



Amendment No. 5  
of  
Contract No. NA140000051  
for  
Cemetery Spoils Removal Services  
between  
AGH2O Holdings, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension will be effective December 23, 2017 to December 22, 2018. Zero options remain.
- 2.0 The total contract amount is increased by \$43,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/23/13 – 12/22/14	\$43,000.00	\$43,000.00
Amendment No. 1: Option 1 12/23/14 – 12/22/15	\$43,000.00	\$86,000.00
Amendment No. 2: Option 2 12/23/15 – 12/22/16	\$43,000.00	\$129,000.00
Amendment No. 3: Administrative Increase 11/02/16	\$32,250.00	\$161,250.00
Amendment No. 4: Option 3 12/23/16 – 12/22/17	\$43,000.00	\$204,250.00
Amendment No. 5: Option 4 12/23/17 – 12/22/18	\$43,000.00	\$247,250.00

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

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

Signature and Date: James R. Lesko 11/30/17  
Printed Name: JAMES R. LESKO  
Authorized Representative

Signature and Date: Linell Goodin-Brown 12-11-17  
Printed Name: Linell Goodin-Brown  
Contract Management Supervisor III  
City of Austin  
Purchasing Office

AGH2O Holdings, LLC  
3817 Bent Brook Dr.  
Round Rock, Texas 78664  
James Lesko  
[Jlesko@austin.rr.com](mailto:Jlesko@austin.rr.com)  
512-484-7611



Amendment No. 4  
of  
Contract No. NA140000051  
for  
Cemetery Spoils Removal Services  
between  
AGH2O Holdings, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension will be effective December 23, 2016 to December 22, 2017. One option remains.
- 2.0 The total contract amount is increased by \$43,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/23/13 – 12/22/14	\$43,000.00	\$43,000.00
Amendment No. 1: Option 1 12/23/14 – 12/22/15	\$43,000.00	\$86,000.00
Amendment No. 2: Option 2 12/23/15 – 12/22/16	\$43,000.00	\$129,000.00
Amendment No. 3: Administrative Increase 11/02/16	\$32,250.00	\$161,250.00
Amendment No. 4: Option 3 12/23/16 – 12/22/17	\$43,000.00	\$204,250.00

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

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

Signature and Date: James Lesko 12/1/16  
Printed Name: JAMES LESKO  
Authorized Representative

Signature and Date: Linell Goodin-Brown 12-14-16  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

AGH2O Holdings, LLC  
3817 Bent Brook Dr.  
Round Rock, Texas 78664  
James Lesko  
[Jlesko@austin.rr.com](mailto:Jlesko@austin.rr.com)  
512-484-7611



Amendment No. 3  
to  
Contract MA 8600 NA140000051  
for  
Cemetery Spoils Removal Services  
Between  
AGH2O Holdings, LLC ("Contractor")  
and the  
City of Austin ("City")

- 1.0 The City hereby amends the subject Contract to increase the Contract amount by \$32,250. The total Contract amount is changed to \$161,250.
- 2.0 Contract actions are recapped below:

ACTION	ACTION AMOUNT	TOTAL CONTRACT AMOUNT
Basic Term 12/19/2013 – 12/18/2014	\$43,000	\$43,000
Amendment No. 1 Extension Option: 12/19/2014 – 12/18/2015	\$43,000	\$86,000
Amendment No. 2 Extension Option: 12/19/2015 – 12/18/2016	\$43,000	\$129,000
Amendment No. 3 Administrative Increase	\$32,250	\$161,250

- 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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature: James R. Lesko

Printed Name: JAMES R. LESKO  
Authorized Representative

Date

11/2/2016

Signature: Sandy Brandt

Sandy Brandt, Senior Buyer Specialist  
City of Austin

Date

11/2/2016



Amendment No. 2  
of  
Contract No. NA140000051  
for  
Cemetery Spoils Removal Services  
between  
AGH2O Holdings, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension will be effective December 23, 2015 to December 22, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$43,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/23/13 – 12/22/14	\$43,000.00	\$43,000.00
Amendment No. 1: Option 1 12/23/14 – 12/22/15	\$43,000.00	\$86,000.00
Amendment No. 2: Option 2 12/23/15 – 12/22/16	\$43,000.00	\$129,000.00

- 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 and Date:

Printed Name: JAMES R. LESKO Gen. Mgr.  
Authorized Representative

12/22/15

Signature and Date:

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

1/4/16

AGH2O Holdings, LLC  
3817 Bent Brook Dr.  
Round Rock, Texas 78664



Amendment No. 1  
of  
Contract No. NA140000051  
for  
Cemetery Spoils Removal Services  
between  
AGH2O Holdings, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 23, 2014, the term for the extension option will be December 23, 2014 to December 22, 2015 and there are three remaining options.
- 2.0 The total contract amount is increased by \$43,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/23/13 – 12/22/14	\$43,000.00	\$43,000.00
Amendment No. 1: Option 1 12/23/14 – 12/22/15	\$43,000.00	\$86,000.00

- 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 and Date:

Printed Name: James R. LESKO  
Authorized Representative

Signature and Date:

Debbie DePaul 12/22/14  
Debbie DePaul, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

AGH2O Holdings, LLC  
3817 Bent Brook Dr.  
Round Rock, Texas 78664



**Financial and Administrative Service Department  
Purchasing Office**  
721 Barton Springs Road, Austin, Texas, 78704

December 19, 2013

AGH2O Holdings, LLC  
Attn: James Lesko, PE  
3817 Bent Brook Dr.  
Round Rock, TX 78664

Dear James:

The Austin City Council approved the execution of a contract with your company for Cemetery Spoils Removal in accordance with the referenced solicitation.

Responsible Department:	Austin Energy
Department Contact Person:	Troy Houtman
Department Contact Email Address:	Troy.Houtman@austintexas.gov
Department Contact Telephone:	512-974-9481
Project Name:	Cemetery Spoils Removal Services
Contractor Name:	AGH2O Holdings, LLC
Contract Number:	NA140000051
Contract Period:	12/23/2013 - 12/22/2014
Dollar Amount	\$43,000.00
Extension Options:	Four 12-month options
Requisition Number:	RQM 8600 13070200469
Solicitation Number:	IFB JSD0016
Agenda Item Number:	54
Council Approval Date:	12/12/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Troy Houtman, Contract Manager at 512-974-9481.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Nicholson".

Terry Nicholson  
Senior Buyer Specialist  
Purchasing Office  
Finance and Administrative Service Department

cc: T. Houtman, PARD  
G. Hernandez, PARD  
M. Walker, PARD

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
AGH2O Holdings LLC (“Contractor”)  
for  
Cemeteries Spoils Removal Services  
MA 8600 NA140000051**

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 AGH2O Holdings LLC having offices at 3817 Bent Brook Dr., Round Rock, TX 78664 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 IFB JSD0016.

**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), JSD0016 including all documents incorporated by reference
- 1.1.3 AGH2O Holdings, LLC Offer, dated 8/15/2013, including subsequent clarifications

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

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

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

**1.4 Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$43,000.00 for the initial Contract term and \$43,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

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

**CITY OF AUSTIN**

Printed Name of  
Authorized Person: Terry V. Nicholson

Signature: 

Title: Senior Buyer Specialist

Date: 12/19/2013



# CITY OF AUSTIN, TEXAS

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

**SOLICITATION NO:** JSD0016

**COMMODITY/SERVICE DESCRIPTION:** SPOILS REMOVAL  
SERVICES FOR CITY OF AUSTIN CEMETERIES

**DATE ISSUED:** AUGUST 5, 2013

**REQUISITION NO.:** RQM 8600 13070200469

**PRE-BID CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 96239

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

**BID DUE PRIOR TO:** 2:00 PM ON AUGUST 28, 2013

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

**Terry V. Nicholson**

**BID OPENING TIME AND DATE:** 2:15 PM ON AUGUST 28, 2013



**Senior Buyer**

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

**Phone: (512) 322-6586**

**Terry.Nicholson@austinenergy.com**

**LIVE BID OPENING ONLINE:**

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

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

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

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

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

### **SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

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

Signature of Person Authorized to Sign Offer

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

**FEDERAL TAX ID NO.** \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Phone No. (      )**

**Fax No. (      )**

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	3
0600	BID SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM	2
0700	REFERENCE SHEET	2
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

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

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

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

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

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 no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to [Terry.Nicholson@austinenergy.com](mailto:Terry.Nicholson@austinenergy.com), or via fax at (512)974-2995.

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

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

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

City of Austin Purchasing Office  
Attn: Insurance Coordinator  
P.O. Box 1088  
Austin, Texas 78767

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

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

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to four (4) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 12-MONTH CONTRACT.

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

**4. QUANTITIES**

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 South Lamar
City, State Zip Code	Austin, TX 78704

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

**6. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

**7. HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract.

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

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

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

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

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

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**11. ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first twelve (12) month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

**B. Price Increases**

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
  - (1) an itemized, revised price list with the effective date of the proposed increase;
  - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
  - (3) Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
  - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**C. Price Decreases**

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have thirty (30) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0016**

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.

13. **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:

Troy Houtman

919 W 28 ½ St.

Austin, TX 78705

Phone: 512-974-9481

Email: [Troy.Houtman@austintexas.gov](mailto:Troy.Houtman@austintexas.gov)

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

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

---

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). PO BOX NUMBERS SHALL NOT BE ACCEPTED.**

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

**USE ADDITIONAL PAGES AS NECESSARY**

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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

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

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

---

---

Signature, Authorized Representative of Offeror

---

Title

---

Date

**END**

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

SOLICITATION NUMBER: JSD0016

PROJECT NAME: Spoils Removal for Austin Cemeteries

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

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

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

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

SOLICITATION NUMBER: JSD0016

PROJECT NAME: Spoils Removal for Austin Cemeteries

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

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

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

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

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

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

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

**SOLICITATION NUMBER:** JSD0016

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

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

**(DO NOT RETURN ALONG WITH OFFER)**

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

**COMMODITY CODE:** 96239

**DESCRIPTION:**Hauling Services

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

---

---

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or  
Authorized

Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0015**

**Scope of Work for  
Spoils Removal for Burial Services at Austin Cemeteries**

**I. INTRODUCTION**

The purpose of this solicitation is for the City of Austin ("City"), through its Parks and Recreation Department, to identify qualified dirt hauling firms to consider contracting to remove cemetery spoils on a quarterly basis from the City of Austin's cemeteries ("Cemeteries").

This is a performance-based contract for which the contractor will be reimbursed for services rendered on behalf of the City. The City is seeking bids for a contract with an initial term of one (1) year, with four (4) one (1) year options; a total of five (5) years. The City, acting through the Cemetery Contract Manager (CCM), shall coordinate and oversee work performed by contractor.

The City began operating cemeteries in 1856 upon receiving Oakwood Cemetery from the State of Texas. Although owned by the City, the cemeteries were primarily maintained by individual plot owners and the Austin Cemetery Association with the support of the Public Works Department. After consolidation of the Urban Transportation Department and the Public Works Department in 1987, cemetery oversight was transferred to the Parks and Recreation Department. The Parks and Recreation Department provided cemetery maintenance and operations from 1987 until 1990, when the services were outsourced to a contractor. The current cemetery contract will ended in 2013 and the Parks and Recreation Department assumed Sales, Administration and certain operating responsibilities beginning April 1, 2013.

The City owns five distinct cemetery properties highlighted below:

Property Name	Location	Date Established	Total Acres	Average Burials Per Year
Oakwood Cemetery	1601 Navasota Street	1839	40	40
Oakwood Annex Cemetery	1600 Comal	1914	22	20
Evergreen Cemetery	3304 East 12 <sup>th</sup> Street	1928	30	100
Austin Memorial Park	2800 Hancock Drive	1927*	96.75**	320
Plummers Cemetery	1204 Springdale	1957	8	Occasional

\* Date established per deed dated August 17, 1927. Vol. 407, Page 16, Records of Travis County

\*\* 112.75 original acreage. Exact acreage today is to be confirmed.

**II. OBJECTIVES FOR SPOILS REMOVAL SERVICES**

- A.** At the time that a grave is prepared for burial, the grave space is excavated and excess soil called "spoils" is generated, collected and stored at a designated area at the Austin Memorial Park Cemetery. Upon collection of a sufficient level, the City will remove these spoils to a permitted landfill for disposal. Prior spoils removal has used private contractors and City of Austin department crews and equipment.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0015**

Spoils generated include top soil dirt mixed with clay, native rock and minor some vegetation and tree roots. Spoils are typically "clean" and do not include trash, construction material or other foreign debris requiring processing.

Approximately 2.5 cubic yards of spoils are generated from each burial and there are approximately 40 burials per month. This generates the following spoils levels on a monthly, quarterly, and annual basis:

Estimated Spoils Generated per Month: 100 Cubic Yards  
Estimated Spoils Generated per Quarter: 300 Cubic Yards  
Estimated Spoils Generated per Year: 1,200 Cubic Yards

- B.** The City is looking to contract with a dirt hauling firm that has the equipment necessary to load its own or contracted trucks and to remove spoils from Austin Memorial Park, 2800 Hancock Drive, to an approved permitted landfill on an as needed basis. The contractor shall include all fees and services required to load, haul, and dispose of cemetery spoils on a quarterly schedule.

**III. CEMETERY OPERATIONS**

**A. Quarterly Spoils Removal Services**

The contractor shall include all fees necessary to mobilize staff and equipment, and all necessary trucking fees, including fuel; dump or landfill tipping fees and fees for machine push-off at the land fill site if necessary.

Contractor shall select the dumpsite for spoils disposal and provide the City with a current dumpsite permit and maintain logs and dumpsite receipts upon arrival for pick up. Contractor shall provide confirmation of soil dumping at the permitted dumpsite within 72 hours of dumping. Under no circumstances is the Contractor to sell or dispose of the spoils for private or commercial use. Contractor shall not load trucks during funeral services. The City will advise the contractor of scheduled cemetery services as required in order to facilitate uninterrupted loading and removal and minimize impact on the public during daily operations. Contractor may provide services on weekends if necessary or requested.

Contractor shall use equipment of age and condition to effectively remove spoils as contracted. All spoils disposed of on behalf of the City shall be in accordance with this Scope of Work. Disposing of spoils in a manner or location other than what is stated in this Scope of Work may result in termination of the Contract.

**B. City of Austin Responsibilities**

The City of Austin shall collect and aggregate spoils at a central location at Austin Memorial Park Cemetery for burials at City cemeteries. This includes burials conducted at:

- Austin Memorial Park Cemetery
- Evergreen Cemetery
- Oak Wood Cemetery
- Oak Wood Annex Cemetery, and
- Plummers Cemetery

**C. General Responsibilities**

Contractor shall possess 3 years of soil disposal experience for work of equal size and scope along with personnel and equipment sufficient to perform services detailed herein. Contractor shall be in good standing with all federal, state and local oversight agencies. Contractor shall the ability to schedule, provide disposal coordination and site management, automated manifest, service data and financial tracking system.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. JSD0015**

Contractor shall obtain all necessary licenses and/or permits required to perform services outlined in the SOW. Contractor shall take all precautions necessary to protect persons and property from injury or damage. Contractor shall be responsible for any injury to itself, its employees, or others, as well as for any damage to personal or public property that occurs during the performance of a resultant contract that is caused by Contractor or Contractor's employees' fault or negligence. Contractor shall maintain personal liability and property damage insurance prescribed by the City and the laws of the State of Texas.

Contractor shall preserve the health, appearance, and aesthetic value of all cemetery areas while preventing damage to human life, property and the ecosystem. Contractor shall demonstrate a clear understanding of and sensitivity to environmental issues. Performance shall be consistent and fully compliant with all applicable federal, state, county and city laws. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be used. Contractor shall perform required services with the least possible interference with cemetery operations or annoyance to the public. Contractor and its subcontractors shall be qualified and trained to do the work and services outlined. All equipment shall be clean and in proper working order. Contractor shall take all necessary precautions to prevent spills, fire hazards, odors and detrimental site impact.

**D. Laws, Statutes and Governmental Requirements**

Chapter 10-1 of the Austin City Code sets forth certain regulatory standards for the administration and management of Austin cemeteries. A cemetery, as defined by Austin City Code, is the use of land that is dedicated for cemetery purposes for the burial of the dead, including columbarium, crematoriums, mausoleums, and mortuaries. Contractor shall comply with all applicable laws, statutes, and governmental provisions prevailing during the term of this SOW, including the following:

- Compliance with Austin City Code, Chapter 10-1, Cemeteries  
([http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title10publichealthservicesandsanitation/chapter10-1cemeteries?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_tx](http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title10publichealthservicesandsanitation/chapter10-1cemeteries?f=templates$fn=default.htm$3.0$vid=amlegal:austin_tx))
- City of Austin Cemetery Rules and Regulations  
(<http://www.austintexas.gov/department/cemeteries>)
- Health and Safety Code, all provisions relating to municipal cemeteries.  
<http://codes.lp.findlaw.com/txstatutes/HS>
- Chapter 711. General Provisions Relating to Cemeteries. Texas Health and Safety Code  
<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.711.htm>
- Chapter 713. Local Regulation of Cemeteries. Texas Health and Safety Code  
<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.713.htm>
- OSHA (<http://www.osha.gov/index.html>)

**E. Definitions**

Cemetery terms contained in this section shall take the definitions as defined in the Texas Health and Safety Code.

**BID SHEET  
CITY OF AUSTIN  
CUSTODIAL SERVICES FOR AUSTIN CEMETERIES**

**SOLICITATION NO.: IFB 8600 JSD0016**

**BUYER: TERRY NICHOLSON**

**COPIES OF BID: Bidder must submit two copies of its signed bid - one original and one copy.**

**Special Instructions:**

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

The quantities noted below are estimates and not a guarantee of actual volume, therefore the City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual useage of each line item may be more or less.

Bidder must bid services for both Cemeteries.

**SECTION 1 -- PRICE**

ITEM NO.	ITEM DESCRIPTION	NUMBER OF LOADS	TRUCK CAPACITY (YARDS)	UNIT PRICE (PER LOAD)	EXTENDED PRICE
1	Quarterly spoils removal <u>less than or equal to 300 Yards</u> . Turn key price that includes dump site tipping fees.				
2	Quarterly spoils removal <u>greater than 300 Yards</u> . Turn key price that includes dump site tipping fees.				

**FOR INFORMATIONAL PURPOSES ONLY -- ADDITIONAL SERVICES OR PRODUCTS  
(PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

The City may require Contractor to provide additional services or products, in order to be paid for those additional services or products, provide the price you would charge the City for those additional services and products.

3	Other (Bidder to Specify): _____	(may be \$ or % disc.)
4	Other (Bidder to Specify): _____	(may be \$ or % disc.)
5	Other (Bidder to Specify): _____	(may be \$ or % disc.)

**BID SHEET  
CITY OF AUSTIN  
CUSTODIAL SERVICES FOR AUSTIN CEMETERIES**

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

<input type="checkbox"/>	Offer Sheet
<input type="checkbox"/>	Bid Sheets (Section 0600)
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input type="checkbox"/>	Reference Sheet (Section 0700)
<input type="checkbox"/>	Non-Discrimination Certification (Section 0800)
<input type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input type="checkbox"/>	Living Wages and Benefits Contractor Certification (Section 0815)
<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input type="checkbox"/>	M/WBE No Goals Utilization Form (Section 0900)
<input type="checkbox"/>	1 Original and 1 copy of signed bid
<input type="checkbox"/>	<b>I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY OFFER</b>

COMPANY NAME: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

# CITY OF AUSTIN, TEXAS

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

SOLICITATION NO: JSD0016

COMMODITY/SERVICE DESCRIPTION: SPOILS REMOVAL  
SERVICES FOR CITY OF AUSTIN CEMETERIES

DATE ISSUED: AUGUST 5, 2013

REQUISITION NO.: RQM 8600 13070200469

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 96239

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:

BID DUE PRIOR TO: 2:00 PM ON AUGUST 28, 2013

Terry V. Nicholson

28, 2013

Senior Buyer

Phone: (512) 322-6586

Terry.Nicholson@austinenenergy.c

RECEIVED

2013 AUG 28 PM 1:31

PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

please select

[ion/index.cfm](#)

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

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

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

### SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF OFFER

#### OFFER SUBMITTED BY

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

G. M.

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. [REDACTED]

Date: 8/15/13

Company Name: AGH2O HOLDINGS LLC

Address: 3817 Bent Brook DR

Email Address: JLESKO@AUSTIN.PR.COM

City, State, Zip Code: ROUND ROCK TX 78664

Phone No. (512) 484 7611

Fax No. (512) 238 1261

**BID SHEET  
CITY OF AUSTIN  
CUSTODIAL SERVICES FOR AUSTIN CEMETERIES**

**SOLICITATION NO.:** IFB 8600 JSD0016

**BUYER:** TERRY NICHOLSON

**COPIES OF BID: Bidder must submit two copies of its signed bid - one original and one copy.**

**Special Instructions:**

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

The quantities noted below are estimates and not a guarantee of actual volume, therefore the City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual useage of each line item may be more or less.

Bidder must bid services for both Cemeteries.

**SECTION 1 -- PRICE**

ITEM NO.	ITEM DESCRIPTION	NUMBER OF LOADS	TRUCK CAPACITY (YARDS)	UNIT PRICE (PER LOAD)	EXTENDED PRICE
1	Quarterly spoils removal <u>less than or equal to 300 Yards</u> . Turn key price that includes dump site tipping fees.	12.5	24 CY	\$ 175. <sup>00</sup>	
2	Quarterly spoils removal <u>greater than 300 Yards</u> . Turn key price that includes dump site tipping fees.		24 CY	\$ 175. <sup>00</sup>	
2A LOADER w/OPERATOR. LUMP SUM FOR EACH MOBILIZATION \$800. <sup>00</sup>					

**FOR INFORMATIONAL PURPOSES ONLY -- ADDITIONAL SERVICES OR PRODUCTS  
(PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

The City may require Contractor to provide additional services or products, in order to be paid for those additional services or products, provide the price you would charge the City for those additional services and products.

3	Other (Bidder to Specify): _____	(may be \$ or % disc.)
4	Other (Bidder to Specify): _____	(may be \$ or % disc.)
5	Other (Bidder to Specify): _____	(may be \$ or % disc.)

**BID SHEET  
CITY OF AUSTIN  
CUSTODIAL SERVICES FOR AUSTIN CEMETERIES**

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

<input type="checkbox"/>	Offer Sheet
<input type="checkbox"/>	Bid Sheets (Section 0600)
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input type="checkbox"/>	Reference Sheet (Section 0700)
<input type="checkbox"/>	Non-Discrimination Certification (Section 0800)
<input type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input type="checkbox"/>	Living Wages and Benefits Contractor Certification (Section 0815)
<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input type="checkbox"/>	M/WBE No Goals Utilization Form (Section 0900)
<input type="checkbox"/>	1 Original and 1 copy of signed bid
<input type="checkbox"/>	<b>I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY OFFER</b>

COMPANY NAME:

AgH<sub>2</sub>O HOLDINGS LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

James R. Lesko

PRINTED NAME:

JAMES R. LESKO

EMAIL ADDRESS:

JLESKO@AUSTIN.RR.COM



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **JSD0016** ADDENDUM NO. **1** DATE OF ADDENDUM: **August 5, 2013**

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

**I. Clarifications:**

1. The contact information for the Authorized Contact for the above referenced solicitation was incorrect. The correct contact information is as follows:

**Terry V. Nicholson**  
Senior Buyer Specialist  
Phone: 512-974-2995  
Fax: 512-974-2388  
Email: [Terry.Nicholson@austintexas.gov](mailto:Terry.Nicholson@austintexas.gov)

**II. Additional Information**

The Bid-Sheet that was inadvertently left off the initial publication of the above referenced solicitation has been added.

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:

Terry Nicholson Senior Buyer  
Purchasing Office, 512-322-6586

ACKNOWLEDGED BY:

AgH2O Holdings LLC Jama R. Lee 8/15/13  
SUPPLIER AUTHORIZED SIGNATURE 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.





ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: **JSD0016** ADDENDUM NO. **2** DATE OF ADDENDUM: **August 23, 2013**

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

**I. Questions:**

Question #1: Would it be permissible for the Contract to leave a 20 cy dumpster overnight and remove it the next day?

Answer #1: **Yes. In fact the City would be willing to just leave the dumpster on site and fill it w/ City equipment so the Contract can just haul it away and replace it w/ an empty dumpster.**

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

A handwritten signature in black ink, appearing to read "T. Nicholson".

Terry Nicholson Senior Buyer  
Purchasing Office, 512-322-6586

ACKNOWLEDGED BY:

AgH2O HOLDINGS LLC James Lester 8/28/13  
SUPPLIER AUTHORIZED SIGNATURE 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.

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

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). PO BOX NUMBERS SHALL NOT BE ACCEPTED.**

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

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	AGH2O HOLDINGS LLC					
Physical Address	3817 Brent Block Drive Round Rock TX 78664					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	GRIMALDO TRUCKING					
Physical Address	8601 Showers Dr ELGIN TX 78621					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	PINETOP TRUCKING					
Physical Address	6704 CROMATY LAWE AUSTIN TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

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

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

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

AgH2O HOLDINGS LLC

  
Signature, Authorized Representative of Offeror

GEN. MGR.  
Title

8/15/13  
Date

**END**

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

SOLICITATION NUMBER: JSD0016

PROJECT NAME: Spoils Removal for Austin Cemeteries

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

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

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

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

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

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

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

AgHzO HOLDINGS LLC  
Company Name

JAMES R. LESKO, GEN. MGR.  
Name and Title of Authorized Representative (Print or Type)

James R. Lesko  
Signature

8/15/13  
Date

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

SOLICITATION NUMBER: JSD0016

PROJECT NAME: Spoils Removal for Austin Cemeteries

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Agh20 HOLDINGS LLC		
Address	3817 Bent Brook Dr		
City, State Zip	ROUND ROCK TX 78664		
Phone	(512) 484 7611	Fax Number	(512) 238 1261
Name of Contact Person	JAMES R. LESKO		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

JAMES R. LESKO  
Name and Title of Authorized Representative (Print or Type)

James R. Lesko  
Signature

8/15/13  
Date

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

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

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

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

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

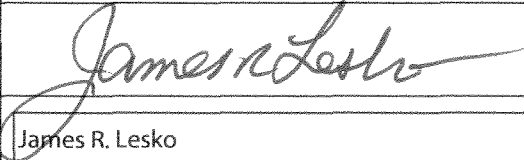
Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
**SOLICITATION NO. JSD0016**

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

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

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

Bidder's Name:	AGH2O Holdings, LLC		
Signature of Officer or Authorized Representative:		Date:	Aug 15, 2013
Printed Name:	James R. Lesko		
Title:	General Manager		

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

**SOLICITATION NO.** JSD0016

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

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

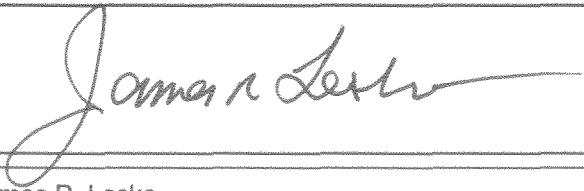
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add		
Delete		

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

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

Contractor's Name:	AGH2O Holdings, LLC		
Signature of Officer or Authorized Representative:		Date:	Aug 15, 2013
Printed Name:	James R. Lesko		
Title:	General Manager		

CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. JSD0016  
FOR

Spoils Removal for Austin Cemeteries

**State of Texas**

**County of Travis**

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

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

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



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

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

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

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

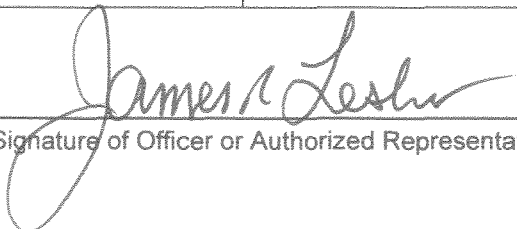
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's  
Explanation:

--

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

Contractor's Name:	AGH2O Holdings, LLC
Printed Name:	James R. Lesko
Title:	General Manager

  
Signature of Officer or Authorized Representative:

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

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

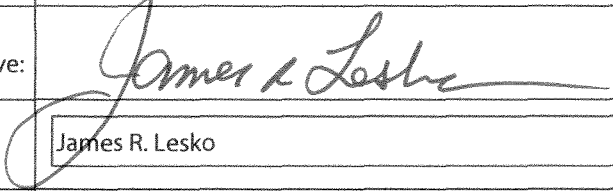
My Commission Expires \_\_\_\_\_

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

SOLICITATION NO. JSD0016

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

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

Contractor's Name:	<div style="border: 1px solid black; padding: 2px;">AGH2O Holdings, LLC</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Aug 15, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">James R. Lesko</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">General Manager</div>		

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

SOLICITATION NO JSD0016

City of Austin, Texas  
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

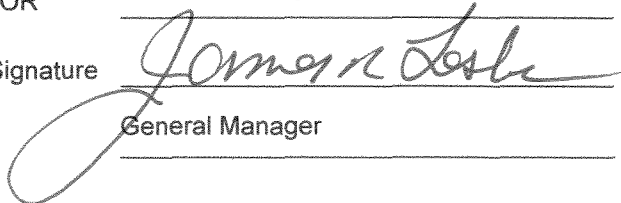
**Sanctions:**

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

**Term:**

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

Dated this 15<sup>th</sup> day of AUGUST, 2013.

CONTRACTOR	AGH20 Holdings, LLC
Authorized Signature	
Title	General Manager

**CITY OF AUSTIN  
PURCHASING OFFICE  
REFERENCE SHEET**  
**Please Complete and Return This Form with the Offer**

Solicitation Number: JSD0016

Offeror's Name AGH2O Holdings, LLC

Date Aug 15, 2013

The Offeror shall furnish, with the Offer, the following information, for at least **5** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

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

=====>

Add Reference

Company's Name	City of Austin WATER UTILITY		
Name of Contact	David Munoz	Contact Title	Dispatcher
Present Address	3907 S. INDUSTRIAL AVE		
City	AUSTIN TX	State	TX Zip Code 78744
Telephone Number	(512) 350-1355	FAX Number	
Email Address			

Company's Name	KIVA INC.		
Name of Contact	GARY GRIFFIN	Contact Title	OWNER
Present Address	1501 HILLSIDE TERR		
City	BUDA	State	TX Zip Code 78661
Telephone Number	(512) 203 3144	FAX Number	(512)
Email Address	gary.griffin@kiva-inc.com		

Company's Name	MST CONSTRUCTION		
Name of Contact	JAMES BRATTON	Contact Title	OWNER
Present Address	13492 RESEARCH BLVD STE 120 PMB#262		
City	AUSTIN	State	TX Zip Code 78750
Telephone Number	(512) 293-4729	FAX Number	
Email Address	JBRATTON@MSTCON.COM		

Company's Name	UTZ ENVIRONMENTAL SERVICES INC		
Name of Contact	CHRIS UTZ	Contact Title	OWNER
Present Address	PO BOX 1487		
City	LEANDER	State	TX Zip Code 78646
Telephone Number	(512) 784 5436	FAX Number	
Email Address	CHRIS.UTZ@UTZENVIROMENTALSERVICES.COM		

Company's Name	C.T. WALKER		
Name of Contact	CASSANDRA WALKER	Contact Title	OWNER
Present Address	P.O. BOX 142691		
City	AUSTIN	State	TX Zip Code 78714
Telephone Number	(512) 300-3080	FAX Number	
Email Address	CT.WALKER@AUSTIN.P22.COM		