



City of Austin

Founded by Congress, Republic of Texas, 1839

P.O. Box 1088, Austin, Texas 78767-1088

Financial and Administrative Services Department

July 15, 2013

Mr. Jaime Orina
Safety Solutions, Inc.
26 Long Creek Road
Austin, TX 78737

Re: Solicitation No. JSD0134
Construction Safety Management Services for the ROCIP VI Program

Dear Mr. Orina:

The Purchasing Office has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Human Resources
Department Contact Person:	Leslie Milvo
Department Contact Email Address:	Leslie.milvo@austintexas.gov
Department Contact Telephone:	(512) 974-3245
Project Name:	Construction Safety Management Services for the ROCIP VI Program
Contractor Name:	Safety Solutions, Inc
Contract Number:	MA 5800 NA130000141
Contract Period:	7/15/2013 – 7/14/2018
Dollar Amount	\$395,000.00 NTE
Extension Options:	N/A
Requisition Number:	RQM-5800-13020600195
Solicitation Number:	JSD0134
Agenda Item Number:	51
Council Approval Date:	5/23/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2021.

Sincerely,

Jeff Dilbert, Corporate Purchasing Manager
Purchasing Office
Finance and Administrative Services Department
Enclosure

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Safety Solutions Inc. ("Contractor")
for
Construction Safety Management Services for the Rolling Owner Controlled Insurance
Program (ROCIP VI)
NA130000134**

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 Safety Solutions, Inc., having offices at 26 Long Creek Road, Austin, TX 78737 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 JSD0134.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), JSD0134 including all documents incorporated by reference
- 1.1.3 Safety Solutions, Inc. Offer, dated 2/25/2013, 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 sixty (60) months with no extension option(s). 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 \$395,000. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

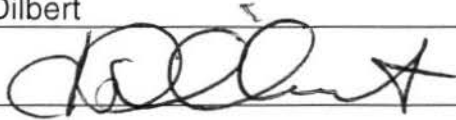
1.6 This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered,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

Signature: _____

A handwritten signature in black ink, appearing to read 'Jeff Dilbert', is written over a horizontal line. The signature is stylized with loops and a long horizontal stroke at the end.

Title: Purchasing Manager Corporate

Date 7/15/2013

**SOLICITATION RFP JSD0134
ATTACHMENTS LISTING**

Attachment A	Current ROCIP IV Projects
Attachment B (REVISED)	ROCIP V Project Identification
Attachment C	ROCIP Safety Disciplinary Procedures
Attachment D	Account References
Attachment E	Personnel Qualification Questionnaire
Attachment F	Fee Proposal

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: JSD0134

COMMODITY/SERVICE DESCRIPTION: ROCIP VI Construction
Safety Manager

DATE ISSUED: 2/11/2012

REQUISITION NO.: RQM 5800 13020600195

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 91869

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 2:00p.m. on 3/1/2013

COMPLIANCE PLAN DUE PRIOR TO: N/A

Jeff Dilbert
Corporate Purchasing Manager
Phone: (512) 974-2021

BID OPENING TIME AND DATE: 2:00p.m. on 3/1/2013

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

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

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

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

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

Signature of Person Authorized to Sign Offer

JAIME ORINA, VICE PRESIDENT
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 2/25/13

Company Name: *Safety Solutions, Inc.*

Address: *26 LONG CREEK RD*

City, State, Zip Code *Austin, TX 78737*

Phone No. (512) 288-7157

Fax No. (512) 288-7168

Email Address: *safety.solutions@Austin.RR.com*



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: ROCIP VI Construction Safety Manager
RFP NO. JSD0134 ADDENDUM NO. 1
DATE OF ADDENDUM 2/20/2013

This Request for Proposal is hereby amended to incorporate the following:

1. The following Attachments are hereby added to this solicitation.

Attachment B Revised – ROCIP VI Project Identification

List of Attachments has been updated to reflect the new additions

2. The additional written questions received and the answers thereto are listed below:

- a. In attachment B there are approximately 8 projects that would be completed after the end of the ROCIP program. Does the City desire a cost for these projects until the close of the program or would they remove them from the list of projects?

Response: A revised Attachment B is attached. We have removed the projects that would have continued beyond the anticipated program end date.

- b. In attachment B project "Future Wastewater Pipeline Replace/Rehab" is a \$2,000,000 and shows a start date of March 2015 and an end date of February 2019. This is an exceptionally long time for such a small project. Can you verify these dates?

Response: These dates have been revised and the current dates shown have been verified.

- c. In attachment B project "Red Bud Trail Bridges at Lake Austin" shows a start date of March 2015 and an end date of January 2015. Can you verify the correct information?

Response: Dates on this project have been corrected and are reflected in the REVISED spreadsheet

3. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2021
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

Safety Solutions, Inc.
BIDDER


AUTHORIZED SIGNATURE

2/25/13
DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO
CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY
CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. **WARRANTY-PRICE:**

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

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

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

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

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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

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

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

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

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

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

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

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

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

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41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

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meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

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

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by fax at 512-974-2388 or email at Jeffery.dilbert@austintexas.gov by 4:00p.m. on 2/21/2013

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$250,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$250,000 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:

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- (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (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 \$1,000,000 per occurrence for bodily injury and property damage.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048
- iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **BID/PROPOSAL/RESPONSE BOND ("BOND")** (Applicable to procurements requiring a Payment and/or Performance Bond.)
- A. All Offers shall be accompanied by a Bid/Proposal/Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
4. **PAYMENT BOND (May also include a Bid/Proposal/Response Bond/Guaranty – see paragraph 5 above)**
- A. The Contractor shall provide a Payment Bond in an amount equal to 100 % of the Contract amount within calendar days (14 unless a different period is inserted) after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.
5. **PERFORMANCE BOND (Must also include a Bid/Proposal/Response Guaranty/Bond – see paragraph 5 above)**
- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within calendar days (14 unless a different period is inserted) after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

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- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 60 months with no extension options.
- 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 60 MONTH CONTRACT.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	HR – Risk Management
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin TX 78767

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

8. RETAINAGE

The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

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

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

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

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If 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>

11. NON-SOLICITATION

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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12. 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:

Leslie Milvo

512-974-3245

*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.

PROTECTING AUSTIN'S RESOURCES



BY PROTECTING THE MEN AND WOMEN WHO WORK AND LIVE HERE



26 LONG CREEK RD.

AUSTIN, TEXAS

SOLICITATION NO. JSD0134

Construction Safety Management Proposal

Solicitation No. JSD0134



Safety Solutions, Inc

26 Long Creek Rd.

Austin, Texas 78737

(512) 288-7157

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Executive Summary

In this Proposal we will address the Construction Safety Management for the City of Austin Rolling Owner Controlled Insurance Program and how we can effectively manage the safety program to achieve the objectives of the Owner.

The City of Austin is currently operating a ROCIP program with the intent of being profitable and it is Safety Solution's intention to ensure the continued profitability of the program. Safety Solutions, Inc. has the knowledge and expertise to implement effective and profitable OCIP programs. Our team has provided the construction safety management for the City of Austin's ROCIP III, IV, and V programs as well as for contractors and owners on other OCIP projects.

Safety Solutions goal is to build upon the success already accomplished in the previous programs and to continue to develop the safety culture necessary to protect the health and safety of all workers on the City of Austin's projects. It is Safety Solutions goal to set the standard that will enable the City of Austin to become the benchmark for other owner controlled insurance programs.

Safety Solutions has achieved success in the previous programs by making safety a team effort. Through a Total Quality Management approach we will continue to partner with all levels of management including The City, Project Management, Inspectors, Contractors, and the Insurance Carrier. We believe that taking what we have learned on the previous programs we can continue to lower the accident/incident rates and provide a greater return on investment to the City of Austin.

Safety Solutions will continue to foster this proactive safety culture established between all parties to ensure a seamless safety management system throughout the City of Austin's Rolling Owner Controlled Insurance Program.

Part I. Business Organization

Safety Solutions, Inc. operates as an "S" Corporation formed in the State of Texas. Our office is located at 26 Long Creek Road, Austin, Texas. Safety Solutions, Inc. has no other offices or locations.

Attachment #1 – Proprietary Financial Statement

Part II. Construction Safety Management System Concept and Solution

1. Effective safety-oriented owners and general contractors include the following concepts in their safety program:

- ✚ Total Management Involvement. All levels of management, subcontractors, employees, and insurance carriers are involved in the safety process. This approach helps all participants recognize that safety is a value not just a priority. Priorities change, values don't. Instilling safety as a value ensures that all participants appreciate and implement safe work practices.
- ✚ Pre-Project and Pre-Task Planning. Pre-Project and Pre-Task analyses are considered essential components of safety and health planning. Pre-Project planning includes incorporating safety and health into the planning of a construction project through contractor prequalification and pre-project hazard analyses. Pre-Task planning incorporates worker safety and health into the planning of individual high hazard tasks.

City of Austin ROCIP VI CSM

- ✦ Empowerment. By empowering each person to actively participate in the safety program employees and management assume ownership of safety, and provide the necessary leadership required for success.
- ✦ Hands-on monitoring of jobsites. Through frequent auditing of the project management and safety professionals develop relationships that encourage commitment and participation by all levels creating a “culture” of working safely. Safety becomes an attitude not an activity.
- ✦ Routine and thorough training. OSHA and BLS statistics show that a lack of adequate training results in a higher number and degree of injuries. Training should be viewed as an investment in lieu of a cost. Recognizing that training is essential employers should have defined levels of training for each element of the project. This may vary from a basic site orientation to a task-specific training depending on the degree of involvement in the project.
- ✦ Accountability. A successful program requires accountability from everyone on the project. Each team member must be held accountable for his or her role for the overall success of the team. People have a tendency to rise to the level of expectations and by holding each individual accountable for safety the overall performance level is increased.

2. The following details how we will assess the General contractor's safety program and what key program elements are to be included in a safety program assessment. These elements were selected because they meet the criteria of the American National Standard Institute (ANSI) A10.38-2007. In addition, they are used by Construction Industry Groups to evaluate the effectiveness of their members' safety programs.

City of Austin ROCIP VI CSM

- ✚ Written Safety and Health Program. The safety program should detail specific duties and responsibilities including specific training requirements for all levels of management and employees. The Safety Program should address all known and foreseeable hazards associated with the type of work the contractor performs and provide guidance to employees on how to safely perform a given task.
- ✚ Management Commitment. Without commitment by management the program cannot succeed. Management must hold employee safety as an organizational "value" and not something that can be negotiated or subject to change due to schedule or profitability.
- ✚ Employee Safety Training. Safety policies and rules are ineffective if the employees are unaware of them. Additionally, many of the tasks that employees are called on to perform require specific training. This training must include new-hire/transfers, employees, foremen, supervisory and management personnel. The training must be effective; i.e., it must meet the needs of both the employer and the employees and convey the proper information to the employee in such a manner as to be easily understood and used on the jobsite. Tool Box Talks serve as a method to keep employees aware of current safety issues and reinforce previous training.
- ✚ Safety Responsibilities. Responsibility for safety must be defined for each level from management to supervisor to employees. Without defined responsibility and accountability, the result is no one takes responsibility.

City of Austin ROCIP VI CSM

- Safety Goals/Budget. We would ascertain if the company has a budget for safety or is it a cost of doing business? How are the safety goals set for the company? Organizations that do not establish goals and budgets become reactionary instead of proactive in their approach to safety. It is important that an organization establish goals and a budget to ensure sufficient funds are available for each project so as to attain the goals established.
- Selection of Subcontractor Criteria and Management Plan. Knowing that subcontractors of all tiers present an additional liability to the owner and the general contractor, an effective subcontractor management plan will include a review of their respective safety programs during the selection process utilized by the general contractor. This assessment should include a review of the subcontractors overall safety program, pre-project and pre-task hazard analysis, training records, EMR, DART, and jobsite auditing procedures. This review alerts the general contractor to potentially unsafe contractors and provides a benchmark of the subcontractors' safety program.
- Crisis Management/Accident Investigations. Accidents and incidents are investigated to determine root cause and reports are submitted to management for review and recommendations. Without knowing the cause of an accident the deficiencies cannot be corrected to avoid a recurrence of the situation. By sharing this information with employees and management the entire organization learns from these events.
- Auditing and Recordkeeping. Accountability cannot be maintained without tracking the performance. Auditing of projects and "near-miss" investigations are

considered leading indicators that allows contractor to “predict” – to the greatest extent possible – potential accidents and injuries. Recordkeeping provides tracking and accountability as an indicator of the contractors past record with regards to safety. Elements should include number of incidents by type, such as near-miss, first-aid, recordable injury, restricted workday injury, property damage and General Liability claims.

- ✚ Pre-Project and Pre-Task Hazard Analysis. Pre-planning a job allows the contractor to be prepared for hazardous situations before the work begins. This allows for proper training, equipment, and personnel on-site to minimize exposure.
 - ✚ Substance Abuse Program. Recognizing that alcohol and drug abuse continue to plague the construction industry demands that each employer provide a workplace free of hazards associated with substance abuse. By having a program that seeks to identify these dependencies and providing assistance to the employees before an accident or injury occurs is a proactive approach to reducing risks.
3. The methodology used in evaluating the elements stated above would include a thorough review of the general contractor’s written safety program to identify references to each element. Additionally we would review the contractor’s OSHA logs and insurance loss data as well as interview the contractor’s safety representative to determine the corporate philosophy toward each element.

4. Time Line – After the contract is awarded the Construction Safety Manager will review the general contractor's safety program and provide feedback prior to commencement of the project.
5. Each element will have an evaluation number with a maximum value that is weighted according to its importance. If all criteria for the elements are met the maximum score is applied. If one or two items are missing then partial credit for that element may be earned. The scoring matrix will identify areas of improvement prior to work commencing. The scoring matrix will be given to the ROCIP Safety Team for use in managing the safety of the contractor.

Sample Evaluation Criteria

Written Safety and Health Program			
In addition to the previous section management sets objectives for safety. Pre-Project & Pre-Task Planning conducted. As new hazards are identified Information is shared. Routine drug and alcohol testing. Program reviewed annually.	Management has a formal written safety program; well publicized. Management receive periodic specialized training. Maintains and updates safety program. All hazards of the workplace are identified. Safety Committee is effective. Responsibilities well defined.	Partially formalized safety program. Persons administering are designated safety coordinators. Coordinators inadequately trained; unwritten objectives. Partial list of recognized hazards identified. Safety Committee meets occasionally and has limited effectiveness.	No formalized safety program. No individual responsible for program administration. No pre-established objectives.
3	2	1	0

The total weighting factor for this section is 10%. Weighting factor multiplier is x 3.33 Section Score: _____

6. The standard disciplinary action for contractors is a graduating system of discipline. These programs include verbal warning and consultation with the employee, remedial training of the employee, if a deficiency is recognized, and replacement of employees, supervisors, or the contractor when the other measures produce no results. In an OCIP it is imperative that the owner encourage the appropriate safety

behavior with the contractors. Therefore, Safety Solutions, Inc. has developed an effective disciplinary program for the Rolling Owner Controlled Insurance Program and incorporated it into the Written Safety Manual. The effects of this disciplinary program have resulted in a reduction in losses, additional employee training, and a heightened awareness of safety on the projects. This disciplinary program is communicated to all potential contractors at the mandatory pre-bid.

7. The Leading Indicators commonly used in the construction industry are safety audits, near miss investigations, and pre-project/pre-task analysis. Each of these indicators are tools that can “predict” – to the greatest extent possible – potential accidents and injuries. These leading indicators are listed above in the evaluation matrix conducted by Safety Solutions, Inc. of each general contractor’s safety program. Additionally, Safety Solutions has incorporated these elements in the existing ROCIP Safety Manual. If any of these elements are absent from the contractor’s safety program the contractor would be required to incorporate these into their site-specific safety program for the project.

Part III. Program Management

1. Safety Solutions, Inc. understands the complexity of managing the safety program of a Rolling Owner Controlled Insurance Program. In the Rolling Owner Controlled Insurance Program the Construction Safety Manager must evaluate the contractor for each project, ensure the necessary components for an effective program are in place, and coordinate the safety efforts of these private sector contractors with the goals and interests of a public sector municipality. These goals and interests include maintaining a good public image, public relations, investment in our community, safety of our contractors, timely completion of the project, and profitability of the program.

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The requirements of this Request for Proposal have been refined through a number of previous Rolling Owner Controlled Insurance Programs implemented by the City of Austin. The purpose of these requirements is to evaluate the contractor, identify deficiencies, work with the contractor to improve in these areas, provide a safe working environment for all employees, and to ensure profitability to the City. Many of the requirements listed in this proposal have been the result of collaboration between Safety Solutions, Inc. and the City of Austin's ROCIP Management Team in an ongoing effort to improve the program.

2. Safety Solutions, Inc. developed a methodology to coordinate the safety efforts for the program by fostering and perpetuating an ongoing relationship between the City ROCIP Safety Specialist, the Insurance Carrier, and the Program Administrator to effectively monitor the safety of all ROCIP projects via open communication. Through the use of this methodology Safety Solutions established oversight and inspection schedules that ensure all of the projects are audited and provide for overlapping audits for the high-risk projects. This is accomplished by scheduling a team member weekly to ensure additional accountability: effectively utilizing the City's time and resources.

From time-to-time the previous programs have experienced contractors who fail to grasp the value of the human person and the necessity of compliance with the ROCIP safety program. When this situation arises, as Construction Safety Manager, we have implemented an elevated alert status for the particular project which entails stepped up safety audits to encourage the contractor to comply with the City's safety program. In addition we have met with the project manager and the contractor to explain the city's disciplinary program and seek ways to improve the overall safety of the project. Safety Solutions, Inc. also developed a standardized inspection format that is used by all parties involved. This produces uniformity and ensures auditing efficiency on all projects.

3. The key to implementing an effective safety program is to establish an understanding of the necessity of the program and what their participation will mean to the overall effectiveness; essentially "buy-in" from the contractor. This is achieved by understanding what safety means to them and their employees. Safety Solutions, Inc. desires the contractor to develop and take ownership of their project and cooperate with the City's safety program. Through this spirit of cooperation we have develop a safety culture that achieves the common good for all involved and ensure that our contractors succeed.

City of Austin ROCIP VI CSM

4. The methodology that Safety Solutions, Inc. uses to manage the safety efforts on multiple projects simultaneously was established in the ROCIP IV program. We effectively achieved this by leveraging all of the resources available through collaboration with City Management, the ROCIP Safety Specialist, the Insurance Carrier and Program Administrator. Safety Solutions also sought to empower all levels of management by offering safety training to the project managers and inspectors to provide them with the essential tools to be part of the ROCIP Safety Team. This provides the necessary information, backing, and empowerment that the project management team needs to take ownership of safety and make them a part of the solution. This not only provides a valuable resource for the Construction Safety Manager but allowed the project managers and inspectors a greater freedom to enforce safety on their respective jobs.
5. Safety Solutions, Inc. has addressed the safety concerns for crane operations in the existing ROCIP Safety Manual by incorporating the requirements of the new Federal Crane Standard. The ROCIP Safety Manual requires all crane operators to be certified by the National Commission for the Certification of Crane Operators (or equivalent)-the only organization recognized by the Department of Labor-OSHA. Additionally, the safety manual addresses blocking and cribbing of outriggers and requires qualified persons for all rigging and flagging on cranes. As to scaffolding operations, the safety program addresses this effectively and through proper management will continue to achieve satisfactory results.

Part IV. Statistical Reporting and Computer Capability

1. A monthly ROCP Incident/Injury Report will be prepared indicating data by project for both the current month and year-to-date. The information will include:

Number of Work Hours

Number of Lost Workday Cases

Number of Workdays Lost

Lost Time Injury Rate

Total Recordable Case Rate

National Average for Heavy Construction

Attachment #2 – Sample Spreadsheet for Reporting

2. The Lost Time Injury Rate factor is calculated by the number of lost time injuries - times 200,000 - divided by the total man hours.

The Total Recordable Case Rate is calculated by the number of recordable cases - times 200,000 - divided by the total man hours.

Additional safety statistics calculate Days Away Restricted Transfer (DART) and compare with other contractors within their industry.

Leading indicators – safety auditing and collection of this data – can provide an indicator to anticipate potential losses.

3. Data will be collected electronically from the general contractors and the Construction Safety Manager will coordinate with the insurance carrier for additional statistical information. The information collected is total man-hours, incidents, injuries and the severity of the injuries. Additional information from audits is collected to provide “leading indicator or predictive solutions” information. This information is compiled in Excel Worksheet and includes all the information provided on Attachment 3 and can be imported into Windows and can be converted to a comma-delimited or a csv file.
4. Safety Solutions will revise and update the safety manual based on changes in federal, state and local laws and best industry practices prior to the commencement of the first project.

Attachment #3 – Outline of General Contractors Safety Personnel

Part V. Program Management Structure

The Construction Safety Manager reports directly to the ROCIP Program Manager but works very closely with the ROCIP Safety Specialist to develop inspection schedules, attend pre-bid and pre-construction meetings, and provide additional safety support to ensure the success of the program. The Construction Safety Manager will also work in conjunction with the Program Administrator to assist in incident reporting, potential claims, and tracking of statistical data.

Attachment #4 - Organization Chart

Part VI. Prior Experience

Safety Solutions, Inc. has provided Construction Safety Management services for the ROCIP III, IV, and V programs on behalf of the City of Austin. Safety Solutions, Inc. acts as safety manager, consultant, and coordinator for numerous owners, contractors, and projects in the central Texas area. Safety Solutions also provides services to other municipalities to develop and manage their employee safety programs.

See Attachment #D

Part VII. Personnel

Attachment #5 – Jaime Orina Resume*

Attachment #6 – Jann Orina Resume*

*See Attachment E for each

Part VIII. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

Safety Solutions, Inc. certifies that no officer or stockholder is an employee of the City of Austin or an employee of an elected official and is not related to either of these. Safety Solutions, Inc. has no actual or potential conflicts of interest regarding this solicitation. Safety Solutions, Inc., all of its officers, owners, agents, representatives, sub-consultants, employees, or parties of interest will comply with all of the requirements of the Request for Proposal for Solicitation No. JSD0134.

Notarized form attached.

Part IX. Proposal Acceptance Period

This proposal is valid for a period of one hundred and twenty days (120) from the RFP Closing date which is 3/1/2013.

Part X. Proprietary Information

All information contained in this proposal is non-proprietary with the exception of the Financial Statement.

Part XI. Authorized Negotiator

The following person within the organization of Safety Solutions, Inc. is authorized to negotiate contract terms and render binding decisions on contract matters:

Jaime Orina

Phone: 512-288-7157

Fax: 512-288-7168

Cell: 512-423-0028

Part XII. Cost Proposal

The fees listed in the attached are based on the current scope of work outlined in the ROCIP VI solicitation. The cost proposal includes the tasks and services outline in the RFP Solicitation No. JSD0134.

The results of this Contract will be increased profitability for the City of Austin's Rolling Controlled Insurance Program and an overall increase in safety awareness for the City of Austin and contractors participating in the ROCIP Program. Additionally the employee's of the various contractors for these projects will enjoy a work environment free from recognized safety hazards. The evaluation of this program will be to compare it to previous City ROCIP Programs and other Owner Controlled Insurance Programs.

See Attachment #F

Conclusions

Safety Solutions, Inc. has served as Construction Safety Manager for the ROCIP III, IV, and V programs. In the course of these programs we have developed an outstanding working relationship with the City as well as the local and state-wide contractor base. Through these relationships we have assisted the contractors in improving their safety programs and their relationship with the City. In addition, Safety Solutions, Inc. has worked with many of these contractors outside of the ROCIP program and has a relationship dating back as many as twenty years. As Vice President of Safety Solutions, Inc., Jaime Orina has some thirty years working in the construction and safety arena. This experience gives us an understanding of means and methods used in construction which allows us to provide practical feedback on safety issues during the normal course of a project, ensuring profitability and a timely completion of the project with minimal safety exposure.

Safety Solutions, Inc. has the desire and capability to improve and build upon what we have accomplished in the previous programs. We have a management team with the

experience necessary to create a safety culture with our contractors and their employees.

Since the beginning of our relationship Safety Solutions, Inc. has worked diligently with contractors, project managers, inspectors, and city management to foster a team approach for safety. This team approach has produced a safety culture that has become part of every construction project the City awards. Thus, the Total Team Management Concept that was introduced at the inception of ROCIP III has bore fruit. It is the intention of Safety Solutions, Inc. to continue to assist the contractors in improving their safety programs and their relationship with the City and to encourage all participants in the program to continue to develop a safety culture that places value on the human person and to make safety a "team effort".

Attachments

- #1 – Proprietary Financial Statement
- #2 – Sample Reporting Spreadsheet
- #3 – Outline of General Contractors Safety Personnel Requirements
- #4 – Organizational Chart
- #D – Construction Safety Management References
- #5 – Jaime Orina Resume
- #6 - Jann Orina Resume
- #E – Safety Management Personnel Qualification Questionnaire (2)
- #F – Fee Proposal
- Proposal Preparation Instructions and Evaluation Factors
- Local Business Presence Identification Form
- Reference Sheet
- Equal Employment/Fair Housing Office Non-Discrimination Certification

City of Austin ROCIP VI CSM

- Non-Suspension or Debarment Certification
- Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit
- Living Wages and Benefits Contractor Certification
- Living Wages and Benefits Employee Certification
- Nonresident Bidder Provisions
- Minority and Women Owned Business Enterprise – No Goals Form
- Addendum #1
- Bid Bond

[illegible]

Attachment # 3

Project Safety Requirements

A Safety Supervisor is required on all projects from 0-5 million dollars

A Safety Superintendent is required on all projects from 5-15 million dollars.

A Safety Manager is required on all projects greater than 15 million dollars. When the total man-hours exceed fifty thousand per month, an additional Safety Supervisor will be added. When the total man-hours exceed one hundred thousand per month, an additional Safety Superintendent will be added.

Qualifications for the Contractor's Safety Personnel

All General Contractors performing work on any project will have on-site safety staffing, as defined in the contract, whose primary responsibility shall be safety. The designated safety personnel shall meet the criteria below:

Contractor's Safety Manager

A full-time safety professional with a minimum of ten years experience managing safety programs on large construction projects comparable in scope and complexity. He will direct the safety efforts of Safety Superintendents and Supervisors. The Safety Manager will report to the Contractor's Project Manager.

Contractor's Safety Superintendent

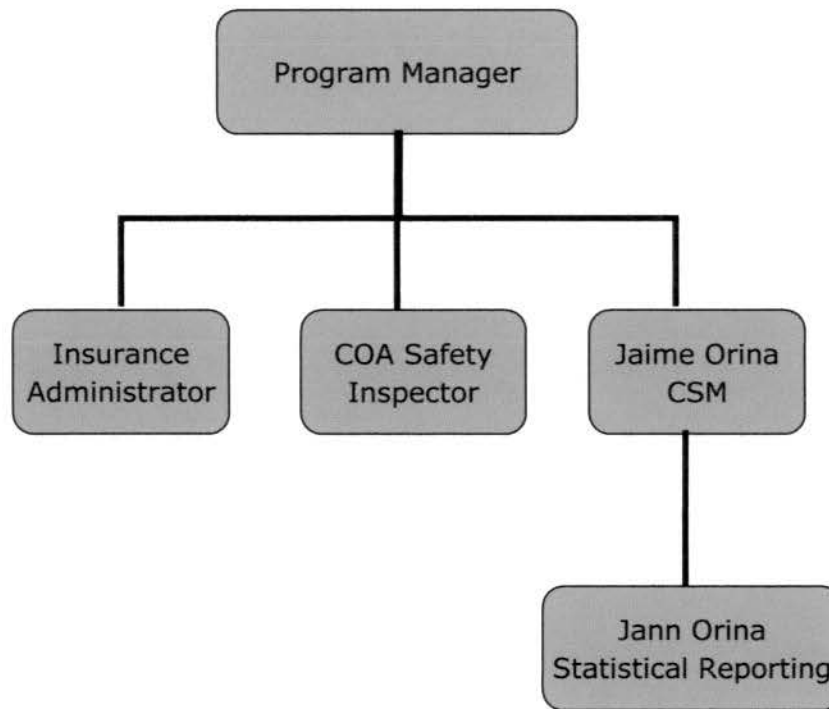
A full-time safety professional employed by the Contractor to manage the Contractor's safety efforts. Candidate will have a minimum two (2) years hands-on heavy construction safety experience. Five years heavy construction experience may be substituted for each year of safety experience. The Safety Superintendent shall have a minimum of an OSHA 30 hour course and courses specific to the project (trench safety, confined spaces, scaffolding, tunneling, etc.) The Safety Superintendent will report to the Contractor's Project Manager.

Contractor's Safety Supervisor

A Contractor's employee separate from the Contractor's Superintendent hired to perform various tasks, including safety and other related duties, such as traffic control, utility coordination, etc. The Safety Supervisor shall have a minimum of an OSHA 30 hour course and courses specific to the project (trench safety, confined spaces, scaffolding, etc.) The Safety Supervisor will report to the Contractor's Project Manager.

Attachment #4

City of Austin ROCIP V Leadership Chart



The Construction Safety Manager (CSM) reports directly to the ROCIP Program Manager.

The CSM works in conjunction with the ROCIP Safety Inspector to develop inspection schedules, pre-bid, and pre-construction meetings and any additional safety support to ensure the success of the program.

The CSM will also work in conjunction with the Program Administrator to assist in incident reporting, potential claims, and comparing of statistical data.

Attachment #5

Jaime Orina, CHSO, WSO-CSM/RSD/CST.

With over 30 years in the construction industry Jaime has hands-on expertise in the areas of safety compliance, assessment of operators, training and education, writing and implementing Safety Programs, writing and implementing Policy & Procedure Manuals, Job-Site and facility Safety Audits, and Safety Meetings. Safety Solutions, Inc also utilizes an extensive network of Professional Consultants for Certified Training, Leadership, and Construction Management, etc. Jaime Orina is a Certified Safety and Health Official, Texas A&M University (TEEX) - Certified with the World Safety Organization as a Certified Safety Manager, Registered Safety Director (RSD) and Certified Safety Technician (CST).

EXPERIENCE:

- **01/11 – present – City of Austin - ROCIP V**

- Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program. Responsibilities include managing all aspects of safety for the program, reviewing contractor's safety programs, identifying deficiencies, and establish compliance with the City's ROCIP Safety Manual. Additional, coordinate and provide routine jobsite audits to ensure contractor compliance, produce reports to measure compliance and success of the program, assist and advises the City, project management, site inspectors, and contractors on safety matters.

- **9/06 – 9/11 – City of Austin - ROCIP IV**

Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program. Responsibilities include reviewing of the general contractors written safety program to identify any deficiencies and to establish a timeline for compliance with the City's ROCIP Safety Manual, jobsite audits to ensure that all contractors comply with contract safety provisions, produce reports to measure compliance and success of the program, assist and advises the client, project manager, site inspectors, and contractors on safety matters.

- **9/02 – 9/07 – City of Austin - ROCIP III**

Provide Construction Safety Management to the City of Austin's Rolling Owner Controlled Insurance Program. Responsibilities include developing the City Of Austin's ROCIP Safety Manual, review the general contractors written safety program to identify any deficiencies and to establish a timeline for compliance with the City's ROCIP Safety Manual, jobsite audits to ensure compliance with the same, reports to measure compliance and success of the program, and to provide safety consultation to the City of Austin and the contractor base and through this process develop a safety culture with the City's ROCIP safety team and the contractors working within this program.

- **2/06 – present – City of Daytona Beach, Florida**

Provide Safety Management services to the City of Daytona Beach. Responsibilities include developing the City's employee safety manual, develop and implement a training curriculum for all employees of the city, provide safety audits of all facilities throughout the city, and to establish a safety culture among the city's employees.

- **11/1998 – Present – Safety Solutions, Inc.**

Responsibilities include providing safety consulting services to contractors and general industry clients throughout Texas and beyond. Duties encompass all aspects of safety management, inspections, facility inspections, accident/incident investigations, job hazard analysis, written safety programs, and training for some 50 clients and providing ongoing services with many of these clients.

- May, 1998 to November, 1998
H&M Specialized Carriers – Safety Director and Assistant Manager
- 18 Years in the Transportation/Construction Industry.

Designations:

Certified Safety and Health Official (CSHO)
OSHA Training Institute/Texas A&M (TEEX)
World Safety Organization, Inc
Certified Safety Manager (CSM)
Registered Safety Director (RSD)
Certified Safety Technician (CST)
Train-The-Trainer-General Industry
Train-The-Trainer-Construction
Certified MSHA Instructor

EDUCATION:

AA Business Management, Columbia Southern University.
United States Marine Corps 1978-1981

Attachment #6

JANNICE B. ORINA - Owner – Safety Solutions

EXPERIENCE:

11/1998 – Present - Safety Solutions, Inc.

A Safety Management Company

Day-to-day management and oversight of Safety Solutions' business. This includes billings, accounts receivables, accounts payables, payroll, tax reporting, production of safety manuals, policy and procedure manuals, scheduling, preparation of cards and certificates, interfacing with contractors for monthly reporting, completion of inspections and safety rating forms.

3/99 – 6/00 - WorkSafe, Inc.

Safety Company

Position: Director of Production/Human Resources

WorkSafe, Inc. A Safety Compliance Company. Manage the entire WorkSafe operation, which entailed all aspects of monitoring sales staff, purchasing, assembly and production of Safety and Human Resource Manuals, coordinating the training for CPR, Forklift, Confined Space, etc.

7/95 – 3/99 - CROP GROWERS SOFTWARE/FIREMAN'S FUND AGRIBUSINESS

Writes, maintains, and supports software that caters to the agricultural industry

Position: Assistant Manager of Administration

This position entailed a wide array of duties including, but not limited to, hiring, firing, accounts payable, accounts receivable, in-house checkbook, managing office personnel (37), posting payroll via modem, monitors all materials, expense reimbursements, benefits coordinator, software/hardware requests, inventory log, budgets, tracking vacation/sick/personal time, correspondence for entire staff, travel arrangements for entire staff. MAJOR PROJECT: 12-month project to secure a new office space, involved inspecting 15 different office buildings, office configuration, lease negotiations, build-out negotiations, bidding-out the move and the ultimate move into the new facility.

5/92 – 7/95 - CJC HOLDINGS/ARTCARVED CLASS RINGS

Jewelry Design of Bridal, School, and Professional Rings

Position: Administrative Assistant/Office Manager

Responsible for tracking the production revenue of 40 sales staff located throughout the United States, tracking 85 part-time associates, spreadsheets indicating percentages of sales, profit, loss vs. previous years numbers. Handled all posting of sales breakdowns, i.e., gold, silver, gems, etc. Distributed weekly and reported to the Vice President and President. All correspondence for entire sales department. Responsible for coordinating semi-annual sales meeting from securing the location to preparation of 120 hand-out sales books. Prepared bid packages to various universities. Also worked for the President in charge of the Bridal Division. MAJOR PROJECT: 6-month project of totally rewriting the Instruction Manual for the College Sales Division.

11/91 – 5/92 - KLINE COMPANY – NO LONGER IN BUSINESS

Commercial Real Estate Appraisal Firm

Start-up of new company from securing new office space, staffing, purchasing equipment, creating the record-keeping for tracking revenue-producing products, accounts receivable, accounts payable, working with the owners in New York via modem to update the work flow and the profitability. Responsible for preparation of commercial real estate appraisals which included mounting photos, binding, etc.

6/90 – 11/91 - KOEPPPEL, TENER, RIGUARDI, INC.

Commercial Real Estate Appraisal Firm
Position: Office Manager

Start-up of new company from securing new office space, staffing, purchasing equipment, creating the record-keeping for tracking revenue-producing products, accounts receivable, accounts payable, working with the owners in New York via modem to update the work flow and the profitability. Responsible for preparation of commercial real estate appraisals which included mounting photos, binding, etc.

1/88 – 6/90 - MULTIPLES/A DIVISION OF JERELL, INC. – NO LONGER IN BUSINESS

The Design, Manufacturer, and Marketing of Women's Clothing
Position: Office Manager

Reported directly to the President, responsible for a staff of 24 sales people, handled all aspects of advertising and promotion of apparel sales. Communicated daily with upper management in department stores the sales volume for reporting procedures. MAJOR PROJECT: Created a data base of 2400 department stores with each CEO, President, General Manager, Buyer, etc., for mail outs. This was a 6-month project.

1/80 – 11/87 CENTRE DEVELOPMENT CO., INC. – NO LONGER IN BUSINESS

Commercial Real Estate Development
Position: Executive Assistant

Assisted the co-owner in charge of the Land Division. Prepare proposals for construction of utilities within large subdivisions. Maintained spreadsheets with profit and loss for each job. Assisted in the Property Management of several shopping centers.

CERTIFICATIONS:

Certified DBE
Certified WBE
Certified WMBE
Certified SBE in compliance with 49 CFR Part 26 and SCTRCA Standards
Certified HUB

EDUCATION:

Del Mar College, Corpus Christi, Texas
Eastfield College, Mesquite, Texas
Centre High School, Lost Springs, Kansas

SEMINARS:

Supervisory Skills for Women Supervisors
Managing Multiple Priorities
How to be a Successful Supervisor
Hiring & Firing Within the Law
Interpersonal Communication Skills
Fundamentals of Effective Project Management

City of Austin
Construction Safety Management Services
Solicitation RFP JSD0134
Fee Proposal
Attachment F

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost for Revisions of Contract Documents and Safety Manual	\$0.00				
Estimated Hours/Year	168	691	836	604	375
Hourly Rate	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr	\$125.00/hr
Subtotal					
CMS Fees**	\$0.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Amount	\$21,000.00	\$91,375.00	\$114,500.00	\$85,500.00	\$56,875.00
Charges for review services for alternative methods of procurement***	32 hrs@ \$125.00/hr	32 hrs@ \$125.00/hr	32 hrs@ \$125.00/hr	32 hrs@ \$125.00/hr	\$0.00

** CMS Costs include: E & O Insurance, General Liability, Auto Liability, Payment Bonds etc.

There is no charge for year one and 1/2 cost for year two because this is provided under Safety Solutions current contract.

*** Estimated Discretionary Services man-hours: May include assisting the City of Austin with future contract documents, assist in the selection process of CM@R and Design Build Contractors for large City of Austin projects, any additional projects, assist the City of Austin in reviewing contractors safety submittals on other projects, or any other construction safety related issues.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER:JSD0134**

If you are selected to provide the City's ROCIP construction safety management services, the RFP and your responses to the RFP will be incorporated into the resulting contract.

PROPOSAL FORMAT

ALL FIRMS SUBMITTING A PROPOSAL MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED BELOW IN THE ORDER PRESENTED.

Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The Executive Summary should also indicate if any services are being provided by subcontractors. If so, subcontractors should be introduced and the scope of subcontractor services being provided should be explained. The proposal itself shall be organized in the following format and informational sequence:

A. Part I -Business Organization:

State full name and address of your organization and identify parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Provide a copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization. If a joint venture is proposed, submit current financial information for each partner.

B. Part II – Construction Safety Management System Concept and Solution:

1. Discuss how owners or general contractors structure their construction safety programs in order to create an effective, seamless safety system that establishes accountability and emphasizes worker safety.
2. If your firm were asked to conduct an assessment of a General Contractor's safety program, what key program elements would you include in a safety program assessment? Explain why these elements were selected and their importance in the operation of a successful construction safety management program.
3. With regard to the elements that were identified above, explain the methodology used in evaluating each element and provide samples of any information gathering instruments used in conjunction with the evaluation of each element of the program.
4. Indicate a timeline for completion of an assessment of a General Contractor's safety program. Can any of the assessment elements be evaluated before construction operations have begun? Explain.
5. With regard to the elements that were identified above, what type of scoring system would your firm utilize for each element so that areas of deficiency can be identified?

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6. Describe disciplinary actions that have been effective in other programs that have been taken against contractors for safety violations. Explain how these actions were incorporated in contract documents and communicated to the contractors. **Attachment C** provides an example of the Disciplinary Actions currently in place for the City.
7. The industry tends to focus on lagging indicators due to the necessity of creating statistics and trends. However, to ensure a safe work place it is also important to review leading indicators in an effort to avoid claims. Identify the leading indicators you recommend using for this program and explain how you would encourage the contracting community to implement a program using these indicators in their daily operations.

C. Part III – Program Management:

1. Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
2. Based upon the project information provided in **Attachment B** explain your methodology of coordinating efforts of the administrator, City and insurance carrier to monitor the projects in this program. This should include the sharing of information and practices used to monitor problem areas including reported hours worked, enrollment of subs, etc.
3. Provide a summary of your basic approach to contractors regarding the implementation of a safety program.
4. The City has had as many as 37 projects under construction at one time. Describe the methodology you would use to leverage resources in the management of this program.
5. What special provisions, if any, would you recommend to address the current national safety concerns related to crane and scaffolding operations?

D. Part IV – Statistical Reporting and Computer Capability:

1. The Construction Safety Management firm is required to prepare a monthly ROCIP Injury Report for the City. Attach a blinded copy of a similar type report prepared by your firm for a client.
2. For each of the following, illustrate the formula associated with the rate and explain whether or not the statistical indicator is an important one in analyzing injury and accident data: 1) Lost Time Injury Rate 2) Total Recordable Case Rate. Are there other safety statistics that may be better safety indicators on construction sites? If so, what are they and what would you recommend benchmarking this data against?
3. Describe the automated data collection capabilities available at your office. Provide detail with regard to the exact types of safety statistical information that your system can track. Provide an example of the tracking capabilities of your system and samples of all standard

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER:JSD0134

reports which can be provided by your current system. Can this data be imported to Windows (which is used by the City)?

4. The Construction Safety Management firm is required to review the Safety Manual for possible revisions. It is our desire that any major revisions be in place before the first projects are enrolled in the program. Please provide a sample written provision delineating the qualifications of the general contractor's safety personnel.

E. Part V – Program Management Structure: Provide a general explanation and chart which specifies program leadership and reporting responsibilities; and interface the team with City program management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each contractor.

F. Part VI – Prior Experience

1. Submit evidence of your firm's experience in providing construction safety management services for other entities with large public utility or building construction projects comparable to the City's. Complete **Attachment D**. Preference will be given to firms with applicable similar experience.

G. Part VII- Personnel

1. Provide resumes of the principal and all key personnel responsible for operating a successful program. Complete **Attachment E** for each individual within your organization participating in the program. *If individuals have not been selected, please complete **Attachment E** indicating the minimum qualifications that would be required to fill the vacant position.*
2. Provide a general explanation which specifies the responsibilities or functions of any subcontractors proposed, and provide a resume or professional qualification and related educational background of all subconsultants, if any, who will be participating with your firm on this account.

H. Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or

**CITY OF AUSTIN
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in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.

- (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.
- (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

- I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

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SOLICITATION NUMBER:JSD0134**

L Part XII – Cost Proposal:

1. Proposers must provide the best possible pricing structure for the services described in the scope of work outlined in this RFP. In the past the pricing structure was based upon total hours at a cost per hour to arrive at the Total Not To Exceed Fixed Fee cost. The City anticipates a fee model such as a minimum cost per year based upon a designated minimum construction value with charges incurred over the minimum at a rate per million in construction or a rate per thousand of payroll or a rate per construction project. The City will consider any payment model that you want us to review.
2. A "not to exceed" fixed fee is required for the scope of work outlined in this RFP. Payment is anticipated to be made monthly and your proposed fees must be supported with sufficient information to allow the City to evaluate whether the total cost is reasonable. Fees should be indicated on an annual basis for the anticipated 5 year contract term and \$450 Million in construction.
3. The City will retain 10 percent of the total invoice amount. Retainage will be paid upon achievement of performance as outlined in the contract that shall be signed with the selected firm. The City will negotiate specific performance measures with the selected firm before the contract is signed. The release of the retainage is anticipated to occur annually and will be dependent upon successfully meeting the stipulated performance measures. The Contractor's invoice shall indicate the amount due, less the retainage. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
4. The period of time over which the fees will be paid will be negotiated. Even if the fee ends at a specific point in time, safety services must continue until the applicable ROCIP program has no construction activities and the City no longer deems services necessary.
5. Indicate any discretionary services outlined in your proposal that are not included in your fees. In addition, indicate the method for determining the cost of any additional or supplemental services.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

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4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

Each proposal will be evaluated in the areas described below. Criteria for evaluation are:

- a. **30 points Program Concept**: Including detailed understanding of construction safety management programs, key safety program assessment elements and evaluation, tools and assessment methodologies and timelines for completion, safety incentive program structure.
- b. **25 points Experience**: of the firm, office, individuals and team including experience on other large building and utility construction projects and public sector projects.
- c. **25 points Fees**: reasonable costs for services requested in the Scope of Work. Lowest cost proposal receives maximum points; percentage rations formula for remaining proposal.
- d. **10 points Statistical Reporting and Computer Capability**: Proposed database capabilities, custom and standard safety statistical reporting capabilities, ability to transfer information to City system, software capabilities of firm and service office.
- e. **10 Points Local Business Presence**

The City reserves the right to hold presentations. If presentations are held, than a maximum of 25 additional points shall be added to the matrix for those firms requested to make presentations.

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	SAFETY SOLUTIONS, INC.					
Physical Address	26 LONG CREEK RD, AUSTIN, TX 78737					
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

Vice President

Title

2/25/13

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number: JSD0134

Offeror's Name Safety Solutions, Inc.

Date Feb 25, 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		
Name of Contact	Carol Vance	Contact Title	Senior Risk Analyst
Present Address	505 Barton Springs Rd.		
City	Austin	State	Texas Zip Code 78704
Telephone Number	(512) 974-3264	FAX Number	(512) 974-3411
Email Address	Carol.Vance@austintexas.gov		

Company's Name	C. C. Carlton		
Name of Contact	Heath Haney	Contact Title	General Superintendent
Present Address	6207 Bee Caves Rd.		
City	Austin	State	Texas Zip Code 78746
Telephone Number	(512) 373-0085	FAX Number	(512) 476-4286
Email Address	hhaney@cccarterton.com		

Company's Name	Bailey-Elliott Construction		
Name of Contact	Scott Wilson/Keith Poole	Contact Title	President/Vice President
Present Address	8320 Bee Caves Rd. #200		
City	Austin	State	Texas Zip Code 78746
Telephone Number	(512) 327-3951	FAX Number	(512) 327-3952
Email Address	swilson@baileyelliott.com/kpoole@baileyelliott.com		

Company's Name	HEB		
Name of Contact	Josie Trevino	Contact Title	Risk Solutions Safety Manager
Present Address	P.O. Box 5997		
City	San Antonio	State	Texas Zip Code 78201
Telephone Number	(210) 875-0579	FAX Number	(210) 938-4944
Email Address	trevino.josie@heb.com		

Company's Name	Smithers Merchant Builders Ltd.		
Name of Contact	Doak Schuelke	Contact Title	Senior Project Manager
Present Address	21726 Hardy Oak		
City	San Antonio	State	Texas Zip Code 78258
Telephone Number	(210) 479-2500	FAX Number	(210) 479-2507
Email Address	dschuelke@smithersconstruction.com		

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

SOLICITATION NO JSD0134

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 25th day of FEBRUARY, 2013.

CONTRACTOR

Safety Solutions, Inc.

Authorized Signature



Title


Vice President

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. JSD0134

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;">Safety Solutions, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px;">Feb 25, 2013</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Jaime Orina</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Vice President</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0134
FOR

ROCIP VI - Construction Safety Manager

State of Texas

County of Travis

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

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

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

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

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

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


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

If the Offeror cannot affirmatively swear and subscribe to the 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:	<div style="border: 1px solid black; padding: 2px;">Safety Solutions, Inc.</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Jaime Orina</div>
Title:	<div style="border: 1px solid black; padding: 2px;">Vice President</div>



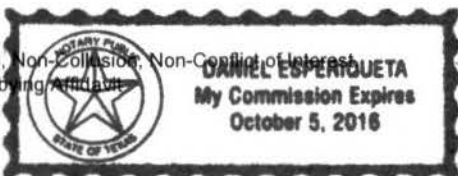
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 26 day of February, 2013.



Notary Public

My Commission Expires October 5, 2016



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

SOLICITATION NO. JSD0134

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:	Safety Solutions, Inc.		
Signature of Officer or Authorized Representative:		Date:	Feb 25, 2013
Printed Name:	Jaime Orina		
Title:	Vice President		


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

Contract Number:	
Description of Services:	ROCIP VI - Construction Safety Manager
Contractor Name:	Safety Solutions, Inc.

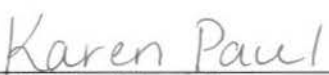
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees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

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

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

Employee's Title:	Vice President		
Signature of Employee:		Date:	Feb 25, 2013
Employee's Printed Name:	Jaime Orina		


(Witness Signature)



(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. JSD0134

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

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

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

Bidder's Name:	<div style="border: 1px solid black; min-height: 20px;">Safety Solutions, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">Feb 25, 2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Jaime Orina</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">Vice President</div>		

**Attachment A
ROCIP VI CSM
RFP JSD0134**

**Revised
2/5/2013**

ROCIP V Project Schedule (By Risk #)

Count	Project Name	Risk #	CIP Number	Sponsor Dept	Mang. Dept	Project Manager	Constr Value	Council Approval	Est Start Date	Est End Date
	Lady Bird Lake/East 4th Steet Storm Drain Imp	1	8602-6307-6833	Watershed	PW	John Wepryk	\$5,488,396	2/4/2010	Apr-10	May-11
	NW Recreation Center	2	8603-8607-6304	PW	PW	Burton Jones	\$2,355,600	2/25/2010	May-10	Mar-11
	Loop 360 Water Imp - Allen Road Pump Station Project	3	3920-2207-2086	WWW	PW	Larry Mendez	\$4,609,981	2/25/2010	Mar-10	Mar-11
	South IH-35 WWI Imp Program Segment 1 - Slaughter Lane to Slaughter Creek 36"	4	3960-2207-6213	WWW	WW	Philip Jaeger	\$2,116,403	2/25/2010	May-10	Jul-11
	Animal Services Center	5	8607-9107-0050	PW	PW	Kalpana Sutaria	\$11,635,000	3/11/2010	May-10	Aug-11
	Loop 360 Water Imp - Barclay Drive Pump Station Project	6	3920-2207-2083	WWW	PW	Larry Mendez	\$3,657,283	1/28/2010	Apr-10	Apr-11
	Northern Walnut Creek Trail	7	8720 8607 8201	PARD	PW	Chris Dry	\$3,044,286	11/19/2009	Mar-10	Mar-11
	Water Treatment Plant #4 (CMR) Amendment #1	8a					this was a contract for equip no payroll exists			
	Water Treatment Plant #4 (CMR) Amendment #2	8a	3960-2207-7177	WWW	PW	Stacie Long	\$22,808,997	6/10/2010		Feb-15
	Water Treatment Plant #4 (CMR) Amendment #2	8b	3960-2207-7177	WWW	PW	Stacie Long	\$299,758,773	11/18/2010		Feb-15
	Water Treatment Plant #4 (CMR) Amendment #2	8c	3960-2207-7177	WWW	PW	Stacie Long	\$22,422,968	11/18/2010		Feb-15

ROCIP V Project Schedule (By Risk #)

Attachment A
ROCIP VI CSM
RFP JSD0134

Revised
2/5/2013

Count	Project Name	Risk #	CIP Number	Sponsor Dept	Mang. Dept	Project Manager	Constr Value	Council Approval	Est Start Date	Est End Date
	South IH-35 WWI Imp Program Segment 2/5 - Slaughter and Onion Creek Crossings 36"	9	3960-2207-6209	WWW	PW	Jon Thompson	\$5,985,534	3/11/2010	Apr-10	Apr-11
	South IH-35 WWW Infrastructure Seg 9.1 42" WM	10	3960-2207-6206	WWW	PW	Jon Thompson	\$2,145,021	4/29/2010	Jul-10	Sep-11
	South IH-35 WWIP Seg 9	11	3960-2207-6205	WWW	PW	Brenda Baker	\$1,542,054	4/22/2010	Jul-10	Dec-10
	South IH-35 WWW Infrastructure Seg 20.1 & 21 William Cannon from McKinney Falls to Pilot Knob 48" WM	12	3960-2207-6208	WWW	PW	George Jackson	\$2,295,724	4/29/2010	Jul-10	Dec-10
	South IH-35 WWIP Seg 11/12 - So. Pleasant Valley Extension at Legends Way 42" Water Main	13	3960-2207-6214	WWW	PW	Philip Jaeger	\$1,320,233	4/29/2010	Aug-10	Feb-11
	South IH-35 Onion Creek Golf Course Interceptor, So. Tunnel	14	4570-2307-8414	WWW	PW	Tony Lopez	\$7,833,851	5/27/2010	Sep-10	Apr-10
	AE System Control Center (CMR) method approved Amendment 1	15 A	3310-1107-5802-6324	AE	AE	Laura Lee Franks	\$2,093,490	4/7/2011	Apr-11	Apr-12
	AE System Control Center (CMR) method approved Amendment 2	15 B	3310-1107-5802-6324	AE	AE	Laura Lee Franks	\$58,152,220	5/26/2011	Apr-11	Apr-12

<div> <div>Attachment A</div> <div>ROCIP VI CSM</div> <div>RFP JSD0134</div> </div>									Revised
ROCIP V Project Schedule (By Risk #)									2/5/2013
Project Name	Risk	CIP Number	Sponsor	Mang.	Project	Constr	Council	Est	Est End
Count	#		Dept	Dept	Manager	Value	Approval	Start	Date
So. IH 35 W/WW Infrastructure Imp Program Segment 17/18/19 - Slaughter Lane Extension to Thaxton Road	16	3960-2207-6202	WWW	PW	Jon Thompson	\$2,494,275	6/24/2010	Sep-10	Mar-11
So. IH 35 W/WW Infrastructure Imp Program Segment 17/18/19 - Onion Creek WW Tie-In Line	17	4570-2307-8416	WWW	PW	Tony Lopez	\$1,595,614	6/24/2010	Sep-10	Mar-11
So IH 35 W/WW Program - Onion Creek WW Interceptor - Rinard to Slaughter Lane	18	4570-2307-8414	WWW	PW	Tony Lopez	\$10,480,000	8/19/2010	Oct-10	Jun-12
So IH35 WWW Imp Program - Pilot Knob Pump Station	19	3960-2207-7224	WWW	PW	Jim Steed	\$6,890,000	8/26/2010	Nov-10	Aug-12
So IH 35 W/WW Program - Segment 10 - Bradshaw Road So of Plantation Drive	20	3960-2207-6215	WWW	PW	Phillip Jaeger	\$1,478,630	8/26/2010	Oct-10	May-11
Wildhorse Ranch North Interceptor Extension No. of Hwy 290	21	4570-2307-8025	WWW	PW	John Wepryk	\$2,691,361	9/23/2010	Nov-10	Aug-11
Waller Creek Tunnel Proj. - Waller Beach Site Parks & Rec Dept Boat Facility	22	4971-6307-7203	PARD	PW	Gary Jackson	\$3,210,500	9/23/2010	Nov-10	Jan-12
West Campus WW Imp. - Area 5	23	See below	WWW	PW	George Jackson	\$3,930,772	9/23/2010	Jan-11	Feb-12
Shoal Creek Allandale Storm Drain Improvements	24	8602-6307-6840	Watershed	PW	Tony Krauss	\$5,496,960	10/28/2010	Jan-11	Jan-12

ROCIP V Project Schedule (By Risk #)

Attachment A
ROCIP VI CSM
RFP JSD0134

Revised
2/5/2013

Count	Project Name	Risk #	CIP Number	Sponsor Dept	Mang. Dept	Project Manager	Constr Value	Council Approval	Est Start Date	Est End Date
	Anderson Mill/RR 620 Transmission Main Northwest Zone C36	25	3960-2207-7231	WWW	PW	Richard Duane	\$2,670,354	12/16/2010	Jan-11	Jul-11
	Shoal Creek - Rosedale Storm Drain Improvements Ph 2	26	See below	WWW	PW	John Wepryk	\$4,785,778	12/16/2010	Feb-11	May-12
	William Cannon Bridge over Onion Creek Phase 2	27	8071-6207-9051	Austin Trans. Dept	PW	Yuejiao Liu	\$2,284,844	2/17/2011	Apr-11	May-12
	Anderson Mill Estates Services to Annexed Areas Phase 1	28	See below	WWW	PW	Connie Smith	\$4,077,450	2/17/2011	Apr-11	Dec-11
	Central Business District Alleys Water & Wastewater Rehab	29	3960-2207-2076	WWW	PW	Tony Krauss	Deleted	4/21/2011		
	West 34th Street Reconstruction and Utility Adjustment Proj from Shoal Creek Bridge to West Avenue	30	See below	WWW	PW	Rohini Kumarage	\$3,160,860	4/28/2011	Jun-11	Jun-12
	Airport at Chesterfield Wastewater Improvemements	31	4480-2307-8437	WWW	PW	Connie Smith	\$5,832,036	5/26/2011	Aug-11	Feb-13
	North Acres WWW Imp	32	See below	WWW	PW	Connie Smith	\$2,074,639	7/28/2011	Sep-11	Sep-12
	Pleasant Valley Road Extension from St. Elmo to Button Bend	33	8071-6207-9062	Transp	PW	Tony Lopez	\$3,654,870	8/18/2011	Oct-11	Nov-12
	Little Shoal Creek Realignment and Utility Relocation Phase I	34	See below	See below	PW	Randy Harvey	\$4,774,017	8/18/2011	Oct-11	Jan-13
	Main to Montopolis Reclaimed Water Main	35	3960-2207-6453	WWW	PW	Imane Mrini	\$4,993,324	8/18/2011	Oct-11	Nov-12
	Waller Creek Tunnel Proj. - Inlet at Waterloo Park	36	4972-6307-3903	Watershed	PW	Gary Jackson	\$27,825,000	10/20/2011	Nov-11	Mar-15
	East Bouldin Creek Euclid-Wilson Storm Drain Imp.	37	8602-6307-6837	Watershed	PW	Tony Krauss	\$5,632,346	11/3/2011		

ROCIP V Project Schedule (By Risk #)	Attachment A ROCIP VI CSM RFP JSD0134	Revised 2/5/2013
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Project Name	Risk #	CIP Number	Sponsor Dept	Mang. Dept	Project Manager	Constr Value	Council Approval	Est Start Date	Est End Date
Bartholomew Muni Pool, West Enfield Neighborhood Pool & Deep Eddy - DB	38a	8603-8607-6428	PARD	PW	Robert Egan	\$1,987,165	11/10/2011	Dec-11	Apr-12
Bartholomew Muni Pool, West Enfield Neighborhood Pool & Deep Eddy - DB	38b	8603-8607-6428	PARD	PW	Robert Egan	\$4,962,835	3/22/2012		
Williamson Creek-Blarwood Storm Drain Imp	39	8602-6307-6836			Imane Mrini	\$5,485,443	1/26/2012	Apr-12	Jul-13
Asian American Resource Center - Design Build Proj.	40	8604-7407-0454	PARD	PW	David Taylor	\$4,300,000	3/1/2012	Jun-12	Apr-13
Northwest C Pump Station and Elevated Storage Tank Design/Build Proj.	41	3960-2207-7276	WWW	PW	Daniel Layton	\$8,184,000	4/26/2012	Jul-12	
Boardwalk Trail at Lady Bird Lake	42	8181-6207-8291	PARD	PW	David Taylor	\$20,682,324	5/24/2012	Aug-12	Feb-14
Harold Court East Regional Service Center Improvements	43	4800-1507-0605	Austin Resource Recovery	PW	Jules Parrish	\$4,795,831	12/6/2012	Feb-13	Feb-14
TOTAL VALUE						\$619,697,042			

DB = Design Build Contract
Project Added

CMR = Construction Manager at
Project Deleted

Projects With Multiple CIP #s

West Campus WW Imp. - Area 5	23	3960-2207-7538	WWW	PW	George Jackson	\$3,215,371			
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Attachment A
ROCIP VI CSM
RFP JSD0134

Revised
2/5/2013

ROCIP V Project Schedule (By Risk #)

Project Name	Risk	CIP Number	Sponsor	Mang.	Project	Constr	Council	Est	Est End
Count	#		Dept	Dept	Manager	Value	Approval	Start	Date
West Campus WW Imp. - Area 5	23	4480-2307-8738	WWW	PW	George Jackson	\$715,401			
Total						\$3,930,772			
Shoal Creek - Rosedale Storm Drain Improvements Ph 2	26	8602-6307-6832	WDP	PW	John Wepryk	\$4,513,841			
Shoal Creek - Rosedale Storm Drain Improvements Ph 3	26	4570-2307-8490	AWU	PW	John Wepryk	\$271,937			
Total						\$4,785,778			
Anderson Mill Estates Services to Annexed Areas Phase 1	28	3960-2207-7824	WWW	PW	Connie Smith	\$1,427,107			
Anderson Mill Estates Services to Annexed Areas Phase 1	28	4480-2307-8784	WWW	PW	Connie Smith	\$2,650,343			
Total						\$4,077,450			
West 34th Street Reconstruction and Utility Adjustment Proj from Shoal Creek Bridge to West Avenue	30	8601-6207-5135	WWW		Rohini Kumarage	\$2,164,025			
West 34th Street Reconstruction and Utility Adjustment Proj from Shoal Creek Bridge to West Avenue	30	3960-2207-7464	WWW		Rohini Kumarage	\$732,332			

ROCIP V Project Schedule (By Risk #)								Attachment A ROCIP VI CSM RFP JSD0134		Revised 2/5/2013
								Est		
Count	Project Name	Risk #	CIP Number	Sponsor Dept	Mang. Dept	Project Manager	Constr Value	Council Approval	Start Date	Est End Date
	West 34th Street Reconstruction and Utility Adjustment Proj from Shoal Creek Bridge to West Avenue	30	4570-2307-8249	WWW		Rohini Kumarage	\$264,503			
	Total						\$3,160,860			

REVISED ATTACHMENT B

City of Austin ROCIP VI Project Identification (Each project has an estimated construction value = to or > \$1 million)				
Project Name	Est. Const. Cost	Est. Start Date	Est. End Date	
Water Projects:				
6th Street, Congress to IH 35, Streetscape Improvements	\$ 3,850,000	Jun-14	Sep-16	installation of ADA-compliant ramps, widening of deteriorated wastewater mains to be replaced
12th Street from San Jacinto to I35 Svc Rd (part of Group 17)	\$ 2,400,000	Apr-15	Jul-16	Project will include water, wastewater, electric and gas Great Streets enhancements.
Annexation Telemetry-River Place MUD & Lost Creek MUD	\$ 3,500,000	Jan-14	Jan-15	installation of 10-12 RTUs to be installed
Burleson Road Pressure Conversion	\$ 3,000,000	Jun-14	Jul-15	Street repair/reconstruction of Burleson from 12th St to 13th St
Cameron Road Distribution Waterlines	\$ 5,950,000	Jun-14	Jul-15	Proposed distribution waterline(s) along Cameron Road Travis County bond projects. (Reference to 2014 bond projects)
Davis Chemical Feed Systems Improvements	\$ 2,595,000	Nov-15	Nov-16	Various chemical feed systems were installed and have reached the end of its useful life and will be replaced
Davis Sludge Processing Improvements	\$ 2,210,000	Jul-15	Jul-16	Solids disposal improvements. Route reconstruction for the new 50000 gallon tank
Davis WTP Main Power Feed Replacement	\$ 2,147,000	Jun-16	Mar-18	Austin Energy has recommended replacement of the age of the cable.
Davis WTP Power Distribution Upgrade	\$ 13,150,000	Feb-15	Feb-16	Improvements to the existing Davis WTP power distribution
Davis WTP TWDS-Medium Service PS	\$ 3,692,000	Jan-15	Oct-16	construction of the Medium Service Pump Station
Dessau WWTP Expansion to 1.0 MGD	\$ 2,954,000	Mar-15	Feb-16	Expand treatment facilities to double the existing capacity. Expansion will include a new 0.5 MGD treatment line and relocation of filters from Harris Branch
East Austin SSO - Ongoing Rehab	\$ 2,776,000	Jun-14	Jan-15	Installation and upgrade of existing concrete sewer lines
FM969 Decker to SH 130	\$ 2,752,000	Sep-15	Jul-16	Extension of Decker Lake Road from FM969 to SH 130 lanes and sidewalks.
Future Wastewater Pipeline Replace/Rehab	\$ 2,000,000	Nov-14	Jan-18	upgrade and the addition of new 16 and 24 inch lines
Govalle tunnel ID/IQ	\$ 7,700,000	Jul-15	Dec-16	Design and construct odor control units and access shafts on the tunnel for access and monitoring findings of the inspection. 4. Remediation
Group 2 - Parkfield Dr. and Colony Creek Dr. Area - Street Reconstruction	\$ 2,384,000	Apr-14	May-15	construction of water and wastewater lines
Group 24 - Residential/Collector Streets Central West	\$ 9,685,000	May-15	Aug-16	installation of storm water collection system
Group 25 - Residential/Collector Street Central West	\$ 15,722,000	May-15	Aug-16	installation of storm water collection system
Harris Branch Intceptor Lower B	\$ 2,160,000	May-14	Jun-15	7,500 LF of 36" wastewater line along Gregg Ln
Hornsby Bend Odor Control	\$ 2,166,000	Nov-16	Nov-17	upgrade and install odor control equipment
Hornsby Bend/SAR Digester Complex	\$ 3,000,000	Sep-16	Nov-17	construction of a new digester building and associated equipment
Howard Lane Extension	\$ 2,045,000	Aug-16	Oct-17	Project consists of approximately 3400 LF of 36" wastewater line from Gregg Ln to Harris Branch Pkwy.
Hwy 290/183 Low Pressure Project	\$ 16,566,000	Sep-16	Feb-18	Project will consist of at least one PRV station and associated piping within the project scope.

REVISED ATTACHMENT B

City of Austin	
ROCIP VI Project Identification	
project has an estimated construction value = to or > \$2M)	
Est. End Date	Project Description
Jun-15	Project consists of 5 smaller projects: 1) Replacement of approximately 60 LF of 6 DI waterline with 16 waterline at the tie-in from the 24 discharge waterline from East Austin Pump Station to the 16 DI on Hwy 290. 2) Replacement of approximately 2900 LF of 16 DI waterline with 24 waterline on Hwy. 290 from Harris Branch Pkwy to Blue Goose Rd. 3) Installation of approximately 700 LF of 16 waterline on Johnny Morris Rd between Daffan Ln and Old Manor Rd. 4) Installation of approximately 1300 LF of 12" waterline on 51st St. between Mueller Blvd. and Berkman Dr. 5) Installation of approximately 750 LF of 12" waterline on Manor Rd. from Susquehanna Ln. to Hwy 183.
Oct-17	7,600 feet of 8" reclaimed main, 2,500 feet of which will be horizontal directional drilled under Lady Bird Lake. Intended customers include: Holly Power Plant redevelopment, Martin Park, Martin Middle School, Metz Park, Comacho Activity Center, Festival Beach, and the Rebekah Baines Johnson Center.
Dec-14	Construct 54" diameter NWA Pressure Zone transmission main along McNeil Rd. connecting the Jollyville Reservoir to the Martin Hill reservoir.
Jan-15	construction of a Montopolis WRI Tank is a 4 MG ground storage tank with a pump station located on high ground in the Montopolis area.
Dec-14	Replace approximately 3030 LF of deteriorated wastewater mains in Nelray Blvd. and Evans Ave. WATER: Scope of water improvements is construction of 5721 linear feet (LF) of new waterlines detailed as follows: 1420 LF of 12-inch on North Loop Blvd from Huisache to Chesterfield; 1336 LF of 8-inch on Genard St from Huisache to Leralynn; 1730 LF of 8-inch on Nelray Blvd from Lamar to Chesterfield; 335 LF of 8-inch on E. 50th St from Duval to Evans; and 900 LF of 8-inch on Evans from E. 50th to E. 52nd. Abandonment of 730 LF of existing 2-inch parallel to existing 12-inch on North Loop from Chesterfield to Avenue F is also included.
May-14	Install the proposed wastewater main along Polecat Creek and from Dessau Rd. to the 54-inch Walnut Creek Interceptor.
May-17	Improvements to the North Austin Pump Station will be made in conjunction with the North Austin Reservoir Replacement
Jan-16	replacement of existing water reservoir in north austin
Jan-16	upgrade of existing storm drainage system
Oct-16	replacement of 12" water line and street repair/reconstruction/ repair, reconstruction of sidewalk, curb and gutter.
Apr-16	Reroute and replace approximately 3700 LF of deteriorated 6, 8, and 10-inch wastewater mains from Niles Street to 10th Street. Existing piping is under structures in two locations.
May-17	42-inch Parmer Lane Interceptor in two phases. Phase 1, from 20-inch and 36-inch Upper Walnut Creek Interceptor to McNeal Road (approx. 2,000 linear feet) and Phase 2 from McNeil to the Lake Creek Lift Station (approx. 10,000 linear feet). This project is to allow the Anderson Mill MUD WWTP and the Lake Creek Lift Station to be taken off line.
Dec-15	Replace 19,384 LF deteriorated water and waste water lines. These improvements will assure safe and reliable lines.
Jan-15	install 5,560 linear feet of small diameter water lines in the Plaza Saltillo area bound by IH-35 to Navasota street from east to west and 3rd street to 8th street from south to north
Feb-16	4,896 linear feet of small diameter water lines. The rehabilitation project is necessary to to upgrade the aging supply line in Plaza Saltillo area bound by Navasota street and Chicon street from east to west and 4th street to 7th street from south to north .
Jan-16	construction of two trail bridges over lake austin at red bud
Sep-15	Interconnect existing 48-inch and 24-inch transmission mains at Riverside and Pleasant Valley.
Jan-17	Drop Manhole installation, expansion, and LS Rehab
May-14	Design and construction of debris removal system to protect the existing lift station. The system will consist of bar screens, trash gripper, track system and trash disposal area.
Jan-17	This project is to repair the six clarifiers in Train A. The primarily work is to repair the structural defects in the walls and effluent troughs

REVISED ATTACHMENT B

<p align="center">City of Austin ROCIP VI Project Identification (Each project has an estimated construction value = to or > \$2M)</p>				
Project Name	Est. Const. Cost	Est. Start Date	Est. End Date	Project Description
Water Projects:				
6th Street, Congress to IH 35, Streetscape Improvements	\$ 3,850,000	Jun-14	Sep-16	installation of ADA-compliant ramps, widened and refurbished sidewalks, streetscape amenities, and gateway signage and 2,575 LF of deteriorated wastewater mains to be replaced as part of the street project.
12th Street from San Jacinto to I35 Svc Rd (part of Group 17)	\$ 2,400,000	Apr-15	Jul-16	Project will include water, wastewater, electrical and storm sewer improvements prior to street reconstruction. Project will include Great Streets enhancements.
Annexation Telemetry-River Place MUD & Lost Creek MUD	\$ 3,500,000	Jan-14	Jan-15	installation of 10-12 RTUs to be installed at the lift stations, water and wastewater treatment plants, reservoirs and raw water intake
Burleson Road Pressure Conversion	\$ 3,000,000	Jun-14	Jul-15	Street repair/reconstruction of Burleson from Oltorf to Ben White. 99 Bond project
Cameron Road Distribution Waterlines	\$ 5,950,000	Jun-14	Jul-15	Proposed distribution waterline(s) along Cameron Rd from Gregg Ln to the Manville service area boundary in coordination with the Travis County Bond projects. (Reference SPID: 6935.030 for the future Transmission Main.)
Davis Chemical Feed Systems Improvements	\$ 2,595,000	Nov-15	Nov-16	Various chemical feed systems were installed at Davis in the 1990's as part of the Safe Drinking Water Act CIP. This equipment has reached the end of its useful life and will be replaced under the Davis Chemical Feed CIP.
Davis Sludge Processing Improvements	\$ 2,210,000	Jul-15	Jul-16	Solids disposal improvements. Route recycle sludge through centrifuge. Existing 13000 gallon tank has been removed to pave way for the new 50000 gallon tank
Davis WTP Main Power Feed Replacement	\$ 2,147,000	Jun-16	Mar-18	Austin Energy has recommended replacement of the submerged cables coming from the Bee Creek Substation to Davis WTP due to the age of the cable.
Davis WTP Power Distribution Upgrade	\$ 13,150,000	Feb-15	Feb-16	Improvements to the existing Davis WTP to enhance performance and extend the useful life of the facility
Davis WTP TWDS-Medium Service PS	\$ 3,692,000	Jan-15	Oct-16	construction of the Medium Service Pump Station.
Dessau WWTP Expansion to 1.0 MGD	\$ 2,954,000	Mar-15	Feb-16	Expand treatment facilities to double the existing treatment capacity. Plant current has the capacity to treat up to 0.5 MGD. Expansion will include a new 0.5 MGD treatment train, chlorine contact chamber, dechlor facilities, additional alum feed system and relocation of filters from Harris Branch
East Austin SSO - Ongoing Rehab	\$ 2,776,000	Jun-14	Jan-15	Installation and upgrade of existing concrete wastewater line to 8-inch PVC SDR-26 wastewater line approximately 5000 linear feet.
FM969 Decker to SH 130	\$ 2,752,000	Sep-15	Jul-16	Extension of Decker Lake Road from FM973 to new SH130 Toll road. City standard 4-lane divided curb & gutter roadway with bike lanes and sidewalks.
Future Wastewater Pipeline Replace/Rehab	\$ 2,000,000	Nov-14	Jan-18	upgrade and the addition of new 16 and 24 inch wastewater lines
Govalle tunnel ID/IQ	\$ 7,700,000	Jul-15	Dec-16	Design and construct odor control units at four shaft sites along the Govalle Tunnel. 2. Design and construct a minimum of four access shafts on the tunnel for access and inspection of the tunnel. 3. Inspect the tunnel and the shafts, prepare a report on the findings of the inspection. 4. Remediation, repair, and/or replacement of shafts and portions of the tunnel.
Group 2 - Parkfield Dr. and Colony Creek Dr. Area - Street Reconstruction	\$ 2,384,000	Apr-14	May-15	construction of water and wastewater lines
Group 24 - Residential/Collector Streets Central West	\$ 9,685,000	May-15	Aug-16	installation of storm water collection systems
Group 25 - Residential/Collector Street Central West	\$ 15,722,000	May-15	Aug-16	installation of storm water collection systems
Harris Branch Interceptor Lower B	\$ 2,160,000	May-14	Jun-15	7,500 LF of 36" wastewater line along Gilleland and Harris branch creeks from 290 to State highway 130.
Hornsby Bend Odor Control	\$ 2,166,000	Nov-16	Nov-17	upgrade and install odor control equipment to reduce the amount of gasses admitted by the existing plant
Hornsby Bend/SAR Digester Complex	\$ 3,000,000	Sep-16	Nov-17	construction of a new digester building with associated pumps, electrical equipment
Howard Lane Extension	\$ 2,045,000	Aug-16	Oct-17	Project consists of approximately 3400 LF of 16" main. This project will follow the newly constructed part of Howard Lane from Gregg Ln to Harris Branch Pkwy.
Hwy 290/183 Low Pressure Project	\$ 16,566,000	Sep-16	Feb-18	Project will consist of at least one PRV station and at least one Hwy 290 crossing. More planning is needed at this time to determine the project scope.

REVISED ATTACHMENT B

<p align="center">City of Austin ROCIP VI Project Identification (Each project has an estimated construction value = to or > \$2M)</p>				
Project Name	Est. Const. Cost	St. Start Date	Est. End Date	Project Description
Johnny Morris/Hwy 290 Area Grid Extension	\$ 5,000,000	May-14	Jun-15	Project consists of 5 smaller projects: 1) Replacement of approximately 60 LF of 6 DI waterline with 16 waterline at the tie-in from the 24 discharge waterline from East Austin Pump Station to the 16 DI on Hwy 290. 2) Replacement of approximately 2900 LF of 16 DI waterline with 24 waterline on Hwy. 290 from Harris Branch Pkwy to Blue Goose Rd. 3) Installation of approximately 700 LF of 16 waterline on Johnny Morris Rd between Daffan Ln and Old Manor Rd. 4) Installation of approximately 1300 LF of 12" waterline on 51st St. between Mueller Blvd. and Berkman Dr. 5) Installation of approximately 750 LF of 12" waterline on Manor Rd. from Susquehanna Ln. to Hwy 183.
Lady Bird Lake North Main	\$ 3,699,000	Aug-16	Oct-17	7,600 feet of 8" reclaimed main, 2,500 feet of which will be horizontal directional drilled under Lady Bird Lake. Intended customers include: Holly Power Plant redevelopment, Martin Park, Martin Middle School, Metz Park, Comacho Activity Center, Festival Beach, and the Rebekah Baines Johnson Center.
Martin Hill Transmission Main	\$ 2,950,000	Nov-13	Dec-14	Construct 54" diameter NWA Pressure Zone transmission main along McNeil Rd. connecting the Jollyville Reservoir to the Martin Hill reservoir.
Montopolis WRI Tank	\$ 2,417,000	May-14	Jan-15	construction of a Montopolis WRI Tank is a 4 MG ground storage tank with a pump station located on high ground in the Montopolis area.
Nelray and Evans Utility Improvements	\$ 2,400,000	Dec-13	Dec-14	Replace approximately 3030 LF of deteriorated wastewater mains in Nelray Blvd. and Evans Ave. WATER: Scope of water improvements is construction of 5721 linear feet (LF) of new waterlines detailed as follows: 1420 LF of 12-inch on North Loop Blvd from Huisache to Chesterfield; 1336 LF of 8-inch on Genard St from Huisache to Leralynn; 1730 LF of 8-inch on Nelray Blvd from Lamar to Chesterfield; 335 LF of 8-inch on E. 50th St from Duval to Evans; and 900 LF of 8-inch on Evans from E. 50th to E. 52nd.
North Acres - Final Conveyance	\$ 2,200,000	May-13	May-14	Abandonment of 730 LF of existing 2-inch parallel to existing 12-inch on North Loop from Chesterfield to Avenue F is also included.
North Austin Pump Station Improvements	\$ 28,536,000	Jan-15	May-17	Install the proposed wastewater main along Polecat Creek and from Dessau Rd. to the 54-inch Walnut Creek Interceptor.
North Austin Reservoir Replacement	\$ 18,649,000	Jul-14	Jan-16	Improvements to the North Austin Pump Station will be made in conjunction with the North Austin Reservoir Replacement
Nueces Street Storm Drain Improvements	\$ 2,200,000	Jan-15	Jan-16	replacement of existing water reservoir in north austin
Nueces Water Rehab for W 8th to MLK	\$ 16,500,000	Aug-15	Oct-16	upgrade of existing storm drainage system
Palma Plaza Reroute	\$ 8,600,000	Apr-15	Apr-16	replacement of 12" water line and street repair/reconstruction/ repair, reconstruction of sidewalk, curb and gutter.
Parmer Lane Interceptor	\$ 8,305,000	Jan-15	May-17	Reroute and replace approximately 3700 LF of deteriorated 6, 8, and 10-inch wastewater mains from Niles Street to 10th Street.
Pemberton Heights Water Rehab Ph 3	\$ 4,950,000	Jul-13	Dec-15	Existing piping is under structures in two locations.
Plaza Saltillo Water Rehab Phase 1	\$ 2,358,000	Mar-14	Jan-15	42-inch Parmer Lane Interceptor in two phases. Phase 1, from 20-inch and 36-inch Upper Walnut Creek Interceptor to McNeal Road (approx. 2,000 linear feet) and Phase 2 from McNeil to the Lake Creek Lift Station (approx. 10,000 linear feet). This project is to allow the Anderson Mill MUD WWTP and the Lake Creek Lift Station to be taken off line.
Plaza Saltillo Water Rehab Phase 2	\$ 2,430,000	Jan-15	Feb-16	Replace 19,384 LF deteriorated water and waste water lines. These improvements will assure safe and reliable lines.
Red Bud Trail Bridges at Lake Austin	\$ 3,700,000	Mar-15	Jan-16	install 5,560 linear feet of small diameter water lines in the Plaza Saltillo area bound by IH-35 to Navasota street from east to west and 3rd street to 8th street from south to north
Riverside & Pleasant Valley Transmission Main Interconnect	\$ 2,500,000	Jan-14	Sep-15	4,896 linear feet of small diameter water lines. The rehabilitation project is necessary to to upgrade the aging supply line in Plaza Saltillo area bound by Navasota street and Chicon street from east to west and 4th street to 7th street from south to north .
Rock Harbour LS Improvements	\$ 3,500,000	May-16	Jan-17	construction of two trail bridges over lake austin at red bud
SAR Lift Station 2 Debris Removal	\$ 2,700,000	Sep-13	May-14	Interconnect existing 48-inch and 24-inch transmission mains at Riverside and Pleasant Valley.
SAR Plant A Pri/Sec Clarifier Repair	\$ 2,650,000	Jan-16	Jan-17	Drop Manhole installation, expansion, and LS Rehab
				Design and construction of debris removal system to protect the existing lift station. The system will consist of bar screens, trash gripper, track system and trash disposal area.
				This project is to repair the six clarifiers in Train A. The primarily work is to repair the structural defects in the walls and effluent troughs

REVISED ATTACHMENT B

City of Austin ROCIP VI Project Identification (Each project has an estimated construction value = to or > \$2M)				
Project Name	Est. Const. Cost	Est. Start Date	Est. End Date	Project Description
SAR Thickener Improvements	\$ 2,600,000	May-14	May-15	This project will include the rehabilitation/replacement of the drive assemblies, rakes, structural repair of the interior and exterior of the tanks, coating the tank interiors, yard piping modifications, piping modifications within the scum and sludge pumping building, potential replacement of the scum pumps and other modifications and improvements
Smith Road Extension	\$ 2,250,000	Aug-14	Oct-15	The construction of 14,000 feet of 8" and 12" reclaimed main to serve the COA Animal Shelter, Govalle Park, Eastside Memorial HS, Whole Foods Warehouses, and the Smith Road Business Park
South Austin SSO - Ongoing Rehab	\$ 2,153,000	Jun-14	Feb-15	Installation and upgrade of existing concrete wastewater line to 8-inch PVC SDR-26 wastewater line approximately 3200 linear feet.
Thousand Oaks Interceptor	\$ 6,800,000	Oct-16	Apr-18	Design and construction of a new wastewater line tying the Bee Cave lift station to the Treemont lift station and then on to the Barton Creek Interceptor line. The design and construction of this project will relieve two existing lift stations and a gravity line that are located in an environmentally sensitive area
Ullrich WTP On-Site Generation of Chlorine	\$ 23,075,000	Jan-15	Jan-17	Conversion of Ullrich WTP from bulk chlorine to non-gas chlorine. Given environmental sensitivities, concerns associated with the transport of chlorine gas and chlorine supply, price volatility, and the decision to use On-Site Generation of Sodium HypoChlorite at WTP4
Upper Gilleland Interceptors - 18 inch	\$ 3,965,000	Nov-13	Nov-14	installation of 18 inch water lines
Upper Gilleland Interceptors - 24 inch	\$ 3,954,000	Nov-13	Nov-14	installation of 24 inch water lines and associated valves and services
UT Campus Area Utility Improvements	\$ 2,000,000	Sep-14	Mar-15	Replacement and reroute of 1300 LF of sewer main in alley east of University Ave and in MLK Blvd
Walnut Creek WWTP Secondary Process Improvement	\$ 7,000,000	Mar-16	Sep-17	This project will rehabilitate and improve the Activated Sludge Complex at Walnut Creek WWTP. Scope components are likely to include alkalinity delivery, true anoxic zone creation, replacement of equipment beyond its service life, and rehabilitation of air piping and air diffusers.
Walnut Creek WWTP Tertiary Filter Rehabilitation	\$ 3,700,000	Oct-13	Apr-15	Walnut Creek Tertiary Filter building has several components which have reached the end of their useful life. This project will rehabilitate and update these components.
Walnut Creek Alkalinity Delivery	\$ 2,100,000	Jun-14	Jul-15	construct a dedicated alkalinity delivery system to 'replace' the existing discharge of lime slurry by Davis WTP
Walnut Creek Influent Bank Erosion	\$ 3,500,000	Feb-15	Mar-16	This project will stabilize the bank of Walnut Creek in this location. The Crosstown Tunnel has no redundancy; failure would result in uncontrolled discharge of more than 50 million gallons a day of untreated wastewater into the Walnut Creek watershed.
Walnut Creek WWTP Lab and Admin Bldg HVAC Rehab - Phase 1	\$ 6,000,000	Sep-15	Sep-17	upgrades to the existing HVAC system in the lab areas
Waters Park Relief Main	\$ 3,200,000	Apr-14	Jun-15	Install a larger pipe to eliminate this bottleneck section, 30" diameter pipe, which receives flows from a larger 36" pipe, one 30" pipe and one 21" pipe upstream. Note that the 36" pipe comes from a big lift station with a large I/I problem that has caused an overflow in a past storm event at Farmer Lane, in the Upper Walnut Creek Interceptor.
WRI South Ph 1C - SH 71 to US 183	\$ 4,000,000	Apr-15	Apr-16	22,000 linear feet of 30" reclaimed water transmission main along State Highway 71 from Falwell Lane to the Montopolis Tank
Water/Wastewater Total	\$ 316,945,000			

Public Works Projects:				
ABIA Terminal East Infill Project	\$ 30,000,000	Jan-14	May-15	Expansion of new terminals with associated structures and facilities
Beverly S. Scheffeld Northwest District Park - Pool Improvements	\$ 2,400,000	Jan-16	Jun-17	Northwest District Park, also known as Beverly S. Scheffeld Northwest District Park, construction of an area of 30 acres, including Barbeque Pits 8 Baseball Fields 1 Basketball Courts 2 Fishing Piers 1 Picnic Tables 47 Playgrounds 1 Reservable Facilities 3 Swimming Pools 1 Tennis Courts 4 Trail Miles 0.7 Volleyball Courts 1
Bowie Underpass	\$ 2,750,000	Apr-14	May-15	continue construction of dedicated bicyclist and pedestrian facility from the Pfluger Bridge and Gables development and will provide a safe undercrossing of the Union Pacific Railroad

REVISED ATTACHMENT B

City of Austin
ROCIP VI Project Identification
(Each project has an estimated construction value = to or > \$2M)

Project Name	Est. Const. Cost	Est. Start Date	Est. End Date	Project Description
Group 16A - E. Live Oak & the Circle Street Recon and Utility Improvements	\$ 2,478,000	Nov-14	Sep-15	Reconstruct segments of roadways. Perform limited underground utility work and improve associated infrastructure on the following streets. 1) E. Live Oak St. from Congress Ave. to East Oltorf St. 2) The Circle from Academy Dr. to Drake Ave
Lavaca/Guadalupe, Cesar Chavez to MLK, Utility Relocation Design - Ph 1	\$ 3,500,000	Jan-14	Sep-15	Relocate utilities in preparation for Great Streets and bus platforms for Rapid Bus
MoPac Bicycle Bridge over Barton Creek	\$ 4,480,000	Nov-13	Dec-14	Add a dedicated bicycle facility to the existing TxDOT bridge on Mopac over Barton Creek
Waller Creek/Sabine from 3rd to 7th Improvements	\$ 6,688,000	Jun-16	Jul-17	The first element would be a creekside trail and other improvements along Waller Creek from Lady Bird Lake to Palm Park. The second element -- the Sabine Street Promenade -- would create a bicycle- and pedestrian-oriented promenade from 3rd Street to 7th Street.
Public Works Total	\$ 52,296,000			
Water/Wastewater Total	\$ 316,945,000			
Public Works Total	\$ 52,296,000			
GRAND TOTAL	\$ 369,241,000			

**Attachment C
ROCIP VI
Construction Safety Manager RFP
Solicitation RFP JSD0134**

ROCIP Disciplinary Policy

This disciplinary policy covers all ROCIP Projects. The violations of OSHA Safety Rules and Regulations committed by a Contractor working on multiple ROCIP Projects may be cumulatively totaled to apply disciplinary action against that Contractor to maintain the safety and integrity of the Program.

- I. **Definitions:** the definitions applicable to this Policy are those definitions contained in the General Conditions and Agreement and the following additional definitions:

ROCIP Safety Team - consists of the ROCIP Coordinator, Construction Safety Representative, City of Austin Project Manager, Owners Representative(s), CIP Inspector(s), Construction Safety Manager or designee, and the Insurance Carrier or Broker representative (also referred to as the "ROCIP Team") all of whom may be referred to as the "ROCIP Representative" or as a ROCIP Safety Team Member.

Willful - OSHA applies a classification of "Willful" where the employer is determined to have committed a violation with an intentional disregard of, or conscious indifference to, the requirements of the Occupational Safety and Health Act and/or OSHA Standards. Following legal precedent.

Imminent Danger Violation - is "... Any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Act." Section 13(a) of the OSH Act.

Serious Violation - "shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists ..." Section 17 (k) of the OSH Act

Other Than Serious Violation - "shall be cited in situations where the most serious injury or illness that would be likely to result from a hazardous condition, cannot reasonably be predicted to cause death or serious physical harm to exposed employees, but does have a direct and immediate relationship to their safety and health". Chapter III of OSHA's Field Inspection Reference Manual

Negligence - The failure to use reasonable care. The doing of something which a reasonably prudent person would not do, or the failure to do something which a reasonably prudent person would do under like circumstances. A departure from what an ordinary reasonable member of the community would do in the same community.

Attachment C
ROCIP VI
Construction Safety Manager RFP
Solicitation RFP JSD0134

II. General

A. All time lost when a Project is shutdown because of safety violations will be charged against the Contractor and the Contractor will be liable for any and all related expenses incurred.

B. All training required herein shall be conducted by a ROCIP Safety Team approved source at the Contractor's expense.

C. The Contractor will be held accountable for any and all safety violations on this Project.

D. Any combination of three (3) Imminent Danger or Serious safety violations will result in the permanent removal of the Superintendent and the Safety Representative from this Project and all ROCIP projects.

III. *Imminent Danger Violation* - REQUIRES IMMEDIATE CORRECTIVE ACTION

A. Procedures

- When an Imminent Danger Violation is identified, the Project/Task will be shut down immediately by any member of the ROCIP Safety Team.
- The Construction Safety Representative will be notified of the shutdown and given a detailed briefing. The ROCIP Safety Team representative will immediately contact the Contractor's Superintendent, Project Manager, or Safety Representative to notify the Contractor of the shutdown.
- The Violation will be noted on a safety inspection report or daily report.
- Remediation of the violation shall begin immediately.
- The Contractor shall ensure that any and all necessary corrections are made.
- *The Contractor shall notify the Safety Inspector or the Construction Safety Manager when the hazard has been abated and all of the disciplinary actions stated below have been satisfied.*
- A member of the ROCIP Safety Team will verify that the work can be resumed safely, prior to the recommencement of the work.
- The Contractor must document its corrective actions and provide a copy of such report to the Construction Safety Representative.

Attachment C
ROCIP VI
Construction Safety Manager RFP
Solicitation RFP JSD0134

- The ROCIP Safety Team will continue to focus on Project Safety and will implement an additional mandatory weekly Project Safety Meetings.

B. Disciplinary Action

1. 1st Imminent Danger Offense:

a. Employee: The involved Employee will be interviewed to determine if his/her actions were a result of employee misconduct or lack of comprehension or training. Misconduct will result in removal of the Employee from this Project. If there is a lack of comprehension or training the employee shall attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: Superintendent will be interviewed. If it is determined that the Superintendent directed the employee action (so as to constitute a Willful act) the Superintendent will be permanently removed from the Project. If the violation was not a "Willful" act, the Superintendent will be given a written warning in the form of a safety report.

c. Safety Representative: The Safety Representative will be interviewed to determine if his/her actions are a result of Negligence. A finding of Negligence will result in the Safety Representative's removal from this Project. If the violation was not an act of Negligence, the Safety Representative will be given a written warning in the form of a safety report.

d. Contractor: The Contractor must attend a management meeting convened promptly by the ROCIP Safety Team. The Project Manager, Superintendent, or other fully authorized agent of the Contractor must attend the meeting. An initial corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

2. 2nd Imminent Danger Offense:

a. Employee: The employee will be permanently removed from this Project and all other ROCIP projects.

Attachment C
ROCIP VI
Construction Safety Manager RFP
Solicitation RFP JSD0134

b. Superintendent: The Superintendent will be permanently removed from all ROCIP projects. The Contractor must provide a duly qualified replacement Superintendent. The Owner's Project Manager and/or Owner Representative(s) will interview and approve a replacement Superintendent.

c. Safety Representative: The Safety Representative will be permanently removed from this Project and all other ROCIP Projects. The Contractor must provide a duly qualified replacement Safety Representative. The Owner's Construction Safety Manager and/or the City of Austin Construction Safety Representative will interview and approve a replacement Safety Representative.

d. Contractor: The Contractor must attend a management meeting convened promptly by the ROCIP Safety Team to implement a corrective action plan and to determine any other appropriate course of action.

3. 3rd Imminent Danger Offense:

Contractor: The City may terminate the Contractor for cause. The Subcontractors involved in the disciplinary action will be removed from this Project and all other ROCIP Projects.

IV. Serious Safety Violations - REQUIRES IMMEDIATE CORRECTIVE ACTION

A. Procedures

- When a Serious Violation is identified, the Project/Task will be shut down immediately by any member of the ROCIP Safety Team.
- Contractor will be briefed immediately on the situation.
- The Violation will be noted on a safety inspection or a daily report.
- Contractor shall immediately begin the process to abate the violation.
- *The portion of the Project involved in the safety violation will remain shut down until all of the disciplinary actions stated below have been satisfied.*
- Contractor shall ensure that any and all necessary corrections are made.
- The Contractor shall notify the Safety Inspector or the Construction Safety Manager when the hazard has been abated and all of the disciplinary actions stated below have been satisfied.

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- The Contractor must document the corrective actions and provide a copy of such report to the Construction Safety Representative.

B. Disciplinary Action

1. 1st Serious Offense:

a. Employee: The involved Employee will be interviewed to determine if his/her actions were a result of employee misconduct or lack of comprehension or training. Misconduct will result in removal of the Employee from this Project. If there is a lack of comprehension or training, the employee will be required to attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: Superintendent will be interviewed. If it is determined that the Superintendent directed the employee action (so as to constitute a Willful act) then the Superintendent will be removed from the Project. If the violation was not a "Willful" act the Superintendent will be given a written warning in the form of a safety report. If this is the first offense of a serious safety violation and the Superintendent has previously received an Imminent Danger Violation of the same classification of offense, the Superintendent will be removed from this Project.

c. Safety Representative: The Safety Representative will be interviewed to determine if his/her actions are a result of Negligence. A finding of Negligence will result in the Safety Representative's removal from this Project. If the violation was not an act of negligence, the Safety Representative will be given a written warning in the form of a safety report. If this is the first offense of a serious safety violation and the Safety Representative has previously received an Imminent Danger violation of the same classification of offense he/she will be removed from this Project.

d. Contractor: The Contractor must attend a management meeting convened by the ROCIP Safety Team as soon as practicable. The Project Manager, Superintendent or other fully authorized agent of Contractor must attend the meeting. A

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corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

2. 2nd Offense: (Cumulative total of any combination of Imminent Danger or Serious)

a. Employee: If second offense is a reoccurrence of a previous Imminent Danger/Serious violation, the employee will be permanently removed from the Project. If the second offense is not a reoccurrence of a previous imminent/serious violation, the employee will be removed from the Project and shall attend the appropriate remedial safety training classes prior to reinstatement on the Project.

b. Superintendent: If second offense is a reoccurrence of a previous Serious Violation or the Project has had a previous Imminent Danger Violation, the Superintendent will be permanently removed from the Project. The Contractor must provide a duly qualified replacement Superintendent. The Owner's Project Manager and/or Owner Representative(s) will interview and approve a replacement. If the second offense is not a reoccurrence a member of the ROCIP Safety Team will promptly convene a meeting to formulate a corrective action plan and to determine any other appropriate course of action.

c. Safety Representative: If second offense is a reoccurrence of a previous Serious Violation, or the Project has had a previous Imminent Danger violation, the Safety Representative will be permanently removed from this Project and all ROCIP projects. The Construction Safety Manager or the City of Austin Construction Safety Representative will interview and approve a replacement. If the second offense is not a reoccurrence of a previous Serious Violation and the Project has not had a previous Imminent Danger Violation, a member of the ROCIP Safety Team will promptly convene a meeting to determine an appropriate course of action.

d. Contractor: Contractor must attend a management meeting to be convened as soon as practicable. The Contractor's Project Manager, Superintendent, or other duly authorized agent of company must attend the meeting. A corrective action plan will be formulated and any other appropriate course of action will be determined at that time.

3. 3rd Offense: (Cumulative total of any combination of Imminent Danger or Serious)

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- a. **Employee:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the employee will be permanently removed from this Project and all other ROCIP projects.
- b. **Superintendent:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the Superintendent will be permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.
- c. **Safety Representative:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the Safety Representative will be permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.
- d. The City may terminate the Contractor for cause. Subcontractors involved in the disciplinary action will be removed from this Project and all other ROCIP Projects.

V. Other Than Serious Violations - *REQUIRES CORRECTION WITHIN 24 HOURS*

A. Procedures

- Violation is identified by the ROCIP Safety Team Member.
- Contractor will be briefed on the situation.
- Violation will be noted on a safety inspection report or a daily report.
- Contractor shall correct the violation as soon as possible.
- Contractor shall document the corrective action and provide a copy of the report to the ROCIP Safety Team.

B. Disciplinary Action

1. 1st Offense:

- a. **Equipment:** will be tagged out of service until the violation is brought into compliance.
- b. **Safety Representative:** will receive a written warning in the form of the inspection report.
- c. **Employee:** will receive a verbal warning.

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- a. **Employee:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the employee will be permanently removed from this Project and all other ROCIP projects.
- b. **Superintendent:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the Superintendent will be permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.
- c. **Safety Representative:** Regardless of whether or not the offense is a reoccurrence of a previous offense, the Safety Representative will be permanently removed from this Project and cannot serve in this capacity on any other ROCIP projects.
- d. The City may terminate the Contractor for cause. Subcontractors involved in the disciplinary action will be removed from this Project and all other ROCIP Projects.

V. Other Than Serious Violations - *REQUIRES CORRECTION WITHIN 24 HOURS*

A. Procedures

- Violation is identified by the ROCIP Safety Team Member.
- Contractor will be briefed on the situation.
- Violation will be noted on a safety inspection report or a daily report.
- Contractor shall correct the violation as soon as possible.
- Contractor shall document the corrective action and provide a copy of the report to the ROCIP Safety Team.

B. Disciplinary Action

1. 1st Offense:

- a. **Equipment:** will be tagged out of service until the violation is brought into compliance.
- b. **Safety Representative:** will receive a written warning in the form of the inspection report.
- c. **Employee:** will receive a verbal warning.

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d. **Superintendent:** will be notified in writing.

2. **2nd Offense:**

a. **Equipment:** will be tagged out of service until the violation is brought into compliance.

b. **Safety Representative:** will receive a formal written warning.

c. **Employee:** The employee will be required to attend appropriate remedial safety training classes prior to reinstatement on the Project.

d. **Superintendent:** will receive a written warning.

3. **3rd Offense:**

a. **Equipment:** will be removed from the Project.

b. **Safety Representative:** will be temporarily removed from project and be required to attend the appropriate remedial safety training classes to rectify deficiencies in skills prior to reinstatement on the Project.

c. **Employee:** will be removed from Project.

d. **Superintendent:** will receive a written notice and the COA Project Manager will be notified to determine an appropriate course of action.

ATTACHMENT D

**CONSTRUCTION SAFETY MANAGEMENT
REFERENCES**

List 3 Large Utility Project References that your firm has provided construction safety management services for within the last 5 years:

CONTACT NAME	FIRM	PHONE #	SERVICE DATES	DESCRIPTION OF SERVICES
Carol Vance	City of Austin	512-974-3264	2002 – Present	Construction Safety Manager ROCIP
Heath Haney	C.C. Carlton	512-373-0085	2000 - Present	Construction Safety Management Services
Susan Donley	Schroeder Construction	512-219-6001	1999 – Present	Construction Safety Management Services

List 3 Large Commercial Building Project References that your firm has provided construction safety management services for within the last 5 years:

CONTACT NAME	FIRM	PHONE #	SERVICE DATES	DESCRIPTION OF SERVICES
Scott Wilson/Keith Poole	Bailey-Elliott Construction	512-327-3951	2004 - Present	Construction Safety Management Services
Josie Trevino	HEB	210-875-0579	2009 - Present	Construction Safety auditing/tracking
Doak Schuelke	Smithers Merchant Builders Ltd.	210-479-2500	2009 - Present	Construction Safety Management Services

****Clients may be contacted for verification of information and references.****

Attachment D

**ATTACHMENT E
SOLICITATION RFP JSD0134
SAFETY MANAGEMENT PERSONNEL QUALIFICATION
QUESTIONNAIRE**

COMPLETE THIS FORM FOR EACH INDIVIDUAL WITHIN YOUR ORGANIZATION PARTICIPATING IN THIS PROGRAM. IF INDIVIDUALS HAVE NOT BEEN SELECTED, PLEASE USE THIS FORM AND INDICATE THE MINIMUM QUALIFICATIONS REQUIRED FOR THE VACANT POSITION.

Individual's Name and Position: Jaime Orina

Describe functions and tasks this position will perform:

Conduct all of the daily operations required for the Construction Safety Management of the ROCIP VI program.

INDICATE SAFETY EXPERIENCE WITH LARGE UTILITY PROJECTS:

PROJECT/OWNER	YEAR	DESCRIPTION OF TASKS
150+ projects/City Of Austin	2002-2013	Manage all aspects of safety (contractor qualification, auditing, enforcement of contract, etc.) for ROCIP III, IV, and V programs

INDICATE SAFETY EXPERIENCE WITH LARGE BUILDING PROJECTS:

PROJECT/OWNER	YEAR	DESCRIPTION OF TASKS
Numerous new stores / HEB	2009-2012	Safety auditing/oversight for app. \$500 million in CV
20+ projects/City Of Austin	2002-2013	Manage ROCIP III, IV, and V programs

INDICATE PROFESSIONAL SAFETY DESIGNATIONS/CERTIFICATIONS/TRAINING:

Certified Safety and Health Official, Texas A&M University (TEEX)
Certified with the World Safety Organization as a Certified Safety Manager
Registered Safety Director (RSD) and Certified Safety Technician (CST).
Train-The-Trainer-General Industry
Train-The-Trainer-Construction

**ATTACHMENT E
SOLICITATION RFP JSD0134
SAFETY MANAGEMENT PERSONNEL QUALIFICATION
QUESTIONNAIRE**

COMPLETE THIS FORM FOR EACH INDIVIDUAL WITHIN YOUR ORGANIZATION PARTICIPATING IN THIS PROGRAM. IF INDIVIDUALS HAVE NOT BEEN SELECTED, PLEASE USE THIS FORM AND INDICATE THE MINIMUM QUALIFICATIONS REQUIRED FOR THE VACANT POSITION.

Individual's Name and Position: Jann Orina

Describe functions and tasks this position will perform:

Statistical reporting including development of spread sheets, reports, etc., billing, procurement of insurance requirements for all contracts.

INDICATE SAFETY EXPERIENCE WITH LARGE UTILITY PROJECTS:

PROJECT/OWNER	YEAR	DESCRIPTION OF TASKS
150+ projects/City Of Austin	2002-2013	Statistical reporting including development of spread sheets, reports, etc., billing, procurement of insurance requirements for all contracts.

INDICATE SAFETY EXPERIENCE WITH LARGE BUILDING PROJECTS:

PROJECT/OWNER	YEAR	DESCRIPTION OF TASKS
Numerous new stores / HEB	2009-2012	Monthly tracking of leading indicators and billing
20+ projects/City Of Austin	2002-2013	Statistical reporting including development of spread sheets, reports, etc., billing, procurement of insurance requirements for all contracts.

INDICATE PROFESSIONAL SAFETY DESIGNATIONS/CERTIFICATIONS/TRAINING:

Certified WBE/DBE/HUB
South Central Texas Regional Certification Agency: SBE WBE
Supervisory Skills for Women Supervisors
Managing Multiple Priorities
How to be a Successful Supervisor
Hiring & Firing Within the Law
Interpersonal Communication Skills
Fundamentals of Effective Project Management

City of Austin
Construction Safety Management Services
Solicitation RFP JSD0134
Fee Proposal
Attachment F

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost for Revisions of Contract Documents and Safety Manual					
Estimated Hours/Year					
Hourly Rate					
CSM Fees					
Total Amount					
Charges for review services for alternative methods of procurement					

Proposers should calculate cost per hour and hourly based upon:

- a) a 5 year contract term
- b) an estimated \$450 Million in construction values
- c) exclusion of all costs related to the revisions of the Safety Manual and City Contract Documents, if any.

The revisions of the contract documents and safety manual will be completed before the first project is bid. This flat fee shall be shown in the table above and included in the total amount for the first year.

The City uses alternative methods of delivery for construction projects on an average of 4 contracts per year. The City has no way of knowing how many responses they will receive for each of these projects. Please provide a rate or flat fee charge for these services.

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

SOLICITATION NUMBER: JSD0134

PROJECT NAME: ROCIP VI Construction Safety Manager

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.

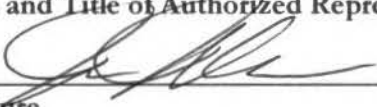
Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

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.

SABBY SOLUTIONS INC.
Company Name

JAMES OKUNA - VP
Name and Title of Authorized Representative (Print or Type)


Signature

2/25/13
Date

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

SOLICITATION NUMBER: JSD0134

PROJECT NAME: ROCIP VI Construction Safety Manager

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Safety Solutions Inc.		
Address	26 LONG CREEK RD		
City, State Zip	Austin, TX 78737		
Phone	512-288-7157	Fax Number	512-288-7168
Name of Contact Person	JANN ORINA		
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

JANN ORINA - VP

Name and Title of Authorized Representative (Print or Type)

[Signature]

Signature

2/25/13

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.**

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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