely for the purpose of accommodating changes in the Contractor's direct costs. Any approved adjustment in the pricing of the Specified Items and Hourly Labor Rates shall remain firm for the next twelve (12) month period of the contract.
- B. Changes resulting from verifiable cost trends shall be made in accordance with the Economic Price Adjustment provision included in this Section 0400.

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**14. PRICING REQUIREMENTS - NON-SPECIFIED ITEMS**

- A. Offeror shall quote a percentage discount or markup to a Price List:
- i. The percentage discount or markup shall be fixed throughout the term of the Contract, and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
  - ii. The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line must be priced by taking the stated list price and applying that percentage discount or markup.
- B. **Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) business days after notice of award.**
- i. **The City will accept a printed copy only if no electronic format is available. NOTE: If a Price List(s) is no longer available in hard copy or electronic format, the Contractor shall grant the City access to a company website or company-owned local computer to research parts pricing for verification purposes.**
  - ii. If the Contractor is unable to provide a CD, electronic copies, access to a company website, or a hard copy of the price list, the Contractor shall be required to document by written invoice the cost for all parts charged to the City. The cost documentation must be submitted with each invoice.
  - iii. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the price list, the price list number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Contract and will be used to place orders and to verify the percent discount or markup throughout the term of the Contract. Price list(s) submitted must include descriptions of items listed.
- C. The Price List(s) may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the documentation supporting the price revision must be submitted to the Contract Manager in the Fleet Department with the effective date of change to be at least **30-calendar days** after written notification. The City reserves the right to refuse any list revision.
- D. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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

**16. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

- A. Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**17. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT (see paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)**

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin  
Purchasing Office  
Attn: Contract Compliance Manager  
P. O. Box 1088  
Austin, Texas 78767

18. **ECONOMIC PRICE ADJUSTMENT –SPECIFIED SERVICES**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar months 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 on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment 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 adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.



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(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

(1) Utilize final Compilation data instead of Preliminary data.

(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply:

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index	
Series ID: CUUR0000SAS	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. city average	
Description of Series ID: Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Services	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

**19. PERFORMANCE**

In the event that the Contractor cannot provide the deliverables required by this Contract, the Contractor must supply deliverables from other sources at the Contract price in accordance with the terms and conditions of the Contract. If the Contractor delays in the above, the City reserves the right to purchase the deliverables on the open market and charge the Contractor the difference between the Contract price and the purchase price (see also Paragraphs 21.D and 22.C in Section 0300 and Section 0900).

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20. **NON-COMPLIANCE**

The City will not tolerate non-compliance to the City's terms and conditions and Scope of Work (Section 0500) as stated in the Contract. The City will be the sole judge evaluating any unacceptable performance under the Contract. The City will notify the Contractor of any unacceptable performance in writing. The Contractor shall prepare a written response to the Contract Manager within two (2) working days after receipt of the City's notification. The Contractor's response shall include action taken to correct and prevent unacceptable performance from reoccurring. The City may terminate the Contract for cause based on repetitive non-compliance pursuant to Paragraph 27 of Section 0300.

21. **WARRANTY REQUIREMENTS – SERVICES (see Paragraph 22, Section 0300)**

- A. The Contractor warrants and represents that all services 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. The warranty period shall be for a minimum of twelve (12) months from acceptance of the services.

22. **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 Agreement.

23. **CONTRACT MANAGER**

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

Hazel Black, Contract Compliance Specialist Senior – Fleet Services

1190 Hargrave Street

Austin, TX 78702

Phone: 512-974-1751 or Email: [hazel.black@austintexas.gov](mailto:hazel.black@austintexas.gov)

- B. 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.

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**1. PURPOSE**

- 1.1. This Invitation for Bid (IFB) is to establish a Contract with a single Vendor able to provide annual inspection, testing, and certification services for City of Austin ("City") aerial devices affixed to rolling stock. A Contract will be awarded to provide annual inspection, testing, and certification services on an as-needed basis as stipulated in this solicitation.
- 1.2. The Contract will be utilized by the Fleet Services Department. The City reserves the right to allow other City Departments to utilize the Contract.

**2. DEFINITIONS**

- 2.1. Fleet Service Center is a term used to designate any City facility where the rolling stocks are: inspected, tested, and certified.
- 2.2. Leapfrog is a term used when the City requires priority services for City-owned rolling stock. The Contractor is required to prioritize services of City-owned rolling stock in front of other rolling stock and expedite services for the City's rolling stock.
- 2.3. Aerial Device means ladder fire trucks, ground ladders, forklifts, aerial man lifts, and other various lifting devices.
- 2.4. American Welding Society (AWS) is a nonprofit organization whose mission is to advance the science, technology, and application of welding and allied joining and cutting processes, including brazing, soldering, and thermal spraying. Their website is <http://www.aws.org>.
- 2.5. American National Standards Institute (ANSI) is an organization that oversees the creation, official notification, and use of norms and guidelines used by various industries, including the inspection and testing of aerial devices and ladders. Their website is <http://www.ansi.org>.
- 2.6. American Society of Mechanical Engineers (ASME) is a not-for-profit professional organization that enables the collaboration, knowledge sharing, and skill development across all engineering disciplines. Their website is <http://www.asme.org>.
- 2.7. American Society for Nondestructive Testing (ASNT) is an organization that promotes the profession and technologies of non-destructive testing through publishing, certification, research, and conferencing. ASNT is a third-party certification body accredited by ANSI. Their website is <http://www.asnt.org>.  
  
NDT Level II: An individual possessing a currently valid ASNT NDT Level II Certificate and certified in accordance with ASNT CP-189-2011  
  
NDT Level III: An individual possessing a currently valid ASNT NDT or PDM Level III Certificate or ACCP Professional Level III Certificate and certified in accordance with ASNT CP-189-2011.
- 2.8. American Society for Testing and Materials (ASTM) is a global organization that is the recognized leader in the development and delivery of international voluntary consensus standards. ASTM standards are used to improve product quality, enhance safety, facilitate market access and trade, and build consumer confidence. Their website is <http://www.astm.org>.
- 2.9. Environmental Protection Agency (EPA) is the federal agency whose mission is to protect human health and to safeguard the natural environment -- air, water, and land -- upon which life depends. Their website is <http://www.epa.gov>.

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- 2.10. Hazardous Materials are any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders.
- 2.11. Inspect (Inspections) determine the condition or operation of a component(s) by comparing its physical, mechanical, and/or electrical characteristics with established standards, recommendations, and requirements through examination by sight, sound, or feel.
- 2.12. Non-destructive testing (NDT) is testing that includes, but is not limited to, ultrasonic, radiographic, magnetic, penetrant, eddy current, visual, mechanical, leak / vacuum, and infrared.
- 2.13. National Fire Protection Association (NFPA) is an international nonprofit organization, which provides and advocates consensus codes and standards, research, training, and education. The NFPA is the authority on fire, electrical and building safety.organization. Their website is <http://www.nfpa.org>.
- 2.14. Occupational Safety and Health Administration (OSHA) is an organization that ensures safe and healthful working conditions for working men and women by setting and enforcing standards and by providing training, outreach, education and assistance. Their website is <http://www.osha.gov>.
- 2.15. Pull Test is a test designed to provide information on proof stress, yield point, tensile strength, elongation, and reduction of area.
- 2.16. Society for Non-Destructive Testing Technical Communication 1 (SNT-TC-1A) is the ASNT recommended practice for an employer-based system for the Qualification and Certification of Non-destructive Testing Personnel. The recommended practice published by ASNT. Following are descriptions of the certification levels.
- Level II: Qualified to set up and calibrate equipment and interpret and evaluate results as per applicable codes, standards, and specifications and be familiar with technique limitations. Organize and report the results. Should exercise assigned responsibility for on-the-job training and guidance of trainees and Level I personnel.
- Level III: Qualified to develop, qualify, and approve procedures, establish techniques, interpreting codes, and standards. Have sufficient practical background in applicable materials, fabrication, and product technology and capable of training and examining Level I and II personnel.
- 2.17. Test (Testing) is to verify serviceability by measuring the mechanical, pneumatic, hydraulic, or electrical characteristics of an item and comparing those characteristics with prescribed standards.
- 2.18. Texas Commission on Environmental Quality (TCEQ) is an environmental agency for the state whose mission is to protect the state's human and natural resources consistent with sustainable economic development. Their website is <http://www.tceq.state.tx.us/>.
- 2.19. Written Practice meets the guidelines of SNT-TC-1A for an employer-based program that details the requirements for qualification and certification of their employees. The Contractor's NDT Level III individual shall review and approve the contractor's Written Practice.

### **3. EQUIPMENT DESCRIPTION**

- 3.1. The City currently operates various makes and models of aerial devices; including ladder fire trucks, approximately 6,500 linear feet of ground ladders, forklifts, aerial man lifts, and other various lifting devices that will be inspected and tested under this Contract annually and on as needed basis (see Exhibit A). The City reserves the right to add, change or delete equipment throughout term of the Contract.

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- 3.2. For purposes of this Statement of Work, the equipment covered by this Contract, shall be inspected according to the below referenced applicable standards or regulations, current version:
- 3.2.1. ASME B30.5 - Mobile and Locomotive Cranes
  - 3.2.2. OSHA 29 CFR Part 1926.1501 - Truck mounted mobile cranes, 2,000 pounds capacity and under (not covered by ASME B30.5). These units will require inspection on an as needed basis. There is no requirement for annual inspection. Inspections and testing performed will be in accordance with the requirements of this specification.
  - 3.2.3. OSHA 29 CFR Part 1910.178 - Fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines. These units will require inspection on an as needed basis. Inspections and testing performed will be in accordance with the requirements of this specification.
  - 3.2.4. ANSI A92.2 - Vehicle-mounted elevating and rotating aerial devices
  - 3.2.5. ANSI A92.3 - Manually propelled elevating aerial platforms
  - 3.2.6. ANSI A92.5 - Boom-supported elevating work platforms
  - 3.2.7. ANSI A10.31 - Digger derricks
  - 3.2.8. NFPA 1932 - Fire Department ground ladders
  - 3.2.9. NFPA 1911 - Fire Department apparatus equipped with an aerial ladder, an elevating platform, or a water tower

**4. CONTRACTOR'S QUALIFICATIONS**

- 4.1. The Contractor shall be able to demonstrate that they are currently providing or have had at least one contract as a prime contractor, for aerial and ground ladder inspection and testing services that is similar in size and scope to this contract within the last five (5) years. In order to receive bid award consideration, the Contractor shall have references documenting that it has performed aerial and ground ladder inspection and testing services in the following types of facilities: Municipal Fire, Utility, and Public Works Departments. References shall be included with the Bid. The Contractor shall have valid references documenting that it has performed aerial and ground ladder inspection and testing services for the past five (5) years (Reference Section 0700, Reference Sheet of this solicitation).
- 4.2. The Contractor shall be able to demonstrate that it has satisfactorily performed services similar in size and scope to the services specified. The Contractor shall provide records of inspection and testing services upon request by City. The City will be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Contractor is capable of performing such services.
- 4.3. The Contractor shall have an operational inspection and testing organization equipped with the personnel, equipment, licenses, certifications, and supplies necessary for performing the required services under this contract.
- 4.4. The City reserves the right to inspect the Contractor's or the Contractor's Subcontractor's, licenses, certifications, and/or premises, as specified in the Pre-Award and Post-Award paragraphs in Section 0400.

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- 4.5. If the Contractor certifies its own employees, the Contractor shall have a "Written Practice" in accordance with ASNT SNT-TC-1A in place for the control and administration of NDT personnel training, examination, and certification. The Contractor's Written Practice shall be reviewed and approved by the Contractor's NDT Level III certification.
- 4.6. The Contractor shall submit a signed copy of their Written Practice with their bid.
- 4.7. The Contractor shall provide a copy of the certification of employee or employer, showing that they are qualified to provide the required services. (Contractor's Written Practice)
- 4.8. The Contractor shall have a minimum of two (2) fully qualified Level II Technicians certified to perform inspections according to ASME, ASNT, and OSHA standards to conduct the specified tests. The Contractor shall provide documentation that indicates technicians are American Society for Nondestructive Testing (ASNT) CP-189 certified and have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years.
- 4.9. The Contractor shall provide documentation showing that all Level II and III technicians are certified in accordance with the most current version of ASNT CP-189-2011 or the most current version of SNT-TC-1A. **Proof of all Level II and Level III certifications shall be submitted with the bid.** All inspectors shall also be trained and certified in accordance with OSHA, ASME, and ANSI guidelines. Proof of OSHA, ASME, and ANSI training and certification shall be provided to the City within five (5) working days after request by the City.
- 4.10. The City will verify all ASNT Certifications through the American Society for Nondestructive Testing (e.g. the Certificate Holder Directory at <https://www.asnt.org/certificant>).
- 4.11. Technicians performing the inspection and testing shall be proficient in the operation of the aerial device or ground ladder and knowledgeable in its systems and design.
- 4.12. No trainees shall be allowed to conduct the actual inspection and testing.
- 4.13. The Contractor's test equipment shall be mobile in order to conduct all testing at City locations.
- 4.14. The Contractor shall not represent nor be a manufacturer of any aerial-ladder equipment.

**5. CONTRACTOR'S RESPONSIBILITIES**

- 5.1. The Contractor shall provide inspection and testing services using the most current standards applicable to the performance of the services described including ASTM, ANSI, ASME, ANST, NFPA AND OSHA.
- 5.2. The Contractor shall provide two (2) Level II Technicians meeting the qualifications specified in Section 4 for each inspection and testing performed under this contract.
- 5.3. The Contractor shall conduct inspections at multiple City maintenance sites listed on Section 0505.
- 5.4. The Contractor shall provide all labor, equipment, materials, tools, supervision, and transportation required to perform the services described herein.
- 5.5. The Contractor shall be responsible for any damage by the Contractor or Contractor's Subcontractor to City equipment, buildings, and/or property. Any damage shall be repaired at the Contractor's expense.
- 5.6. The Contractor shall be responsible for risk of loss or damage to all items in the care, custody, and control of the Contractor until accepted by the Fleet Service Center Manager or designee.

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- 5.7. The Contractor shall provide a copy of the inspection and testing report and/or certificate of each unit to the Fleet Service Center Manager and Fleet Occupational Health and Safety Coordinator or their designee, upon completion of each inspection and testing.
- 5.8. The Contractor shall provide an itemized invoice to the Fleet Service Center Manager or their designee, upon completion of each inspection and testing. The invoice shall include the following information.
- Date inspection and testing were authorized  
List of type of inspection and testing made  
Date inspection and testing were completed  
Number of labor hours associated with the inspection and testing  
Inspection and tested unit identification (either unit number, license plate, or VIN)
- 5.9. The Contractor shall provide, upon request, a monthly and/or yearly total of all inspections, testing and certifications services performed for Fleet Services. The City prefers that the report be in an electronic format that may be sorted or other City-approved format. The report shall itemize service by date, Service Center that placed the order, type of service, total cost of service, and serviced unit identification (either unit number, license plate, or VIN).
- 5.10. The Contractor shall complete "Leapfrog" inspection and testing as specified in the order. A fee may be assessed for any "Leapfrog" inspection and testing orders placed by the City as indicated on the Bid Sheet, Section 0600. "Leapfrog" must be noted on the invoice when authorized by the City.
- 5.11. The Contractor shall restore to its pretest condition any safety device disconnected or overridden to be inoperable for testing or inspection purposes. The unit shall be retested as required to show the safety device is functioning properly.
- 5.12. The Contractor shall provide thorough inspection and testing of the mechanical, structural, electrical, hydraulic, and safety systems of each unit.
- 5.13. The Contractor acknowledges that the requirement to test and recertify the rated lifting/load capacity of cranes, boom trucks, and other lifting devices is essential to this contract.
- 5.14. The Contractor shall agree to City personnel being present to observe all testing.

**6. SCHEDULING**

**6.1. General Scheduling Requirements**

- 6.1.1. The Fleet Service Center Manager(s), or designee shall contact the Contractor thirty (30) calendar days in advance to confirm the inspection and testing schedule timeframe. Annual inspection and testing shall be within three (3) weeks before or after the date of the previous annual inspection and/or test completions date. Any deviation from this timeframe shall require written approval from the Fleet Service Center Manager(s) or designee.
- 6.1.2. The Contractor and Fleet Service Center Manager(s) or designee shall mutually agree on an inspection and testing timeframe. In the event that the Contractor is unable to meet the scheduled dates, the Contractor must notify the Fleet Service Center Manager(s) or designee in writing two (2) weeks prior to the inspection and testing dates.
- 6.1.3. The Fleet Service Center Manager(s) or designee will provide a list of equipment along with specific schedule dates to the Contractor ten (10) business days prior to the inspection and testing start date.

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- 6.1.4. The Contractor shall send confirmation and a cost estimate to The Fleet Service Center Manager(s) or designee within one (1) business day of receiving a list of equipment for inspection and testing.
- 6.1.5. The Fleet Service Center Manager or designee will provide written authorization to proceed with the inspection and testing after evaluating the estimate. Authorization shall include a unique delivery order number. The Contractor is not authorized to proceed with inspection, testing based on verbal authorizations and assumes all liability and responsibility for inspection, and testing performed based on such verbal authorizations.
- 6.1.6. If more than the agreed timeframe is required to complete the necessary inspection and testing, the Contractor shall request an extension in writing. Request shall include the reason(s) for the extension and the date services are to be completed. The Fleet Service Center Manager(s) or designee must approve the Contractor's request for extension in writing.
- 6.2. Annual inspection and testing of Non-Fire Aerial Devices are scheduled in the fall and spring.
- 6.3. Annual inspection and testing of Aerial Devices - Austin Fire Department (AFD) are scheduled in the summer.
- 6.4. Ground Ladders-AFD
  - 6.4.1. Annual inspection and testing of AFD ground ladders are scheduled in the summer within the same basic period as inspection and testing of AFD aerial devices. The Fleet Service Center Manager shall designate an AFD representative as a contact.

**7. INSPECTION AND TESTING REQUIREMENTS FOR NON-FIRE AERIAL DEVICES**

- 7.1. Inspection and testing procedures shall be conducted in accordance with manufacture's specification and the most current ASTM, ANSI, ASME, ANST, and OSHA standards applicable to the aerial device and material being tested. Testing shall include, but be not limited to, the following:
  - 7.1.1. Visual and Operational Inspection - The Contractor shall ensure that the aerial lift device is in proper working order and that the components to be tested are free from any condition that may prohibit the test or adversely affect test results.
  - 7.1.2. Ultrasonic Inspection - The Contractor shall perform ultrasonic testing on applicable materials to determine thickness and/or to identify and detect material abnormalities such as cracks, corrosion, erosion, and to approximate size and location of abnormality.
  - 7.1.3. Acoustic Emission (AE) Test - The Contractor shall perform an AE test with material under stress to detect and area-locate emission sources. The load shall comply with the industry codes, standards, and practices for the equipment tested. Evaluation and verification of emission sources may require the use of other non-destructive test methods such as radiography (gamma or x-ray), ultrasonic, magnetic particle, and liquid penetrate, eddy current, and/or visual inspection.
  - 7.1.4. Dye Penetrant Inspection - The Contractor shall perform a Dye Penetrant (nondestructive test method) to identify surface cracks on any structural surface including all critical welds, plates, castings made of non-ferrous material and verify the results of any other inspection requiring verification.



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- 7.1.5. Torque Testing - The Contractor shall perform torque testing on all critical fasteners in accessible areas including upper and lower rotation bearing, swing gearbox, boom connections, and platform mounting.
- 7.1.6. Magnetic Particle Inspection - The Contractor shall perform Magnetic Particle Inspection on ferromagnetic materials that possess high permeability and low reluctance, such as the scissor link connector and crane hooks.
- 7.1.7. Dielectric Test - The Contractor shall perform Dielectric Testing on the insulated boom. The upper boom/the boom insert, bucket liners (if so equipped) and any hydraulic hoses or control cables, which extend the entire length of the insulated arm, shall be subjected to the AC Voltage Test in accordance with the current ANSI Standard-A92.2. Any leakage, flash-over or over-heating that does not meet the above standard will be fully investigated and corrected once the reason has been determined.
- 7.1.8. Welding Inspection - The Contractor shall perform welding inspection, as applicable, for each piece of equipment in compliance with American Welding Society (AWS) standards (Code D 14.4-77 or current).
- 7.1.9. Compliance Testing - The Contractor shall perform necessary testing required certifying that safety shield insulators, safety links and boom cage guards comply with manufacturer's original ratings including, but not limited to, lifting capacity, stabilization factor and electric voltage safety capacity.
- 7.1.10. Load Test - The Contractor shall perform load tests and stability tests as required to meet OSHA/ANSI requirements and manufacturer's specification.
- 7.2 The Contractor's documentation of testing shall include, but not be limited to the following:
  - 7.2.1 The Contractor shall supply an annual inspection report for each unit tested to the Fleet Service Center Manager or designee upon completion of the inspection. The annual inspection report shall include certificates of compliance, deficiency/recommendation reports, summary letter, and summary of inspections for each type of test performed. An original and copy of the report shall be submitted the Contract Manager with the Contractor's invoice.
  - 7.2.2 The Contractor shall review and update a complete documentation file on each unit of equipment inspected and/or tested. This documentation file shall include applicable certificates of compliance issued by the Contractor. The Contractor must also state the rated lift/load capacity for each item tested AND the lift/load capacity as applied by the vendor (Pull Test).
  - 7.2.3 The Contractor shall supply deficiency/recommendation reports to support and justify all defects found during the inspection and testing.
  - 7.2.4 The Contractor shall supply laboratory reports for recommendations associated with hydraulic fluids or other testing that may be required or requested.
  - 7.2.5 Any safety device made inoperable for testing and inspecting purposes shall be returned to its normal operating condition after completion of task. Pre and post safety-device test results shall be documented and included in the file. Any unit of equipment that complies with inspection and testing shall be noted. Any unit of equipment that fails to comply with inspection and testing shall be noted.

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- 7.2.6 Any unit of equipment that complies with inspection and testing shall have an official certification sticker affixed to the unit in a secure and conspicuous location attesting to the inspection, date and firm or such other markings as agreed to by Fleet Service Center Manager or designee.
- 7.2.7 Exhibit B-G are sample documents and include the minimum documentation required for each inspection. The Contractor may use their own forms if they include, at a minimum, this information.

**8. INSPECTION AND TESTING REQUIREMENTS FOR FIRE AERIAL DEVICES**

- 8.1 All aerial-ladder inspections shall be in accordance with the latest edition of NFPA 1911.
- 8.2 The examination and test report provided shall specify the point of inspection and the results of such examinations and test.
- 8.3 Waterway system check - The City shall provide the water source.
- 8.4 The Contractor shall have in its possession the following tolerances from the manufacturer. Proof of compliance shall be required.
  - 8.4.1 Rotation bearing clearance and backlash
  - 8.4.2 Critical mounting bolt grade and torque
  - 8.4.3 Elevation cylinder drift tolerance
  - 8.4.4 Extension cylinder drift tolerance
  - 8.4.5 Outrigger cylinder drift tolerance
  - 8.4.6 Hydraulic relief pressure
  - 8.4.7 Ladder section twist
  - 8.4.8 Conductivity and hardness for aluminum devices
  - 8.4.9 Hollow I-beam base-rails thickness
  - 8.4.10 Rated load of the device
  - 8.4.11 Maximum rated working pressure of water system.
- 8.5 The Inspection shall include a complete visual inspection, a complete non-destructive inspection of the aerial ladder, and all load, drift, oil analysis, and waterway tests per NFPA 1911. The techniques utilized by the Contractor shall include but will not be limited to ultrasonic inspection, magnetic particle inspection, dye penetrant inspection, and NDT techniques.
- 8.6 An informal on-site (handwritten or computer-generated) inspection report shall be issued to the Fleet Service Center Manager or designee upon completion of testing. A formal computer-generated report (one (1) original and one (1) copy) shall be submitted to the Contract Manager along with the invoice within ten (10) calendar-days. This report shall address all areas of NFPA 1911. The report shall contain all defects found and a recommended course of action concerning each aerial device.

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- 8.7 When the aerial unit successfully meets all NFPA 1911 (latest edition) requirements, the Contractor shall issue a certificate of Aerial Lift Device Examination and Testing stating the unit complies with NFPA 1911, latest edition. A certification self-adhesive sticker shall be mounted in a location approved by AFD, stating the date of test, inspection Contractor, and the aerial ladder is in compliance with NFPA 1911.

**9. INSPECTION AND TESTING REQUIREMENTS FIRE GROUND LADDERS**

- 9.1. All ground-ladder inspections shall be in accordance with the latest edition of NFPA 1932. All test work outlined in NFPA 1932 shall be conducted.
- 9.2. Inspection shall include a complete visual inspection and a complete horizontal bending test of the ground ladder per NFPA 1932. The techniques utilized by the Contractor shall include but will not be limited to ultrasonic inspection, magnetic particle inspection, dye penetrant inspection, and NDT techniques. If the Contractor knows a ladder will most likely fail the Horizontal-Bend Test and is not repairable prior to loading, the Contractor does not have to follow through with the test. Fleet Services repair personnel at the site must agree with the Contractor's assessment.
- 9.3. An informal on-site (handwritten or computer-generated) inspection report shall be issued to the Fleet Service Manager or designee upon completion of testing. A formal computer-generated report (one (1) original and one (1) copy) shall be submitted to the Contract Manager along with the invoice within ten (10) calendar-days. This report shall address all areas of NAPA 1932. The examination and test report provided shall specify the point of inspection and the results of such examinations and test. The Contractor shall explain, in their inspection report, what precautions shall be taken to minimize the damage incurred to the ladders. Each report shall contain all defects found and a recommended course of action concerning each ground ladder.
- 9.4. All welds, rivets/bolts rungs, side rails, hardware, butt spurs and heat sensor labels of each ladder shall be visually inspected for discontinuities and proper installation. Visual inspection shall be supplemented by the following NDT techniques: Ultrasonic Inspection, Dye Penetrant Inspection, or Hardness Inspection.
- 9.5. Results:
- 9.5.1. Welds - No cracks of any type are permitted
- 9.5.2. Rivets/Bolts - Must be tight and snug.
- 9.5.3. Rungs - Must be snug and tight, free of dents, holes or deformation
- 9.6. A NFPA 1932 Standard on Use, Maintenance, and Service Testing of Fire Department Ground Ladders, 2010 edition (or current edition) shall be in the Contractor's possession at the inspection site.
- 9.7 The AFD's Supply Warehouse shall change out halyards.
- 9.8 The Contractor shall provide heat sensor labels as needed for all devices. The validity date of each heat sensor shall be at least four (4) years from date of service. The Contractor shall install the proper quantity of heat sensors in the proper location, as provided in the latest edition of NFPA 1932.
- 9.9 When the ground ladder successfully meets all the NFPA 1932 latest addition requirements, the Contractor shall issue a certificate of Ground Ladder Examination and Testing stating the unit complies with NFPA 1932, latest edition.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
FOR  
ANNUAL INSPECTION AND TESTING OF AERIAL DEVICES  
INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS**

**10. QUALITY ASSURANCE/QUALITY CONTROL**

The Contractor shall employ a policy that monitors and prevents improper manipulation, falsification of data, data entry errors, or deviation from contractual requirements. Policy must be available for the City to view, upon request.

**11. SAFETY AND ENVIRONMENTAL**

- 11.1 The Contractor shall comply with all health, safety and environmental laws (see also Paragraph 11 in Section 0300).
- 11.2 The Contractor shall submit copies of all documentation related to hazardous waste to both the Fleet Service Grants Coordinator and to the Fleet Occupational Health & Safety Specialist located within Fleet Administration within 48 hours of document preparation.
- 11.3 The Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.4 The Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations.

**12. CITY'S RESPONSIBILITIES**

- 12.1 The Fleet Service Center Manager or designee shall coordinate inspections. Fleet Services shall determine which units to test and coordinate with City department's schedule and availability of the units to be tested.
- 12.2 The Fleet Service Center Manager or designee shall provide access to the designated sites and space to perform inspection and testing services. All equipment to be inspected and tested will be located at the designated site on the date(s) and time for the scheduled inspection and testing. Testing will be performed at multiple locations as indicated below. (See Section 0505 for addresses and points of contacts).
  - 12.2.1 Aerial devices other than AFD shall be inspected at Service Center #8.
  - 12.2.2 AFD aerial devices shall be inspected at Service Center #6.
  - 12.2.3 Austin Energy (AE) aerial devices shall be inspected at Service Center #8, #13 and the AE yard.
- 12.3 The Fleet Service Center Manager or designee shall provide the Contractor with a unique delivery order number prior to inspection and testing.
- 12.4 The Fleet Service Center Manager or designee shall follow through with corrective actions to repair units that failed to comply with inspection and testing standards and will provide written documentation to the Contractor that deficiencies have been corrected. Contractor shall retest units and certificates of compliance shall be issued as requested.
- 12.5 The City reserves the right to add, change, or delete user departments throughout term of the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
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FOR  
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INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS**

- 12.6 The City personnel shall be responsible for any cleaning of the apparatus required for the Contractor to conduct a proper test.
- 12.7 The City shall not be responsible for any of the Contractor's equipment or supplies left on site, including but not limited to man-lifts, ladders, personal protective equipment, spot lighting equipment, rags, or other cleaning equipment/ material.

**13. RE-INSPECTIONS AND INSPECTIONS OTHER THAN ANNUAL**

- 13.1. If a unit has minor defects (CAT III), the City shall make the effort to repair the unit immediately. Upon completion of the repairs, the Fleet Service Center Manager(s) or designee shall provide the Contractor with a written repair report. If no re-inspection is deemed necessary, the Contractor shall forward a passing report to the Fleet Service Center Manager or designee immediately upon receipt of the repair report.
- 13.2 If a unit has major defects (CAT I and II), the load test shall not be conducted until repairs are made and the repair work is inspected and found to be acceptable by the Contractor.
- 13.3. The Fleet Service Center Manager or designee will contact the Contractor for re-inspection and re-testing of failed units after repairs have been completed on the failed units. This re-inspection shall be conducted at the repair facility designated by the Fleet Service Center Manager or designee within ten (10) business days following notification of completion of repairs.
- 13.4. Re-inspections and testing shall be conducted in compliance with this Statement of Work.

**14. EMERGENCY CONTRACTOR SUPPORT**

- 14.1. Immediately following contract award, Contractor shall provide the City with an emergency contingency plan that identifies the City as a priority customer in the event of an emergency during the term of the contract and through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 14.2. In the event of an emergency, the contractor and all subcontractors shall agree to follow the direction of the Fleet Director, or their designee, to assure that inspections and testing are made when the City requires them.
- 14.3. Contractor shall consider all City orders as priority and provide preferential treatment to the City throughout the entire contract term. This is a requirement due to the critical nature of much of the City's business.

**15. WORK HOURS**

The City will not pay off-shift rates for inspection and testing performed. Off-shift hours are any hours other than Monday through Friday from 7:00 A.M. through 5:00 P.M. local time.

**16. MILEAGE**

Mileage is not reimbursable, and shall not be billed. However, the Contractor may factor their mileage fee into their prices on the Bid Sheet for the inspection and testing of units on City's premises.

**CITY OF AUSTIN  
FLEET SERVICES  
DELIVERY LOCATIONS AND POINTS OF CONTACT**

<b>Service Center #6</b> Homer Bradshaw, Manager 1182 Hargrave Austin, TX 78702 <a href="mailto:Servicecenter6@austintexas.gov">Servicecenter6@austintexas.gov</a> Main Tel. No. (512) 974-1742 FAX No. (512) 974-9156	<b>Service Center #13</b> Jim Forman, Manager 2412 Kramer Lane Austin, TX 78758 <a href="mailto:Servicecenter13@austintexas.gov">Servicecenter13@austintexas.gov</a> Main Tel. No. (512) 978-2340 FAX No. (512) 978-2350
<b>Service Center #8</b> Richard Pittman, Manager 4411-D Meinardus Austin, TX 78745 <a href="mailto:Servicecenter8@austintexas.gov">Servicecenter8@austintexas.gov</a> Main Tel. No. (512) 974-3075 FAX No. (512) 912-1524	<b>Austin Fire Department</b> LT Lee Williams 2011 East 51 <sup>st</sup> Street Austin, TX 787## Main Tel. No. (512) 974-1731
<b>Austin Energy</b> Norman Pollock 2412 Kramer Lane, Bldg E Austin, TX 78758 <a href="mailto:Norman.pollock@austinenergy.com">Norman.pollock@austinenergy.com</a> Main Tel. No. (512) 505-7244	<b>Fleet Administration – Safety</b> Jo-Ann Cowan, Occupational Health and Safety Specialist Senior 1190 Hargrave Austin, TX 78702 <a href="mailto:Jo-ann.cowan@austintexas.gov">Jo-ann.cowan@austintexas.gov</a> Main Tel. No. (512) 974-1534 FAX No. (512) 974-1549
<b>Austin Energy</b> Robert Lujan 4411-B Meinardus Austin, TX 78745 <a href="mailto:robert.lujan@austinenergy.com">robert.lujan@austinenergy.com</a> Main Tel. No. (512) 505-7818	<b>Fleet Administration – Contracts &amp; Contract Compliance</b> Hazel Black, Contract Compliance Specialist Sr. 1190 Hargrave Austin, TX 78702 <a href="mailto:hazel.black@austintexas.gov">hazel.black@austintexas.gov</a> Main Tel. No. (512) 974-1751 FAX No. (512) 974-9170

**BID SHEET****CITY OF AUSTIN ("CITY") - FLEET SERVICES****ANNUAL INSPECTION AND TESTING OF AERIAL DEVICES INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS****Solicitation No.: JRD0021****Special Instructions:**

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the responder does not wish to bid on that item. Be advised, that a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide to historical usage. Actual purchases may vary. Failure to respond to each section of this bid sheet may result in disqualification of your bid.

**SECTION 1: SPECIFIED ITEMS (AERIAL LADDERS / LIFTING DEVICES)**

NOTE: The intent of asking for single price per unit is for the quoted price to include all labor, equipment, per diem, travel, and any other costs associated with providing the services requested. Please be sure to take this into consideration when pricing your bid.

Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts Services provision in Section 0400.

Firm fixed pricing is required for the first 12 months of the Contract.

LINE ITEM	DESCRIPTION	UNIT PRICE TO CITY	ESTIMATED ANNUAL QTY	UNIT	EXTENDED PRICE
1	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current ASME B30.5; mobile and locomotive cranes) Section 0500, 3.2.1	\$1,400.00	35	EACH	\$49,000.00
2	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current OSHA 29 CFR Part 1926.1501; truck mounted mobile cranes 2,000 pounds capacity and under (not covered by ASME B30.5) Section 0500, 3.2.2	\$300.00	5	EACH	\$1,500.00
3	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current OSHA 29 CFR Part 1910.178; fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines) Section 0500, 3.2.3	\$700.00	5	EACH	\$3,500.00
4	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current ANSI A92.2; vehicle-mounted elevating and rotating aerial devices) Section 0500, 3.2.4	\$850.00	20	EACH	\$17,000.00
5	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current ANSI A92.3; manually propelled elevating aerial platforms) Section 0500, 3.2.5	\$850.00	20	EACH	\$17,000.00
6	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current ANSI A92.5; boom-supported elevating work platforms) Section 0500, 3.2.6	\$850.00	20	EACH	\$17,000.00

<b>BID SHEET</b> <b>CITY OF AUSTIN ("CITY") - FLEET SERVICES</b> <b>ANNUAL INSPECTION AND TESTING OF AERIAL DEVICES INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS</b>					
7	Aerial Ladder / Lifting Device Annual Inspection and Testing (for equipment covered by the current ANSI A10.31; digger derricks) Section 0500, 3.2.7	\$850.00	20	EACH	\$17,000.00
8	Aerial Ladder Annual Inspection and Testing (for equipment covered by the current NFPA 1911; fire apparatus equipped with an aerial ladder, an elevating platform or a water tower) Section 0500, 3.2.9	\$1,500.00	20	EACH	\$30,000.00
9	Aerial Ladder / Lifting Device-Return Trip for Re-Inspection or Inspection After Repair or Other Reason, Section 0500, 13.3	original price	10	EACH	TBD
Section 1 TOTAL					\$152,000.00
<b>SECTION 2: SPECIFIED ITEMS (GROUND LADDERS)</b>  NOTE: The intent of asking for single price per unit is for the quoted price to include all labor, equipment, per diem, travel, and any other costs associated with providing the services requested. Please be sure to take this into consideration when pricing your bid.  Revisions to Specified Items may only be adjusted using the Economic Price Adjustment - Specified Parts Services provision in Section 0400.  Firm fixed pricing is required for the first 12 months of the Contract.					
LINE ITEM	DESCRIPTION	PRICE PER FOOT	ESTIMATED QUANTITY	UNIT	EXTENDED PRICE
10	Ground Ladder Inspection and Testing (Section 0500, 3.2.8)	\$3.00	6,500	Linear Foot	\$19,500.00



<b>BID SHEET</b> <b>CITY OF AUSTIN ("CITY") - FLEET SERVICES</b> <b>ANNUAL INSPECTION AND TESTING OF AERIAL DEVICES INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS</b>					
<b>SECTION 3: PRIORITY SERVICES</b>					
LINE ITEM	DESCRIPTION	UNIT PRICE TO CITY	ESTIMATED ANNUAL QTY	UNIT	EXTENDED PRICE
11	Charge for Expedited SERVICES (leapfrog)	orig price (mob. chg may apply)	50	EA	TBD
<b>SECTION 4: CONFIRMATION OF REQUIREMENTS</b>					
LINE ITEM	QUESTIONS	RESPONSE			
12	<p>State the number of your employees that are ANSI/ASNT CP-189 certified NDT Level III Technicians with ASNT CP-189 certification.</p> <p>Did you provide copies of the Certifications with this bid?</p>	<div style="margin-bottom: 10px;"> <math display="block">\frac{7}{\# \text{ OF LEVEL II TECHS}}</math> </div> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
13	<p>Has your company provided services as a prime contractor, for aerial and ground ladder inspection and testing services that is similar in size and scope to this contract within the last five (5) years.</p> <p>Did you provide Reference Sheet (Section 0700) with this bid?</p>	<div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO         </div> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14	<p>Do you have a minimum of two (2) ASNT-NDT certified Level II Technicians with ASNT CP-189-2011 certification that have three years of hands-on experience within the last five years of providing aerial and ground ladder inspection similar in size and scope to this contract.</p> <p>Did you provide copies of the Certifications with this bid?</p> <p style="text-align: right;">R&amp;A has provided this service for COA for over 20 years.</p> <p>*****R&amp;A will provide one Level II (CP-189) to monitor all inspections performed by our subcontractor who will provide two Level II (SNT-TC-1A) inspectors.*****</p>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO         </div> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
15	<p>Does your company have a "Written Practice" that is approved/signed by the company's NDT Level III? Please refer to the ASNT-TC-1A</p> <p>Did you provide a copy of the signed "Written Practice" with this bid?</p>	<div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO         </div> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

**BID SHEET**

**CITY OF AUSTIN ("CITY") - FLEET SERVICES**

**ANNUAL INSPECTION AND TESTING OF AERIAL DEVICES INCLUDING FIRE-TRUCK AERIAL AND GROUND LADDERS**

Two (2) CDs or electronic copies, if available, of the price list(s) upon which the discounts or markups are based shall be submitted within five (5) working days after notice of award. The City will accept a printed copy only if no electronic format is available.

ALL PAGES OF THE BID SHEET MUST BE RETURNED OR THE BID MAY BE DISQUALIFIED.

COMPANY NAME: Reinhart & Associates, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Stan Kaminski

EMAIL ADDRESS: mail@reinhartassoc.com

**Section 0605: Local Business Presence Identification**

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) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*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	Reinhart & Associates, Inc.					
Physical Address	13419-A Immanuel Rd., Pflugerville, TX 78660					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	Yes			<input checked="" type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	Yes	No

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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



**REINHART & ASSOCIATES, INC.**  
NONDESTRUCTIVE EVALUATION SPECIALISTS

P.O. BOX 140105  
AUSTIN, TX 78714  
PHONE: (512) 834-8911  
FAX: (512) 834-1266  
Email: mail@reinhardtassoc.com  
Web Site: http://www.reinhardtassoc.com

**REINHART & ASSOCIATES, INC. CERTIFIED PERSONNEL (08-04-2014)**

Technician Name	NDT Methods	Certification Level	Cert No.	Expiration Date
Aguilar, Carlos	PT/UT	R&A Level II	R&A #1360	5/2016
	MT	R&A Level II	R&A #1360	
Allen, Garry	PT/MT/UT/RT	ASNT NDT Level III	JM-780	7/2017
	PT/MT/UT/RT	ACCP Professional Level III	91040	7/2017
	VT	ACCP Level II	91040	4/2016
	VT	AWS-CWI	80040011	4/2016
Dwyer, Roland	PT/UT/RT/VT	ACCP Level II	25729	1/2019
Kaminski, Stan	ET	ASNT NDT Level III	49997	8/2016
	MT	ASNT NDT Level III	49997	1/2019
	UT	ASNT NDT Level III	49997	7/2016
	PT/UT	ACCP Level II	49997	2/2019
	VT	AWS-CWI	86060531	6/2016
Knapek, Keith	MT	R&A Level II	R&A #1352	3/2017
	UT	R&A Level II	R&A #1352	6/2017
	PT	R&A Level II	R&A #1352	4/2017
Leon-Salamanca, Teodoro	MT/UT	ASNT NDT Level III	28962	12/2018
	MT/UT	ACCP Professional Level III	28962	12/2018
McGuire, Cody	ET	R&A Level II	R&A #1344	Processing
	MT	R&A Level II	R&A #1344	10/2014
	PT	R&A Level II	R&A #1344	1/2015
Monaco, Mike	MT/UT	ASNT NDT Level III	LM-1897	12/2018
Perez, Carlos	VT	ACCP Level II	172780	6/2014
	VT	AWS-CWI	8060311	6/2014
Rocha, Richard	PT/UT	ACCP Level II	81423	1/2019
Whitaker, Richard	PT/MT/UT/RT/VT	ACCP Level II	141771	1/2019



# Diversified Inspections/ITL

## Record of Current Certifications for Level III

Name: Ralph Goodwin Employee Number: \_\_\_\_\_

Hire Date: January 18, 1985 Education Level: High School

Method	Level	Years Experience	Limited certification	Hours Experience	Composite Score	Original Certification	Date of Recertification	Recertification Due Date
Vision Acuity (ASNT)						04/17/85	04/05/14	04/05/15
Magnetic Particle (ASNT)	III	27		12150	87.7%	05/04/13		05/04/18
Ultrasonics (ASNT)	III	27		6075	83.8%	05/20/13		05/20/18
Visual Inspection (ASNT)								
Acoustic Emission (ASNT)	III	27		12150	88.7%	09/05/13		09/05/18
Liquid Penetrant	III	27		6075	91.0%	09/10/13		09/10/13

All certifications are in accordance with requirements established in the company written practice, based on the most recent version of ASNT SNT-TC-1A. Supporting documentation is maintained and available for audit Phoenix, AZ facility of Diversified Inspections/ITL.

Date of original certification is shown in table above. All re-certification documentation is on file with the certification documentation.

All certifications are issued to the above named person by Diversified Inspections/ITL and are valid for the duration of employer with this company. These certifications are considered null and void at time of termination with this company.

Certifying Agent: \_\_\_\_\_

Date: April 5, 2014

Title: Leland Bisbee

President/CEO



# Diversified Inspections/ITL Inc.

Be it known that

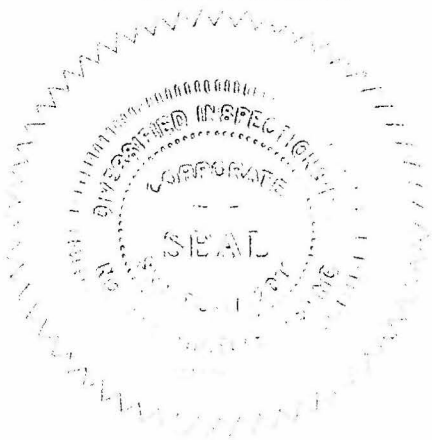
## Ralph Goodwin

has met the established and published Requirements for Certification by ASNT as Recommended Practice No.

### SNT-TC-1A Level III

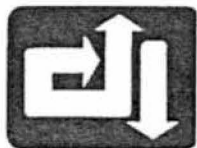
in the following Nondestructive Testing Methods:

<u>Method</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Magnetic Particle	5/13	5/18
Ultrasonic	5/13	5/18
Liquid Penetrant	9/13	9/18
Acoustic Emission	9/13	9/18



Leland Bisbee  
President/CEO

This certification is the property of Diversified Inspections/ITL, is not official without SNT-TC-1A raised gold seal and is subject to revocation prior to the listed expiration date.  
This certificate should be verified by contacting the DI/ITL Technical Training Director.



# Diversified Inspections/ITL

## Record of Current Certifications

Name: Chuck Goss Employee Number: 90-120  
 Hire Date: July 23, 2004 Education Level: High School

Method	Level	Training Hours	Limited certification	Hours Experience	Composite Score	Original Certification	Date of Recertification	Recertification Due Date
Vision Acuity (ASNT)						10/20/05	06/15/14	06/15/15
Magnetic Particle (ASNT)	II	20	X	3150	98.0%	10/20/05	01/16/13	01/16/18
Ultrasonics (ASNT)	II	80	X	1575	90.0%	11/15/05	01/18/13	01/18/18
Visual Inspection (ASNT)	II	24		9450	95.4%	10/20/05	01/15/13	01/15/18
Acoustic Emission (ASNT)	II	80	X					
Liquid Penetrant	II	12		315	95.0%	11/15/05	01/15/13	01/15/18
Dielectric Testing		52			100.0%	10/20/05		
DOT Annual Inspections		2080						
Mobile Crane Inspection		80						
Overhead Crane Inspection		80						
NFPA Aerials		80			85.0%	06/20/12		
NFPA Ground Ladders		80			93.4%	06/20/12		

All certifications are in accordance with requirements established in the company written practice, based on the most recent version of ASNT SNT-TC-1A . Supporting documentation is maintained and available for audit Phoenix ,AZ facility of Diversified Inspections/ITL.

Date of original certification is shown in table above. All re-certification documentation is on file with the certification documentation.

All certifications are issued to the above named person by Diversified Inspections/ITL and are valid for the duration of employe with this company. These certifications are considered null and void at time of termination with this company.

Certifying Agent:

  
 Ralph Goodwin SNT-TC-1A Level III  
 Manager of Safety and Training

Date: June 15, 2014

Title:



# Diversified Inspections/ITL

## Record of Current Certifications

Name: Barry Valier Employee Number: 50-500

Hire Date: June 6, 2011 Education Level: High School

Method	Level	Training Hours	Limited certification	Hours Experience	Composite Score	Original Certification	Date of Recertification	Recertification Due Date
Vision Acuity (ASNT)						08/26/12	07/14/14	07/14/15
Magnetic Particle (ASNT)	II	20	X	1360	90.0%	05/05/14		05/05/19
Ultrasonics (ASNT)	II	80	X	675	82.1%	07/14/14		07/14/19
Visual Inspection (ASNT)	II	24		2700	88.0%	08/26/12		08/26/17
Acoustic Emission (ASNT)	II	80	X					
Liquid Penetrant	II	12						
Dielectric Testing		52			88.0%	08/26/12		
DOT Annual Inspections		2080						
Mobile Crane Inspection		80						
Overhead Crane Inspection		80						
NFPA Aerials		80						
NFPA Ground Ladders		80			100.0%	01/24/14		

All certifications are in accordance with requirements established in the company written practice, based on the most recent version of ASNT SNT-TC-1A. Supporting documentation is maintained and available for audit Phoenix, AZ facility of Diversified Inspections/ITL.

Date of original certification is shown in table above. All re-certification documentation is on file with the certification documentation.

All certifications are issued to the above named person by Diversified Inspections/ITL and are valid for the duration of employment with this company. These certifications are considered null and void at time of termination with this company.

Certifying Agent:

  
 Ralph Goodwin SNT-TC-1A Level III  
 Manager of Safety and Training

Date: July 14, 2014

Title:



**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name Reinhart & Associates, Inc.

1. Company's Name City of Austin  
Name and Title of Contact Homer Bradshaw  
Present Address 1182 Hargrave  
City, State, Zip Code Austin, Texas 78702  
Telephone Number ( 512 ) 974-3075 Fax Number ( 512 ) 978-2340  
Email Address Servicecenter6@austintexas.gov

2. Company's Name City of Austin  
Name and Title of Contact Norman Pollock  
Present Address 2414 Kramer Lane, Bldg E  
City, State, Zip Code Austin, Texas 78758  
Telephone Number ( 512 ) 505-7244 Fax Number ( )  
Email Address norman.pollock@austinenergy.com

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_

**City of Austin, Texas  
Section 0800  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**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.

**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. 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.

**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

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;

- 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 (7th) 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 forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

**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.

**Section 0835: Non-Resident Bidder Provisions**

Company Name Reinhart & Associates, Inc.

- 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"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle 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.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

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

SOLICITATION NUMBER: JRD0021

PROJECT NAME: Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders

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.

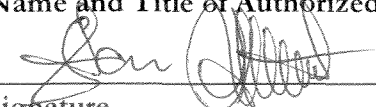
Yes   X   If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

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.

Reinhart & Associates, Inc.  
Company Name

Stan Kaminski, Vice President  
Name and Title of Authorized Representative (Print or Type)

  
Signature

08/04/2014  
Date



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

*(Please duplicate as needed)*

SOLICITATION NUMBER: JRD0021

PROJECT NAME: Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Reinhart & Associates, Inc.		
Address	13419-A Immanuel Rd.		
City, State Zip	Pflugerville, Texas 78660		
Phone	512/834-8911	Fax Number	512/834-1266
Name of Contact Person	Cody McGuire		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

Stan Kaminski, Vice President

**Name and Title of Authorized Representative (Print or Type)**

**Signature**

08/04/2014

**Date**

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

<b>Sub-Contractor/Consultant</b>	Diversified Inspections		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code	VS0000030036		
Contact Person	Randy Skinner	Phone Number:	602/347-6301
Amount of Subcontract	\$ TBD		
List commodity codes & description of services	Inspections Services		

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

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

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

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

EXHIBIT A  
EQUIPMENT LIST

Fleet Service Center	Department	Year	Make	Model	Unit Description	Description Classification
SC06	FIRE DEPARTMENT	1988	PIERCE MFG	ARROW	PIERCE 105FT LDRTRK 64200GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	1988	PIERCE MFG	ARROW	PIERCE 105FT LDRTRK 64200GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	1995	SPARTAN	GA40M-3164	SPARTAN 105FT LDRTRK 63500GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	1997	SPARTAN	GA40M-3164	SPARTAN 105FT LDRTRK 64000GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	1997	SPARTAN	GA40M-3164	SPARTAN 105FT LDRTRK 64000GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2000	PIERCE MFG	DASH	PIERCE LDRTWR 75500GVWR	TRK CUST LADDER TWR DIES
SC06	FIRE DEPARTMENT	2000	PIERCE MFG	DASH	PIERCE LDRTWR 75500GVWR	TRK CUST LADDER TWR DIES
SC06	FIRE DEPARTMENT	1998	SPARTAN	GA41M-2142	SPARTAN 105FT LDRTRK 64000GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2006	PIERCE MFG	QUANTUM	PIERCE 105FT LDRTRK 74800GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2006	PIERCE MFG	QUANTUM	PIERCE 105FT LDRTRK 74800GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2002	PIERCE MFG	QUANTUM	PIERCE 105FT LDRTRK 69500GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2001	PIERCE MFG	DASH	PIERCE 105FT LDRTRK 69500GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2010	PIERCE MFG	VELOCITY	PIERCE 4D VELOCITY AERIAL LADDER 76800GV	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2005	PIERCE MFG	QUANTUM	PIERCE QUINTPUMP 74800GVWR	TRUCK QUINT PUMP
SC06	FIRE DEPARTMENT	2001	PIERCE MFG	DASH	PIERCE 105FT LDRTRK 69500GVWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2003	PIERCE MFG	QUANTUM	PIERCE QUINTPUMP 74800GVWR	TRUCK QUINT PUMP
SC06	FIRE DEPARTMENT	2003	PIERCE MFG	QUANTUM	PIERCE QUINTPUMP 74800GVWR	TRUCK QUINT PUMP
SC06	FIRE DEPARTMENT	2003	PIERCE MFG	QUANTUM	PIERCE QUINTPUMP 74800GVWR	TRUCK QUINT PUMP
SC06	FIRE DEPARTMENT	2008	PIERCE MFG	VELOCITY	PIERCE 4D AERIAL LADDER 74,800GWR	TRK 105' CUST LADDER DIES
SC06	FIRE DEPARTMENT	2002	YALE	GP040RG	YALE FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC06	FIRE DEPARTMENT	2008	PIERCE MFG	VELOCITY	PIERCE 4D AERIAL LADDER 74,800GWR	TRK 105' CUST LADDER DIES
SC06	FLEET SERVICES	2000	KOMATSU	FG30HT	KOMATSU FG30HT FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	AVIATION OPERATING	2002	IHC	4700	IHC TEREX 4700 AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	AVIATION OPERATING	2006	TOYOTA	7FGU70	TOY FRKLFT 10KLBS 22520GVWR LPG	FORKLIFT, OVER 10,000 LBS
SC08	AVIATION OPERATING	1983	HYSTER	ACP150DS	HYSTER FRKLFT 10KLBS	FORKLIFT, OVER 10,000 LBS
SC08	AVIATION OPERATING	2001	YALE	GTP030AF	YALE FRKLFT 4KLBS	FORKLIFT, LESS THAN 4,000
SC08	AUSTIN TRANSPORTATION	2007	TOYOTA	7FGU35	TOY 7FGU35 FRKLFT 8KLBS BIFUEL LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	AUSTIN TRANSPORTATION	2008	TOYOTA	7FGU40	TOYOTA FRKLFT 14,070GVWR UNL	FORKLIFT, 6 TO 8,000 LBS
SC08	AVIATION OPERATING	2010	FORD	F550	FORD VERSALIFT AERIAL 40FT 19500GVWR DSL	TRK AER TWR 26' 24K DIE
SC08	ELECTRIC OPERATING	1987	IHC	F1954	IHC PITMAN 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	1994	IHC	4900	IHC STINGER 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	1994	CLARKLIFT	DPH75PK	CLARK DPH75PK FRKLFT 16KLBS DIESEL	FORKLIFT, 16,000 LBS CAPA
SC08	ELECTRIC OPERATING	1995	CLARK	GPX40	CLARK FRKLFT 8KLBS	FORKLIFT, 8,000 LBS CAPAC
SC08	ELECTRIC OPERATING	1997	DILO	G35S	DILO G35S FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	ELECTRIC OPERATING	2001	DAEWOO	G35S-LP	DAEWOOD FRKLFT 8KLBS	FORKLIFT, 8,000 LBS CAPAC
SC08	ELECTRIC OPERATING	2002	FORD	F550	FORD VERSALIFT AT37FT 19500GVWR	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2002	FORD	F550	FORD VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2002	FORD	F550	FORD VERSALIFT AT37FT 19500GVWR	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2006	IHC	7400SFA	IHC TEREX AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2010	FORD	F550	FORD F550 TEREX LT236 AT 33FT 19500GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	2008	DOOSAN	B15T-5	DOOSAN FRKLFT ELECTRIC	FORKLIFT, LESS THAN 4,000
SC08	ELECTRIC OPERATING	2007	IHC	7600SBA	IHC NATIONAL 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	ELECTRIC OPERATING	2009	TOYOTA	7FBCU32	TOYOTA FORKLFT 6500LB 8020GVWR ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC08	ELECTRIC OPERATING	2007	FORD	F750	FORD ALTEC AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2006	TOYOTA	7FBEU15	TOY FRKLFT 5KLBS 5630GVWR ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC08	ELECTRIC OPERATING	2009	IHC	4300	INT ALTEC 33FT AERIAL LFT 33000GVWR HYB	TRK AER TWR 35' 27K DIE
SC08	FINANCIAL SERVICES	2000	FORD	F550	FORD TEREX AT33FT 15000GVWR	TRK AER TWR 33' 15K DIE
SC08	FINANCIAL SERVICES	2004	TOYOTA	7FBEU15	TOY FRKLFT 5KLBS ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC08	FIRE DEPARTMENT	2005	TOYOTA	7FBEU15	TOY FRKLFT 5KLBS ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC08	FLEET SERVICES	1986	CLARK EQUI	C500Y135	CLARK C500Y135 FRKLFT 10KLBS	FORKLIFT, OVER 10,000 LBS
SC08	FLEET SERVICES	2000	TAILIFT	FG-35P	TAILIFT FG35P FRKLFT 8KLBS BI-FUEL LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	FLEET SERVICES	1997	IHC	4700	IHC VERSALIFT AT33FT 24000GVWR	TRK AER TWR 26' 24K DIE
SC08	LIBRARY OPERATING	2004	GENIE	TZ34	GENIE TZ34 AERIEL LIFT TRLMNT ELECTRIC	AERIAL LIFT, TRAILER MOUN
SC08	PARKS & RECREATION	1997	IHC	4900 4X2	IHC TECO AT55FT 39000GVWR	TRK AER TWR 50' 30K DIE
SC08	PARKS & RECREATION	1997	IHC	4700	IHC VERSALIFT AT33FT 24000GVWR	TRK AER TWR 26' 24K DIE
SC08	PARKS & RECREATION	1998	IHC	4700	IHC TEREX AT33FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	PARKS & RECREATION	2005	JLG	E400AJP	JLG AERIAL BOOM LIFT 45FT ELECTRIC	AERIAL BOOM LIFT, 40-45 F

EXHIBIT A  
EQUIPMENT LIST

Fleet Service Center	Department	Year	Make	Model	Unit Description	Description Classification
SC08	PARKS & RECREATION	2006	FREIGHTLIN	M2106	FREIGHT PRENTICE 12KLBS CRANE 58000GVWR	TRK PLAT 12K CRAN 50K DIE
SC08	PARKS & RECREATION	2008	FREIGHTLIN	M2106	FREIGHT PLTFRM KCLBOOM 12KLBS 50000GVWR	TRK PLAT 12K CRAN 50K DIE
SC08	PARKS & RECREATION	2005	TOYOTA	7FDU15	TOY 7FDU15 FRKLFT 5KLBS	FORKLIFT, 3 TO 5,000 LBS
SC08	PARKS & RECREATION	2005	FREIGHTLIN	M2106	FREIGHT PRENTICE 12KLBS CRANE 58000GVWR	TRK PLAT 12K CRAN 50K DIE
SC08	POLICE OPERATING	2006	TOYOTA	7FBEU15	TOY FRKLFT 5KLBS ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC08	PUBLIC WORKS DEPT	2007	IHC	4300	IHC PLTFRM CONST 25999GVWR	TRK AER TWR 150' DIE
SC08	WASTEWATER OPERATING	1986	IHC	F1954	IHC NATIONAL 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	WASTEWATER OPERATING	1998	IHC	2554 6X4	IHC NATIONAL 20KLBS CRANE 56000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	WASTEWATER OPERATING	2001	IHC	2554 6X4	IHC NATIONAL 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	WASTEWATER OPERATING	2001	IHC	2554 6X4	IHC NATIONAL 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	WASTEWATER OPERATING	1997	IHC	4700	IHC NATIONAL 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	WATER OPERATING	2000	DAEWOO	G30E-LPG	DAEWOO G30E FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	WATER OPERATING	2000	YALE	GLP080	YALE FRKLFT 8KLBS	FORKLIFT, 8,000 LBS CAPAC
SC08	WATER OPERATING	2008	TOYOTA	7FCU35	TOYOTA ELECTRIC FRKLFT	FORKLIFT, 3 TO 5,000 LBS
SC08	WATERSHED PROT.	2007	IHC	7600SBA	IHC NATIONAL 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	WATERSHED PROT.	2007	JLG	T350	JLG T350 AERIAL LIFT TRLMNT	AERIAL LIFT, TRAILER MOUN
SC08	WATERSHED PROT.	2010	IHC	7500SBA	IHC Effer KCLBOOM 60000GVWR DSL	TRK PLAT 12K CRAN 50K DIE
SC08	CONVENTION CENTER	1992	CLARK EQUI	GPX20	CLARK GPX20 FRKLFT 5KLBS LPG	FORKLIFT, 3 TO 5,000 LBS
SC08	CONVENTION CENTER	1992	CLARK EQUI	GPX20	CLARK GPX20 FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	CONVENTION CENTER	2008	DOOSAN	G25E-LP	DOOSAN G25ELP 5000LB FRKLFT 8686GVWR LPG	FORKLIFT, 3 TO 5,000 LBS
SC08	CONVENTION CENTER	1996	CLARK	GPX15E	CLARK GPX15E FRKLFT 5KLBS LPG	FORKLIFT, 3 TO 5,000 LBS
SC08	CONVENTION CENTER	2006	JLG	E45A	JLG AERIAL BOOM LIFT 45FT ELECTRIC	AERIAL BOOM LIFT, 40-45 F
SC08	CONVENTION CENTER	2009	JLG	E45A	AERIAL BOOM LIFT 45FT BATTERY POWERED	AERIAL LIFT, TRAILER MOUN
SC08	CONVENTION CTR PALMER	1999	YALE	GLP030AF	YALE GP030AF FRKLFT 5KLBS LPG	FORKLIFT, 3 TO 5,000 LBS
SC08	FINANCIAL SERVICES	2010	DOOSAN	BC20SC	DOOSAN BC20SC 4000LB FRKLFT ELECTRIC	FORKLIFT, LESS THAN 4,000
SC08	FLEET SERVICES	1993	CLARK EQUI	GPX20	CLARK GPX20 FRKLFT 8KLBS LPG	FORKLIFT, 8,000 LBS CAPAC
SC08	POLICE OPERATING	2008	MISC	EQUIPMENT	FORKLIFT, HYSTER, 4K, ELECTRIC	FORKLIFT, LESS THAN 4,000
SC08	AUSTIN TRANSPORTATION	1998	IHC	4700	IHC VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	AUSTIN TRANSPORTATION	2002	IHC	4700	IHC VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	AUSTIN TRANSPORTATION	1999	IHC	4700	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC08	AUSTIN TRANSPORTATION	1999	IHC	4700	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC08	AUSTIN TRANSPORTATION	1999	IHC	4700	IHC VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	AUSTIN TRANSPORTATION	1998	IHC	4700	IHC VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	AUSTIN TRANSPORTATION	1998	IHC	4700	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC08	AUSTIN TRANSPORTATION	1998	IHC	4700	IHC VERSALIFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	1986	CLARK EQUI	C500Y135	CLARK C500Y135 FRKLFT 10KLBS	FORKLIFT, OVER 10,000 LBS
SC08	ELECTRIC OPERATING	1987	IHC	F1954	IHC PITMAN 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	1995	CHEVROLET	MISC	CHEV SIMON AT65FT 32000GVWR	TRK AER TWR 65' 32K DIE
SC08	ELECTRIC OPERATING	1992	CLARK	UNKNOWN	CLARK FRKLFT 5KLBS ELECT	FORKLIFT, 3 TO 5,000 LBS
SC08	ELECTRIC OPERATING	1993	FORD	F450SD	FORD VERSALIFT AT33FT 15000GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	1993	CLARK EQUI	DPH75	CLARK DPH75 FRKLFT 16KLBS DIESEL	FORKLIFT, 16,000 LBS CAPA
SC08	ELECTRIC OPERATING	2002	IHC	4700	IHC TEREX AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	1993	CLARK EQUI	DPH75	CLARK DPH75 FRKLFT 16KLBS DIESEL	FORKLIFT, 16,000 LBS CAPA
SC08	ELECTRIC OPERATING	2000	IHC	MISC	IHC TEREX AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2000	KOMATSU	FG40ZT-7	KOMATSU FRKLFT 5KLBS LPG	FORKLIFT, 3 TO 5,000 LBS
SC08	ELECTRIC OPERATING	1996	FORD	F800	FORD COMMANDER 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	2005	IHC	7400 SFA 6X4	IHC TECO AT55FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2002	FORD	F550	FORD VERSALFT AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2004	IHC	7400SFA	IHC TEREX AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2002	STERLING	M8500	STERLING VERALIFT AT55FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2006	FORD	F550	FORD TEREX AT33FT 15000GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	2006	FORD	F550	FORD F550 VERSALIFT AT33FT 15000GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	2003	FREIGHTLIN	FL80	FREIGHT TEREX AT55FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2001	IHC	4700	IHC TEREX AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2004	IHC	7400	IHC LIFTALL AT65FT 32000GVWR	TRK AER TWR 65' 32K DIE
SC08	ELECTRIC OPERATING	2005	FREIGHTLIN	FL70	FREIGHT FL70 AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2010	FORD	F550	FORD F550 TEREX LT236 AT 33FT 19500GVWR	TRK AER TWR 33' 15K DIE

EXHIBIT A  
EQUIPMENT LIST

Fleet Service Center	Department	Year	Make	Model	Unit Description	Description Classification
SC08	ELECTRIC OPERATING	2010	FORD	F550	FORD F550 TEREX LT236 AT 33FT 19500GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	2010	FORD	F550	FORD F550 TEREX LT236 AT 33FT 19500GVWR	TRK AER TWR 33' 15K DIE
SC08	ELECTRIC OPERATING	2010	IHC	7300	IHC 7300 TEREX HR40 AT 40FT 33000GVWR	TRK AER TWR 48' 30K DIE
SC08	ELECTRIC OPERATING	2000	IHC	MISC	IHC TECO AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2004	FREIGHTLIN	FL70	FREIGHT TEREX AT90FT 30000GVWR	TRK AER TWR 90-99' DIE
SC08	ELECTRIC OPERATING	2005	FREIGHTLIN	FL80	FREIGHT SIMON AT65FT 32000GVWR	TRK AER TWR 65' 32K DIE
SC08	ELECTRIC OPERATING	2004	STERLING	ACTERRA	STERLING NATIONAL 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	ELECTRIC OPERATING	2002	IHC	7400 4X2	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC08	ELECTRIC OPERATING	2007	FORD	F750	FORD ALTEC AT50FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2007	FORD	F750	FORD ALTEC AT50FT 30000GVWR DSL	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2007	FREIGHTLIN	M2106	FREIGHT M2106 20KLBS CRANE 50000GVWR DSL	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	2008	FORD	F550	FORD ALTEC 37FT AERIAL 17950GVWR DSL/HYB	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2010	STERLING	M8500	STERLING TEREX TRKMNT DIGGER 41720GVWR	TRK PLAT 16K CRAN 30K DIE
SC08	ELECTRIC OPERATING	2008	STERLING	CONV55	STERLING ALTEC 35FT MANLFT 19500GVWR DSL	TRK AER TWR 35' 27K DIE
SC08	ELECTRIC OPERATING	2009	FREIGHTLIN	M2106V	FREIGHT ALTEC 55FT AERIAL 56000GVWR DSL	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2009	FREIGHTLIN	M2106V	FREIGHT ALTEC 55FT AERIAL 56000GVWR DSL	TRK AER TWR 50' 30K DIE
SC08	ELECTRIC OPERATING	2009	FREIGHTLIN	M2106V	FREIGHT ALTEC 65FT AERIAL 56000GVWR DSL	TRK AER TWR 65' 32K DIE
SC08	FLEET SERVICES	2001	TAILIFT	FG30P	TAILIFT FG30P FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	PARKS & RECREATION	2002	IHC	4900	IHC TEREX AT42FT 35000GVWR	TRK AER TWR 40' 27K DIE
SC08	PARKS & RECREATION	2002	IHC	4900	IHC TEREX AT42FT 35000GVWR	TRK AER TWR 40' 27K DIE
SC08	PUBLIC WORKS DEPT	2010	FORD	F550	FORD VERSALIFT AERIAL 40FT 19500GVWR DSL	TRK AER TWR 26' 24K DIE
SC08	PUBLIC WORKS DEPT	2010	FORD	F550	FORD VERSALIFT AERIAL 40FT 19500GVWR DSL	TRK AER TWR 26' 24K DIE
SC08	PUBLIC WORKS DEPT	2010	FORD	F550	FORD VERSALIFT AERIAL 40FT 19500GVWR DSL	TRK AER TWR 26' 24K DIE
SC08	SOLID WASTE OPERATIN	2009	IHC	4300	IHC 4300SBA KCLBOOM CRANE 33000GVWR HYB	TRK PLAT 12K CRAN 50K DIE
SC08	SOLID WASTE OPERATIN	1995	TOYOTA	4Y0421795	TOY FRKLFT 4KLBS	FORKLIFT, LESS THAN 4,000
SC08	SOLID WASTE OPERATIN	2009	IHC	4300	IHC 4300SBA KCLBOOM CRANE 33000GVWR DSL	TRK PLAT 12K CRAN 50K DIE
SC08	WATER OPERATING	1993	IHC	2554	IHC 2554 PLTFRM 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	WATER OPERATING	2001	TAILIFT	FG30P	TAILIFT FG30P FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	WATERSHED PROT.	2008	FREIGHTLIN	M2106	FREIGHT M2106 STKBED KCLBOOM 58000GVWR	TRK PLAT 20K CRAN 50K DIE
SC08	FLEET SERVICES	2005	TOYOTA	7FGU35	TOY 7FGU35 FRKLFT 8KLBS BIFUEL LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	SOLID WASTE OPERATIN	2002	FREIGHTLIN	FL80	FREIGHT FL80 KCLBOOM 12KLBS 50000GVWR	TRK PLAT 12K CRAN 50K DIE
SC08	SOLID WASTE OPERATIN	2000	YALE	P060TG	YALE FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC08	SOLID WASTE OPERATIN	2003	IHC	7400 SFA 4X2	IHC 7400 STKBED CRANE TRK 35000GVWR	TRK STK BED CRANE 35K DIE
SC08	SOLID WASTE OPERATIN	2008	FREIGHTLIN	M2106	FREIGHT BLOUNT 12KLBS CRANE 50000GVWR	TRK PLAT 12K CRAN 50K DIE
SC08	SOLID WASTE OPERATIN	2008	TOYOTA	7FCU35	TOYOTA ELECTRIC FRKLFT	FORKLIFT, 6 TO 8,000 LBS
SC08	SOLID WASTE OPERATIN	2008	TOYOTA	7FCU35	TOYOTA ELECTRIC FRKLFT	FORKLIFT, 3 TO 5,000 LBS
SC08	SOLID WASTE OPERATIN	2004	FREIGHTLIN	FL80	FREIGHT PRENTICE KCB00M 12KLBS 50000GVWR	TRK PLAT 12K CRAN 50K DIE
SC13	ELECTRIC OPERATING	2009	IHC	5600	IHC BRONTO AT 170FT 67000GVWR DSL	TRK AER TWR 150' DIE
SC13	ELECTRIC OPERATING	2010	GENIE	GTH-844	GENIE ALLTERRAIN 27FT TELE FRKLFT 8000LB	FORKLIFT, 16,000 LBS CAPA
SC13	ELECTRIC OPERATING	1986	CLARK EQUI	UNKNOWN	CLARK FRKLFT 8KLBS	FORKLIFT, 8,000 LBS CAPAC
SC13	ELECTRIC OPERATING	1992	FORD	F450SD	FORD F450SD AT33FT 15000GVWR	TRK AER TWR 33' 15K DIE
SC13	ELECTRIC OPERATING	1987	FMC	HTC825S	FMC LINKBELT CRANE 25TON 55000GVWR	CRANE, TRUCK MOUNTED, HYD
SC13	ELECTRIC OPERATING	1987	IHC	F1954	IHC HYDRALFT 8TON BOOMTRK 33200GVWR	TRK PLAT 16K CRAN 30K DIE
SC13	ELECTRIC OPERATING	1994	GMC	TC7H042	GMC TECO AT65FT 39000GVWR	TRK AER TWR 65' 32K DIE
SC13	ELECTRIC OPERATING	1991	CLARK EQUI	GPX20	CLARK FRKLFT 8KLBS ELECT	FORKLIFT, 8,000 LBS CAPAC
SC13	ELECTRIC OPERATING	1987	CLARK EQUI	C500Y120	CLARK C500Y120 FRKLFT 10KLBS	FORKLIFT, OVER 10,000 LBS
SC13	ELECTRIC OPERATING	1994	CLARKLIFT	DPH75PK	CLARK DPH75PK FRKLFT 16KLBS DIESEL	FORKLIFT, 16,000 LBS CAPA
SC13	ELECTRIC OPERATING	1994	GMC	C7H064	GMC SIMON 15TON BOOMTRK 48400GVWR	TRK PLAT 20K CRAN 50K DIE
SC13	ELECTRIC OPERATING	2002	FREIGHTLIN	FL80	FREIGHT HIRANGER AT65FT 53220GVWR	TRK AER TWR 50' 30K DIE
SC13	ELECTRIC OPERATING	2000	CLARK	TMS153	CLARK FRKLFT 5KLBS ELECTRIC	FORKLIFT, 3 TO 5,000 LBS
SC13	ELECTRIC OPERATING	1996	FORD	F800	FORD COMMANDER 16KLBS CRANE 30000GVWR	TRK PLAT 16K CRAN 30K DIE
SC13	ELECTRIC OPERATING	1998	FORD	FT900	FORD ALLLIFT AT55FT 30000GVWR	TRK AER TWR 50' 30K DIE
SC13	ELECTRIC OPERATING	1997	FORD	F80	FORD SIMON AT48FT 31000GVWR	TRK AER TWR 48' 30K DIE
SC13	ELECTRIC OPERATING	2007	STERLING	LT9500	STERLING ALTEC PLTFRM 38TON CRANE 64000G	TRK PLAT 20K CRAN 50K DIE
SC13	ELECTRIC OPERATING	1997	CHEVROLET	CC7H064	CHEV SIMON AT35FT 27000GVWR	TRK AER TWR 35' 27K DIE
SC13	ELECTRIC OPERATING	2004	IHC	7400SFA	IHC TEREX 20KLBS CRANE 50000GVWR	TRK PLAT 20K CRAN 50K DIE
SC13	ELECTRIC OPERATING	2010	IHC	7400SFA	IHC 7400 TEREX TCX55 AT 55FT 56000GVWR	TRK AER TWR 50' 30K DIE

EXHIBIT A  
EQUIPMENT LIST

Fleet Service Center	Department	Year	Make	Model	Unit Description	Description Classification
SC13	ELECTRIC OPERATING	2001	CATERPILLA	GP40-LP2	CAT FRKLFT 8000LBS	FORKLIFT, 8,000 LBS CAPAC
SC13	ELECTRIC OPERATING	2006	FREIGHTLIN	FL80	FREIGHT ALTEC AT39FT 33000GVWR	TRK AER TWR 35' 27K DIE
SC13	ELECTRIC OPERATING	2006	FREIGHTLIN	FL80	FREIGHT ALTEC AT39FT 33000GVWR	TRK AER TWR 35' 27K DIE
SC13	ELECTRIC OPERATING	2006	IHC	5600	IHC BRONTO AT150FT 61000GVWR DSL	TRK AER TWR 150' DIE
SC13	ELECTRIC OPERATING	2004	PITMAN	06505	PITMAN TRKMNT AERIAL LFT BCKYRD	AERIAL LIFT, TRACK, DIESE
SC13	ELECTRIC OPERATING	2002	IHC	7400 4X2	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC13	ELECTRIC OPERATING	2007	FREIGHTLIN	M2106	FREIGHT M2106 20KLBS CRANE 50000GVWR DSL	TRK PLAT 16K CRAN 30K DIE
SC13	ELECTRIC OPERATING	2009	FREIGHTLIN	M2106V	FREIGHT ALTEC 65FT AERIAL 56000GVWR DSL	TRK AER TWR 65' 32K DIE
SC13	ELECTRIC OPERATING	2002	IHC	7400 4X2	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC13	ELECTRIC OPERATING	2002	IHC	7400 4X2	IHC TEREX AT48FT 30000GVWR	TRK AER TWR 48' 30K DIE
SC13	ELECTRIC OPERATING	2005	FREIGHTLIN	FL80	FREIGHT ALTEC AT95FT 58000GVWR	TRK AER TWR 90-99' DIE
SC13	ELECTRIC OPERATING	2008	STERLING	M8500	STERLING TEREX 16KLBS CRANE 3000GVWR	TRK PLAT 16K CRAN 30K DIE
SC13	ELECTRIC OPERATING	2005	FREIGHTLIN	M2112	FREIGHT NATIONAL 30TON CRANE 50000GVWR	CRANE, TRUCK MOUNTED, HYD
SC13	ELECTRIC OPERATING	2011	FREIGHTLIN	M2106V	FREIGHTLINER TEREX AT 65FT 56000GVWR DSL	TRK AER TWR 65' 32K DIE
SC13	FLEET SERVICES	2000	KOMATSU	FG30HT	KOMATSU FG30HT FRKLFT 8KLBS LPG	FORKLIFT, 6 TO 8,000 LBS
SC13	WASTEWATER OPERATING	2008	FORD	F550	FORD F550 VERSALIFT AT50FT 30000GVWR DSL	TRK AER TWR 50' 30K DIE
SC13	WATERSHED PROT.	2000	IHC	2554 6X4	IHC PLTFRM KCLBOOM 12KLBS 50000GVWR	TRK PLAT 12K CRAN 50K DIE

**EXHIBIT B**

**INSPECTION REPORT FORM**

**REPORT  
OF  
INSPECTION**

**CUSTOMER** \_\_\_\_\_

**LOCATION** \_\_\_\_\_

**INSPECTION** \_\_\_\_\_

**MANUFACTURER** \_\_\_\_\_

**MODEL NO.** \_\_\_\_\_ **TYPE** \_\_\_\_\_

**SERIAL NO.** \_\_\_\_\_ **YR. OF MFG.** \_\_\_\_\_

**UNIT NO.** \_\_\_\_\_ **TEST DATE** \_\_\_\_\_

**CITY OF AUSTIN**

# EXHIBIT C

## CITY OF AUSTIN

### SUMMARY OF TEST

Customer:		Unit No.:	
Date:		Unit Defect Category No. *:	
Manufacturer:		Model No.:	
Serial No.:		Year of Manufacture:	
Aerial Hours:		Wind Velocity:	mph
Inspector(s):		Temperature:	
REASON FOR TEST			
Annual Inspection:	<input type="checkbox"/>	After Repair:	<input type="checkbox"/>

APPLICABLE NDT METHODS AND INSPECTIONS			
	Satisfactory	See Defect Page	N/A
Ultrasonic Test of Pins			
Magnetic Particle Test of Welds			
Operational Test of Aerial Units			
Torque Check of Accessible Bolts			
Hardness Test of Aluminum Ladder			
Drift Test of Hydraulic Cylinders			
Load Test of Aerial Ladder			
Stability Test of Aerial Platform			
Dye Penetrate Test of Welds			
Hydraulic Oil Analysis (to be mailed back)			
Eddy Current			
Ground Ladder Test			
Other			

#### \*Category Classifications

- I. Items Unit shall be taken out of service.
- II. Items Will affect the certification of the aerial unit.
- III. Items Can be repaired at regular maintenance.
- IV. Items For informational purposes.
- V. Items No defects noted at the time of Inspection.

DEFECTS NOTED ON DEFECT PAGE

# EXHIBIT D

## CITY OF AUSTIN

### OPERATIONAL TEST / LOAD TEST / DRIFT TEST

Customer:

Unit No.:

Date:

Engine R.P.M.			Hydraulic Pressure	
Maximum Reach			Maximum Height	
Drift Test Start Time			Drift Test Stop Time	

### DRIFT TEST

*OUTRIGGERS Hydraulic Oil at Ambient Temperature*

Front Streetside			Front Curbside	
Rear Streetside			Rear Curbside	

*LIFT CYLINDER*

Ladder or Lower Boom	
Upper Boom	
Extension Cylinder	

### OPERATIONAL TESTS

*AERIAL LADDERS / ELEVATING PLATFORMS*

	Seconds			Seconds
Set Outriggers			Complete Rotation	
Raise Ladder 60			Fully Extend	

Raise Ladder 60, Rotate 90, Fully Extend \_\_\_\_\_ Seconds \_\_\_\_\_ Allowed

Load Test \_\_\_\_\_ at \_\_\_\_\_ lbs. \_\_\_\_\_ at \_\_\_\_\_ lbs.

*ARTICULATING BOOM*

	Seconds			Seconds
Set Outriggers			Complete Rotation	
Raise Ladder 60			Fully Extend	

Raise Lower Boom 90, Raise Platform to max. Ht., Rotate 90 \_\_\_\_\_ Seconds \_\_\_\_\_ Allowed

Stability Test \_\_\_\_\_ lbs.



EXHIBIT E

CITY OF AUSTIN

AREA OF COVERAGE

Customer:		Unit No.:		Date:	
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ULTRASONIC INSPECTION

Kind of UT Machine:		Transducer MHZ.	
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MAGNETIC PARTICLE TEST

Type of MT Machine:		Amps:		DC or AC:	
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DYE PENETRANT TEST

Name of Penetrant:		Cleaner Batch No.:	
Developer Batch No.:		Penetrant Batch No.:	
Penetrant Dwell Time:		Developer Dwell Time	
Temperature:		°F	

HARDNESS TEST

Type of Hardness Tester:		Lowest Acceptable Rating:	
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Comments:

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Abbreviations:

UT    Ultrasonics  
MT    Magnetic Particle  
PT    Dye Penetrant  
HT    Hardness Test  
ET    Eddy Current

## EXHIBIT F

# CITY OF AUSTIN

Customer: \_\_\_\_\_

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]

Items \_\_\_\_ through \_\_\_\_ and/or Item \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, on Defect Page will affect the certification of aerial unit.

## EXHIBIT G

## CITY OF AUSTIN

## GROUND LADDER TESTING

1. MFR.:	2. MFR.'S Model or Code #:	3. MFR.'S Serial #:	4. AFD ID #:
5. Date Purchased:	6. Date Placed in Service:	7. Unit or Location to which Assigned:	
8. Type: <input type="checkbox"/> Single <input type="checkbox"/> Roof <input type="checkbox"/> Extension <input type="checkbox"/> Pole <input type="checkbox"/> Folding <input type="checkbox"/> Combination <input type="checkbox"/> Pompier			
9. Length:	10. Construction Materials: <input type="checkbox"/> Wood <input type="checkbox"/> Metal <input type="checkbox"/> Fiberglass	11. Beam Type: <input type="checkbox"/> Solid <input type="checkbox"/> Truss	
12. Certified as Meeting NFPA Standard 1931: <input type="checkbox"/> Yes <input type="checkbox"/> No    Edition year:			
13. Reason for Test: <input type="checkbox"/> Annual Inspection <input type="checkbox"/> Retest after Repair			
14. Test Date:	15. Person(s) Performing:		
16. Heat Sensor Label Check: <input type="checkbox"/> Label Unchanged <input type="checkbox"/> Label Changed / Heat Exposure Indicated <input type="checkbox"/> No Label Present			
17. <input type="checkbox"/> Horizontal Bending Test Performed	Weight Used:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	Location and Parts Failing:
18. <input type="checkbox"/> Hardware Test Performed	Weight Used:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	Location and Parts Failing:
19. <input type="checkbox"/> Roof Hook Test Performed	Weight Used:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	Location and Parts Failing:
20. <input type="checkbox"/> Pompier Ladder Test Performed	Weight Used:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed	Location and Parts Failing:
21. <input type="checkbox"/> Hardness Test Performed <input type="checkbox"/> Instrument Calibrated Before Test <input type="checkbox"/> Instrument Calibration Verification Immediately After Test			
Instrument Used: _____ Min. Acceptable Reading for this Instrument: _____			
<input type="checkbox"/> Passed <input type="checkbox"/> Failed – Location of Failure: _____ Failure Reading: _____			
22. <input type="checkbox"/> Eddy Current Test Performed <input type="checkbox"/> Passed <input type="checkbox"/> Failed – Location of Failure: _____			
Performed By: _____ Firm Name: _____			
23. <input type="checkbox"/> Liquid Penetrant Test Performed <input type="checkbox"/> Passed <input type="checkbox"/> Failed – Location of Failure: _____			
Performed By: _____ Firm Name: _____			
24. Status of Ladder <input type="checkbox"/> In Service <input type="checkbox"/> Out of Service for Further Testing <input type="checkbox"/> Out of Service for Repair <input type="checkbox"/> Destroyed as result of Test <input type="checkbox"/> Other _____			
25. Repair Notes: (Date and Initial Entries)			
Remarks: (Use Section Number):			
Signature of Person Responsible for Test:			



## DIVERSIFIED INSPECTIONS/ITL

Written Practice in Accordance with  
Recommended Practice No. SNT-TC-1A, 2011 edition  
Personnel Qualification and Certification in  
Nondestructive Testing

### 1.0 Scope

- 1.1 This written practice establishes the minimum requirements for education, training, experience, examination and certification of personnel responsible for conducting nondestructive tests while in the employment of Diversified Inspections/ITL. It applies to all persons conducting nondestructive tests that are required to be certified to the provision of *Recommended Practice No. SNT-TC-1A* (2011).
- 1.2 The methods and techniques of nondestructive testing covered by this written practice are used in accordance with the applicable codes, standards, specifications and procedures referenced below.
- 1.3 Annex A in this written practice indicates where Diversified Inspections/ITL has deviated from *Recommended Practice No. SNT-TC-1A* (2011).

### 2.0 References

- 2.0 General
  - 2.1.1 *Recommended Practice No. SNT-TC-1A: Personnel Qualification and Certification in Nondestructive Testing* (2011).\*
  - 2.1.2 *Applicable supplements to Recommended Practice No. SNT-TC-1A*.\*
  - 2.1.3 *Interpreting SNT-TC-1A*, current edition. (Contains inquiries to and responses from ASNT's *SNT-TC-1A* Interpretation Panel).\*
  - 2.1.4 *ANSI/ASNT CP-105: ASNT Standard Topical Outlines for Qualification of Nondestructive Testing Personnel*, 2011 edition.\*
  - 2.1.5 ACCP-CP-1, ASNT Central Certification program.\*
  - 2.1.6 CP-ASNT-2, ASNT NDT Level II Program.\*

\*References available from the American Society for Nondestructive Testing (ASNT).

## 2.2 Applicable Employer NDT and Administrative Procedures

1. **SD-0002** *Ultrasonic Examinations of the Aerial Manlift Device Single Transducer (ASTM E1140.)*
2. **SD-0003** *Procedure for Visual Inspection of Fire Aerials.*
3. **SD000** *Procedure for Dry Magnetic Particle Examination.*
4. **SD-0005** *Procedure for Liquid Penetrant Examination.*
5. **SD-0015** *Procedure for Visual Inspection of Aerial Manlift devices and Digger Derricks.*
6. **SD-0016** *Acoustic Emission Testing of Insulated Aerial Manlift Devices.(In Accordance with ASTM F914-10)*
7. **SD-0017** *Acoustic Emission Testing of Non-Insulated Aerial Manlift Devices (In Accordance with ASTM F914-10).*
8. **SD-0019** *Acoustic Emission Testing of Insulated Material handling Aerial ManLift Devices(In Accordance with ASTM F1430-10)*
9. **SD-0026** *Procedure for Acoustic Emission Testing of Insulated Digger Derrick (In Accordance with ASTM F1798-10).*

## 2.3 Applicable Codes, Standards, Specifications and Procedures

1. **ANSI A10.31** *Safety Requirements Definitions and Specifications for Digger Derricks.*
2. **ANSI A92.2** *Vehicle Mounted Elevating and Rotating Aerial Devices.*
3. **ANSI A92.3** *Manually Propelled Elevating Aerial Platforms.*
4. **ANSI A92.5** *Boom Supported Elevating Work Platforms.*
5. **ANSI A92.6** *Self-Propelled Elevating Work Platforms.*
6. **ANSI A92.7** *Airline Ground Support Vehicle-Mounted Vertical Lift Devices.*
7. **ANSI -ALI-** *Safety Requirements for Operation and Maintenance for Auto Lifts.*
8. **ASME B30.1** *Jacks.*
9. **ASME B30.2** *Overhead and Gantry Cranes.*
10. **ASME B30.5** *Mobile and Locomotive Cranes.*
11. **ASME B30.9** *Safety Standard for Cableway Cranes Derricks Hoist Jacks and Slings.*
12. **ASME B30.10** *Hooks.*
13. **ASME B30.11** *Monorails and Underhung Cranes.*
14. **ASME B30.14** *Side Boom Tractors.*
15. **ASME B30.16** *Overhead Hoist.*
16. **ASME B30.17** *Overhead and Gantry Cranes*
17. **ASME B30.20** *Below the Hook Lifting Devices.*
18. **ASME B30.22** *Articulating Boom Cranes.*
19. **ASME B30.26** *Rigging Hardware.*
20. **ASME B56.1** *Safety Standard for Low Lift and High Lift Trucks.*
21. **ASME B56.6** *Safety Standard for Rough Terrain Forklift Trucks.*
22. **ASME B56.7** *Safety Standard for Industrial Crane Trucks.*
23. **ASTM E709** *Magnetic Particle Testing.*
24. **ASTM F914** *Test Method for Acoustic Emission for Insulated and Non-Insulated Aerial Without Jib.*
25. **ASTM F1430** *Test Method for Acoustic Emission for Insulated and Non-insulated Aerial With Jib.*
26. **ASTM F1797** *Test Method for Acoustic Emission for Insulated Digger Derricks.*
27. **ASTM 1740** *Inspection of Nylon Polyester or Nylon Polyester Blend or Both.*
28. **AWS B1.10** *Nondestructive Examination of Welds.*
29. **AWS B1.11** *Visual Examination of Welds.*
30. **NFPA 1911** *Inspection Maintenance Testing and Retirement of In-Service Automotive Fire Apparatus.*
31. **NFPA 1932** *Maintenance and Service Testing of In-Service Department Ground Ladders.*
32. **OSHA 29 CFR 1926** *Crane Derricks.*

## 3.0 Definitions

- 3.1 **Certification:** written testimony of qualification.
- 3.2 **Certifying Agency:** the employer of the personnel being certified; specifically, Diversified Inspections/ITL.
- 3.3 **Certifying Authority:** the person or persons properly designated in the written practice to sign certifications on behalf of the employer; specifically, (Jerry Tanner, Ralph Goodwin).

- 3.4 **Closed Book Examination:** an examination administered without access to reference material except for materials supplied with or in the examination. (See 8.7.)
- 3.5 **Comparable:** being at an equivalent or similar level of NDT responsibility and difficulty as determined by the employer's NDT Level III.
- 3.6 **Documented:** the condition of being in written form.
- 3.7 **Employer:** the corporate, private, or public entity, which employs personnel for wages, salary, fees, or other considerations; specifically, Diversified Inspections/ITL.
- 3.8 **Experience:** work activities accomplished in a specific NDT method under the direction of qualified supervision including the performance of the NDT method and related activities but not including time spent in organized training programs.
- 3.9 **Grading Unit:** a qualification specimen can be divided into sections called grading units, which do not have to be equal length or be equally spaced. Grading units are unflawed or flawed and the percentage of flawed/unflawed grading units required shall be approved by the NDT Level III.
- 3.10 **Limited Certification:** nondestructive test methods may be further subdivided into limited disciplines or techniques to meet specific employer's needs; these are NDT Level II certifications, but to a limited scope.
- 3.11 **Nondestructive Testing:** a process that involves the inspections, testing, or evaluation of materials, components and assemblies for materials' discontinuities, properties and machine problems without further impairing or destroying the part's serviceability. Throughout this documents the term NDT applies equally to the NDT inspection methods used for material inspection, flaw detection or predictive maintenance (PdM) applications.
- 3.12 **Outside Agency:** a company or individual who provides NDT Level III services and whose qualifications to provide these services have been reviewed by the employer engaging the company or individual.
- 3.13 **Qualification:** demonstrated skill, demonstrated knowledge, documented training, and documented experience required for personnel to properly perform the duties of a specific job.
- 3.14 **Recommended Practice:** a set of guidelines to assist the employer in developing uniform procedures for the qualification and certification of NDT personnel to satisfy the employer's specific requirements.
- 3.15 **Technique:** a category within an NDT method; for example, ultrasonic thickness measurement.
- 3.16 **Training:** an organized program developed to impart the knowledge and skills necessary for qualification.
- 3.17 **Written Practice:** a written procedure developed by the employer that details the requirements for qualification and certification of their employees.

#### 4.0 Nondestructive Testing Methods

- 4.1 Qualification and certification of NDT personnel in accordance with this written practice is applicable to each of the following methods and techniques:
  - 4.1.1 (MT) Magnetic Particle Testing, (UT) Ultrasonic Testing, (PT) Liquid Penetrant Testing, (AE) Acoustic Emission Testing, (VT) Visual Testing.

#### 5.0 Levels of Qualification

- 5.1 There are three basic levels of qualification.
- 5.2 While in the process of being initially trained, qualified, and certified, an individual shall be considered a trainee. A trainee shall work with a certified individual. The trainee shall not independently conduct, interpret, evaluate, or report the results of any NDT test.
- 5.3 The three basic levels of qualification are:

- 5.3.1 NDT Level I. An NDT Level I individual shall be qualified to properly perform specific calibrations, specific NDT, and specific evaluations for acceptance or rejection determinations according to written instructions and to record results. The NDT Level I shall receive the necessary instruction and supervision from a certified NDT Level II or III individual. Level I does not have the authority to sign off on the acceptance and completion of the nondestructive test unless specifically trained to do so per clearly written instructions.
- 5.3.2 NDT Level II. An NDT Level II individual shall be qualified to set up and calibrate equipment and to interpret and evaluate results with respect to applicable codes, standards, and specifications. The NDT Level II shall be thoroughly familiar with the scope and limitations of the methods for which qualified and shall exercise assigned responsibility for on-the-job training and guidance of trainees and NDT Level I personnel. The NDT Level II shall be able to organize and report the results of NDT tests.
- 5.3.3 NDT Level III. An NDT Level III individual shall be capable of developing, qualifying, and approving procedures; establishing and approving techniques; interpreting codes, standards, specifications, and procedures; and designating the particular NDT methods, techniques, and assigned and shall be capable of interpreting and evaluating results in terms of existing codes, standards, and specifications. The NDT Level III shall have sufficient practical background in applicable materials, fabrication, and product technology to establish techniques and to assist in establishing acceptance criteria when none are otherwise available. The NDT Level III shall have general familiarity with other appropriate NDT methods, as demonstrated by the NDT Level III Basic examination or . The NDT Level III, in the methods in which certified, shall be capable of training and examining NDT Level I and II personnel for certification in those methods.

## **6.0 Education, Training and Experience Requirements for Initial Qualification**

- 6.1 Candidates for certification in NDT shall have sufficient education, training, and experience to ensure qualification in those NDT methods in which they are being considered for certification. Documentation of prior certification may be used by Diversified Inspections/ITL as evidence of qualification for comparable levels of certification. Educational attainment, completed training and experience shall be documented on an appropriate form.. (Document D80102)
- 6.2 Documented training and/or experience gained in positions and activities comparable to those of NDT Levels I, II, and/or III prior to establishment of Diversified Inspections/ITL written practice may be considered in satisfying the criteria of Section 6.3.
- 6.3 To be considered for certification, a candidate shall satisfy one of the following criteria for the applicable NDT level:
  - 6.3.1. NDT Levels I and II
 

Table I lists the required training and experience hours to be considered by Diversified Inspections/ITL for initial qualification of NDT level I and NDT Level II individuals. "Table III list the required training and experience hours to be considered for initial qualification on NDT Level II limited certification. Limited certification issued in any method shall be approved by the NDT Level III and documented in the certification records".
  - 6.3.2. NDT Level III
    - 6.3.2.1 Have graduated from a minimum four-hour college or university curriculum with a degree in engineering or science, plus one additional year of experience beyond the NDT Level II requirements in NDT in an assignment at least comparable to that of an NDT Level II in the applicable NDT method(s), or:

- 6.3.2.2 Have completed with passing grades at least two years of engineering or science study at a university, college, or technical school, plus two additional years of experience beyond the NDT Level II requirements in NDT in an assignment at least comparable to that of NDT Level II in the applicable NDT method(s), or:
- 6.3.2.3 Have four years of experience beyond the NDT Level II requirements in NDT in an assignment at least comparable to that of an NDT Level II in the applicable NDT method(s).

## 7.0 Training Programs

- 7.1 Personnel being considered for initial certification shall complete sufficient organized training. the organized training may include instructor-led training, self-study, virtual instructor-led training, computer-based training or web-based training. computer-based training and web-based training shall track hours and content of training with student examinations in accordance with 7.2. The sufficiently organized training shall be such as to ensure the student is thoroughly familiar with the principles and practices of the specified NDT method related to the level of certification desired and applicable to the processes to be used and the products to be tested. All training programs shall be approved by the responsible NDT Level III.
- 7.2 The training program shall include sufficient examinations to ensure understanding of the necessary information.
- 7.3 Required training course outlines and references for NDT Levels I, II, and III personnel, which may be used as technical source material, are contained in *ANSI/ASNT CP-105: Topical Outlines for Qualification of Nondestructive Testing Personnel*. [Note] Diversified Inspections/ITL training hours has been modified.[ see training and experience tables]
- 7.4 When outside training services are purchased, Diversified Inspections/ITL is responsible for assuring that such services meet the requirements of this written practice. [Note] For a stated purpose, a training course outline and minimum training hours may be modified by datelining or adding topics to meet Diversified Inspections/ITL specific applications or for limited scope of special certifications.

## 8.0 Examinations

- 8.1 Administration and Grading
  - 8.1.1 An NDT Level III shall be responsible for the administration and grading of examinations specified in Section 8.3 through 8.7 for NDT Level I, II, or other NDT Level III personnel. The administration and grading of examinations may be delegated to a qualified representative of the NDT Level III and so recorded. A qualified representative of Diversified Inspections/ITL may perform the actual administration and grading of NDT Level III examinations specified in 8.7.
    - 8.1.1.1 To be designated as a qualified representative of the NDT Level III for the administration and grading of NDT Level I and NDT Level II personnel qualification examinations, the designee shall have documented, specific instruction by the responsible NDT Level III in the proper administration and grading of qualification examinations prior to conducting and grading independent qualification examinations for NDT personnel. Additionally, the Practical exam shall be administered by a person certified in the applicable NDT method as NDT Level II or III.



- 8.1.1.2 Except as provided in 8.7.4 and 8.7.5, an NDT Level III candidate shall pass a Basic, Method and Specific NDT Level III examination, to be administered and scored by. *See "record of Authorization, Designations and Approvals"* All questions used for NDT Level III examinations shall be approved by an NDT Level III certified in the method(s) for which the examinations are to be administered.
- 8.1.2 For NDT level I and II personnel, a composite grade shall be determined by simple averaging of the results of the general, specific, and practical examinations described below. For NDT Level III personnel, the composite grade shall be determined by simple averaging of the results of the basic, method, and specific examinations described below.
- 8.1.3 Examinations administered by Diversified Inspections/ITL for qualification shall result in a passing composite grade of at least 80 percent, with no individual examination having a passing grade less than 70 percent.
- 8.1.4 When an examination is administered and graded for Diversified Inspections/ITL by an outside agency and the outside agency issued grades of pass or fail only, on a certified report, then Diversified Inspections/ITL may accept the pass grade as 80 percent for that particular examination.
- 8.1.5 When outside services are purchased, Diversified Inspections/ITL is responsible for ensuring that the examination services meet the requirements of this written practice.
- 8.2 Vision Examinations
  - 8.2.1 Near-Vision Acuity. The examination shall ensure natural or corrected near-distance acuity in at least one eye such that the applicant is capable of (insert) reading a minimum of Jaeger Number 2 or equivalent type and size letter at the distance designated on the chart but not less than 12 in. (30.5 cm) on a standard Jaeger test chart. the ability to perceive an Ortho-Rater minimum of 8 or similar test pattern is also acceptable. This shall be administered annually.
  - 8.2.2 Color Contrast Differentiation. The examination shall demonstrate the capability of distinguishing and differentiating contrast among colors on Ishihara Test for Color Blindness or Pseudo-Isochromatic Plates. When applicable and approved by the NDT Level III, NDT personnel may demonstrate the ability to differentiate among colors or shades of gray used in the method. This shall be conducted upon initial certification and at five-year intervals thereafter.
  - 8.2.3 Vision examinations shall be administered by a Manager of Diversified Inspections/ITL) and expire on the last day of the month of expiration.
- 8.3 General (Written - for NDT Levels I and II)
  - 8.3.1 The general examinations shall address the basic principles of the applicable method.
  - 8.3.2 In preparing the examinations, the NDT Level III shall select or devise appropriate questions covering the applicable method to the degree required by this written practice.
  - 8.3.3 The content and format of the examination questions shall be similar to the example questions in the applicable appendix section of *SNT-TC-1A* or supplement. The supplement questions are intended only as examples. They shall not be used verbatim for qualification examinations.
  - 8.3.4 The minimum number of questions that shall be given is listed in Table II.
- 8.4 Specific (Written - for NDT Levels I and II)
  - 8.4.1 The specific examination shall address the equipment, operating procedures, and NDT techniques that the individual may encounter during specific assignments to the degree required by this written practice.
  - 8.4.2 The specific examination shall also cover the specifications or codes and acceptance criteria used in Diversified Inspections/ITL NDT procedures.

- 8.4.3 The minimum number of questions that shall be given is listed in Table II.
- 8.5 Practical (for NDT Levels I and II)
  - 8.5.1 The candidate shall demonstrate familiarity with and ability to operate the necessary NDT equipment, record, and analyze the resultant information to the degree required.
  - 8.5.2 At least one flawed specimen or component shall be tested and the results of the NDT analyzed by the candidate.
  - 8.5.3 The description of the specimen, the NDT procedure, including checkpoints, and the results of the examination shall be documented.
  - 8.5.4 NDT Level I Practical Examination. Proficiency shall be demonstrated in performing the applicable NDT on one or more specimens or machine problems approved by the NDT Level III and in evaluating the results to the degree of responsibility as described in this written practice. At least ten (10) different checkpoints requiring an understanding of test variables and Diversified Inspections/ITL procedural requirements shall be included in this practical examination. The candidate shall detect all discontinuities and conditions specified by the NDT Level III. The practical shall be scored on a percentile basis, but will contain checkpoints that failure to successfully complete with result in failure of the examination.
  - 8.5.5 NDT Level II Practical Examination.. Proficiency shall be demonstrated in selecting and performing the applicable NDT technique within the method and interpreting and evaluating the results on one or more specimens or machine problems approved by the NDT Level III. At least (10) different checkpoints requiring an understanding of NDT variables and Diversified Inspections/ITL procedural requirements shall be included in this practical examination. The candidate shall detect all discontinuities and conditions specified by the NDT Level III. The practical shall be scored on a percentile basis, but will contain checkpoints that failure to successfully complete will result in failure of the examination.
- 8.6 Additional Written, Specific and Practical Examination Criteria
  - 8.6.1 NDT Level I, II, and III Written Examinations
    - 8.6.1.1 All NDT Level I, II, and III written examinations shall be closed book except that necessary data, such as graphs, table, specifications, procedures, codes, etc., may be provided with or in the examination. Questions utilizing such reference materials shall require an understanding of the information rather than merely locating the appropriate answer. All questions used for NDT Level I and NDT Level II examinations shall be approved by the responsible Level III.
    - 8.6.1.2 A valid endorsement on an ACCP Level II certificate fulfills the corresponding examination criteria described in paragraphs 8.3 and 8.5 for each applicable NDT method.
    - 8.6.1.3 A valid ASNT NDT Level II certificate may be accepted by Diversified Inspections/ITL as fulfilling the general examination criteria described in paragraph 8.3 for each applicable method.
  - 8.6.2 Diversified Inspections/ITL may delete the specific examination if the candidate has a valid ACCP or ASNT NDT level II certificate in the method/industrial sector and if documented experience exists to permit such.
  - 8.6.3 Practical Examinations
    - 8.6.3.1 Successful completion of an ACCP Level II general hands-on practical examination may be considered as fulfilling the requirements of paragraph 8.5. (Note)

8.6.3.4 The NDT Level III is responsible to ensure that if the ACCP and ASNT NDT Level II specific and practical examinations are used by Diversified Inspections/ITL, as stated in 8.6.2 and 8.6.3.1, the requirements of 8.4.1, 8.4.2 and 8.5.5 are satisfied.

## 8.7 NDT Level III Examinations

### 8.7.1 Basic Examination

#### 8.7.1.1 NDT Basic Examination

(required only once when more than one method examination is taken).

The minimum number of questions that shall be given is as follows:

8.7.1.1.1 Fifteen (15) questions relating to understanding the *SNT-TC-1A* document.

8.7.1.1.2 Twenty (20) questions relating to applicable materials, fabrication, and product technology.

8.7.1.1.3 Twenty (2) questions that are similar to published NDT Level II questions for other appropriate NDT methods.  
(Note)

### 8.7.2 Method Examination (for each method)

8.7.2.1 Thirty (30) questions relating to fundamentals and principles that are similar to published ASNT NDT Level III questions for each method, and

8.7.2.2 Fifteen (15) questions relating to application and establishment of techniques and procedures that are similar to the published ASNT NDT Level III questions for each method, and

8.7.2.3 Twenty (2) questions relating to capability for interpreting codes, standards, and specifications relating to the method.

### 8.7.3 Specific Examination (for each method)

8.7.3.1 Twenty (20) questions relating to specifications, equipment, techniques, and procedures applicable to Diversified Inspections/ITL product(s) and methods employed and to the administration of this written practice.

8.7.3.2 Diversified Inspections/ITL may delete the specific examination of the candidate has a valid ASNT NDT level III or ACCP professional Level III certificate in the method and if documented evidence of experience exists, including the preparation of NDT Procedures to codes, standards, or specifications and the evaluation of test results.

8.7.4 A valid endorsement of an ASNT NDT Level III certificate fulfills the examination criteria described in 8.7.1 and 8.7.2 for each applicable NDT method.

8.7.5 A valid endorsement of an ACCP Professional Level III certificate fulfills the examination criteria described in 8.7.1 and 8.7.2 for each applicable NDT method.

## 8.8 Reexamination

8.8.1 Those failing to attain the required grades shall wait at least thirty (3) days or receive suitable additional training as determined by the NDT Level III before reexamination.

## 9.0 Certification

9.1 Certification of all NDT Levels of NDT personnel is the responsibility of Diversified Inspections/ITL.

9.2 Certification of NDT personnel shall be based on demonstration of satisfactory qualification in accordance with Sections 6, 7, and 8 as described in this written practice.

9.3 At the option of Diversified Inspections/ITL, an outside agency may be engaged to provide NDT Level III services. In such instances, the responsibility of certification of the employees shall be retained by Diversified Inspections/ITL.

- 9.4 Personnel certification records shall be maintained on file by Diversified Inspections/ITL for the duration specified below and shall include the following:
  - 9.4.1 Names of certified individuals.
  - 9.4.2 Level of certification and NDT method.
  - 9.4.3 Educational background and experience of certified individuals.
  - 9.4.4 Statement indicating satisfactory completion of training in accordance with this written practice.
  - 9.4.5 Results of the vision examinations prescribed in 8.2 for the current certification period.
  - 9.4.6 Current examination copy(ies) or evidence of successful completion of examinations.
  - 9.4.7 Other suitable evidence of satisfactory qualifications when such qualifications are used in lieu of the specific examination prescribed in 8.7.3.2 or as prescribed in the employer's written practice.
  - 9.4.8 Composite grade(s) or suitable evidence of grades.
  - 9.4.9 Signature of the NDT Level III that verified qualifications of candidates for certification.
  - 9.4.10 Dates of certification and/or recertification and the dates of assignments to NDT.
  - 9.4.11 Certification expiration date.
  - 9.4.12 Signature of employer's certifying authority.
- 9.5 Personnel certification records shall be maintained in active files by Diversified Inspections/ITL during the employment of certified individuals. Following separation of employment or expiration of certification, the affected personnel certification records may be removed from active records, but maintained on file for least 12 months.

## **10.0 Technical Performance Evaluation**

- 10.1 NDT personnel may be reexamined any time at the discretion of Diversified Inspections/ITL and have their certification extended or revoked.
- 10.2 Each (Insert), NDT Level I and II personnel shall be reevaluated by the NDT Level III administering a practical examination. The practical examination shall follow the format and guidelines described in Section 8.5.

## **11.0 Interrupted Service**

- 11.1 Unless otherwise required by contract or governing provisions of applicable codes, standards, specifications, or regulations, reexamination and recertification of certified NDT personnel shall be required if a certified individual has not performed job duties in the method(s) for which certified.
  - 11.1.1 During a contiguous period of 1 years or more, or;
  - 11.1.2 For a total of 2 years or more during any period of 3 years or more.
- 11.2 All levels of NDT personnel with interrupted service shall be recertified by reexamination in any or all parts of the examinations for the applicable method(s) as deemed necessary by the responsible NDT Level III.

## **12.0 Recertification**

- 12.1 All levels of NDT personnel shall be recertified periodically in accordance with one of the following criteria:
  - 12.1.1 Evidence of continuing satisfactory technical performance.
  - 12.1.2 Reexamination in those portions of the examinations in Section 8 deemed necessary by the the responsible NDT Level III.
- 12.2 All levels of NDT personnel shall be recertified every 5 years. Certifications expire on the last day of the month of expiration.

**13.0 Termination**

- 13.1 Diversified Inspections/ITL certification shall be deemed revoked when employment is terminated.
- 13.2 An NDT Level I, NDT Level II, or NDT Level III whose certification has been terminated may be certified to the former NDT level by Diversified Inspections/ITL based on examination, as described in Section 8, provided all of the following conditions are met to (insert company name) satisfaction:
  - 13.2.1 The employee has proof of prior certification.
  - 13.2.2 The employee was working in the capacity to which certified within six (6) months of termination.
  - 13.2.3 The employee is being recertified within six (6) months of termination.
  - 13.2.4 Prior to being examined for certification, employees not meeting the above requirements shall receive additional training as deemed appropriate by the NDT Level III.

**14.0 Reinstatement**

- 14.1 An NDT Level I, NDT Level II, or NDT Level III whose certification has been terminated may be reinstated to the former NDT level, without a new examination, provided all of the following conditions are met:
  - 14.1.1 Diversified Inspections/ITL has maintained the personnel certification records required in section 9.4.
  - 14.1.2 The employee's certification did not expire during termination.
  - 14.1.3 The employee is being reinstated within six (6) months of termination.

**TABEL 1**  
**Minimum Training and Experience For Full Method Certification**

<b>TRAINING</b>										
Method Level	AE		PT		MT		UT		VT	
	I	II	I	II	I	II	I	II	I	II
Completion with a passing grade of 2 or more years of engineering or science study at a university, college or technical school	32	40	4	4	8	4	24	0	4	8
High school diploma or equivalent	40	40	6	8	12	8	40	40	8	16
<b>WORK TIME EXPERIENCE (Hours)</b>										
All education levels as listed above	840		1	2	280		1050		210	

**TABEL 2**  
**Minimum Training and Experience For Specialized Method Certification**  
*Aerial Device Inspection*

<b>TRAINING</b>										
Method Level	AE		PT		MT		UT*		VT	
	I	II	I	II	I	II	I	II	I	II
Completion with a passing grade of 2 or more years of engineering or science study at a university, college or technical school	40	24	4	4	4	4	24	8	4	8
High school diploma or equivalent	40	24	4	6	12	8	24	12	4	8
<b>WORK TIME EXPERIENCE (MONTHS)</b>										
All education levels as listed above	2	4	1	2	1	3	1	2	1	2

\* The ultrasonic technique used in aerial device inspection is a straight beam thickness measurement technique only.

**TABEL 3**  
**Training Outlines**

Acoustic Emission Testing Method

<b>Topic of Training</b>	<b>Level I Hours</b>	<b>Level II Hours</b>
Principles of Acoustic Emission	12.0	2.0
Detection of Acoustic Emission	5.0	2.0
Wave Propagation	5.0	2.0
Basic Metallurgy	5.0	4.0
Basic Fiberglass Fabrication	2.0	4.0
Acoustic Emission Test Procedures	4.0	10.0
Acoustic Emission Applications	4.0	10.0
Acoustic Emission Equipment	3.0	6.0
Total	40.0	40.0

Liquid Penetrant Testing Method

<b>Topic of Training</b>	<b>Level I Hours</b>	<b>Level II Hours</b>
Theory of Liquid Penetrant	0.5	0.5
Liquid Penetrant Processing	1.0	2.0
Selection of Technique	1.5	1.0
Liquid Penetrant Test Equipment	1.0	1.5
Liquid Penetrant Indication	1.0	2.0
Standards and Procedures	1.0	1.0
Total	6.0	8.0

Magnetic Particle Testing Method

<b>Topic of Training</b>	<b>Level I Hours</b>	<b>Level II Hours</b>
Magnetism and Magnets	5.0	1.0
Effect of Discontinuities on Magnetism	1.0	1.0
Magnetic Particle Test Equipment	1.0	1.0
Inspecting Materials	1.0	1.0
Principles of Demagnetization	1.0	1.0
Types of Discontinuities found using MT	1.0	1.0
Interpretation of MT indications	2.0	2.0
Total	12.0	8.0

Ultrasonic Testing Method

<b>Topic of Training</b>	<b>Level I Hours</b>	<b>Level II Hours</b>
Fundamental Properties of Sound	2.0	4.0
Principles of Wave Propagation	5.0	4.0
Generation of Ultrasonic Waves	5.0	4.0
Straight Beam Contact Testing	2.0	1.0
Aerial Device Pin Inspection	4.0	6.0
Ultrasonic Testing Equipment	2.0	2.0
Operation of Specific Equipment	8.0	11.0
Interpretation of Test Results	8.0	8.0
Total	40.0	40.0

Visual Testing Method

Topic of Training	Level I Hours	Level II Hours
Summary of Visual Inspection	3.0	2.0
Equipment Used in VT	2.0	4.0
Specific Applications and Defect Classification	2.0	8.0
Records and Reports	1.0	2.0
Total	8.0	16.0



D 80102	Version 2	4/2/2013
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# Diversified Inspections/ITL

## Record of Current Certifications

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Education Level: \_\_\_\_\_

Method	Level	Training Hours	Limited certification	Hours Experience	Composite Score	Original Certification	Date of Recertification	Recertification Due Date
Vision Acuity (ASNT)								
Magnetic Particle (ASNT)	II	20						
Ultrasonic's (ASNT)	II	40	Straight Beam					
Visual Inspection (ASNT)	II	24						
Acoustic Emission (ASNT)	II	40						
Liquid Penetrant	II	12						
Dielectric Testing		80						
DOT Annual Inspections		2080						
Mobile Crane Inspection		80						
Overhead Crane Inspection		80						
NFPA Aerials		80						
NFPA Ground Ladders		80						

All certifications are in accordance with requirements established in the company written practice, based on the most recent version of ASNT SNT-TC-1A . Supporting documentation is maintained and available for audit Phoenix ,AZ facility of Diversified Inspections/ITL.

Date of original certification is shown in table above. All re-certification documentation is on file with the certification documentation.

All certifications are issued to the above named person by Diversified Inspections/ITL and are valid for the duration of employment

with this company. These certifications are considered null and void at time of termination with this company.

Certifying Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Ralph Goodwin

Title: Manager of Safety and Training

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

SOLICITATION NUMBER: JRD0021

PROJECT NAME: Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders

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  X  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.

Reinhart & Associates, Inc.

Company Name

Stan Kaminski, Vice President

Name and Title of Authorized Representative (Print or Type)

  
Signature

08/04/2014

Date

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

SOLICITATION NUMBER: JRD0021

PROJECT NAME: Annual Inspection and Testing of Aerial Devices including Fire-Truck Aerial and Ground Ladders

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Reinhart & Associates, Inc.		
Address	13419-A Immanuel Rd.		
City, State Zip	Pflugerville, Texas 78660		
Phone	512/834-8911	Fax Number	512/834-1266
Name of Contact Person	Cody McGuire		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Stan Kaminski, Vice President

Name and Title of Authorized Representative (Print or Type)

Signature

08/04/2014

Date

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

<b>Sub-Contractor/Consultant</b>	Diversified Inspections		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code	VS0000030036		
Contact Person	Randy Skinner	Phone Number:	602/347-6301
Amount of Subcontract	\$ TBD		
List commodity codes & description of services	Inspections Services		

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

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

Having reviewed this plan, I acknowledge that the proposer (HAS or HAS NOT) complied with City Code chapter 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

Director/Deputy Director

Date



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

FROM: Jonathan Dalchau, Senior Buyer  
DATE: July 7, 2014

SUBJECT: Approval to use Zero Goals for Solicitation  
Project Name: JRD0021 Inspection and Testing of Aerial Devices and Ladders  
Commodity  
Code(s): 94159  
Estimated Value: Estimated at \$288,414/year

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

X  No Goals (Goal of 0%)

This determination is based on the following reasons:

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

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2939.

✓ Approval is hereby granted to use the <sup>No</sup> ~~above~~ Goals. <sup>PTD</sup>

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

a. Goals:        % MBE        % WBE

b. Subgoals        % African American        % Hispanic

       % Native/Asian American        % WBE

This determination is based on the following reasons:

opportunities. Historically, the prime will perform the work. There are very limited subcontracting opportunities.

Veronica Lara, Director  
Veronica Lara, Director

Date: 7/8/14

cc: Lorena Resendiz