



Amendment No. 3
of
Contract No. GA160000028
For
Rental of Temporary Traffic Control Devices
between
AWP Inc.
dba Area Wide Protective
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective June 13, 2019, to June 12, 2020. Zero options remain.
- 2.0 The City hereby accepts the 9% increase requested by AWP Inc. Effective date of this change is June 13, 2019.
- 3.0 The total contract amount is increased by \$1,165,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 02/05/2016 – 02/04/2019	\$3,495,000.00	\$3,495,000.00
Amendment No. 1 Name Change 03/13/2017	\$0.00	\$3,495,000.00
Amendment No. 2: Option 1 02/05/2019 – 02/04/2020	\$1,165,000.00	\$4,660,000.00
Amendment No. 3: Option 2 06/13/2019 – 06/12/2020	\$1,165,000.00	\$5,825,000.00

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

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

Signature & Date: Kristina Schnepf 6/11/2019
Printed Name: Kristina Schnepf, Chief Commercial Officer
Authorized Representative

Signature & Date: Erin D'Vincent 6.12.19
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

AWP Inc. dba Area Wide Protective
4244 Mt. Pleasant Street, NW
North Canton, Ohio 44720



June 3, 2019

Cindy Reyes
Contract Management Specialist III
City of Austin Purchasing Office
124 W. 8th St
Austin, Texas 78701

VIA E-MAIL TRANSMISSION ONLY: Cindy.Reyes@austintexas.gov

Re: Contract No.: GA 160000028

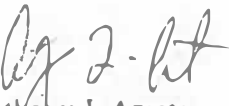
Dear Ms. Reyes,

Pursuant to our correspondence last week, this letter will serve as written notice of AWP, Inc.'s notice of a request for a price adjustment pursuant to the Supplemental Purchase Provisions ISR0011 of the above referenced contract.

AWP requests an increase of 9.4%. This increase is based upon the difference in the applicable index from October 2015 of 125.1 and the applicable index from March 2019 of 136.9. The index may be found at <https://www.bls.gov/ncs/ect/#tables>

Please review our request and respond at your earliest convenience.

Very truly yours,


Anthony J. Amato
aamato@awptrafficsafety.com

AJA
cc: Kristina Schnepf, David Gorman

Anthony J. Amato, Esq.
Direct: 216-401-7763
4244 MT. PLEASANT ST NW | NORTH CANTON, OH 44720
p 1-800-343-2650 | f 330-677-7405 | e info@awptrafficsafety.com

AWPTRAFFICSAFETY.COM



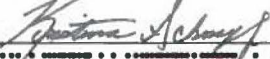
Amendment No. 2
of
Contract No. GA160000028
For
Rental of Temporary Traffic Control Devices
between
AWP Inc.
dba Area Wide Protective
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 5, 2019, to February 4, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$1,165,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 02/05/2016 – 02/04/2019	\$3,495,000.00	\$3,495,000.00
Amendment No. 1 Name Change 03/13/2017	\$0.00	\$3,495,000.00
Amendment No. 2: Option 1 02/05/2019 – 02/04/2020	\$1,165,000.00	\$4,660,000.00

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

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

Signature & Date: 
Printed Name:
Authorized Representative

Signature & Date:  1.23.19
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

AWP Inc. dba Area Wide Protective
4244 Mt. Pleasant Street, NW
North Canton, Ohio 44720



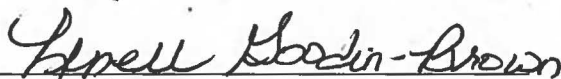
Amendment No.1
to
Contract No. GA160000028
for
Rental of Temporary Traffic Control Devices
Between
N-Line Traffic Maintenance L.P.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	N-Line Traffic Maintenance L.P.	AWP Inc. dba Area Wide Protective
Vendor Code	NLI8310177	V00000928916
FEIN	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.



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

3-3-17
Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

February 5, 2016

N-Line Traffic Maintenance L.P.
Todd England
General Partner
11101 Decker Lake Road
Austin, TX. 78724
todd@n-linetraffic.com

Dear Mr. England:

The Austin City Council approved the execution of a contract with your company for Rental of Temporary Traffic Control Devices in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Virginia Soto-Reynolds
Department Contact Email Address:	Virginia.soto-reynolds@austintexas.gov
Department Contact Telephone:	512-972-0337
Responsible Department:	Watershed Protection
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	Donna-lee.bliss@austintexas.gov
Department Contact Telephone:	512-974-2530
Responsible Department:	Public Works Department
Department Contact Person:	Brenda Jimenez
Department Contact Email Address:	Brenda.jimenez@austintexas.gov
Department Contact Telephone:	512-974-7955
Responsible Department:	Austin Transportation Department
Department Contact Person:	Ramona Aguilar
Department Contact Email Address:	Ramona.aguilar@austintexas.gov
Department Contact Telephone:	512-974-7050
Responsible Department:	Austin Energy
Department Contact Person:	Lupe Cruz
Department Contact Email Address:	Lupe.cruz@austintexas.gov
Department Contact Telephone:	512-322-6531



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Beverly Mendez
Department Contact Email Address:	Beverly.mendez@austintexas.gov
Department Contact Telephone:	512-974-6784
Responsible Department:	Austin Police Department
Department Contact Person:	Albert Banda
Department Contact Email Address:	Albert.banda@austintexas.gov
Department Contact Telephone:	5129742573
Responsible Department:	Austin Convention Center
Department Contact Person:	Sharon Patterson
Department Contact Email Address:	Sharon.patterson@austintexas.gov
Department Contact Telephone:	512-404-4355
Responsible Department:	Aviation
Department Contact Person:	Marsha Wells
Department Contact Email Address:	Marsha.wells@austintexas.gov
Department Contact Telephone:	512-530-6655
Project Name:	Rental of Temporary Traffic Control Devices
Contractor Name:	N-Line
Contract Number:	GA160000028
Contract Period:	February 5, 2016 – February 4, 2019
Dollar Amount	\$3,495,000.00
Extension Options	Three (3) 12-month extension options
Extension Option Dollar Amount:	\$1,165,000.00
Requisition Number:	2200 15070600418
Solicitation Type & Number:	IFB ISR0011
Agenda Item Number:	40
Council Approval Date:	1/28/2016

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,

Irene Sanchez-Rocha
Senior Buyer
City of Austin
Purchasing Office

cc: Dept. Contacts

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
N-Line Traffic Maintenance L.P. ("Contractor")
for
Rental of Temporary Traffic Control Devices
GA160000028**

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 **N-Line Traffic Maintenance L.P.** having offices at 11101 Decker Lake Road, Austin, Tx. 78724 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 ISR0011.

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), ISR0011 including all documents incorporated by reference
- 1.1.3 N-Line Traffic Maintenance L.P. Offer, dated 10/22/2015, 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 thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$3,495,000.00 for the initial Contract term and \$1,165,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600 and Specification 0500. 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

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 N/A

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.

N-Line Traffic Maintenance LP

TODD ENGLAND
Printed Name of Authorized Person

Todd England
Signature
Todd England, Secretary of N-LINE
Management, L.L.C., General Partner of
N-LINE Traffic Maintenance, L.P.

2/5/16
Date:

CITY OF AUSTIN

Irene Sanchez-Rocha
Printed Name of Authorized Person

Irene Sanchez-Rocha
Signature

Senior Buyer

Title:

2/5/14
Date:

Danielle Lord
Printed Name of Authorized Person

Danielle Lord
Signature

Purchasing Manager Corporate

Title:

2/5/16
Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: ISR0011

DATE ISSUED: September 21, 2015

REQUISITION NO.: 15070600418

COMMODITY CODE: 98176

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

Irene Sanchez-Rocha
Senior Buyer

Phone: (512) 972-0048

E-Mail: irene.sanchez-rocha@austintexas.gov

Irene Sanchez-Rocha
Senior Buyer

Phone: (512) 972-0048

E-Mail: irene.sanchez-rocha@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: RENTAL OF
TEMPORARY TRAFFIC CONTROL DEVICES

PRE-BID CONFERENCE TIME AND DATE: October 1, 2015 at
1:00 p.m.

LOCATION: 124 West 8th St. Suite 308, Austin, Texas 78701

BID DUE PRIOR TO: October 14, 2015 at 2:00 p.m.

BID OPENING TIME AND DATE: October 14, 2015 at 2:15 p.m.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0011	Purchasing Office-Response Enclosed for Solicitation # ISR0011
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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, 1 COPY, AND 1 ELECTRONIC 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	8
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	16
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** 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

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 8th 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.

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.

Company Name: N-LINE Traffic Maintenance L.P.
Company Address: 11101 Decker Lake Road
City, State, Zip: Austin, TX 78724
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Todd England
Title: Todd England, Secretary of N-LINE
Management, L.L.C., General Partner of
Signature of Officer or Authorized Representative: [Signature]
Date: 10/22/15
Email Address: todd@n-linetraffic.com
Phone Number: (512) 836-0808

*** 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 releases and holds the City

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

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>

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

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 48. 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.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall 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 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **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.

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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 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

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
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.

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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.

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. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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- (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 October 7, 2015 at 2:00 pm. Please send questions in writing to Irene Sanchez-Rocha by email to irene.sanchez-rocha@austintexas.gov.

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

Alternate Offers will NOT be considered.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement 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 thirty-six months and may be extended thereafter for up to three additional twelve month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT
FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

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

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6. **DELIVERY REQUIREMENTS:**

See Specifications: (Multi-Dept. & APD) 0500

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	<u>Austin Water Utility</u>
Attn:	Regina Garza
Address	3907 S. Industrial Dr
City, State Zip Code	Austin, Texas 78744

	City of Austin
Department	<u>Austin Water</u>
Attn:	Mary Varela
Address	901 W. Koenig Ln
City, State Zip Code	Austin, Texas 78756

	City of Austin
Department	<u>Austin Water</u>
Attn:	Eric Garcia
Address	6301 Harold Ct - B
City, State Zip Code	Austin, Texas 78721-2727

	City of Austin
Department	<u>Watershed Protection Department</u>
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, Texas 78767-1088

	City of Austin
Department	<u>Public Works S&B</u>
Attn:	Accounts Payable

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Address	4411-A Meinardus Dr.
City, State Zip Code	Austin, Texas 78744

	City of Austin
Department	<u>Austin Transportation Right of Way Management</u>
Attn:	Accounts Payable
Address	PO BOX 1088
City, State Zip Code	Austin, Texas 78767-1088

	City of Austin
Department	<u>Austin Energy</u>
Attn:	Accounts Payable
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, Texas 78704

	City of Austin
Department	<u>Parks & Recreation Department</u>
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, Texas 78767-1088

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

8. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor.

The parties agree that if, due to no fault of the City, delivery of or performance of any service is delayed beyond the time specified in the Contract, the cost shall be the actual cost of the event mobilization fee as bid on bid sheet.

The parties agree that if, due to no fault of the City, removal of any service is delayed beyond time frame allotted in scope of work the cost shall be the per hour standby hourly rate per truck cost as submitted in the bid sheet. The per hour removal cost shall continue until all TTCD's and equipment are removed from job site. Job site pick up shall commence upon notification from City Contract Manager or designee. The City Contract Manager or designee shall retain pickup confirmation number provided by contracted vendor at time of pick-up notification. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sums indicated herein.

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9. LIVING WAGES (applicable to procurements involving the use of labor):

- \$13.03*
**See Addendum No. 1*
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is ~~\$11.99~~ *\$13.03* per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
 - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than ~~\$11.99~~ *\$13.03* per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
 - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
 - D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
 - E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
 - F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. 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 certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact

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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>

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) 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.
 - (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: Bureau of Labor Statistics	
Series ID: CIU202S00000000A (H)	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Wages and Salaries for Private Industry Workers in Service-Providing Industries.	

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This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

- 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, at its sole discretion, may consider approving an adjustment on fully documented market increases.

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

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

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

Austin Water - Budget and Accounting, Purchasing Section

Virginia Soto-Reynolds

Contract Compliance Specialist Sr.

512-972-0337

Virginia.soto-reynolds@austintexas.gov

Watershed Protection Department – Purchasing, Contracts & Accts. Payable

Donna Lee Bliss

Contract Compliance Specialist Sr.

512-974-2530

Donna-lee.bliss@austintexas.gov

Public Works Department – Street and Bridge

Brenda Jimenez

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Contract Compliance Specialist Sr.

512-974-7955

Brenda.jimenez@austintexas.gov

Austin Transportation Department - Administration and Finance

Ramona Aguilar

Contract Compliance Specialist

512-974-7050

Ramona.aguilar@austintexas.gov

Austin Energy - Contracts

Lupe Cruz

Contract Compliance Specialist Sr.

512-322-6531

lupe.cruz@austintexas.gov

Parks & Recreation Department – Financial Services

Beverly Mendez

Contract Compliance Manager

512-974-6784

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

**CITY OF AUSTIN
SPECIFICATION FOR THE
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES
MULTIPLE DEPARTMENTS**

1.0 PURPOSE

- 1.1 This specification establishes the minimum requirements for rental of temporary traffic control devices. The City of Austin (City) seeks bids from qualified and experienced vendors in the business of temporary traffic control device rental, hereinafter referred to as "Contractor"; with storage and administrative facility located within Travis County, Texas. Minimum requirements as follows:
- 1.1.1 Rental of temporary traffic control devices (TTCD) for construction, repairs, weather events, and special events.
 - 1.1.2 Contractor is required to submit firm fixed cost for all products under the terms of this solicitation.
- 1.2 This service contract shall be established for various departments and administered separately by each department:
- 1.2.1 Austin Water (AW)
 - 1.2.2 Watershed Protection Department (WPD)
 - 1.2.3 Public Works Department, Street and Bridge Operations (PW/SBO)
 - 1.2.4 Austin Transportation Department, Right of Way Management Division (TROW), Office of Special Events (OSE)
 - 1.2.5 Austin Energy (AE)
 - 1.2.6 Parks and Recreation Department (PARC)
 - 1.2.7 Austin Police Department (APD)
 - 1.2.8 Austin Convention Center Department (ACCD)

2.0 BACKGROUND

- 2.1 The estimated annual value of this Contract is not to exceed \$1,165,000,000. One Contract shall be awarded; with each participating City Department/Division administering their anticipated annual portion as indicated below:

2.1.1	AW 2200	1	\$500,000	1/12 = 41,666.67
2.1.2	WPD 6300	5	\$75,000	1/12 = 6,250
2.1.3	PW/SBO 6200	4	\$100,000	= 8,333.33
2.1.4	TROW/QSE 2400	3	\$150,000	1/12 = 12,500
2.1.5	AE 1100	6	\$60,000	5,000
2.1.6	PARC 8600	7	\$35,000	2,916
2.1.7	APD 8700	2	\$230,000	19,166
2.1.8	ACCD 8200	8	\$15,000	1,250

- 2.2 The City estimates the number of annual mobilizations requiring rental of TTCD, by department:

2.2.1	AW	1810
2.2.2	WPD	250
2.2.3	PWD/SBO	40
2.2.4	TROW/OSE	50
2.2.5	AE	100
2.2.6	PARD	30
2.2.7	APD	6
2.2.8	ACCD	20

- 2.3 The estimated number of annual scheduled and emergency mobilizations below does not obligate City to order or accept more than actual requirements. The City may request more or fewer services from the Contractor as needed and specified:

2.3.1	Scheduled:	1040
2.3.2	Priority:	415
2.3.3	Emergency:	575
2.3.4	Special Events:	80

3.0 APPLICABLE SPECIFICATIONS

- 3.1 All traffic control devices shall conform to the most current edition of the "Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways, Part 6, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations. All traffic control devices shall conform to the most current version of the City of Austin's Transportation Criteria Manual, ref:

<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>

- 3.2 All traffic control devices shall conform to the most current Texas Department of Transportation "Barricades and Construction Standards Sheets." All retro-reflective materials shall be engineering grade or better.
- 3.3 All traffic control devices shall meet the requirement of the National Cooperative Highway Research Program Report 350 for crashworthiness.
- 3.4 Except to the extent that more explicit or more stringent requirements are written directly into the solicitation documents, all applicable codes, regulations, and standards have the same force and effect and are made a part of the contract documents by reference as if copied directly into the solicitation documents, or as if published copies are bound herewith.

4.0 DEFINITIONS

- 4.1 "Respond" shall be defined as acknowledgement of a purchase order from the Contractor to City via telephone, at a minimum.
- 4.2 "Deploy" shall be defined as Contractor receipt of accepted traffic control plan (TCP), and full and effective deployment by Contractor of the set up ordered. A TCP is not necessary when a set-up is standard, used frequently, and has a name known to both the Contractor and City.
- 4.3 "Mobilization" shall be defined as one (1) truck (1-Ton Truck) load (with a 16 - 20 ft. trailer as required) and the crew necessary to furnish, deliver, place, maintain, and perform timely deployment and timely removal of the set up. Industry standards and common sense shall apply.

- 4.3.1 The City reserves the right to assess, discuss and approve the number of trucks used for any particular deployment prior to deployment.
- 4.3.2 Mobilization cost shall include the delivery, set up, maintenance, and pick up from the specified job site.
- 4.3.3 Mobilization for APD categories are divided into emergency and special events. APD may perform minor modifications to a set up without additional charge from Contractor.
- 4.3.4 Emergency mobilization – To APD as well as other departments is defined as unplanned events with little or no notification. Examples of emergency mobilizations can be impromptu protests or reactions to damage (whether man-made or from natural causes) within the City of Austin and extraterritorial jurisdiction (ETJ).
- 4.4 "Special Event" shall be defined as any event that requires temporary traffic control devices that are not related to public infrastructure construction or maintenance.
 - 4.4.1 APD - Special event: the length of the event shall be measured from the time the contractor arrives and initiates TTCD set up, until notification by APD to remove.
- 4.5 The "Rental Period" of TTCD set up shall be defined as beginning on the requested date of delivery to a specified location, or upon actual set up of the TTCD, and cease with no additional daily charges accruing after the date the Contractor is called to pick up TTCD, including Saturday, Sunday, and legal holidays.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 Because of the nature of this service and the response time requirements, the Contractors' service facilities and TTCD shall be located within Travis County, Texas and within five (5) miles of Austin City Limits.
- 5.2 Contractor shall identify all TTCD with the Contractor's name and telephone number, in accordance with the City of Austin's Transportation Criteria Manual.
- 5.3 The Contractor shall retain and bear the entire risk of physical loss, damage, vandalism, theft, or destruction of TTCD from any cause whatsoever.
- 5.4 Contractor shall have no advertising displayed on any TTCD provided under this contract.
- 5.5 Contractor's firm shall provide proof of having been registered for a minimum of three (3) years with the Travis County Clerk's Office or Texas Secretary of State, as being in the business of the supply, maintenance and management of temporary TCD of the nature described in this specification as of the closing date of this solicitation.
- 5.6 Using Section 0700, Contractor shall provide a minimum of five (5) references of similar size and scope within the past three (3) years, with municipality experience preferred. The contact names and phone numbers shall be current.
- 5.7 Contractor shall provide the name of their single point of contact (SPOC), the SPOC's phone number for office phone and cell phone, pager number and email address, and the same for the Contractor's emergency service center. A place is provided for this on the bid sheet.
- 5.8 With their bid submittal, and through the life of the contract upon COA Contract Manager or designee request, Contractor shall certify in writing on their company letterhead that all TTCD's to be supplied shall conform to the current TMUTCD for Streets and Highways, Part VI and the COA Transportation Criteria Manual.
- 5.9 Contractor shall also provide copies of licenses and certifications issued to your company and/or employees.
- 5.9 Contractor shall provide the location and normal work hours for their service facility. A space is provided for this on the Bid Sheet.

- 5.10 Contractor within two weeks of contract award shall attain from all departments including APD for their special events and other mobilizations, a copy of their most recently updated and approved Traffic Control Plans (TCP).

6.0 PERFORMANCE REQUIREMENTS

- 6.1 Contractor shall provide all labor, materials, equipment, and safety resources for the services specified herein, and follow the TCP in all cases except for emergencies.
- 6.2 Contractor shall ensure installation of all TTCD's, placement, and maintenance are accomplished in a professional and effective manner and in accordance and compliance with all State, and City standards and specifications.
- 6.3 The Contractor shall upon receipt of a City issued master agreement purchase order release (DO/DOM#) for TTCD requests (with the exception of an emergency requirement), shall confirm in writing/e-mail/fax their receipt and acceptance of the purchase order release number within two (2) hours.
- 6.4 The Contractor shall establish a unique work-order number, for each master agreement purchase order release. The Contractor shall provide a duplicate receipt and obtain a signature from the City at the time of delivery/placement of the TTCD. A copy of the signed receipt of the work-order shall be provided to the City at the job site and a copy sent with the invoice. If no City employee is present when the TTCD is placed, Contractor shall promptly email a scan of the receipt to the City requester. The work-order shall include:
- 6.4.1 Unique work-order number
 - 6.4.2 Date of request
 - 6.4.3 City department submitting the request
 - 6.4.4 Physical location of project (Address/Street, etc.)
 - 6.4.5 Number and type of specific items of TTCD's delivered to the specific job site
 - 6.4.6 Anticipated length of job.
 - 6.4.7 The name and phone number of the City representative submitting the request
 - 6.4.8 Reference to City generated master agreement purchase order release number (DO/DOM#.)
- 6.5 Mobilization categories are divided into scheduled, priority, emergency, and special events. TTCD shall be complete and ready for use at time of delivery and set-up. Minor modifications to a set-up may be performed by City without charge from Contractor.

MOBILIZATION TYPE	RESPOND	DEPLOY	REMOVAL
Scheduled	2 hours	72 hours (~3 days)	24 hours
Priority	2 hours	24 hours (~ 1 day)	24 hours
Emergency	Immediate	1 hour	24 hours
Special Event	2 hours	72 hours (~3 days)	2 hours after notification for removal

- 6.6 No earlier than 20 hours before any event, Contractor may begin to stage deployment (drop off TTCD adjacent to set-up site.). Contractor shall ensure that none of the equipment staged in advance shall in anyway interfere with pedestrian or vehicle safety.

- 6.7 In the event Contractor fails to set-up and or remove all TTCD from the site and all right-of-way within the time frame listed in section 6.6 above after the conclusion of a rental, the City will assess liquidated damages against the Contractor as stated in supplemental purchase terms and conditions.
- 6.7.1 If agreeable to the City, and on a case-by-case basis and written or verbal notification provided by designated City representative at site, the Contractor may be allowed more than two (2) hours to completely take down and remove all TTCD for special events.
- 6.8 If, it is determined by the designated City representative at the job site a TTCD set-up has lost its effectiveness due to faulty or poor appearance or for any other reason that precludes it from serving as a legal and suitable TTCD set-up, the Contractor shall replace the unsuitable TTCD within twelve (12) hours of verbal notification by the City. If a delinquency is deemed by the City to be an Emergency, Contractor shall rectify the situation within four (4) hours of verbal notification by the City. The City will provide written verification of the notification by the next business day and the Contractor shall provide a written confirmation that the delinquency has been rectified.
- 6.8.1 Contractor on APD events; If in the opinion of the APD official at the job site, a TTCD set-up has lost its effectiveness due to faulty or poor appearance or for any other reason that precludes it from serving as a legal and suitable TTCD set-up, the Contractor shall replace the unsuitable TTCD within four (4) hours of verbal notification by the City.
- 6.10 Contractor shall inspect all provided TTCD at least once every four (4) calendar days for extended deployments.
- 6.10.1 Contractor shall inspect all TTCD, TCP's on APD events spanning at least three (3) days, at least once at the midway point.
- 6.11 Contractor shall within two (2) calendar days' of written notice; provide certified flagger personnel as required /requested.
- 6.12 Contractor shall allow with two (2) hours' notice, the City the right to pick up TTCD from the Contractor's service facilities for use on City Projects at the rental rates established.
- 6.13 The rental cost shall include all necessary maintenance or construction and sandbagging to ensure the TTCD set up remains in a condition that is operational and acceptable to City.

7.0 CITY REQUIREMENTS

- 7.1 The City will provide for all TTCD requests, an approved TCP with the number and type of TTCD's to be furnished.
- 7.2 The City will for all TTCD mobilization requests, with the exception of emergency, provide a master agreement release (DO/M) number and confirm in writing/email/fax receipt of the same from the contractor.
- 7.3 In the case of an emergency mobilization, the City will provide as much detail as possible about TTCD placement requirements during the initial telephone call. The City will furnish written confirmation, and additional pertinent information within twenty-four (24) hours or next business day, via FAX, email, or other written form.
- 7.4 Upon discovery, the City will report all lost, stolen, damaged, vandalized, and otherwise non-operating/functioning TTCD to the Contractor.
- 7.5 The City will return to the Contractor TTCD reported lost or stolen by the City, but is later recovered by the City.
- 7.6 The City reserves the right to use City-owned TTCD, exclusive of this contract. City owned TTCD will be marked "City". Co-mingling of TTCD assets can occur (e.g., the City may furnish trailer mounted arrow boards and other TTCD's).

- 7.7 The City reserves the right to visit any prospective Contractor's business location prior to making a contract award location and confirmation of TTCD stock, and during the contract period for confirmation of the same.
- 7.8 The City will e-mail the contracted vendor date and time of TTCD pick-ups if different from previously set pick-up date.
- 7.9 The City will attain and retain pick-order number provided by contracted vendor.

8.0 ORDERING AND INVOICING

- 8.1 Contractor shall provide the City with an order pick-up number when the City calls and requests to pick-up a setting or a list of items. Contractor shall be responsible for tracking all order pick-up numbers and providing a copy of the signed order pick-up to the City at time of order pick-up.
- 8.2 The Contractor shall invoice monthly by job until the job is completed or a change in the set-up of the TTCD is implemented. Invoices shall be professionally prepared and printed and shall include the rental period, the job being billed, and include the same items as mentioned in paragraph 6.4 above.

9.0 TERMINATION OF SERVICES

The City reserves the right to terminate contract with cause and for the following specific contract violations. Any violations omitted from this section which clearly impair the performance of this contract may also lead to contract termination.

- 9.1 Late delivery by the Contractor of TTCD is unacceptable, for a maximum of three (3) incidents per contract year.
 - 9.1.1 For APD delivery one (1) incident of late delivery by the Contractor may be grounds for termination of contract or the City remove APD from this contract and to solicit for a new APD only contract.
- 9.2 The Contractor's failure to arrive at the scheduled time resulting in the non-delivery of TTCD, for a maximum of three (3) incidents per year.
 - 9.2.1 For APD one (1) failure to arrive at the scheduled time resulting in the non-delivery of TTCD may be grounds for termination of contract or the City remove APD from this contract and to solicit for a new APD only contract.
- 9.3 The Contractor disregards laws or regulations of any public body having jurisdiction, for a maximum of one (1) incident per year.
- 9.4 The Contractor violates in any substantial way any provisions of the contract documents, for a maximum of two (2) incidents per year.

10.0 CITY CONTACTS (this list is not all inclusive)

- 10.1 Austin Water Utility:

Scott Morrow, Distribution System Maintenance Valve & Hydrant Services 3907 S. Industrial Dr Austin, Texas 78744 Ph: (512) 972-1208 Fax: (512) 972-1263	Eric Wright, Collection System Maintenance 901 W Koenig Ln Austin, Texas 78756 Ph: (512) 972-0915 Fax: (512) 972-0945
Eric Garcia, Construction Services East Service Center 6301 Harold Ct B Austin, TX 78721-2727 Ph: (512) 972-0762 Fax: (512) 972-0726	Mark Martinez, Field Support Services 3907 S. Industrial Dr Austin, Texas 78744 Ph: (512) 972-1132 Fax: (512) 972-1266
- 10.2 Watershed Protection Department
Donna Lee Bliss, Financial Services.
505 Barton Springs Rd., 12th Fl.
Austin, TX 78704

Ph: (512) 974-2530 Fax: (512) 974-7294
donna-lee.bliss@austintexas.gov

- 10.3 Public Works, Street and Bridge Operations
Peggy Ybanez, Street and Bridge Operations
505 Barton Springs Rd. Suite 1000
Austin, Texas 78704
Ph: (512) 974-7955 Fax: (512) 974-8760

- 10.4 Austin Transportation, Right of Way Management/ Special Events Office
Jason Redfern, ROW Management
505 Barton Springs Rd. 8th Fl.
Austin, TX 78704
Ph: (512) 974-7265 Fax: (512) 974-5617
jason.redfern@austintexas.gov

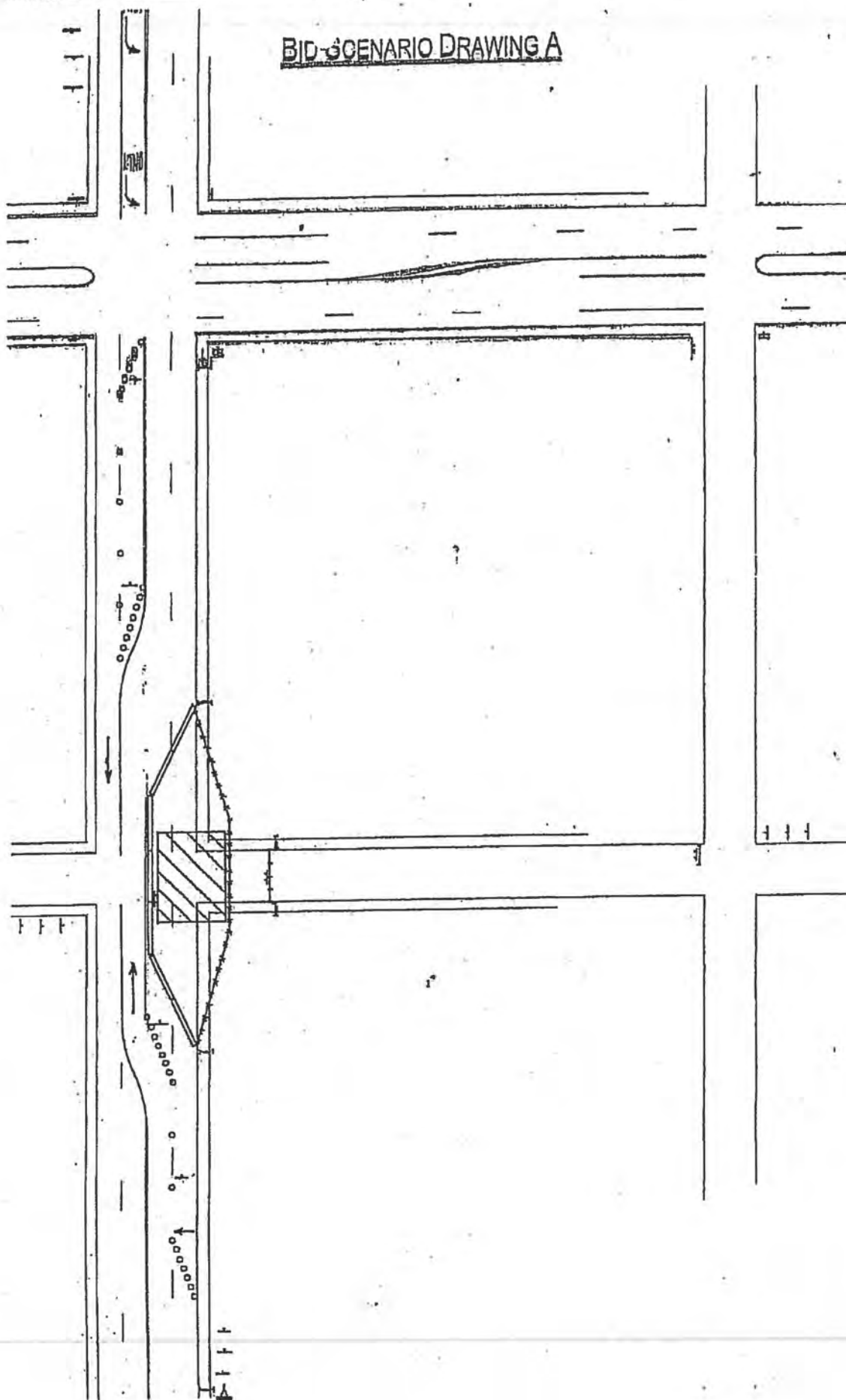
- 10.5 Austin Energy
Eddie Washington
721 Barton Springs Rd, 4th Fl
Austin, TX 78704
Ph: (512) 322-6075

- 10.6 Parks & Recreation Department
Eric Bauman
Angela Means
301 Nature Center Dr.
Austin, TX 78746
Ph: (512) 476-9044

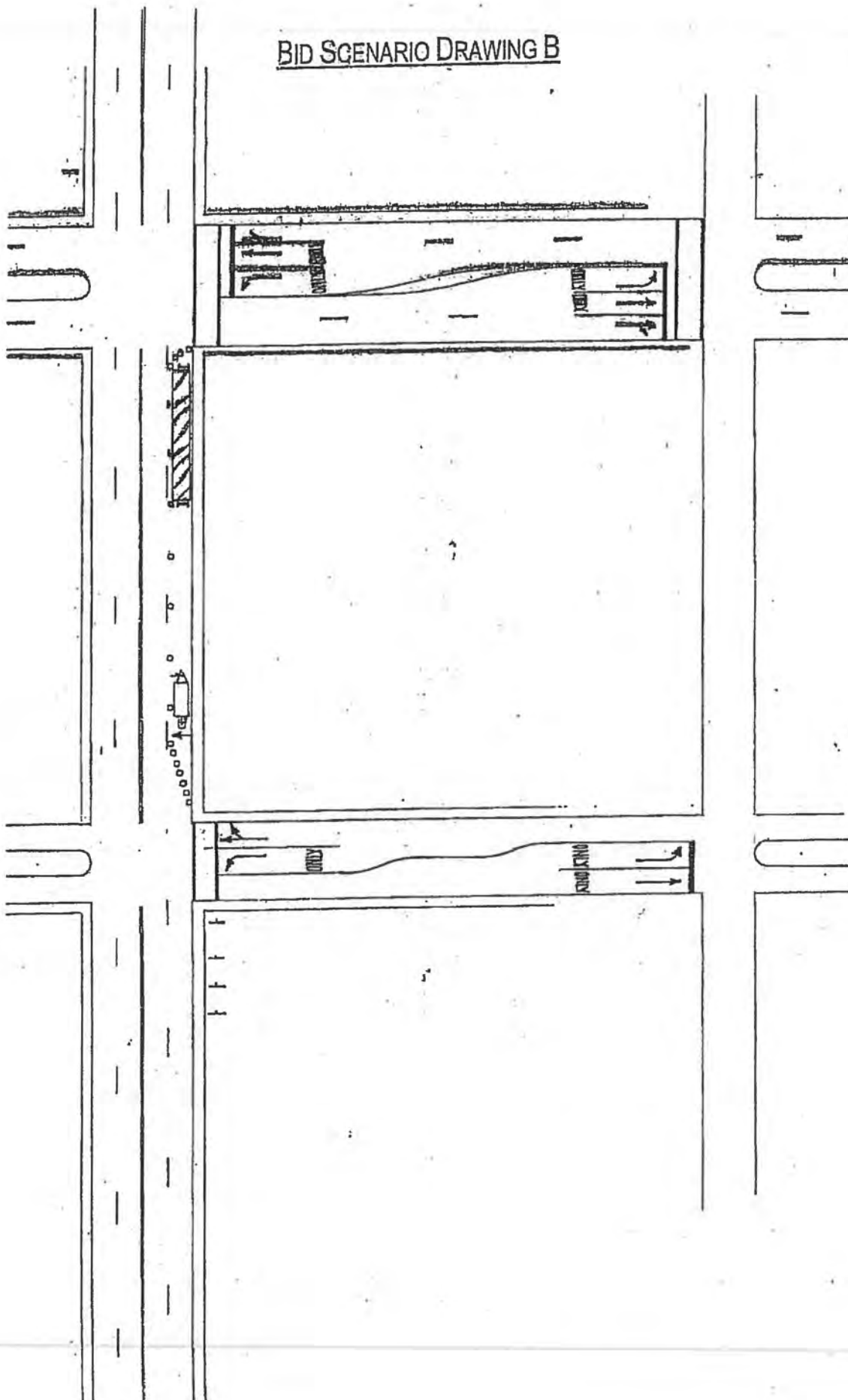
- 10.7 Austin Police Department
Procurement and Contract Services
Albert Banda
715 E. 8th St.
Austin, Texas 78701
Ph: (512) 974-5273 Fax: (512) 974-5960

- 10.8 Austin Convention Center Department
Nick Thompson, Parking Services Supervisor 512-404-4178
Bob Sargent, Parking Logistics/Event Coordinator 512-404-4118
Al Eells, Security Division Manager 512-404-4125
500 East Cesar Chavez
Austin, Texas 78701

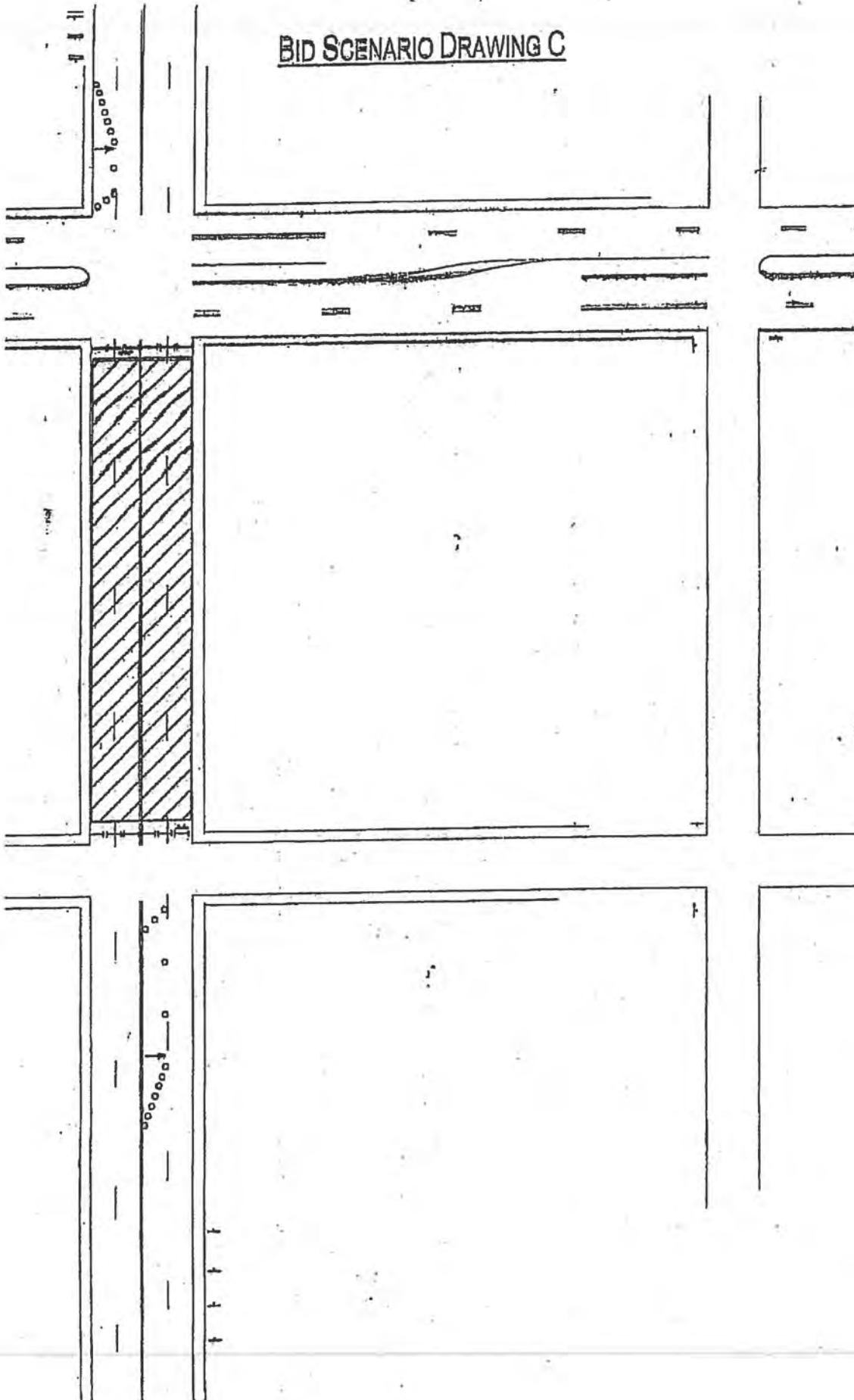
BID SCENARIO DRAWING A



BID SCENARIO DRAWING B



BID SCENARIO DRAWING C



**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

RQM NO. 15070600418

BID OPENING TIME AND DATE: 10/14/2015 @ 2:00 p.m.

BUYER: Irene Sanchez-Rocha

Copies of Bid: Vendor must submit One original, one copy and one electronic copy in a flash drive, or compact disk of its signed bid.

Special Instructions: Be advised that exceptions taken to any portion of this solicitation may jeopardize acceptance of the bid.

ALL PRICES QUOTED ON THE BID SHEET SHALL BE ALL INCLUSIVE, CONTAINING DELIVERY, PLACEMENT, MAINTENANCE, REPLACEMENT, LOSS AND REMOVAL OF TTCD AND AS REQUIRED THE INSTALLATION OF TEMPORARY ROADWAY STRIPING.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
1	EMERGENCY MOBILIZATION FEE (SHALL BE WITHIN ONE (1) HOUR OF NOTIFICATION)	1	EACH	\$ 400.00	\$ 400.00
1.1	WEEK DAYS/NIGHTS Emergency Mobilization Per Specification 0500	1	EACH	\$ 400.00	\$ 400.00
1.2	WEEKENDS, SATURDAYS/SUNDAYS AND/OR HOLIDAYS Emergency Mobilization Per Specification 0500	1	EACH	\$ 475.00	\$ 475.00
2	PRIORITY MOBILIZATION FEE (Shall be within 24 hours (1 DAY) of notification)				\$ -
2.1	WEEK DAYS/NIGHTS Per Specification Section priority mobilization	1	EACH	\$ 350.00	\$ 350.00
2.2	WEEKENDS, SATURDAYS/SUNDAYS AND/OR HOLIDAYS Per Specification Section priority mobilization	1	EACH	\$ 425.00	\$ 425.00
3	SCHEDULED MOBILIZATION (Shall be within 72 hours (3 days) of notification)				\$ -
3.1	WEEK DAYS/NIGHTS Per Specification Section scheduled mobilization	1	EACH	\$ 300.00	\$ 300.00
3.2	WEEKENDS, SATURDAYS/SUNDAYS AND/OR HOLIDAYS Per Specification Section scheduled mobilization	1	EACH	\$ 375.00	\$ 375.00
				Total 1 - 3	\$ 2,725.00

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
4	SPECIAL EVENTS MOBILIZATION APD - PER SPECIFICATION SECTION SPECIAL EVENT MOBILIZATION FEES SHALL BE BUILT INTO THE RENTAL CHARGES FOR EACH EVENT. REFERENCE SECTION 6.6 OF THE SPECIFICATION, AND SCENARIO DRAWING C FOR POSSIBLE TTCD REQUIREMENTS AND ROADWAY PAVEMENT MARKING SERVICES AS REQUIRED/REQUESTED. APD SPECIAL EVENTS MOBILIZATION WILL INCLUDE THE FIVE (5) ANNUAL EVENTS SPANNING SEVENTEEN (17) DAYS AND APPROXIMATELY 10 ADDITIONAL DAYS THROUGHOUT THE YEAR. APD SHALL PROVIDE TCP FOR APD SPECIAL EVENTS AND TROW/OSE SHALL PROVIDE TCP FOR THEIR SPECIAL EVENT				
4.1	HALLOWEEN (1 NIGHT) BASED ON PLANS STAMPED 10/28/14 SHEETS 1 THRU 6 PROVIDED IN ADDENDUM 1 DATED 10/9/15	1	EVENT	\$ 8,600.00	\$ 8,600.00
4.2	MARDI GRAS (3 NIGHTS) BASED ON SHEET 1 STAMPED 2/10/15 PROVIDED IN ADDENDUM 1 DATED 10/9/15	1	EVENT	\$ 9,050.00	\$ 9,050.00
4.3	TEXAS RELAYS (2 NIGHTS) BASED ON PLANS STAMPED 3/25/15 SHEETS 1 THRU 11 PROVIDED IN ADDENDUM 1 DATED 10/9/15	1	EVENT	\$ 11,850.00	\$ 11,850.00
4.4	CONGRESS AVE CLOSURES CONGRESS AVE BRIDGE CLOSURE ONLY (BASED ON HISTORIC DATA)- NO PLAN SHEETS PROVIDED IN ADDENDUM 1 DATED 10/9/15	1	EVENT	\$ 2,315.00	\$ 2,315.00
4.5	SXSW (10/DAYS/NIGHTS) (TROW/OSE) BASED ON PLAN SHEETS STAMPED 3/6/15 & 3/4/15 FOR SXSW PROVIDED IN ADDENDUM 1 DATED 10/9/15	1	EVENT	\$ 17,950.00	\$ 17,950.00
				4.0 TOTAL	\$ 49,765.00

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
	EVENT RENTAL FEES PRICES BID SHOULD BE REFLECTIVE OF SCENARIOS IN ATTACHED DRAWINGS A - C, AS NON-EMERGENCY EVENTS, PRICES BID SHALL BE INCLUSIVE OF ANY MOBILIZATION FEES. CONTRACTOR SHALL SUBMIT DOCUMENTATION ON PRICE DEVELOPMENT FOR EACH SCENARIO LISTED BELOW. DOCUMENTATION SHALL INCLUDE LABOR ESTIMATE, EQUIPMENT TYPES AND NUMBERS. ANY OTHER CRITERIA NECESSARY FOR PRICE DEVELOPMENT SHALL ALSO BE INCLUDED.				
5	For each of the following hypothetical scenarios, bidder shall give firm fixed pricing. Bidder shall also state pricing for any required items or services included in their description of actions to be taken, but not specifically listed in the itemized pricing lines below. Any item or action not mentioned in the itemized pricing below shall be considered to be included.				
	<u>Drawing A and B Scheduled (Drawings are a mock-up, and may not be a true representation of TCP. The City shall provide TCP.)</u> MONTHLY RATE - SCHEDULED MOBILIZATION; Rental of temporary traffic control devices and roadway pavement marking services. TTCD's listed may not be all inclusive and a true representation of TTCD's required.				
5.1	Scheduled Mobilization	1	EA.	\$ 200.00	\$ 200.00
5.2	Type I Barricades	6	EA.	\$ 6.50	\$ 39.00
5.3	Type III Barricades	5	EA.	\$ 15.00	\$ 75.00
5.4	Type I A-frame Barricades	2	EA.	\$ 4.00	\$ 8.00
5.5	Plastic Drums retro-reflective stripes & weighted base	17	EA.	\$ 6.50	\$ 110.50
5.6	Grabber Cone 42" retro reflective stripes & weighted base	18	EA.	\$ 6.50	\$ 117.00
5.7	Traffic Cones, 28" with retro-reflective stripes	18	EA.	\$ 3.50	\$ 63.00
5.8	Reflective Discs, 200 square cm minimum both sides	35	EA.	\$ 0.50	\$ 17.50
5.9	Reflective Vinyl roll up sign, 9 square feet or less	4	EA.	\$ 9.00	\$ 36.00

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
5.10	Reflective Vinyl roll up sign, greater than 9 square feet	1	EA.	\$ 9.00	\$ 9.00
5.11	Aluminum Signs, 9 square feet or less	29	EA.	\$ 7.00	\$ 203.00
5.12	Aluminum Signs, greater than 9 square feet	3	EA.	\$ 8.50	\$ 25.50
5.13	Portable Sign Stands, 1' mount height	1	EA.	\$ 6.50	\$ 6.50
5.14	Portable Sign Stands, 7' mount height	27	EA.	\$ 9.00	\$ 243.00
5.15	Trailer Mounted Arrow Board, Solar Powered	1	EA.	\$ 275.00	\$ 275.00
5.16	Electronic Changeable Message Board, trailer mounted	2	EA.	\$ 750.00	\$ 1,500.00
5.17	Temporary Removable Tape 4" width Installation	100	FT.	\$ 1.40	\$ 140.00
5.18	Temporary Removable Tape 6" width Installation	100	FT.	\$ 2.50	\$ 250.00
5.19	Temporary Removable Tape 4" and 6" width Removal	200	FT.	\$ 0.25	\$ 50.00
5.20	Temporary Pavement Tabs	60	EA.	\$ 0.35	\$ 21.00
5.21	Temporary Arrow, Combinations	1	EA.	\$ 35.00	\$ 35.00
5.22	Temporary Arrows, Straight	2	EA.	\$ 25.00	\$ 50.00
5.23	Temporary Arrows, Curved	2	EA.	\$ 25.00	\$ 50.00
5.24	Temporary Letters for Words	8	EA.	\$ 15.00	\$ 120.00
5.25	Low profile concrete barrier or approved equal.	175	FT.	\$ 9.00	\$ 1,575.00
5.26	Concrete Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.27	Steel Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
5.28	Truck mounted attenuator, host vehicle & driver	1	DAY	\$ 250.00	\$ 250.00
5.29	Safety Fence 4' with Temporary Mounts	175	FT.	\$ 2.00	\$ 350.00
				SUBTOTAL SCENARIO A&B MTHLY RATES LINE 5.1 TO 5.29:	\$ 7,319.00
<u>Drawing A and B Priority (Drawings are a mock-up, and may not be a true representation of TCP. The City shall provide TCP).</u>					
WEEKLY RATES - PRIORITY MOBILIZATION; Rental of temporary traffic control devices and roadway pavement marking services using priority mobilization weekly rates. TTCD's listed may not be all inclusive and a true representation of TTCD's required.					
5.30	Priority Mobilization	1	EA.	\$ 275.00	\$ 275.00
5.31	Type I Barricades	6	EA.	\$ 4.00	\$ 24.00
5.32	Type III Barricades	5	EA.	\$ 7.50	\$ 37.50
5.33	Type I A-frame Barricades	2	EA.	\$ 1.50	\$ 3.00
5.34	Plastic Drums, retro-reflective stripes & weighted base	17	EA.	\$ 1.75	\$ 29.75
5.35	Traffic Cones, 28" with retro-reflective stripes	18	EA.	\$ 2.00	\$ 36.00
5.36	Grabber Cone 42" retro reflective stripes & weighted base	18	EA.	\$ 1.75	\$ 31.50
5.37	Reflective Discs, 200 square cm minimum both sides	35	EA.	\$ 0.30	\$ 10.50
5.38	Reflective Vinyl roll up sign, 9 square feet or less	4	EA.	\$ 3.50	\$ 14.00
5.39	Reflective Vinyl roll up sign, greater than 9 square feet	1	EA.	\$ 3.50	\$ 3.50
5.40	Aluminum Signs, 9 square feet or less	29	EA.	\$ 2.50	\$ 72.50
5.41	Aluminum Signs, greater than 9 square feet	3	EA.	\$ 2.50	\$ 7.50

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
5.42	Portable Sign Stands, 1' mount height	1	EA.	\$ 3.00	\$ 3.00
5.43	Portable Sign Stands, 7' mount height	27	EA.	\$ 4.00	\$ 108.00
5.44	Trailer Mounted Arrow Board, Solar Powered	1	EA.	\$ 100.00	\$ 100.00
5.45	Electronic Changeable Message Board, trailer mounted	2	EA.	\$ 400.00	\$ 800.00
5.46	Temporary Removable Tape 4" width	100	FT.	\$ 1.40	\$ 140.00
5.47	Temporary Removable Tape 6" width Installation	100	FT.	\$ 2.50	\$ 250.00
5.48	Temporary Removable Tape 4" and 6" width Removal	200	FT.	\$ 0.25	\$ 50.00
5.49	Temporary Pavement Tabs	60	EA.	\$ 0.35	\$ 21.00
5.50	Temporary Arrow, Combinations	1	EA.	\$ 35.00	\$ 35.00
5.51	Temporary Arrows, Straight	2	EA.	\$ 25.00	\$ 50.00
5.52	Temporary Arrows, Curved	2	EA.	\$ 25.00	\$ 50.00
5.53	Temporary Letters for Words	8	EA.	\$ 15.00	\$ 120.00
5.54	Low profile concrete barrier or approved equal.	175	FT.	\$ 9.00	\$ 1,575.00
5.55	Concrete Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.56	Steel Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.57	Safety Fence 4' with Temporary Mounts	175	FT.	\$ 2.00	\$ 350.00
5.58	Flagger	8	HR	\$ 25.50	\$ 204.00
5.59	Truck mounted attenuator, host vehicle & driver	1	DAY	\$ 250.00	\$ 250.00

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

RQM NO. 15070600418

BID OPENING TIME AND DATE: 10/14/2015 @ 2:00 p.m.

BUYER: Irene Sanchez-Rocha

Copies of Bid: Vendor must submit One original, one copy and one electronic copy in a flash drive, or compact disk of its signed bid.

Special Instructions: Be advised that exceptions taken to any portion of this solicitation may jeopardize acceptance of the bid.

ALL PRICES QUOTED ON THE BID SHEET SHALL BE ALL INCLUSIVE, CONTAINING DELIVERY, PLACEMENT, MAINTENANCE, REPLACEMENT, LOSS AND REMOVAL OF TTCD AND AS REQUIRED THE INSTALLATION OF TEMPORARY ROADWAY STRIPING.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
5.60	Steel Barriers	600	LF.	\$ 9.00	\$ 5,400.00
				SUBTOTAL SCENARIO A&B WEEKLY RATES LINE 5.30 - 5.60:	\$ 11,550.75
<u>Drawing A and B Emergency (Drawings are a mock-up, and may not be a true representation of TCP. The City shall provide TCP).</u>					
DAILY RATES - EMERGENCY MOBILIZATION; Rental of temporary traffic control devices and roadway pavement marking services using emergency mobilization daily rates. TTCD's listed may not be all inclusive and a true representation of TTCD's required.					
5.61	Emergency Mobilization	1	EA.	\$ 325.00	\$ 325.00
5.62	Type I Barricades	6	EA.	\$ 2.00	\$ 12.00
5.63	Type III Barricades	5	EA.	\$ 5.00	\$ 25.00
5.64	Type I A-frame Barricades	2	EA.	\$ 0.25	\$ 0.50
5.65	Plastic Drums, with retro-reflective stripes and weighted base	17	EA.	\$ 1.00	\$ 17.00
5.66	Traffic Cones, 28" with retro-reflective stripes	18	EA.	\$ 1.00	\$ 18.00
5.67	Grabber Cone 42" retro reflective stripes & weighted base	18	EA.	\$ 1.50	\$ 27.00
5.68	Reflective Discs, 200 square cm minimum both sides	35	EA.	\$ 0.10	\$ 3.50
5.69	Reflective Vinyl roll up sign, 9 square feet or less	4	EA.	\$ 3.00	\$ 12.00
5.7	Reflective Vinyl roll up sign, greater than 9 square feet	1	EA.	\$ 3.00	\$ 3.00
5.71	Aluminum Signs, 9 square feet or less	29	EA.	\$ 1.25	\$ 36.25
5.72	Aluminum Signs, greater than 9 square feet	3	EA.	\$ 1.25	\$ 3.75
5.73	Portable Sign Stands, 1' mount height	1	EA.	\$ 2.00	\$ 2.00

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
5.74	Portable Sign Stands, 7' mount height	27	EA.	\$ 3.00	\$ 81.00
5.75	Trailer Mounted Arrow Board, Solar Powered	1	EA.	\$ 60.00	\$ 60.00
5.76	Electronic Changeable Message Board, trailer mounted	2	EA.	\$ 125.00	\$ 250.00
5.77	Temporary Removable Tape 4" width Installation	100	FT.	\$ 1.40	\$ 140.00
5.78	Temporary Removable Tape 6" width Installation	100	FT.	\$ 2.50	\$ 250.00
5.79	Temporary Removable Tape 4"and 6" width Removal	200	FT.	\$ 0.25	\$ 50.00
5.8	Temporary Pavement Tabs	60	EA.	\$ 0.35	\$ 21.00
5.81	Temporary Arrow, Combinations	1	EA.	\$ 35.00	\$ 35.00
5.82	Temporary Arrows, Straight	2	EA.	\$ 25.00	\$ 50.00
5.83	Temporary Arrows, Curved	2	EA.	\$ 25.00	\$ 50.00
5.84	Temporary Letters for Words	8	EA.	\$ 15.00	\$ 120.00
5.85	Low profile concrete barrier or approved equal.	175	FT.	\$ 9.00	\$ 1,575.00
5.86	Concrete Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.87	Steel Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.88	Safety Fence 4' with Temporary Mounts	175	FT.	\$ 2.00	\$ 350.00
5.89	Truck mounted attenuator, host vehicle & driver	1	EA.	\$ 250.00	\$ 250.00
5.90	Steel Barriers	600	LF.	\$ 9.00	\$ 5,400.00
5.91	Flagger	8	HR	\$ 25.50	\$ 204.00

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

RQM NO. 15070600418

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
			SUBTOTAL SCENARIO A & B DAILY RATES LINE 5.61 - 5.91:		\$ 10,871.00
	<u>Drawing C - Special Event(s) (Drawing is a mock-up, and may not be a true representation of TCP. The City shall provide TCP).</u> DAILY RATES Special event mobilization daily rates. TTCD's listed may not be all inclusive and a true representation of TTCD's required.				
5.92	Type III Barricades	24	EA.	\$ 5.00	\$ 120.00
5.93	Plastic Drums, retro-reflective stripes and weighted base	46	EA.	\$ 0.75	\$ 34.50
5.94	Reflective Discs, 200 square cm minimum both sides	46	EA.	\$ 0.10	\$ 4.60
5.95	Aluminum Signs, 9 square feet or less	24	EA.	\$ 1.00	\$ 24.00
5.96	Aluminum Signs, greater than 9 square feet	8	EA.	\$ 1.00	\$ 8.00
5.97	Portable Sign Stands, 7' mount height	32	EA.	\$ 3.00	\$ 96.00
5.98	Steel Barrier Mobilization Charge	1	EA.	\$ 750.00	\$ 750.00
5.99	Steel Barriers	600	LF.	\$ 9.00	\$ 5,400.00
5.100	Trailer Mounted Arrow Board, Solar Powered	4	EA.	\$ 60.00	\$ 240.00
				DRAWING C SCENARIO TOTAL LINES 5.92 - 5.100:	\$ 6,677.10
				TOTAL 5.0 (5.1 - 5.100)	\$ 36,417.85

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

RQM NO. 15070600418

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
6	RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES. THE FOLLOWING DEVICES MAY BE RENTED BY THE PIECE FOR SPECAIL AND/OR EMERGENCY EVENTS AS DEEMED NECESSARY BY THE APD SPECIAL EVENTS DIVISION OR ANY OTHER DEPARTMENT/DIVISION OF THE CITY. DAILY CHARGES SHALL BE BASED ON ONE (1) DAY'S USAGE. DURING BAD WEATHER, THE CONTRACTOR WILL SUPPLY "SAND BAGS" TO KEEP DEVICES FROM BLOWING AWAY.				
6.1	TYPE I BARRICADES, 8' LENGTH	1	EACH	\$ 2.00	\$ 2.00
6.2	TYPE III BARRICADES, 8' LENGTH	1	EACH	\$ 5.00	\$ 5.00
6.3	TYPE 1, A-FRAME BARRICADES	1	EACH	\$ 0.25	\$ 0.25
6.4	PLASTIC DRUMS, WITH RETRO-REFLECTIVE STRIPES AND WEIGHTED BASE	1	EACH	\$ 0.75	\$ 0.75
6.5	GRABBER CONES, 42" WITH RETRO-REFLECTIVE STRIPES AND WEIGHTED BASE	1	EACH	\$ 0.75	\$ 0.75
6.6	TRAFFIC CONES 28" WITH RETRO-REFLECTIVE STRIPES	1	EACH	\$ 1.00	\$ 1.00
6.7	PORTABLE SIGNS STANDS, 1' MOUNT HEIGHT	1	EACH	\$ 2.00	\$ 2.00
6.8	PORTABLE SIGNS STANDS, 7' MOUNT HEIGHT	1	EACH	\$ 3.00	\$ 3.00
6.9	TRAILER MOUNTED ARROW BOARD, SOLAR POWERED	1	EACH	\$ 60.00	\$ 60.00
6.10	ELECTRONIC CHANGEABLE MESSAGE BOARD, TRAILER MOUNTED	1	EACH	\$ 125.00	\$ 125.00
6.11	WATER FILLED BARRIER (WFB) AUSTIN FIRE DEPARTMENT WILL FILL	1	EACH	\$ 7.00	\$ 7.00
6.12	CONCRETE BARRIER (LOW PROFILE)	1	EACH	\$ 10.00	\$ 10.00
6.13	CONCRETE BARRIER	1	EACH	\$ 10.00	\$ 10.00
6.14	SIGNS, PLASTIC OR METAL, 2-1/2 TO 3 FT. STATING GENERAL INFORMATIN SUCH AS ROAD CLOSED AHEAD, LANE CLOSURE, ETC.	1	EACH	\$ 1.50	\$ 1.50

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

RQM NO. 15070600418

BID OPENING TIME AND DATE: 10/14/2015 @ 2:00 p.m.

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
6.15	STEEL BARRIER MOBILIZATION CHARGE	1	EA.	\$ 750.00	\$ 750.00
6.16	STEEL BARRIERS	600	LF.	\$ 9.00	\$ 5,400.00
6.17	TRUCK MOUNTED ATTENUATOR, HOST VEHICLE AND DRIVER	1	DAY	\$ 250.00	\$ 250.00
6.18	POLICE OFFICER IN A MARKED VEHICLE	100	HR	\$ 75.00	\$ 7,500.00
6.19	STANDBY HOURLY RATE PER TRUCK	50	HR	\$ 52.00	\$ 2,600.00
6.20	FLAGGER - HOURLY RATE	8	HR	\$ 25.50	\$ 204.00
6.0 TOTAL LINE 6.1 - 6.20					\$ 16,932.25
		ESTIMATED ANNUAL AMOUNT BEFORE DISCOUNT OR MARKUP	% DISCOUNT OR MARKUP	AMOUNT AFTER DISCOUNT OR MARKUP	
THE CITY MAY WISH TO RENT ADDITIONAL ITEMS FROM THE SUCCESSFUL BIDDER IN THE FUTURE THAT ARE NOT LISTED ON THIS BID SHEET, PLEASE INDICATE THE DISCOUNT OR MARK UP FROM MANUFACTURE SUGGESTED PRICE FOR THESE ITEMS.		\$50,000.00	% <u>0</u> +/-	\$ 50,000.00	
				TOTAL PRICE BID	\$ 155,840.10

ALL SHIPPING AND HANDLING CHARGES MUST BE INCLUDED IN BID. DELIVERY TERMS: DELIVERY SHALL BE FOB DESTINATION, PREPAID AND ALLOWED

VENDOR'S DELIVERY METHOD: COMPANY VEHICLES

Per specification Provide the address of your business, and hours of operation: M-F 7:30_{am} to 5:30_{pm}

BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES

BID NO. ISR0011

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
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11101 DECKER LAKE RD AUSTIN, TX 78724

M-F 7:30am to 5:30p.m.

Per Specification Indicate Twenty-four (24) hour, telephone number(s). These numbers shall be the contractors point of contact for emergency mobilizations and to contact for pick up of TTCD's as required.

Point of contact(s) Name: VICTOR PENA

Business Phone: 512-836-0808 ext 122 Fax: 512-836-2575 Cell Phone: 512-626-5087

Pager: — Email: victor@onlinetraffic.com

The following documents are to be completed and submitted with the Offer. Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) * For an Offeror's Local Business Presence to be considered, this form must be completed and returned with the Offer.*
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input checked="" type="checkbox"/>	Non-Discrimination Certification (Section 0800)
<input checked="" type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input checked="" type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input checked="" type="checkbox"/>	No Goals Form (Section 0900)
<input checked="" type="checkbox"/>	Section 0500, Scope of Work , 5.5 Proof Business is registered with Travis County, or the Texas Secretary of State as a business of the supply, maintenance and management of TTCD's

**BID SHEET
CITY OF AUSTIN
RENTAL OF TEMPORARY TRAFFIC CONTROL DEVICES**

BID NO. ISR0011

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY MOBILIZATION EVENT	UNIT	UNIT PRICE	EXTENDED PRICE
<input checked="" type="checkbox"/>	Section 0500, Scope of Work 5.8; Letter on Company Letterhead certifying compliance to the current TMUTCD for Streets and Highways for TTCD's				
<input checked="" type="checkbox"/>	Section 0500, Scope of Work , 5.8 Copies of employees Certifications and Licenses issued to employees for TTCD services.				

COMPANY NAME: N-LINE Traffic Maintenance

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: TODD ENGLAND

EMAIL ADDRESS: todd@n-linetraffic.com

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME Margie Ortiz **PHONE:** 512-836-0808 ext 119

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.

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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	N-LINE Traffic Maintenance L.P.	
Physical Address	11101 Decker Lake Road Austin, TX 78724	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	(No)
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name N-LINE Traffic Maintenance L.P.

1. Company's Name City of Austin - Transportation Department
Name and Title of Contact Jason Redfern, Infrastructure Operations Division Manager
Present Address 3701 Lake Austin Boulevard
City, State, Zip Code Austin, TX 78703
Telephone Number (512) 974-7265 Fax Number (512) 974-5617
Email Address jason.redfern@austintexas.gov

2. Company's Name Texas Department of Transportation - Austin District
Name and Title of Contact Clint Dube, Maintenance Section Supervisor
Present Address 1001 East Parmer Lane, Suite B
City, State, Zip Code Austin, TX 78753
Telephone Number (512) 832-6676 Fax Number (512) 997-2280
Email Address clint.dube@txdot.gov

3. Company's Name Texas Department of Transportation - San Antonio District
Name and Title of Contact Dale Picha, Transguide IT Manager
Present Address 3500 NW Loop 410
City, State, Zip Code San Antonio, TX 78229
Telephone Number (210) 731-5247 Fax Number (210) 731-5310
Email Address dale.picha@txdot.gov

4. Company's Name Texas A & M University - Transportation Services
Name and Title of Contact Doug Williams, Associate Director
Present Address 702 University Drive East, Building E
City, State, Zip Code College Station, TX 77840-1805
Telephone Number (979) 845-9700 Fax Number (979) 847-8685
Email Address dg-williams@tamu.edu

5. Company's Name Fugro Consultants
Name and Title of Contact Robin Belt, Field Operations Supervisor
Present Address 8613 Cross Park Drive
City, State, Zip Code Austin, TX 78754
Telephone Number (512) 977-1800 Fax Number (512) 973-9966
Email Address rbelt@fugro.com

**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,

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 0815: Living Wages Contractor Certification

Company Name N-LINE Traffic Maintenance L.P.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than ~~\$11.39~~ per hour.

\$13.03 + See Addendum No. 1

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than ~~\$11.39~~ per hour.

\$13.03

Employee Name	Employee Job Title
Victor Pena	Operations Manager
Justin Leach	Asst. Operations Manager
Jesse Davila	Traffic Supervisor
Mike Elias	Traffic Leader
Tavares Washington	Traffic Leader
Carlos Reyes	Traffic Technician

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than ~~\$11.39~~ per hour
\$13.03
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name N-LINE Traffic Maintenance L.P.

- 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 id 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: N/A Which State: N/A

- 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: N/A

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: ISR0011

PROJECT NAME: Rental of Temporary Traffic Control Devices

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

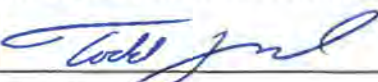
After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, 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.

N-LINE Traffic Maintenance L.P.

Company Name Todd England, Secretary of N-LINE
Management, L.L.C., General Partner of
N-LINE Traffic Maintenance, L.P.

Name and Title of Authorized Representative (Print or Type)



Signature

10/22/15
Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: ISR0011

PROJECT NAME: Rental of Temporary Traffic Control Devices

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	N-LINE Traffic Maintenance L.P.		
Address	11101 Decker Lake Road		
City, State Zip	Austin, TX 78724		
Phone Number	(512) 836-0808	Fax Number	(512) 836-2575
Name of Contact Person	Todd England		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" 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.

Todd England, Secretary of N-LINE
Management, L.L.C., General Partner of

Name and Title of Authorized Representative (Print or Type)

Signature

Date

10/22/15

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

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

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / 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 _____



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Request for Bid (IFB): **ISR0011** ADDENDUM NO. **1** DATE OF ADDENDUM: **October 9, 2015**

This addendum is to incorporate changes to the above referenced solicitation:

1. 0400 Supplemental Purchase Provision section 7 Invoices and Payment Add:

Austin Convention Center Department
Attention: Accounts Payable
500 East Cesar Chavez
Austin, Texas 78701

2. 0400 Supplemental Purchase Provisions section 38 Contract Manager Add:

Austin Convention Center Department
Hays Thompson
Parking Services Program Manager
512-404-4262
Hays.thompson@austintexas.gov

3. 0400 Supplemental Purchase Provisions section 9 Living Wages section A, Form 0815 Living Wages Contractor Certification, and Form 0820 living wage, Employee Certification:

Change from: The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service

Change TO: The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service

4. 0500 Specification section 10.8

Change from: Nick Thompson, Parking Services Supervisor 512-404-4178
Bob Sargent, Parking Logistics/Event Coordinator 512-404-4118
Al Eells, Security Division Manager 512-404-4125
500 East Cesar Chavez, Austin, Texas 78701

TO: Hays Thompson, Parking Services Program Manager 512-404-4262
Bob Sargent, Parking Logistics/Event Coordinator 512-404-4118
Al Eells, Security Division Manager 512-404-4125
500 East Cesar Chavez, Austin, Texas 78701

5. Pre-bid questions:

- (Q1)** Specification 0500 Section 4.3 "Mobilization one (1) truck (1-Ton Truck) load with a 16 – 20 ft. trailer as required) Can multiple trucks or trailers dependent on size of truck and trailer, be used to provide requirements?
- (A1)** **Contractor may use multiple trucks or truck and trailer to meet the requested requirements however only one mobilization fee may be charged per event.**
- (Q2)** Local business presence and how it pertains to specification section 5.1.
- (A2)** **Local business presence for the 0605 requires the entity to have corporate headquarters in Austin, Texas however in order to meet the requirements under section 5.1 of the specification the contractor is required to have a service facility which is located within Travis County within 5 miles of Austin City Limit and that houses the temporary traffic control devices:**
- (Q3)** Section 0900 MBE/WBE Procurement Program Goals Form how does this form work with regards to this solicitation?
- (A3)** **Although there were no M/WBE goals identified for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified, as stated in the second paragraph of form 0900 in the solicitation packet.**
- (Q4)** Can copies of past TCP's for the special events listed under section four of the bid sheet be provided?
- (A4)** **Enclosed are copies of the Halloween, Mardi Gras, Texas Relays, SXSW Film Festival, Rainey Street and West Riverside closure as well as E.5th and Congress TCP, from recent events. Please note these are only copies of these recent special events and these TCP's are re-created annually. Additional note SXSW has multiple TCP's for multiple nights and included in these are only a small representation of SXSW closures.**

6. Additional Questions:

- (Q1)** How soon after October 14, 2015 will the COA announce who the contract has been awarded to?
- (A1)** **Contract is anticipated to be awarded within 120 calendar days after solicitation close.**
- (Q2)** When will the contract go in affect for the winner?
- (A2)** **Contract will go into effect within 30 days after award.**
- (Q3)** Bid Sheet 13 of 15 – Last question states: The City may wish to rent additional items from the successful bidder in the future that are not listed on this bid sheet, please indicate the discount or mark up from manufacture suggested price for these item. *Can we get an explanation of what exactly you are asking from us or give an example?
- (A3)** **Anything or any item that may normally be used in traffic control, however that is not identified in the bid sheet may be rented at the discount rate listed under the discount or markup section of the bid sheet.**
- (Q4)** Bid Sheet 5 of 15 Item 5.50 Steel barriers – Is this in reference to traffic or is this "bike railing" for crowd control?
- (A4)** **Steel barriers is for traffic control, however if the City determines they need steel barrier bike railing for crowd control then the City reserves the right to rent under the section in bid sheet stating "The City may wish to rent additional items etc...."**
- (Q5)** Bid Sheet 15 of 15 last item on sheet states: Bidder shall submit sample invoice, what needs to be on the sample invoice?

- (A5) **The sample invoice needs to be a representation of your company invoice in addition it shall have all the items requested in the 0400 Supplemental Purchase Provisions, section 7 Invoices and Payment.**
- (Q6) Section 0815 Living wages contractor certification - It is asking us to list the names of employees and job titles, do we need to include office personal and management or just field workers?
- (A6) **As stated in 0400 Supplemental Purchase Provisions section 9.A any contractor employee directly assigned to this City contract is required a minimum wage of \$13.03 per hour.**
- (Q7) Section 0900 No goals form- If we choose no we will not subcontract out any portions of the contract, are we still able have the option to subcontract out a section if needed later?
- (A7) **If you choose not to subcontract at this time, you still have the option to subcontract at a later time; however you will need to contact SMBR as stated in the 0900 for further instructions. It is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan at any time you determine to subcontract.**
- (Q8) Does the no goal form take the place of the "Compliance Plan"?
- (A8) **The no goal form takes the place of the compliance plan. However as stated above if at a later time you determine the need to subcontract you will need to contact SMBR as stated in the 0900 for further instructions. It is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan at any time you determine to subcontract.**
- (Q9) If the no goals form does not take the place of the "Compliance Plan", is City Code Chapter 2-9A Construction Services MBE/WBE Procurement Program pages 1-22 need to be filled out and turned in as the Compliance plan?
- (A9) **This solicitation does not have a compliance plan.**
- (Q10) Page two indicates that the Bid Sheet has 16 pages. Bidder only counted 14. Can City please clarify?
- (A10) **Original bid sheet was 16 pages.**
- (Q11) Bid Sheet Line Items 1.1 – 3.2 – If Bidder delivers 50 cones on day 1 and picks them up on day 14, bidder would then invoice: singular mobilization fee (emergency, priority or scheduled), which covers the pick-up and delivery; 2 weekly charges for 50 cones; Can City please confirm this understanding is correct? Also, can City confirm these basic mobilization charges don't apply to special events?
- (A11) **Bidder would invoice one mobilization fee, which includes set-up and pick-up, and charge for the 50 cones at the rate they were used for; daily, weekly or monthly fee. Please note when the City requests a proposal for an event (outside of emergency) they review the proposal for price compliance with regards to items requested and the length of time the TTCD's are needed for a TCP. The bid sheet line items 4.1 – 4.5 require one price which include the mobilization charge and all other items required for the special event for the nights required per event.**
- (Q12) Line items 3.1 and 3.2 - Can City explain the difference between mobilization charges 3.1/3.2 and 5.1?
- (A12) **Scheduled Mobilization listed in section 3.1/3.2 is for scheduled mobilizations which can be for one day, one week. Section 5.1 is a scheduled mobilization fee for a TTCD's that will be for a month.**
- (Q13) Line items 5.9 – 5.12 - Can City elaborate as to what signs bid line items 5.9 – 5.12 may be required? Would these be standard legend signs such as Road Work Ahead, Right Lane Closed and End Road Work?

- (A13) **Signs required are industry standard road work vinyl roll up signs.**
- (Q14) Line item 5.49 - Bidder assumes this line item represents a monthly rental of a truck mounted attenuator along with a driver? Can City confirm this understanding is correct? If correct, should bidder account for a certain amount of hours per day for the driver to operate the truck mounted attenuator?
- (A14) **Rental of the truck mounted attenuator and driver is a per event rental. The rental will be for attenuator truck and driver for up to eight hours a day.**
- (Q15) Line item 5.52 – Can City explain the difference between mobilization charges 3.1/3.2 and 5.2?
- (A15) **Scheduled Mobilization listed in section 3.1/3.2 is for scheduled mobilizations which can be for one day, one week. Section 5.2 is a priority mobilization fee for a TTCD's that will be for a week.**
- (Q16) Line item 5.101, and 5.155 – Can City confirm number of hours worked per day? Is there an applicable minimum charge? Would flagger be expected to have a work vehicle and basic traffic control devices, such as signs, cones and two way radios?
- (A16) **Flaggers shall be as requested for amount of hours requested unit price shall be hourly with no minimum charge. Flaggers if requested on a TCP will only be used for their intended purpose.**
- (Q17) Line item 5.104 – Can City explain the difference between mobilization 3.1/3.2 and 5.104?
- (A17) **Line item 5.104 is for daily rates; emergency mobilization listed under 1 – 1.2 is for specific times, the fee may be the same.**
- (Q18) Line item 5.106 – In terms of invoicing, can City explain the difference between line items 5.106, 5.156 and 6.02?
- (A18) **Line item 5.106 is for an emergency mobilization daily rate for Type III barricades, item 5.156 is for special event mobilization daily rate and 6.02 is for daily rate if the City just needs to rent the barricades for any event. These may all have the same rate or may not dependent on bidder response. The invoice for the same would be per the proposal and what event the City used them for.**
- (Q19) Line item 6.18 – Can City further explain this line item? Does this cover any amount of hours per day? Does this include a driver?
- (A19) **Line item 6.18 is in the event the contractor shows up to set up a TCP and the City is not ready the contractor would have to wait to set up and instead of sending them back to the shop and returning when the City is ready they are at the location on standby to set up the TCP. This is an hourly fee for standby purpose solely. There is no minimum amount of hours and this cost should include the driver.**
- (Q20) Section 6.4 specification – Bidder operates on an electronic time ticket system. All tickets are validated and signed off on by client field personnel. Said tickets are then generally available to clients within 1-2 business days via a designated client on-line portal. Would this be an acceptable method to collect field time?
- (A20) **Per section 6.4 specification contractor shall have a copy of signed off work order provided at set up and pick up, if contractor due to the City representative not being present then they will e-mail the copy to the City requester.**

- (Q21) Section 8.2 – In an effort to clarify the bid items, can City please confirm there will be no hourly charges for labor/traffic control services under this agreement (i.e. labor would be covered under special events or mobilization)?
- (A21) The mobilization fees shall include all labor, with the exception of flagger, Police Officer and standby hourly rate per truck.

7. **Extend Bid Closing date and time and Public Bid Opening date and time.**

From: October 14, 2015 at 2:00 p.m. Public Bid Opening at 2:15 p.m.

To: October 28, 2015 at 2:00 p.m. Public Bid Opening at 2:15 p.m.

8. **Revised Bid Sheet**

9. **The Pre-Bid sign in log is attached.**

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:



Irene Sanchez-Rocha,
Senior Buyer
Purchasing Office, 512-972-0048

ACKNOWLEDGED BY:

N-LINE TRAFFIC MAINTENANCE
SUPPLIER


AUTHORIZED SIGNATURE

10/22/15
DATE

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

NOTES:

1. THIS TRAFFIC CONTROL PLAN MAY BE USED ON AND OR OCTOBER 31, 2014 AT THE DIRECTION OF AUSTIN POLICE DEPARTMENT AND THE AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT.
2. ALL DEVICE SPACING SHALL BE IN ACCORDANCE WITH 8045-1.9 OF 9 UNLESS OTHERWISE NOTED.
3. ALL PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) SHALL HAVE A 1.2 SECOND CYCLE TIMING FOR ALL MESSAGES.
4. ALL SIGNS SHALL BE AT STANDARD 7' HEIGHT.
5. ALL BARRICADES AND SIGNS SHALL HAVE SANDBAGS AS BALLAST.

HALLOWEEN 6th STREET CLOSURE TCP DEVICES		
ITEM	QTY.	DESCRIPTION
APD	18	APD Officer Location
CONE	96	42-Inch Traffic Cone / 42-Inch Delineator
DRUM	23	Traffic Barrel or Traffic Drum
SIGN POST	105	SIGN POST Location
BARRICADE-I	140	"TYPE I BARRICADE"
BARRICADE-III	90	"TYPE III BARRICADE"
ARROW PANEL	3	"FLASHING ARROW PANEL"
CW20-2D	13	"DETOUR AHEAD" Sign
CW20-3D	8	"ROAD CLOSED AHEAD" Sign
CW20-3B	1	"BIKE LANE CLOSED" Sign
CW20-5BD	1	"BIKE LANE CLOSED AHEAD" Sign
CW20-5DL	2	"LEFT LANE CLOSED AHEAD" Sign
CW20-5DR	6	"RIGHT LANE CLOSED AHEAD" Sign
M4-10L	13	"DETOUR LEFT ARROW" Sign
M4-10R	10	"DETOUR RIGHT ARROW" Sign
M4-9L	4	"DETOUR ROUTE LEFT" Sign
M4-9R	2	"DETOUR ROUTE RIGHT" Sign
M4-9S	3	"DETOUR ROUTE STRAIGHT" Sign
PCMS	1	"PCMS" Portable Changeable Message Sign, See Plans for Messages
R3-1	1	"NO RIGHT TURN, CIRCLE WITH BAR" Sign
R3-2	1	"NO LEFT TURN, CIRCLE WITH BAR" Sign
R3-5L	2	"LEFT TURN ONLY" Sign
R7-1D	2	"NO PARKING DOUBLE ARROW" Sign
R11-2	25	"ROAD CLOSED" Sign
R11-2R	2	"RAMP CLOSED" Sign
SPECIAL-EVENT-AHEAD	15	"SPECIAL EVENTS AHEAD" Sign
TOTAL	345	Does Not Include APD, Cone, Drum or Sign Post Counts

Typical Transition Lengths and Suggested Maximum Spacing of Devices								
Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	
50	30	$L = \frac{WS^2}{60}$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

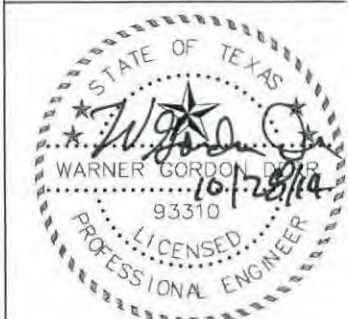
Disclaimer:

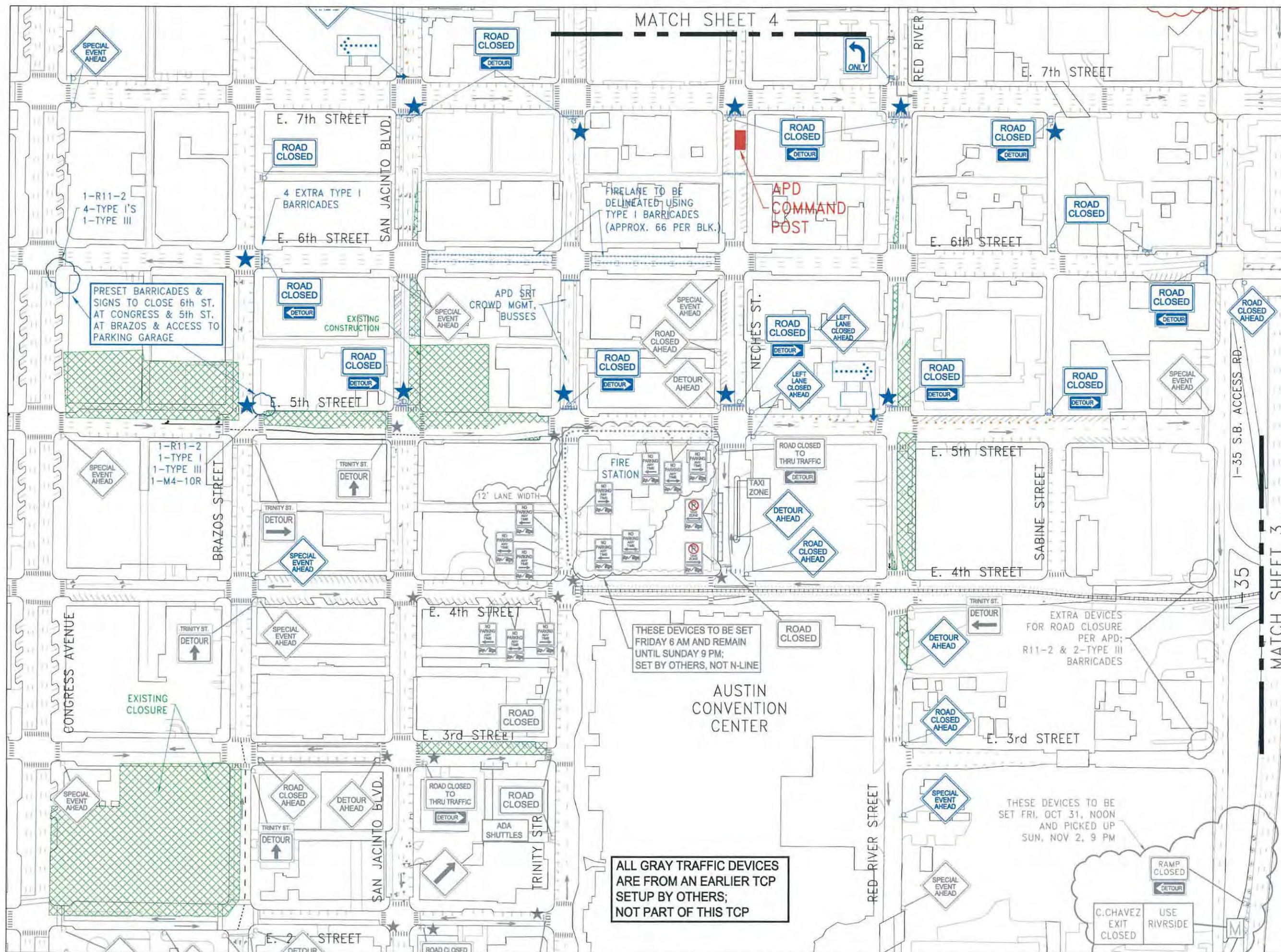
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Austin Transportation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

TRAFFIC CONTROL PLAN
HALLOWEEN 2014
6th STREET AREA CLOSURES
GENERAL NOTES
 CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

-  ARROWBOARD
-  SIGN
-  42-INCH CONE
-  TRAFFIC DRUM OR TRAFFIC BAR
-  TYPE I BARRICADE
-  TYPE III BARRICADE
-  APD OFFICER
-  MESSAGE BOARD
-  TRAFFIC FLOW





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN

HALLOWEEN 2014

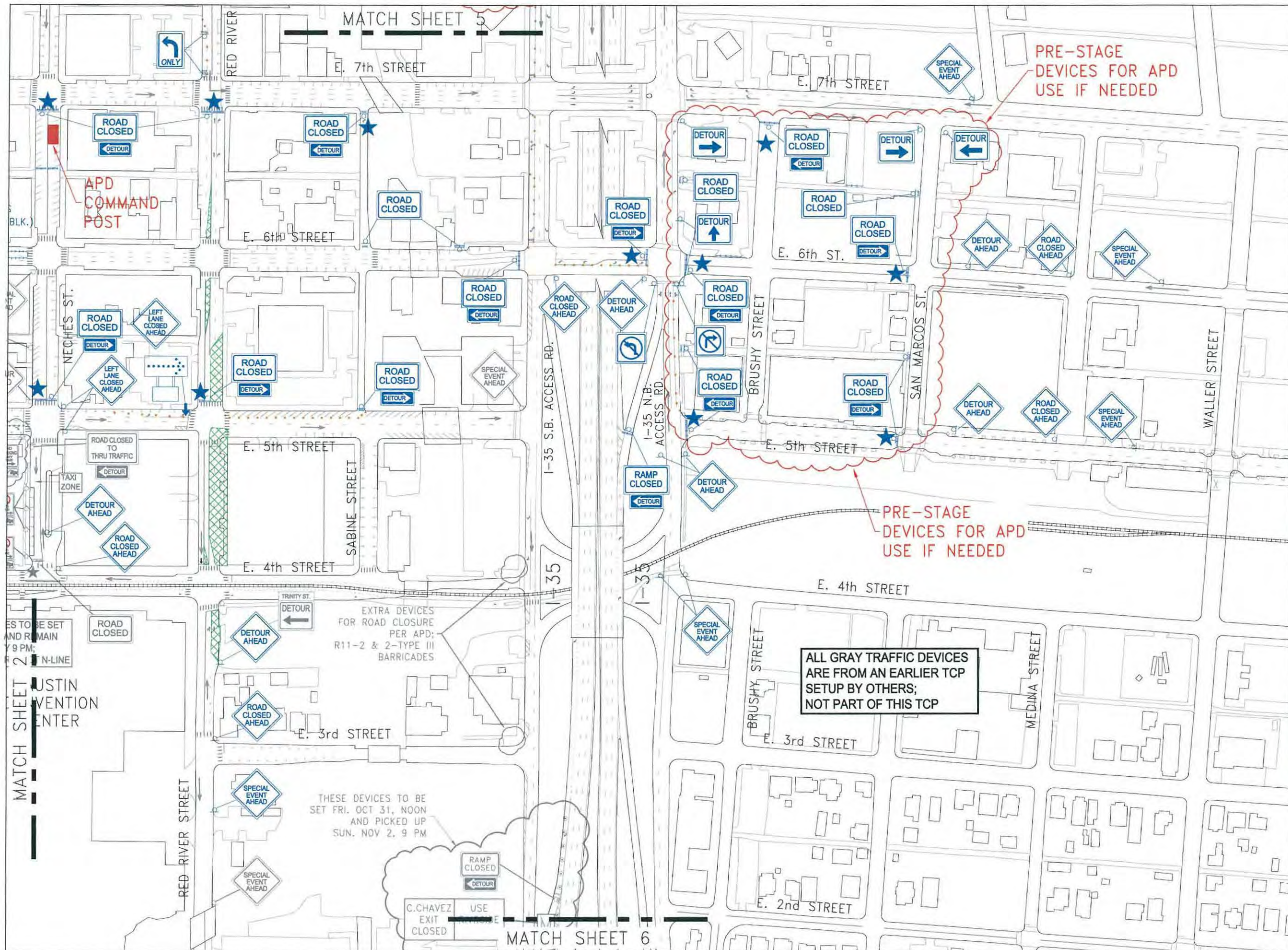
6th STREET AREA CLOSURES

6th ST. CONGRESS TO I-35

CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM OR TRAFFIC BARI
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
 HALLOWEEN 2014
 6th STREET AREA CLOSURES
 6th ST. EAST OF I-35
 CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM OR TRAFFIC BARS
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE



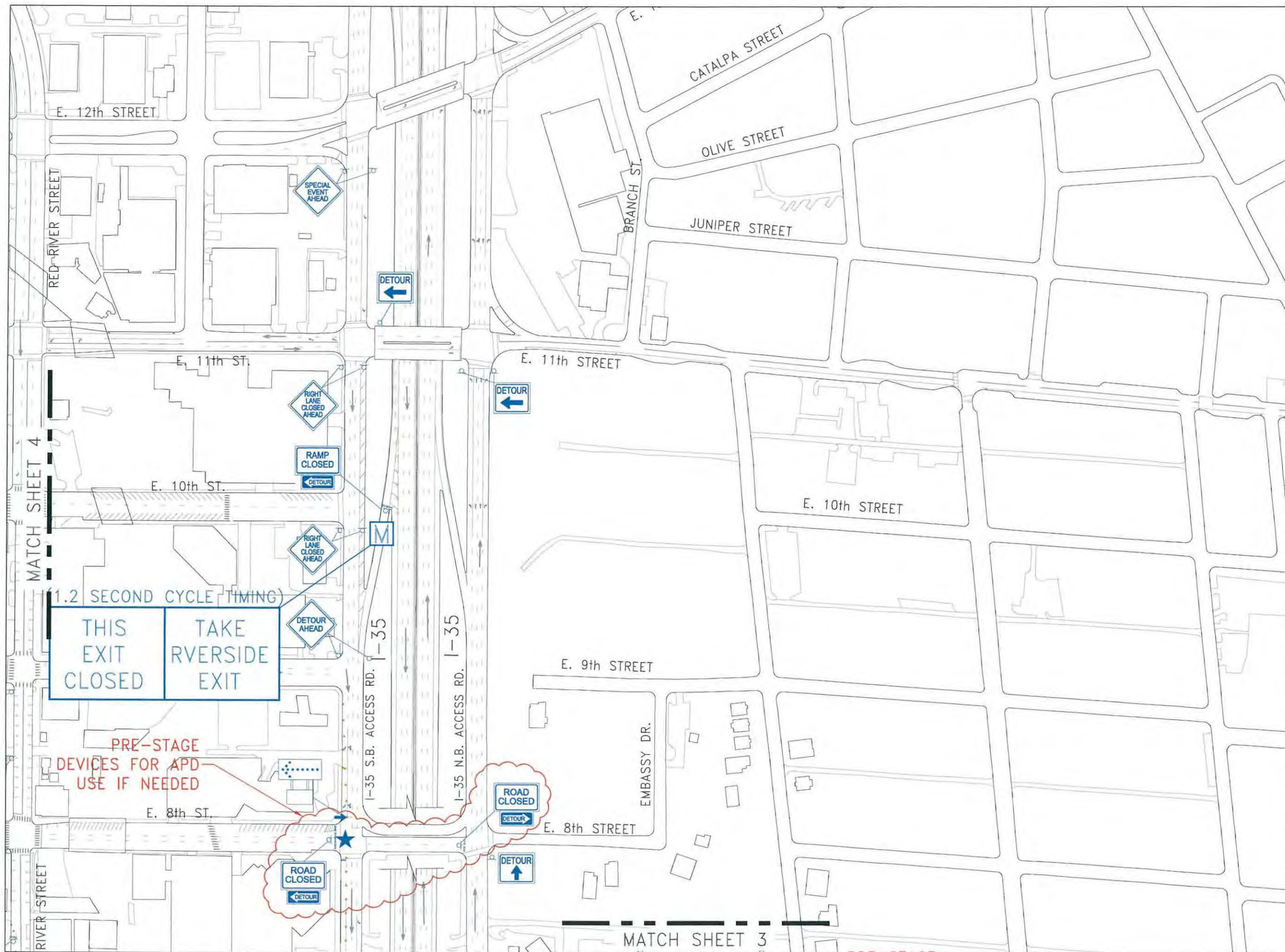


SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
HALLOWEEN 2014
6th STREET AREA CLOSURES
 8th ST. CONGRESS TO I-35
 CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM OR TRAFFIC BAR
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE



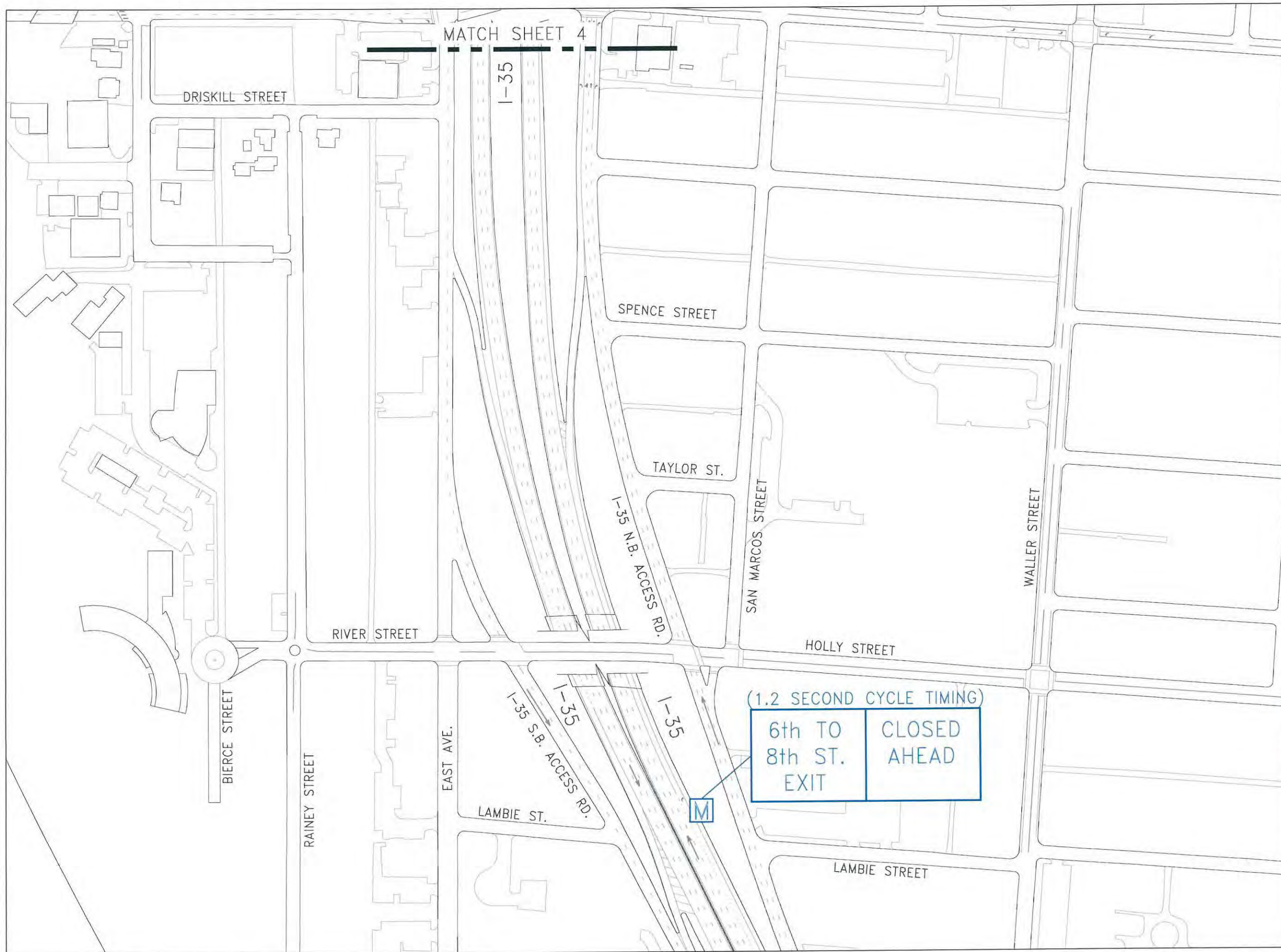


SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
HALLOWEEN 2014
6th STREET AREA CLOSURES
8th ST. EAST OF I-35
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM OR TRAFFIC BAR
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
HALLOWEEN 2014
6th STREET AREA CLOSURES
I-35 NORTH BOUND CLOSURE
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM OR TRAFFIC BAR
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE



- NOTES:
- 1. THIS TRAFFIC CONTROL PLAN MAY BE USED ON MULTIPLE DAYS AT THE DIRECTION OF RIGHT OF WAY MANAGEMENT, AND A.P.D. AS LONG AS TRAFFIC CONTROL MEETS CURRENT CONDITIONS AND STANDARDS.
 - 2. ALL DEVICE SPACING SHALL BE IN ACCORDANCE WITH 804S-1, 9 OF 9 UNLESS OTHERWISE NOTED.
 - 3. ALL PCMS (PORTABLE CHANGEABLE MESSAGE SIGNS) OR MESSAGE BOARDS SHALL HAVE A 1.2 SECOND TIMING CYCLE.
 - 4. ALL SIGNS SHALL BE AT THE STANDARD 7' HEIGHT.
 - 5. ALL SIGNS & BARRICADES SHALL HAVE SANDBAGS AS BALLAST.

Table 804S-1, 9 of 9 Typical Transition Lengths and Suggested Maximum Spacing of Devices								
			Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing		Suggested Sign Spacing Meters (Feet)
Speed KMPH	Posted Speed MPH	Formula	3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)	"X" Dimension
50	30	L=WS ² 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)	40 (120)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)	50 (160)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)	75 (240)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)	100 (320)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)	120 (400)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)	150 (500)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)	180 (600)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)	240 (800)

Disclaimer:

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This product has been produced by the Austin Transportation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

MARDI GRAS 2015 TTC DEVICE COUNT		
ITEM	QTY.	DESCRIPTION
APD	13	AUSTIN POLICE OFFICE, MINIMUM
CONE	173	28 INCH TRAFFIC CONE
DRUM	32	TRAFFIC DRUM OR BARREL
SIGN	103	SIGN POST LOCATION
BARRICADE-I	11	TYPE I BARRICADE
BARRICADE-III	96	TYPE III BARRICADE
CW20-2D	14	DETOUR AHEAD SIGN
CW20-3D	11	ROAD CLOSED SIGN
CW20-5DL	3	LEFT LANE CLOSED AHEAD
CW20-5DR	9	RIGHT LANE CLOSED AHEAD
FAB	3	FLASHING ARROW BOARD
M4-10L	15	DETOUR LEFT ARROW SIGN
M4-10R	9	DETOUR RIGHT ARROW SIGN
M4-9L	3	DETOUR ROUTE LEFT SIGN
M4-9R	2	DETOUR ROUTE RIGHT SIGN
M4-9S	2	DETOUR ROUTE STRAIGHT SIGN
MB	2	MESSAGE BOARD, PCMS (Portable Changeable Message Sign)
R11-2	28	ROAD CLOSED SIGN
R11-2R	2	RAMP CLOSED SIGN
R11-3	1	ROAD CLOSED LOCAL TRAFFIC ONLY
R3-1	1	NO RIGHT TURN TURN CCIRCLE WITH SLASH
R7-1D	1	NO PARKING DOUBLE ARROW SIGN
R7-1L	1	NO PARKING LEFT ARROW SIGN
R7-1R	1	NO PARKING RIGHT ARROW SIGN
R7-201a	3	TOW AWAY PLACARD FOR NO PARKING SIGNS
SPECIAL-EVENT-AHEAD	19	SPECIAL EVENT AHEAD SIGN
TOTAL	237	DOES NOT INCLUDE APD, CONE, DRUM OR SIGN POST COUNT

TRAFFIC CONTROL PLAN
MARDI GRAS 2015
6th STREET AREA CLOSURES
GENERAL NOTES
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Feb. 09, 2015

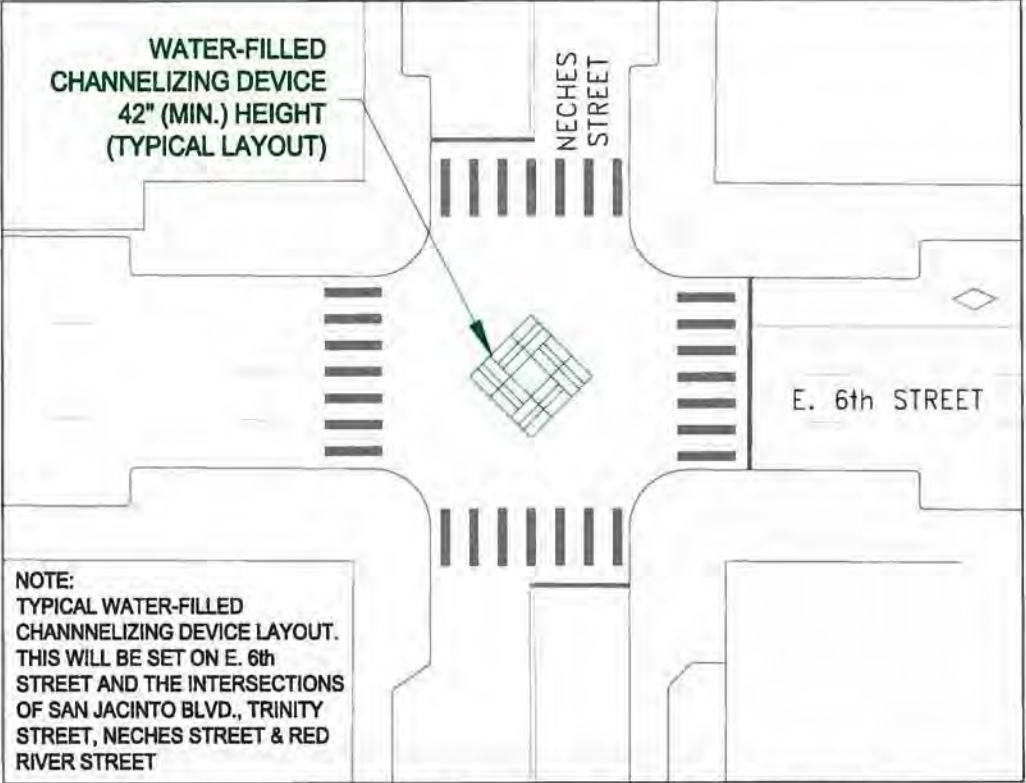
- ARROWBOARD
- SIGN POST
- 28-INCH CONE
- DRUM, EDGE LINE DELINEATOR
- 42-INCH CONE
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW



NOTES:

1. THIS TRAFFIC CONTROL PLAN MAY BE USED ON THE DATES ON WHICH IT IS PERMITTED.
2. SETUP TIMES OF ALL TRAFFIC CONTROL SHALL BE DETERMINED BY THE TIMES ON THE PERMIT AND THE AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION.
3. ALL DEVICE SPACING SHALL BE IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 8045-1, 9 OF 9 UNLESS OTHERWISE NOTED.
4. THIS TRAFFIC CONTROL PLAN IS FOR A FESTIVAL VENUE TO BE PERMITTED BY THE CITY OF AUSTIN.
5. THIS EVENT SHALL NOT START UNTIL AUSTIN POLICE DEPARTMENT AND AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION ARE IN AGREEMENT THAT ALL THE DEVICES AND OFFICERS/FLAGGERS ARE IN POSITION.
6. ALL PCMS, PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE ON A 1.2 SECOND CYCLE TIME.
7. ALL SIGNS SHALL BE PLACED AT THE STANDARD 7' HEIGHT.
8. ALL SIGNS AND BARRICADES MUST HAVE SANDBAGS AS BALLAST.

TTC DEVICE COUNT FOR 2015 TEXAS RELAYS APD SAFETY CLOSURE		
ITEM	QTY.	DESCRIPTION
APD	15	AUSTIN POLICE DEPARTMENT OFFICER
CONE-42	174	"42 INCH TRAFFIC" Cone
DRUM	44	"TRAFFIC DRUM"
SIGN	100	"SIGN POST" Location
BARRICADE-I	17	"TYPE I BARRICADE"
BARRICADE-III	104	"TYPE III BARRICADE"
CHANNELIZIER	30	"WATER FILLED CHANNELIZER" based on 6 foot length; See Sheet 2
CW1-6a	1	"SLANT ARROW" Sign
CW20-2D	11	"DETOUR AHEAD" Sign
CW20-3D	11	"ROAD CLOSED AHEAD" Sign
CW20-3RD	1	"RAMP CLOSED AHEAD" Sign
CW20-5DL	2	"LEFT LANE CLOSED AHEAD" Sign
CW20-5DR	6	"RIGHT LANE CLOSED AHEAD" Sign
FAB	7	"FLASHING ARROW BOARD"
M4-10L	12	"DETOUR ARROW LEFT" Sign
M4-10R	10	"DETOUR ARROW RIGHT" Sign
M4-9L	2	"DETOUR ROUTE LEFT" Sign
M4-9S	1	"DETOUR ROUTE STRAIGHT" Sign
M4-9R	2	"DETOUR ROUTE RIGHT" Sign
MB	3	"MESSAGE BOARD" or "PCMS" See plans for messages
R3-5R	1	"RIGHT LANE TURN ONLY ARROW" SIGN
R3-7R	2	"RIGHT LANE MUST TURN RIGHT" Sign
R7-1D	2	"NO PARKING DOUBLE ARROW" Sign
R7-1L	1	"NO PARKING LEFT ARROW" Sign
R7-1R	1	"NO PARKING RIGHT ARROW" Sign
R7-201a	4	"TOW AWAY" PLACARD
R11-2	27	"ROAD CLOSED" Sign
R11-2R	1	"RAMP CLOSED" Sign
R11-3	2	"ROAD CLOSED LOCAL TRAFFIC ONLY" Sign
SPECIAL-EVENT-AHEAD	17	"SPECIAL EVENT AHEAD" Sign
TOTAL	278	Does Not Include APD, Cone, Drum or Sign Post count



WATER-FILLED CHANNELIZING DEVICE DETAIL
SCALE: 1" = 40'

Disclaimer:

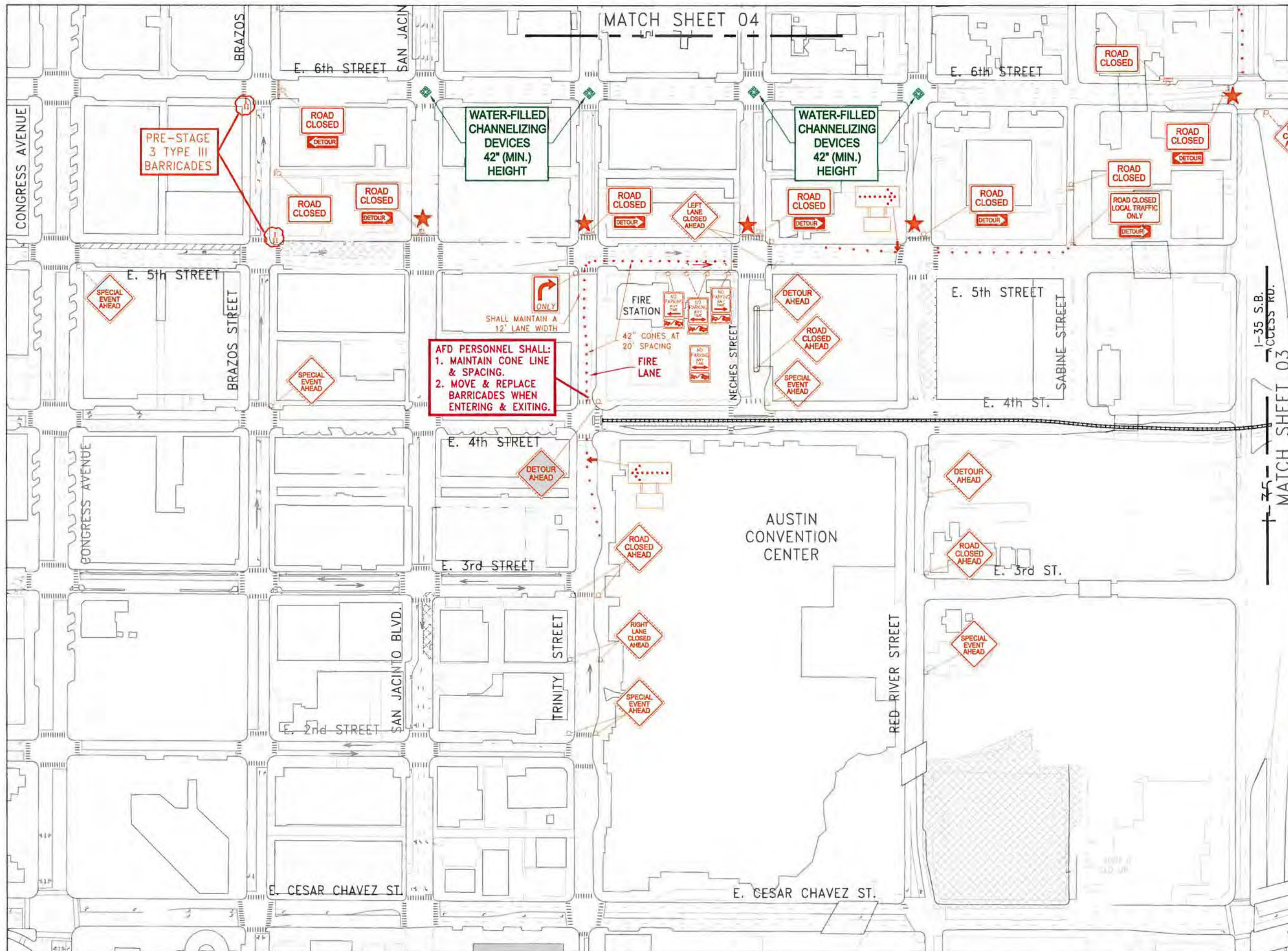
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TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
6th STREET AREA CLOSURES
GENERAL NOTES
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
6th STREET AREA CLOSURES
 6th ST. CONGRESS TO I-35
 CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

DATE: Mar. 25, 2015

DESIGNED BY: D. HUNTER

- ARROWBOARD
- SIGN
- 42-INCH CONE
- DRUM, EDGE LINE DELINEATOR, 42-INCH CONE
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN

TEXAS RELAYS 2015
6th STREET AREA CLOSURES
6th ST. AT I-35

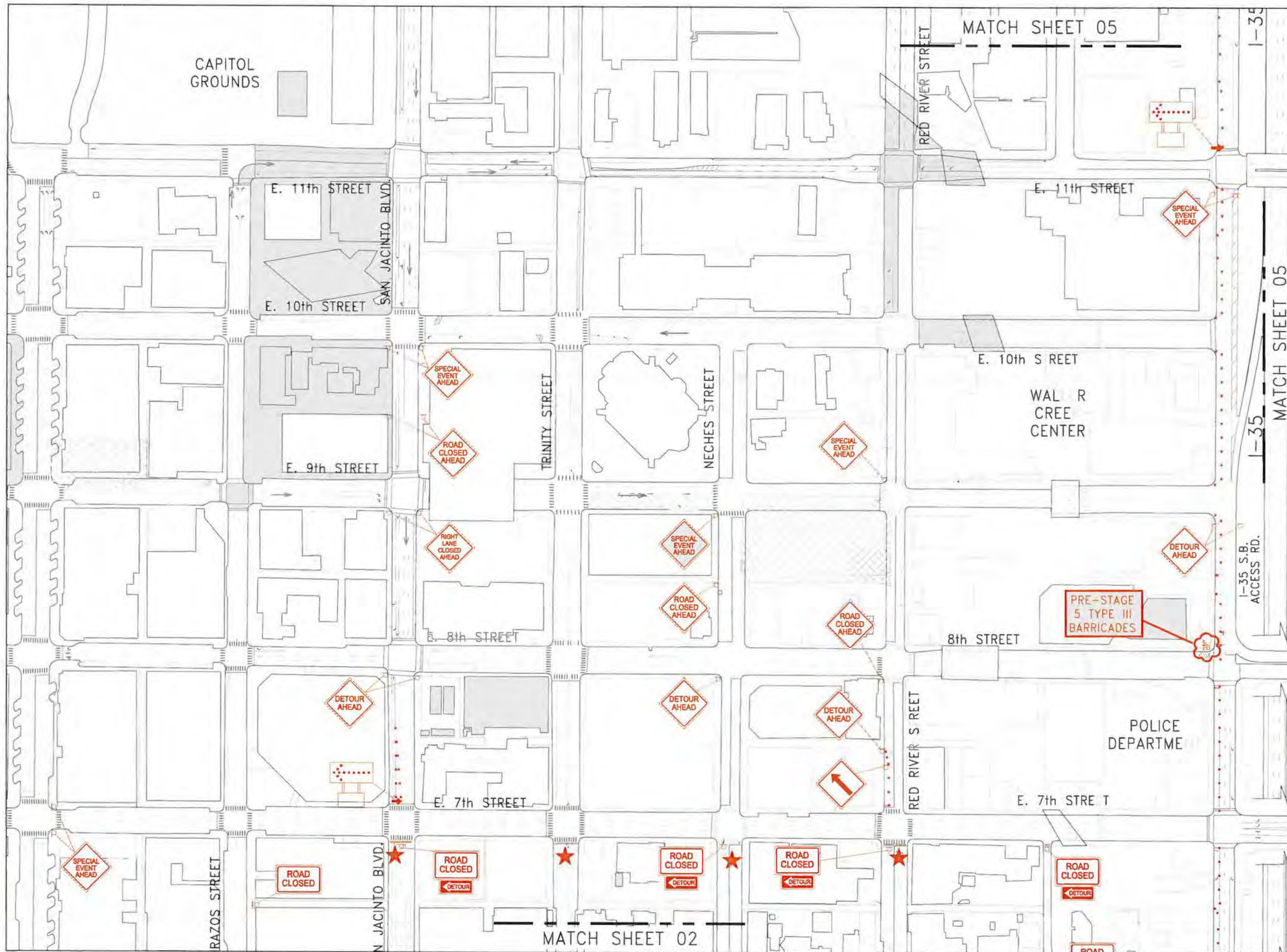
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER

DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW



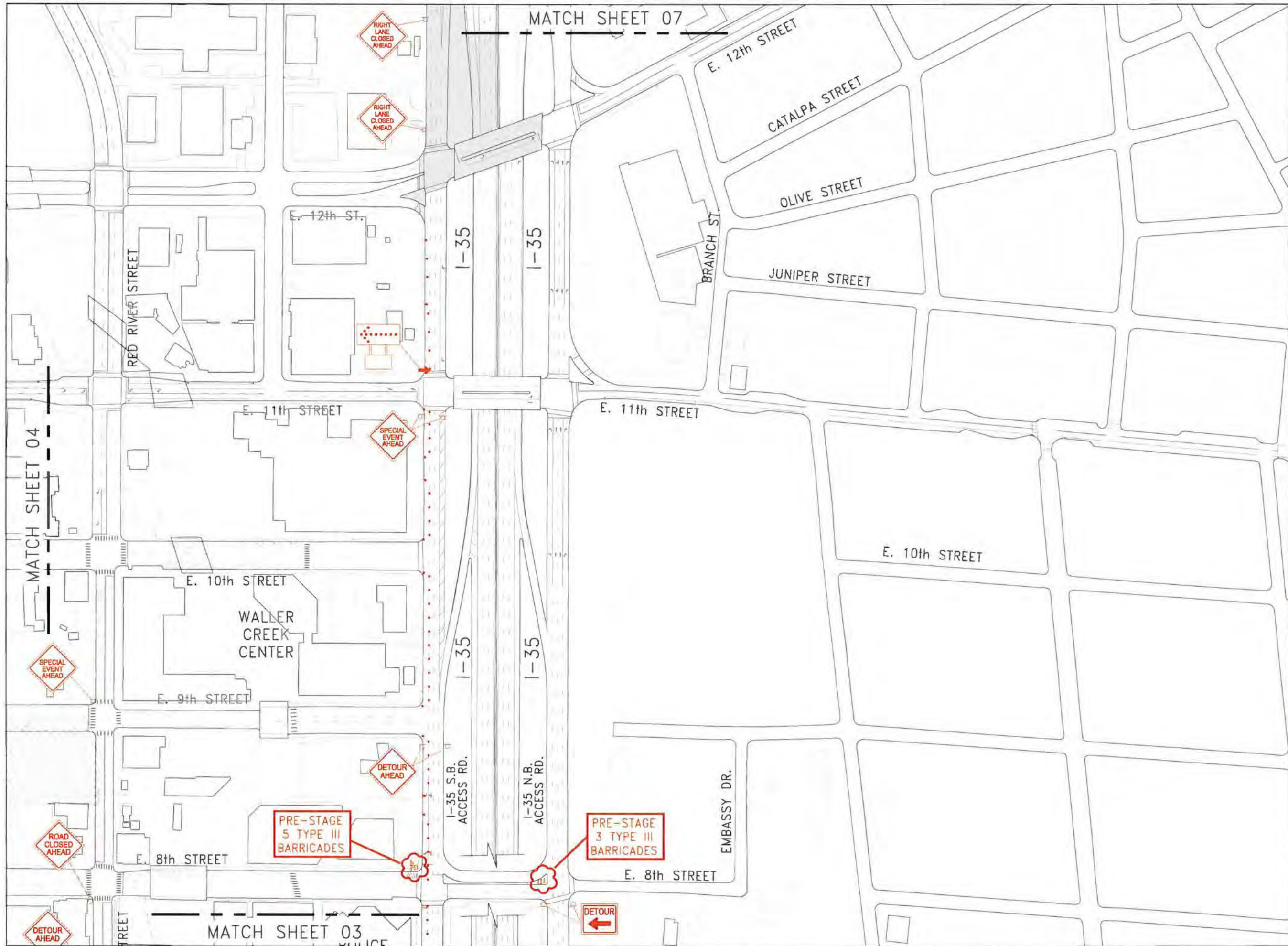


SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
6th STREET AREA CLOSURES
8th ST. CONGRESS TO I-35
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
6th STREET AREA CLOSURES
8th ST. AT I-35

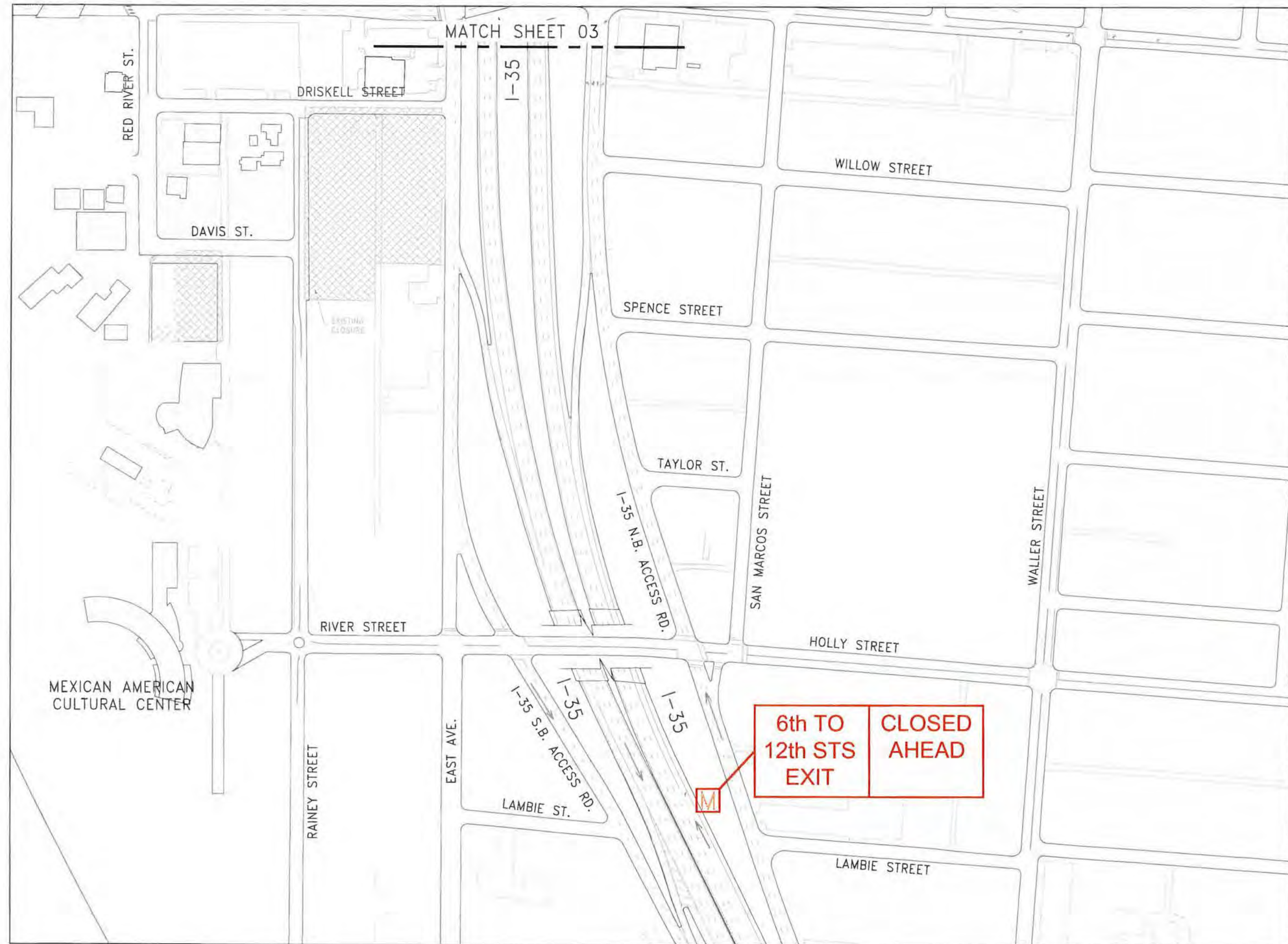
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER

DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW





SCALE: 1" = 200'

TRAFFIC CONTROL PLAN

TEXAS RELAYS 2015

6th STREET AREA CLOSURES

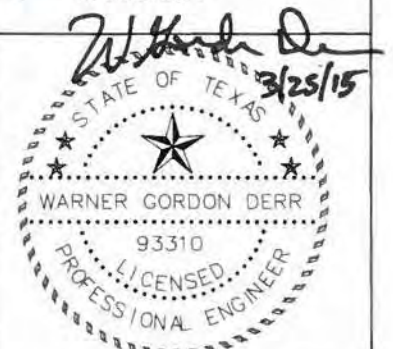
I-35 NORTH BOUND MB

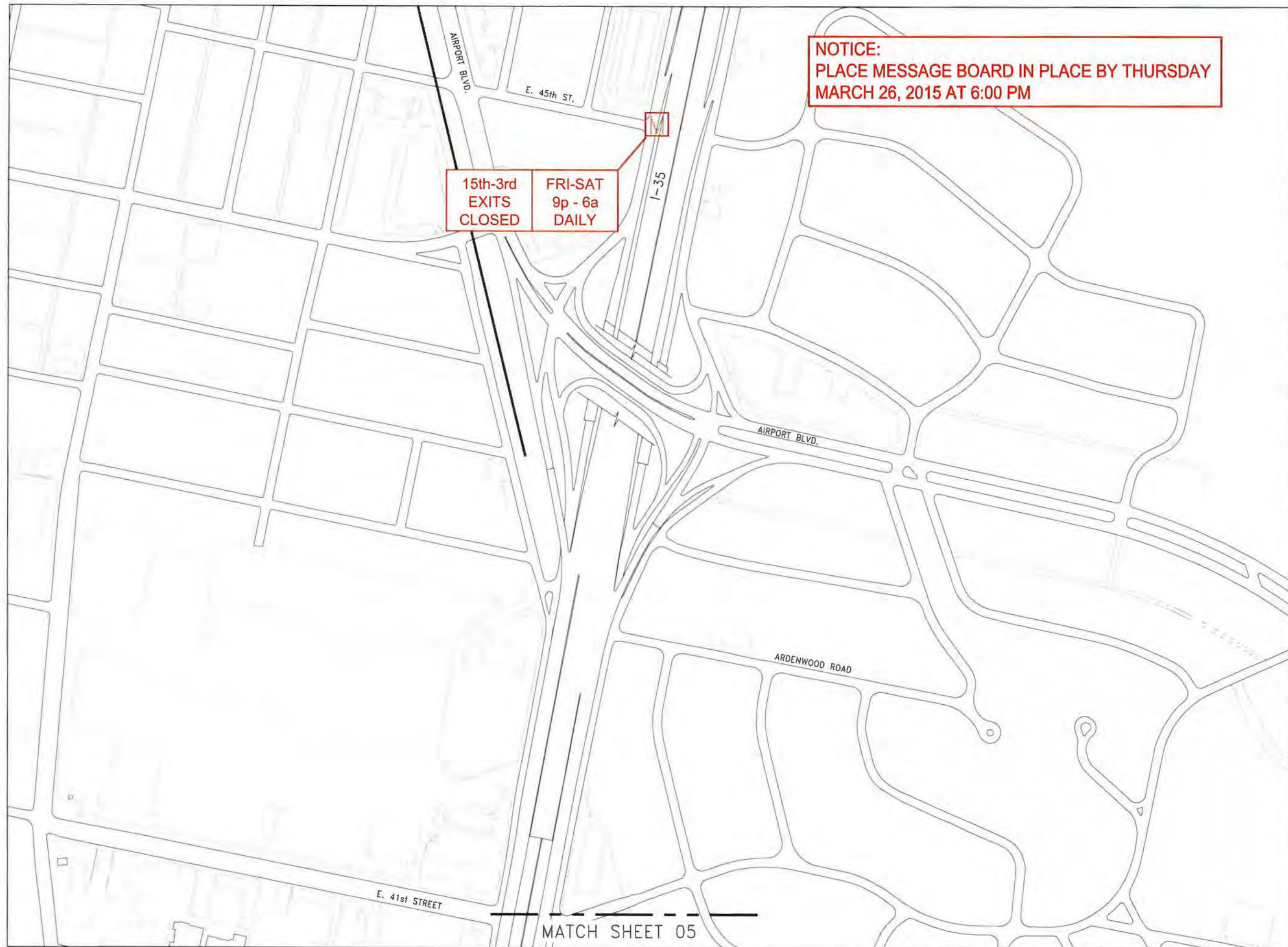
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER

DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
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- APD OFFICER
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- EXISTING CLOSURE
- TRAFFIC FLOW



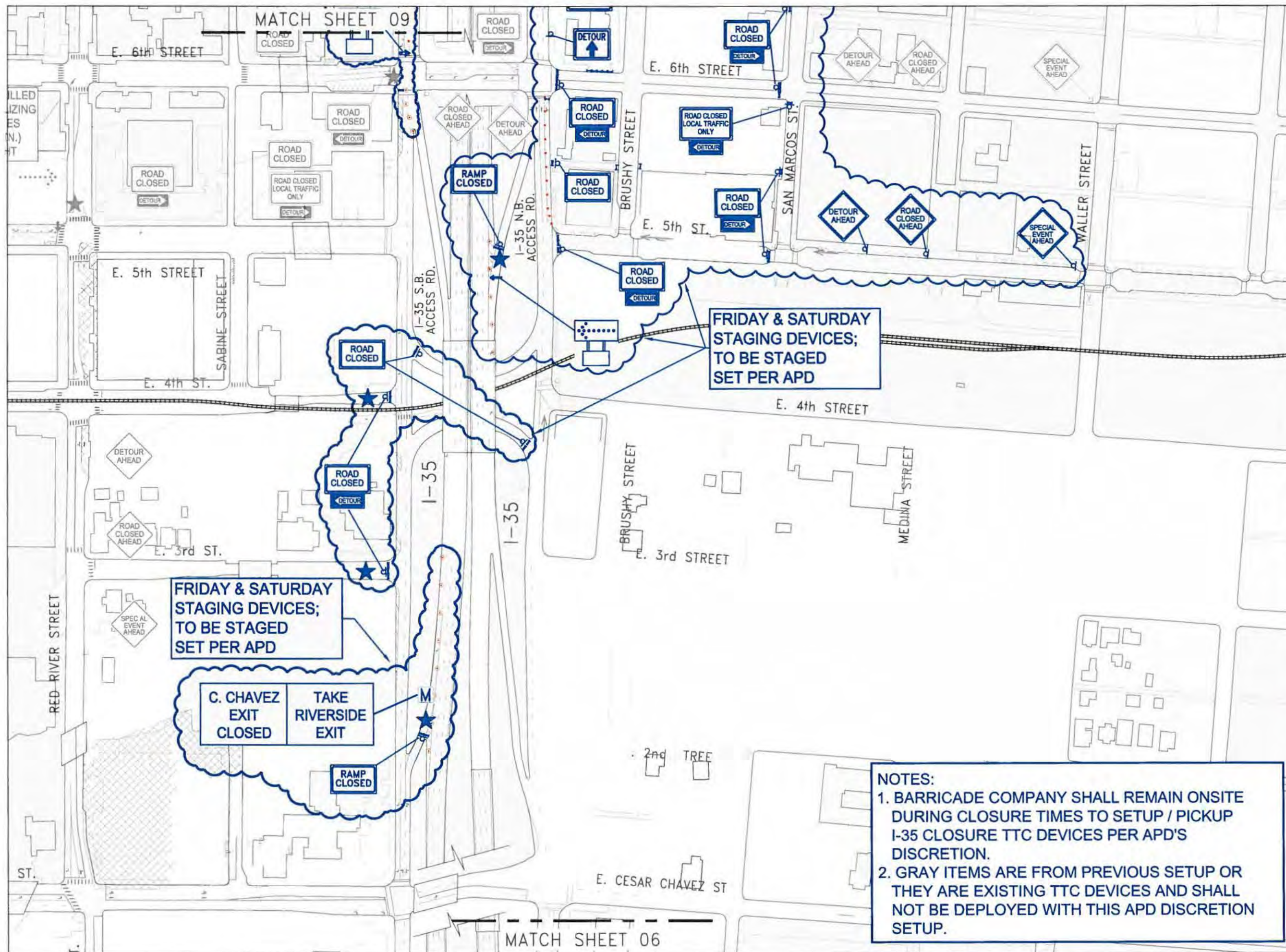


SCALE: 1" = 300'

TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
6th STREET AREA CLOSURES
I-35 AT AIRPORT BLVD.
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW





SCALE: 1" = 200'

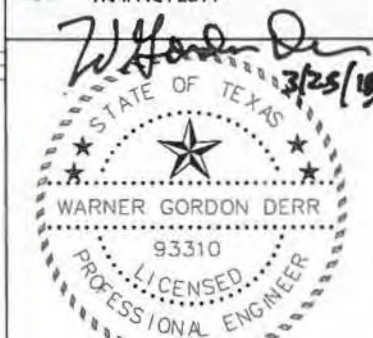
TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
 APD DISCRETION CLOSURES
 CESAR CHAVEZ ST. TO 6th STREET
 CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

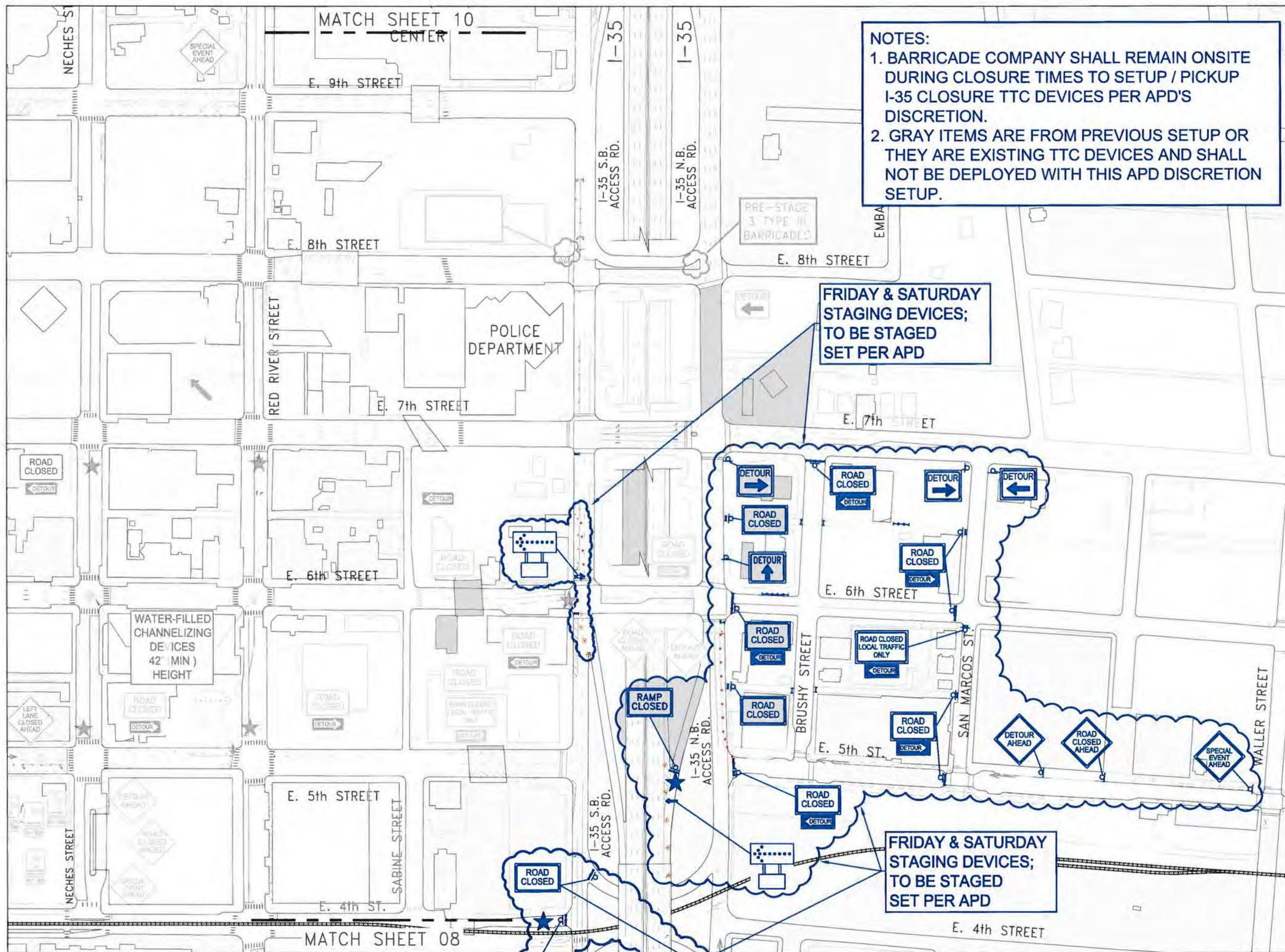
DATE: Mar. 25, 2015

DESIGNED BY: D. HUNTER

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW

- NOTES:
1. BARRICADE COMPANY SHALL REMAIN ONSITE DURING CLOSURE TIMES TO SETUP / PICKUP I-35 CLOSURE TTC DEVICES PER APD'S DISCRETION.
 2. GRAY ITEMS ARE FROM PREVIOUS SETUP OR THEY ARE EXISTING TTC DEVICES AND SHALL NOT BE DEPLOYED WITH THIS APD DISCRETION SETUP.





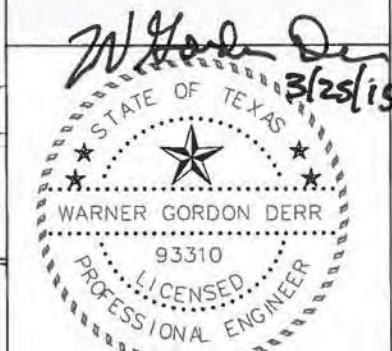
- NOTES:
1. BARRICADE COMPANY SHALL REMAIN ONSITE DURING CLOSURE TIMES TO SETUP / PICKUP I-35 CLOSURE TTC DEVICES PER APD'S DISCRETION.
 2. GRAY ITEMS ARE FROM PREVIOUS SETUP OR THEY ARE EXISTING TTC DEVICES AND SHALL NOT BE DEPLOYED WITH THIS APD DISCRETION SETUP.

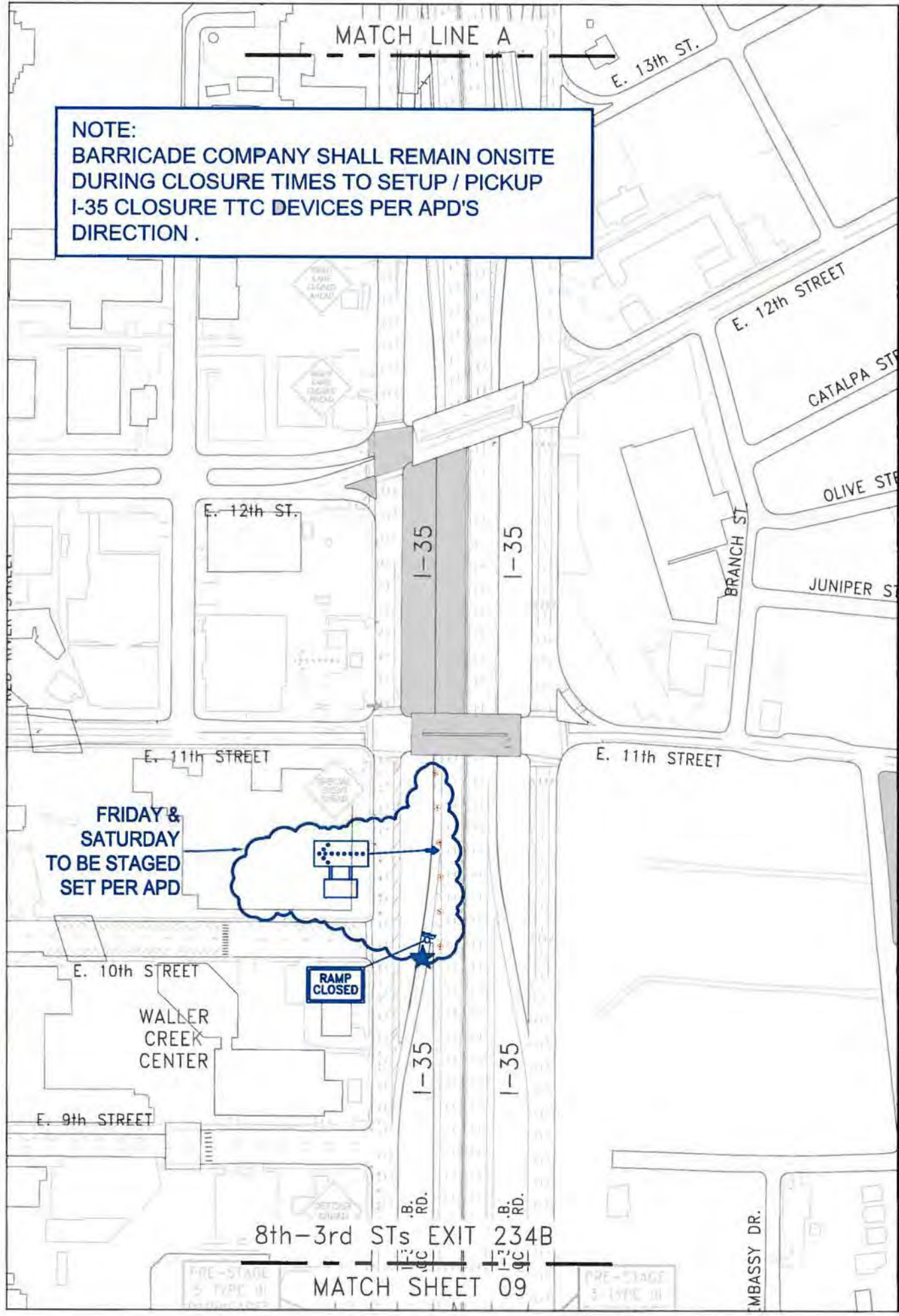


SCALE: 1" = 200'

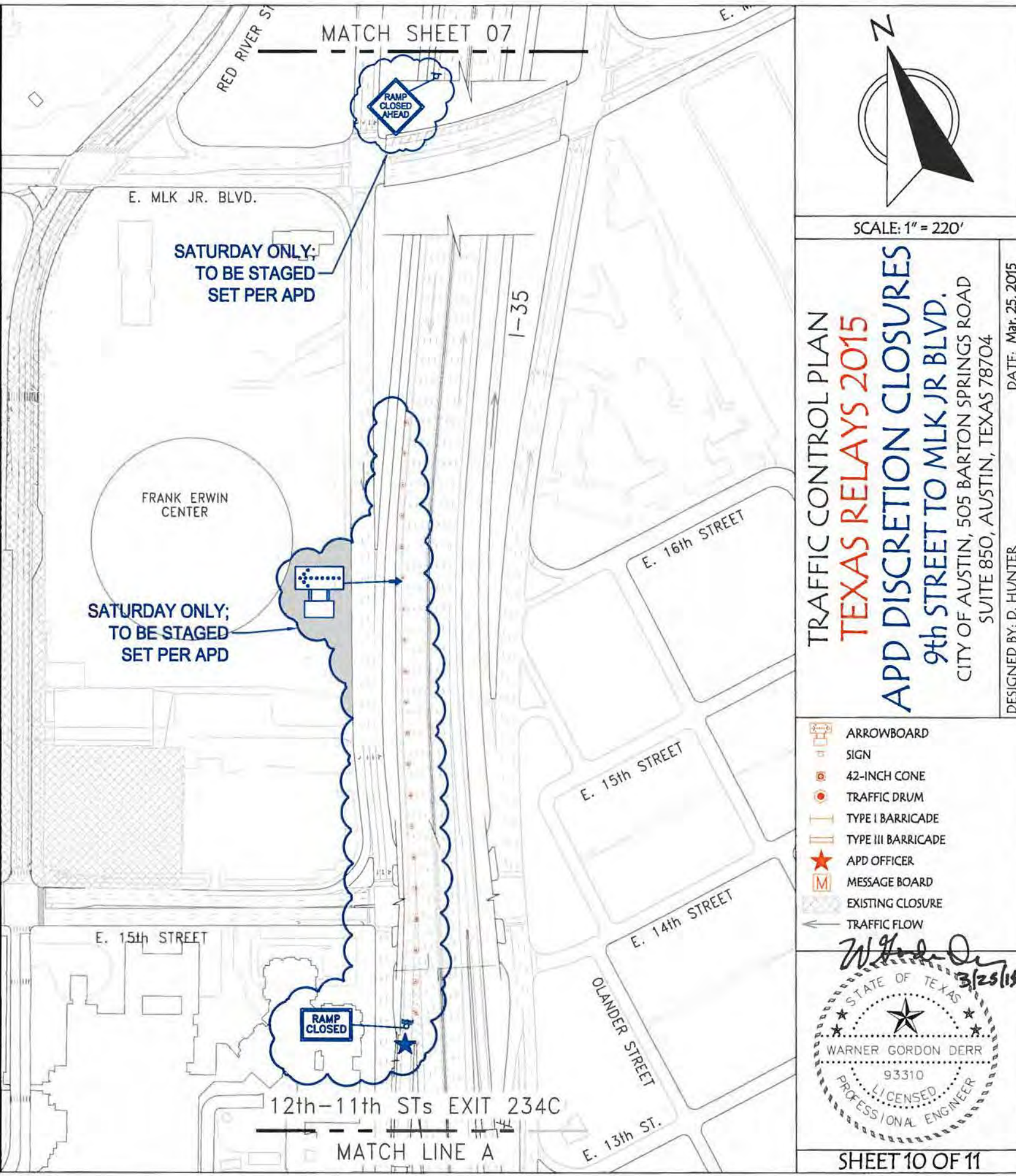
TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
APD DISCRETION CLOSURES
EAST OF I-35 SET-UP
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 25, 2015

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW





NOTE:
BARRICADE COMPANY SHALL REMAIN ONSITE
DURING CLOSURE TIMES TO SETUP / PICKUP
I-35 CLOSURE TTC DEVICES PER APD'S
DIRECTION .





SCALE: 1" = 220'

TRAFFIC CONTROL PLAN

TEXAS RELAYS 2015

APD DISCRETION CLOSURES

9th STREET TO MLK JR BLVD.

CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER DATE: Mar. 25, 2015

-  ARROWBOARD
-  SIGN
-  42-INCH CONE
-  TRAFFIC DRUM
-  TYPE I BARRICADE
-  TYPE III BARRICADE
-  APD OFFICER
-  MESSAGE BOARD
-  EXISTING CLOSURE
-  TRAFFIC FLOW



3/25/15

SHEET 10 OF 11

NOTES:
1. THE DEVICES SHOWN IN GRAY ARE FROM AN EARLIER SETUP.
THOSE DEVICES SHALL REMAIN IN PLACE.
2. THIS SETUP SHALL BE SET AT 11 PM AND PICKED UP AT 4 AM.



SCALE: 1" = 100'

TRAFFIC CONTROL PLAN
TEXAS RELAYS 2015
NIGHT OWL CLOSURE
6th STREET AND CONGRESS AVE.
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 25, 2015

CAPITAL METRO
NIGHT OWL CLOSURE
11 PM - 4 AM;
42-INCH CONES
@ 20' SPACING

SPECIAL
EVENT
AHEAD

RIGHT LANE
MUST
TURN RIGHT

PRE-STAGE
3 TYPE III
BARRICADES

- ARROWBOARD
- SIGN
- 42-INCH CONE
- TRAFFIC DRUM
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- EXISTING CLOSURE
- TRAFFIC FLOW

W. Gordon Derr
3/25/15
STATE OF TEXAS
WARNER GORDON DERR
93310
LICENSED
PROFESSIONAL ENGINEER

CONGRESS AVENUE

7.00'

6' CHAIN LINK FENCE

PEDESTRIAN COVERED WALKWAY
WITH WATER FILLED BARRIERS.
OFFSET 2' FROM EDGE OF CURB.

SIDEWALK CLOSURE
USE COA DETAIL
804S-1, 4 OF 9.

SIDEWALK CLOSED
USE OTHER SIDE

GATE TO SWING TOWARDS
INTERIOR OF SITE

GATE TO SWING TOWARDS
INTERIOR OF SITE

GATE TO SWING TOWARDS
INTERIOR OF SITE

WATER FILLED

TYPE III BARRICADE
WITH SIGN

ONLY

Turnover 11/26/2014

Turnover 1/15/2015

Turnover 12/15/2014

5TH STREET

WATER FILLED BARRIERS

CONTRACTOR TO COVER UP
ALL 'NO PARKING' SIGNS
ALONG THE NORTH SIDE OF
5TH STREET FOR THE
DURATION OF THE PROJECT

SIDEWALK CLOSED
USE OTHER SIDE

WATER FILLED BARRIERS

SIDEWALK CLOSED
USE OTHER SIDE

DELINEATION BY OTHERS

SIDEWALK CLOSURE
USE COA DETAIL
804S-1, 4 OF 9.

TEMPORARY 4" SOLID WHITE LINE

SIDEWALK CLOSED
USE OTHER SIDE

SIDEWALK CLOSURE
USE COA DETAIL
804S-1, 4 OF 9.

BRAZOS STREET



SXSW 2015 FILM FESTIVAL

TRAFFIC CONTROL PLAN (REVISED MARCH 3, 2015)



INDEX:

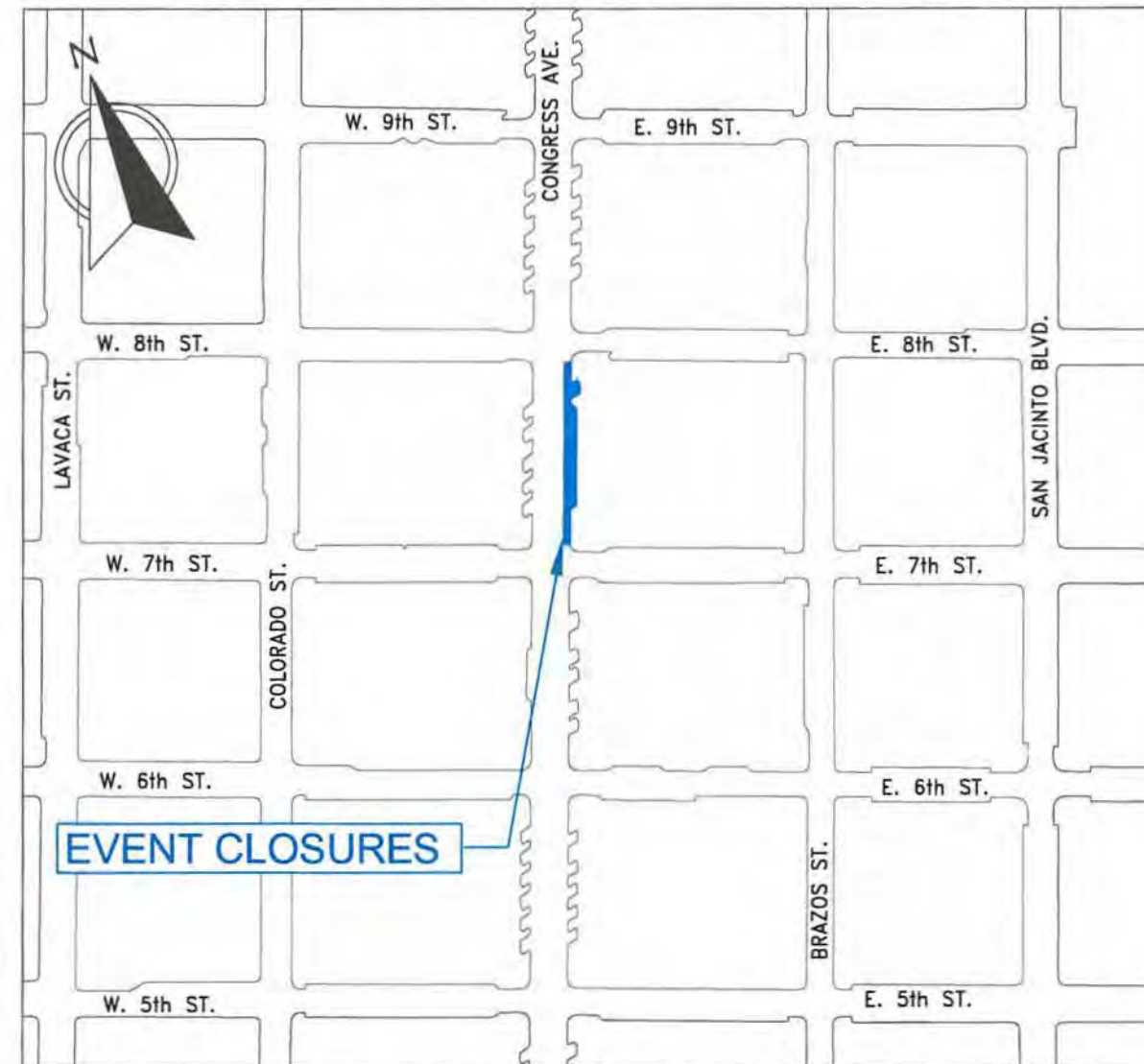
GENERAL NOTES:	1
TRAFFIC CONTROL SHEETS:	2 - 3

CONTACT INFORMATION:

Barricade Company: N-Line Traffic Maintenance
 Contact Person & Cell Phone: Jessie Davila - 512-626-6500
 Promoter Company: Traffic Design Consultants
 Contact Person & Cell Phone: Pat Lowe - 512-507-6004
 City of Austin Contact: Office of Special Events
 Contact Person & Cell Phone: Betty Torres - 512-771-8083

PLAN INFORMATION:

REVIEW	REVIEWER	DATE
1	TIM VOGT	FEBRUARY 10, 2015
2	TIM VOGT	MARCH 3, 2015



SCALE: 1" = 300'

PREPARED BY:

City of Austin

AUSTIN TRANSPORTATION DEPARTMENT
 RIGHT OF WAY MANAGEMENT DIVISION
 505 BARTON SPRINGS, SUITE 850
 AUSTIN, TEXAS 78704
 Ph. (512) 974-7071, Fax. (512) 974-5617

FILM FESTIVAL: MARCH 13th - 22nd, 2015

700 BLK. CONGRESS AVENUE, N.B. RIGHT LANE CLOSED
 CLOSURE DATES: MARCH 13th THROUGH 22nd, 2015

FILM FESTIVAL TTC SETUP & REMOVAL TIMES:

TTC Setup Start Times: March 13, 2015 - 6:00 am
 TTC Setup Completed By: March 13, 2015 - 6:30 am
 TTC Pickup Start Time: March 22, 2015 - 2:00 am
 TTC Pickup Completed By: March 22, 2015 - 3:00 am



R.O.W.
 REVIEWED AND
 COMPLETE

By: *De Harte*
 3-6-15

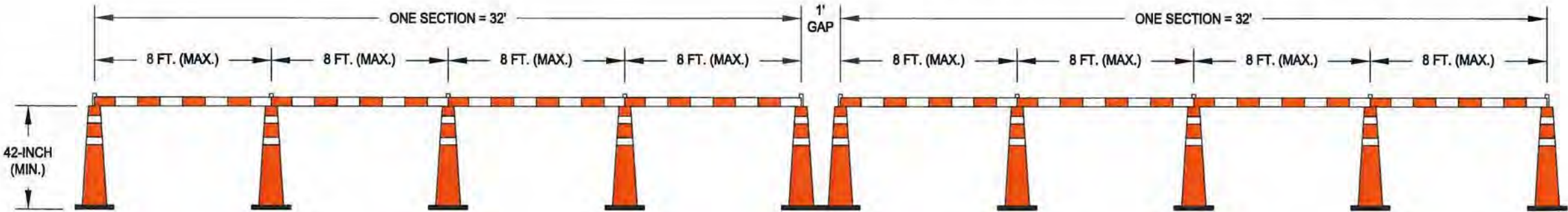


NOTES:

1. THIS TRAFFIC CONTROL PLAN MAY BE USED ON THE DATES ON WHICH IT IS PERMITTED.
2. SETUP TIMES OF ALL TRAFFIC CONTROL SHALL BE DETERMINED BY THE TIMES ON THE PERMIT AND THE AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION.
3. ALL DEVICE SPACING SHALL BE IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 804S-1, 9 OF 9 UNLESS OTHERWISE NOTED.
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5. THIS EVENT SHALL NOT START UNTIL AUSTIN POLICE DEPARTMENT AND AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION ARE IN AGREEMENT THAT ALL THE DEVICES AND OFFICERS/FLAGGERS ARE IN POSITION.
6. ALL PCMS, PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE ON A 1.2 SECOND CYCLE TIME.
7. ALL SIGNS SHALL BE PLACED AT THE STANDARD 7' HEIGHT.
8. ALL SIGNS AND BARRICADES MUST HAVE SANDBAGS AS BALLAST.

SXSW 2015 FILM FESTIVAL TTC DEVICES		
ITEM	QTY.	DESCRIPTION
APD	4	AUSTIN POLICER OFFICER
CONE-42	45	42 INCH CONE, INCLUDING GRIPPER SETS.
GRIPPER-BAR	34	8' BAR FOR GRIPPER CONES
SIGN	3	SIGN POST Location
R3-5R	1	"RIGHT TURN ONLY ARROW" Sign
R3-7R	2	"RIGHT LANE MUST TURN RIGHT" Sign
TOTAL	2	Does Not Include APD Officer, Drum or Sign Post Count

Typical Transition Lengths and Suggested Maximum Spacing of Devices							
Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing	
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)
50	30	$L = \frac{WS^2}{60}$	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)
65	40		80 (265)	90 (295)	100 (320)	12 (40)	25-30 (80-100)
70	45	L=WS	135 (450)	150 (495)	165 (540)	13 (45)	25-30 (90-110)
80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)
90	55		165 (550)	185 (605)	200 (660)	16 (55)	35-40 (110-140)
95	60		180 (600)	200 (660)	220 (720)	18 (60)	40-45 (120-150)
105	65		195 (650)	215 (715)	235 (780)	19 (65)	40-50 (130-165)
115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)



NOTES:

1. THE GRIPPER TYPE I'S USED FOR CROWD CONTROL SHALL BE INSTALLED IN SEGMENTS OF 32' IN LENGTH. THIS IS 4-8 FOOT SEGMENTS, CONSISTING OF 5 CONES & 4 BARS, AND SHALL HAVE A 1' MAXIMUM SPACING BETWEEN END CONES. THIS IS TO ASSIST IN THE PREVENTION OF THE ENTIRE GRIPPER FENCE FROM TOPPLING OVER IF ONE SECTION FAILS.

Disclaimer:

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GRIPPER TYPE I CROWD CONTROL BARRICADE
CROWD CONTROL DETAIL FOR SHEET 3

TRAFFIC CONTROL PLAN
SXSW 2015
FILM FESTIVAL
GENERAL NOTES

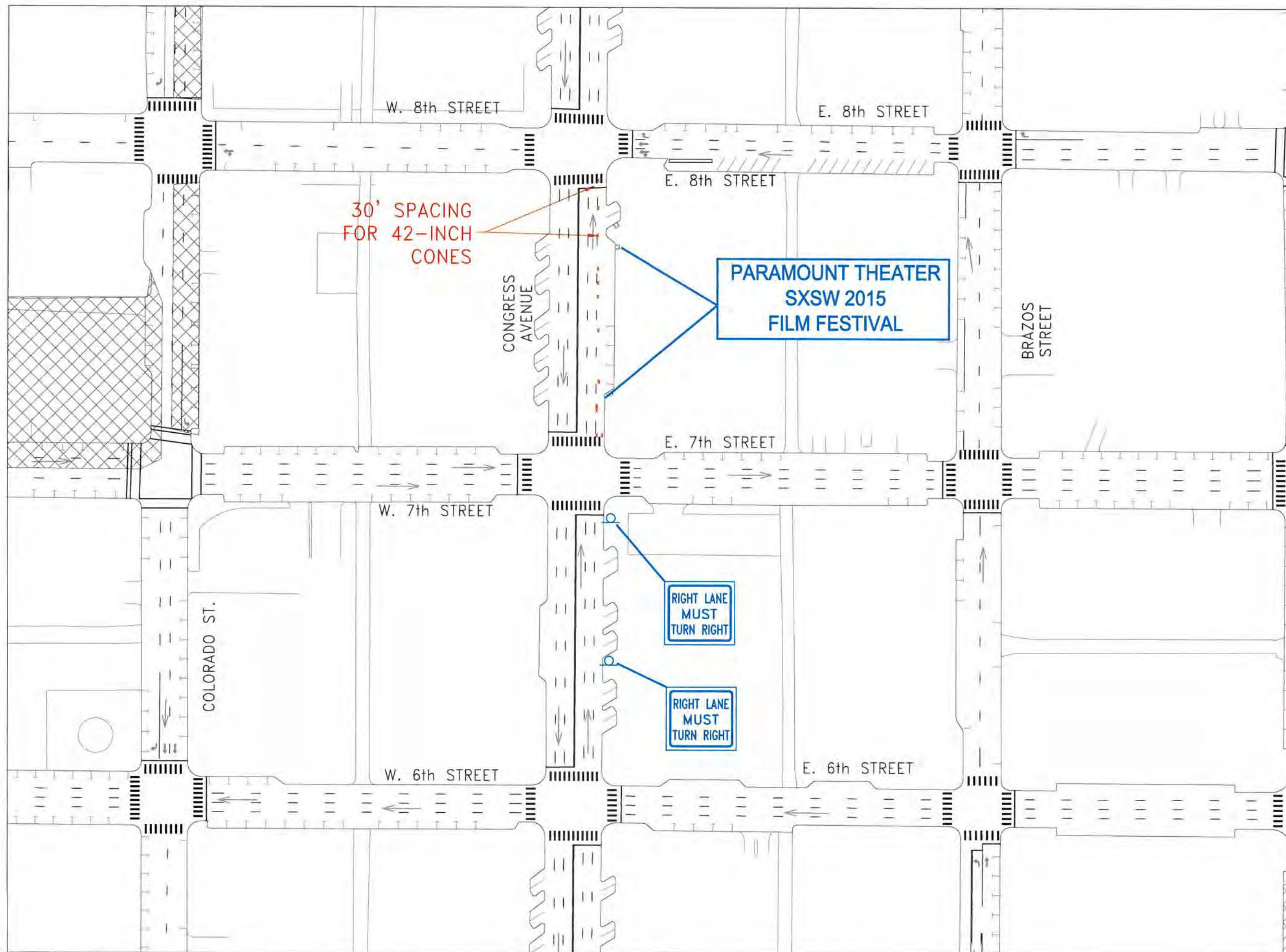
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER

DATE: Mar. 03, 2015

- ARROWBOARD
- SIGN POST LOCATION
- 42-INCH CONE
- 42-INCH CONE & GRIPPER SET
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW





SCALE: 1" = 100'

TRAFFIC CONTROL PLAN
SXSW 2015
FILM FESTIVAL

MAR. 13th THRU MAR. 22nd

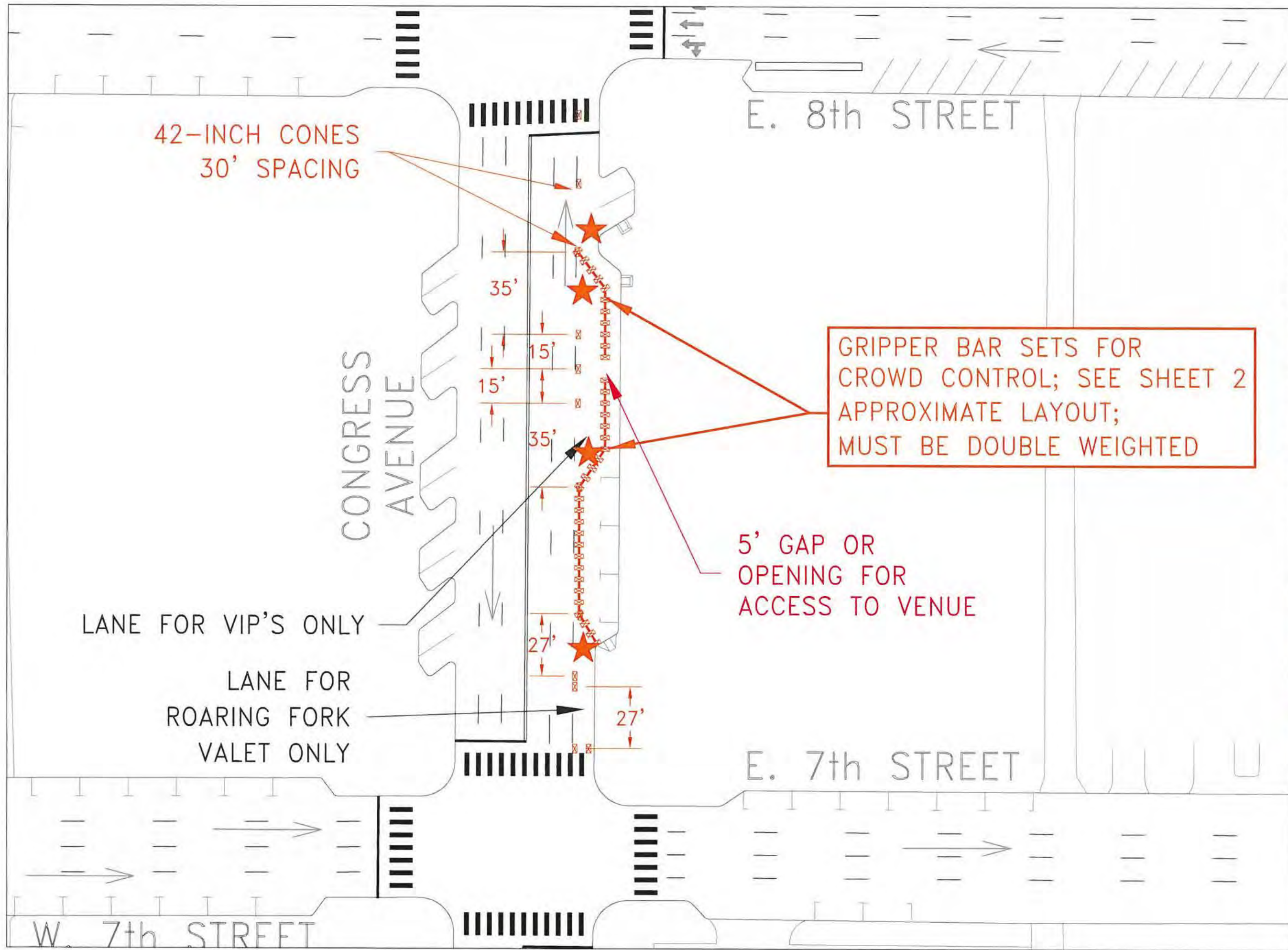
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
 SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER

DATE: Mar. 03, 2015

-  ARROWBOARD
-  SIGN POST LOCATION
-  42-INCH CONE
-  42-INCH CONE & GRIPPER SET
-  TYPE I BARRICADE
-  TYPE III BARRICADE
-  APD OFFICER
-  MESSAGE BOARD
-  TRAFFIC FLOW
-  EXISTING CLOSURE





SCALE: 1" = 40'

TRAFFIC CONTROL PLAN
SXSW 2015
FILM FESTIVAL
CLOSE-UP OF CLOSURE
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 03, 2015

- ARROWBOARD
- SIGN POST LOCATION
- 42-INCH CONE
- 42-INCH CONE & GRIPPER SET
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW





SXSW 2015 RAINEY STREET CLOSURES



TRAFFIC CONTROL PLAN (REVISED FEBRUARY 20, 2015)

INDEX:

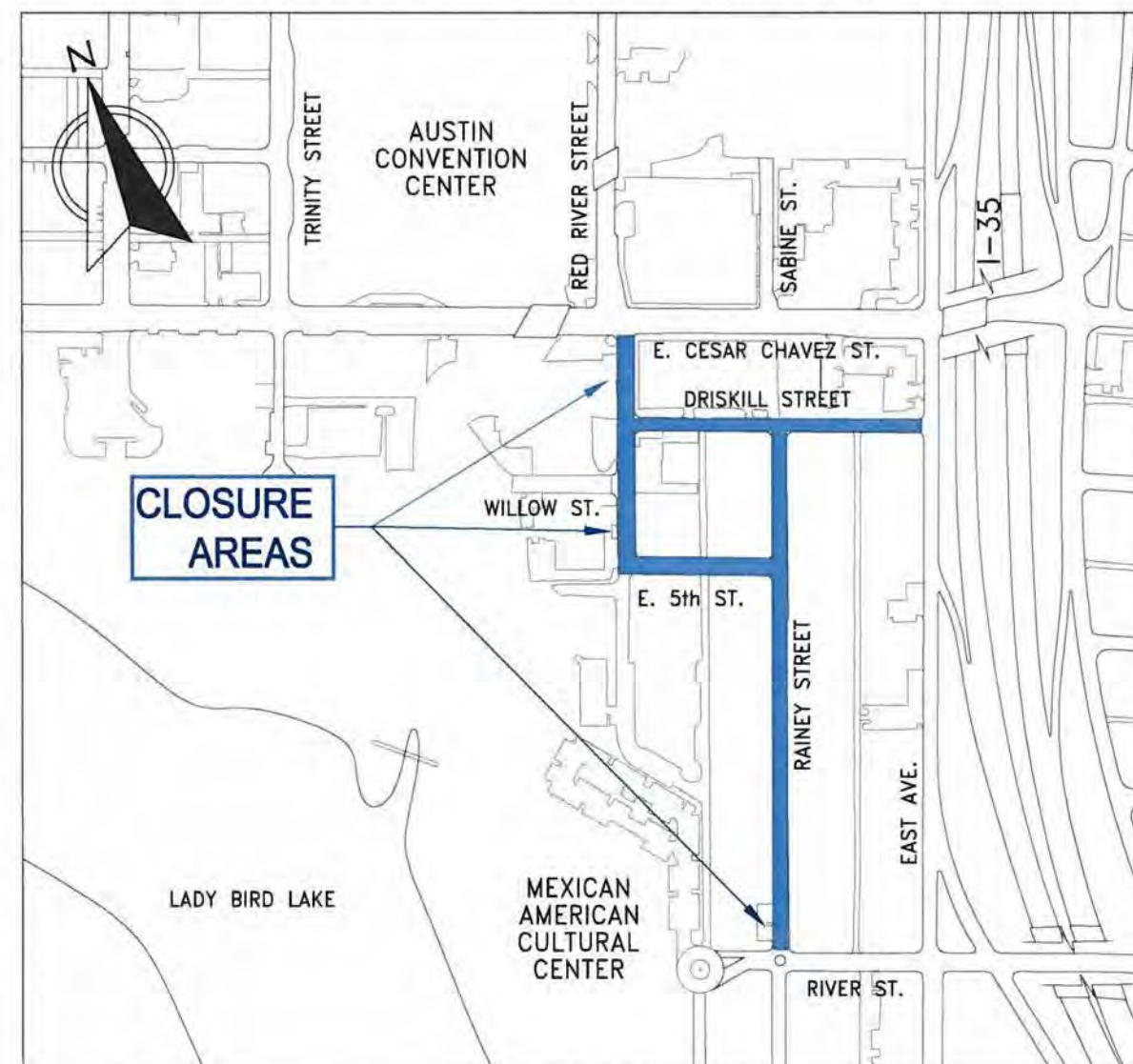
GENERAL NOTES:	1
TRAFFIC CONTROL SHEETS:	2 - 3

CONTACT INFORMATION:

Barricade Company: N-Line Traffic Maintenance
 Contact Person & Cell Phone: Jessie Davila - 512-626-6500
 Promoter Company: Traffic Design Consultants
 Contact Person & Cell Phone: Pat Lowe - 512-507-6004
 City of Austin: Office of Special Events
 Contact Person & Cell Phone: Betty Torres - 512-771-8083

PLAN INFORMATION:

REVIEW	REVIEWER	DATE
1	TIM VOGT	FEBRUARY 10, 2015



SCALE: 1" = 400'

PREPARED BY:

City of Austin

AUSTIN TRANSPORTATION DEPARTMENT
 RIGHT OF WAY MANAGEMENT DIVISION
 505 BARTON SPRINGS, SUITE 850
 AUSTIN, TEXAS 78704
 Ph. (512) 974-7071, Fax. (512) 974-5617

RAINEY STREET CLOSURES: MARCH 13th - 21st, 2015

Friday March 13th Through Tuesday March 17th, 2015

TTC Setup Start Times: Daily - 5:30 pm
 TTC Setup Completed By: Daily - 6:00 pm
 TTC Pickup Start Times: Daily - 3:00 am
 TTC Pickup Completed By: Daily - 3:30 am

Wednesday March 18th Through Saturday March 21st, 2015

TTC Setup Start Times: Daily - 11:30 am
 TTC Setup Completed By: Daily - NOON
 TTC Pickup Start Times: Daily - 3:00 am
 TTC Pickup Completed By: Daily - 3:30 am

SPECIAL NOTE:

CLOSURES MAY BEGIN EARLIER AS PER APD'S DISCRETION



R.O.W.
 REVIEWED AND
 COMPLETE

By *[Signature]*
 3-6-15



3/4/2015

NOTES:

1. THIS TRAFFIC CONTROL PLAN MAY BE USED ON THE DATES ON WHICH IT IS PERMITTED.
2. SETUP TIMES OF ALL TRAFFIC CONTROL SHALL BE DETERMINED BY THE TIMES ON THE PERMIT AND THE AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION.
3. ALL DEVICE SPACING SHALL BE IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 804S-1, 9 OF 9 UNLESS OTHERWISE NOTED.
4. THIS TRAFFIC CONTROL PLAN IS FOR A FESTIVAL VENUE TO BE PERMITTED BY THE CITY OF AUSTIN.
5. THIS EVENT SHALL NOT START UNTIL AUSTIN POLICE DEPARTMENT AND AUSTIN TRANSPORTATION DEPARTMENT, RIGHT OF WAY MANAGEMENT DIVISION ARE IN AGREEMENT THAT ALL THE DEVICES AND OFFICERS/FLAGGERS ARE IN POSITION.
6. ALL PCMS, PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE ON A 1.2 SECOND CYCLE TIME.
7. ALL SIGNS SHALL BE PLACED AT THE STANDARD 7' HEIGHT.
8. ALL SIGNS AND BARRICADES MUST HAVE SANDBAGS AS BALLAST.

Typical Transition Lengths and Suggested Maximum Spacing of Devices							
Speed KMPH	Posted Speed MPH	Formula	Minimum Desirable Taper Lengths (L) Meters (Feet)			Suggested Max. Device Spacing	
			3.0(10) Offset Meters (feet)	3.3(11) Offset Meters (feet)	3.6(12) Offset Meters (feet)	On a taper Meters (feet)	On a tangent Meters (feet)
50	30	L=WS ² 60	45 (150)	50 (165)	55 (180)	9 (30)	15-20 (60-75)
55	35		65 (205)	70 (225)	75 (245)	10 (35)	25-25 (70-90)
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80	50		150 (500)	165 (550)	180 (600)	15 (50)	30-35 (100-125)
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115	70		215 (700)	235 (770)	255 (840)	21 (70)	45-55 (140-175)

SXSW 2015 RAINEY STREET CLOSURE TTC DEVICE COUNT		
ITEM	QTY.	DESCRIPTION
APD	7	APD Officer Location (Minimum)
CONE	9	42-INCH TRAFFIC CONE
SIGN	27	SIGN POST Location
BARRICADE-I	2	TYPE I Barricade Location
BARRICADE-III	20	TYPE III Barricade Location
CW1-4L	1	REVERSE CURVE LEFT ARROW Sign
CW1-6a	2	SLANT ARROW Sign
M410L	3	DETOUR LEFT ARROW Sign
M4-10R	2	DETOUR RIGHT ARROW Sign
M4-9L	5	DETOUR ROUTE LEFT Sign
M4-9N	11	DETOUR ROUTE NAME Plate (See Plan)
M4-9R	2	DETOUR ROUTE RIGHT Sign
M4-9S	4	DETOUR ROUTE STRAIGHT Sign
M4-9SL	1	DETOUR ROUTE SLANT LEFT ARROW Sign
R3-1	3	NO RIGHT TURN CIRCLE W/BAR Sign
R5-1	2	DO NOT ENTER Sign
R11-2	6	ROAD CLOSED Sign
R11-3	2	ROAD CLOSED LOCAL TRAFFIC ONLY Sign
R11-4	2	ROAD CLOSED TO THRU TRAFFIC Sign
SPECIAL-EVENT-AHEAD	2	SPECIAL EVENT AHEAD Sign
TOTAL	68	Does Not Include APD, Cone or Sign Post Count

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TRAFFIC CONTROL PLAN

SXSW 2015

RAINEY STREET CLOSURES

MAR. 13th THRU MAR. 21st, 2015

CITY OF AUSTIN, 505 BARTON SPRINGS ROAD

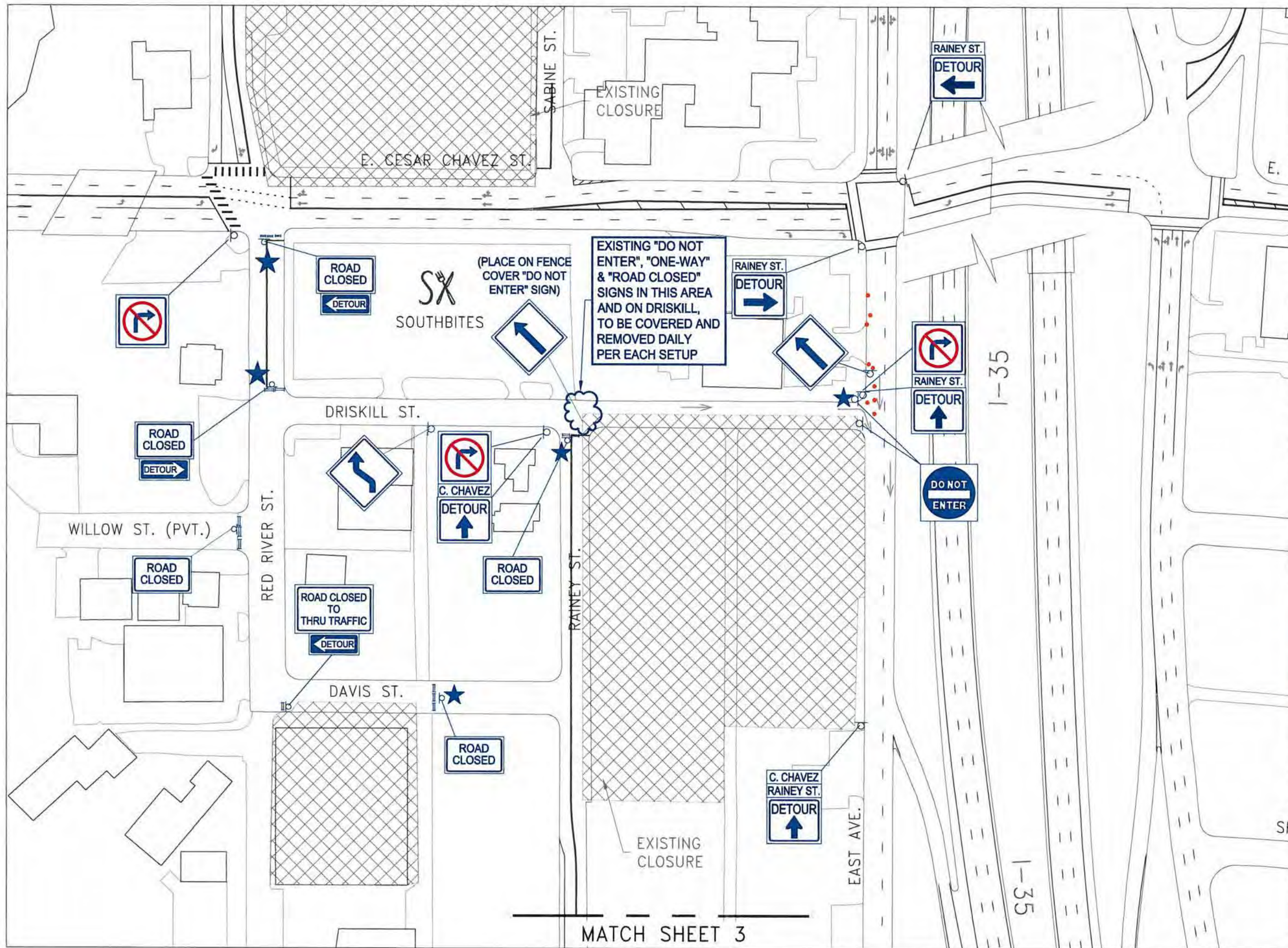
SUITE 850, AUSTIN, TEXAS 78704

DATE: Mar. 04, 2015

DESIGNED BY: D. HUNTER

- ARROWBOARD
- SIGN POST LOCATION
- 28-INCH CONE
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
- MESSAGE BOARD
- TRAFFIC FLOW
- EXISTING CLOSURE






 SCALE: 1" = 100'

TRAFFIC CONTROL PLAN

SXSW 2015

RAINEY STREET CLOSURES

MAR. 13th THRU MAR. 21st, 2015

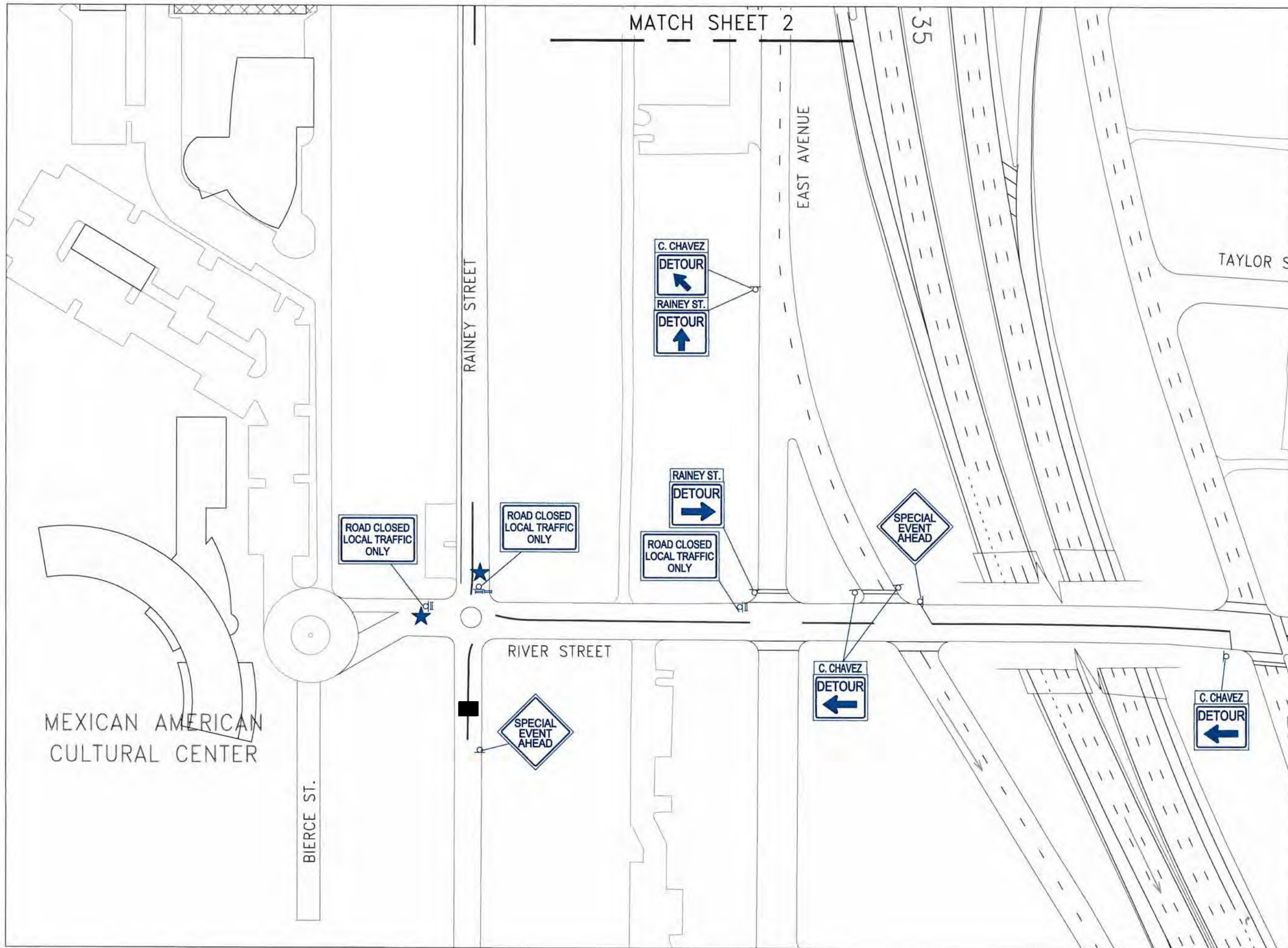
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704

DESIGNED BY: D. HUNTER
 DATE: Mar. 04, 2015

 ARROWBOARD
 SIGN POST LOCATION
 42-INCH CONE
 TYPE I BARRICADE
 TYPE III BARRICADE
 APD OFFICER
 MESSAGE BOARD
 TRAFFIC FLOW
 EXISTING CLOSURE


 3/4/2015
 SHEET 2 OF 3

MATCH SHEET 3



SCALE: 1" = 100'

TRAFFIC CONTROL PLAN
SXSW 2015
RAINEY STREET CLOSURES
MAR. 13th THRU MAR. 21st, 2015
CITY OF AUSTIN, 505 BARTON SPRINGS ROAD
SUITE 850, AUSTIN, TEXAS 78704
DESIGNED BY: D. HUNTER
DATE: Mar. 04, 2015

- ARROWBOARD
- SIGN POST LOCATION
- 42-INCH CONE
- TYPE I BARRICADE
- TYPE III BARRICADE
- APD OFFICER
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2/4/2015