



City of Austin

Parks and Recreation Department
200 South Lamar Blvd, Austin, TX 78704

**FIVE MONTH EXTENSION TO AGREEMENT
FOR A MINIATURE TRAIN CONCESSION BETWEEN
THE TEXAS SPECIAL COMPANY
AND
THE CITY OF AUSTIN**

Pursuant to Paragraph I of the Third Amendment to the Agreement for a Miniature Train Concession between the City of Austin and the Texas Special Company ("Agreement") dated August 23, 2016, the Parties may extend the Agreement for an additional two-year term, with the possibility of two additional one-year terms upon mutual agreement.

Effective, September 30, 2019, the City of Austin and the Texas Special Company desire to extend the Agreement through February 28, 2020. This amendment is to provide additional time for repairs and a new contract to be executed.

EXECUTED by the authorized representatives of the Parties:

CITY OF AUSTIN, TEXAS

By: _____

Kimberly McNeeley, CPRP
Acting Director, Austin Parks and Recreation Department

Date: _____

10-11-19

TEXAS SPECIAL COMPANY

By: _____

Abel Rodriguez
Vice President

Date: _____

10/3/19

*The City of Austin is committed to compliance with the Americans with Disabilities Act.
Reasonable modifications and equal access to communications will be provided upon request.*



City of Austin

Parks and Recreation Department
200 South Lamar Blvd, Austin, TX 78704

**ONE-YEAR EXTENSION WITH PRICE CHANGE AND LIVING WAGE INCREASE
TO AGREEMENT
FOR A MINIATURE TRAIN CONCESSION BETWEEN
THE TEXAS SPECIAL COMPANY
AND
THE CITY OF AUSTIN**

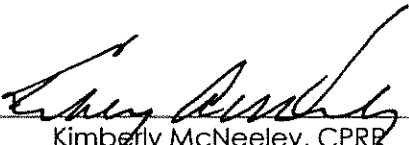
Pursuant to Paragraph I of the Third Amendment to the Agreement for a Miniature Train Concession between the City of Austin and the Texas Special Company ("Agreement") dated August 23, 2016, the Parties may extend the Agreement for an additional two-year term, with the possibility of two additional one-year terms upon mutual agreement.

Effective, September 30, 2018, the City of Austin and the Texas Special Company desire to extend the Agreement for first of the two additional one-year terms.

In addition, the City hereby accepts the price changes and living wage increase as indicated in Exhibit A.

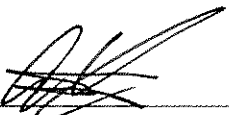
EXECUTED by the authorized representatives of the Parties:

CITY OF AUSTIN, TEXAS:

By: 
Kimberly McNeeley, CPRP
Acting Director, Austin Parks and Recreation Department

Date: 9-12-18

TEXAS SPECIAL COMPANY

By: 
Abel Rodriguez
Vice President

Date: 8/2/18

Exhibit A

New Ticket Price:

Children ages 2 – 11	\$3.00
Adults ages 12 and up	\$4.00
Seniors 65 +	\$2.00
Active Military	\$3.00
Group rate (20 + tickets)	\$3.00

Living Wage Increase:

Effective upon execution of the Amendment Three to the Agreement for a Miniature Train Concession between the Texas Special Company and the City of Austin, Texas Special shall raise its minimum wage to match that of the City of Austin's \$14.00 per hour living wage.



City of Austin

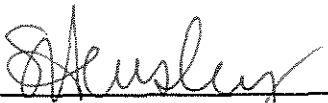
**TWO-YEAR EXTENSION TO AGREEMENT
FOR A MINIATURE TRAIN CONCESSION BETWEEN
THE TEXAS SPECIAL COMPANY
AND
THE CITY OF AUSTIN**

Pursuant to Paragraph I of the Third Amendment to the Agreement for a Miniature Train Concession between the City of Austin and the Texas Special Company ("Agreement") dated August 23, 2016, the Parties may extend the Agreement for an additional two-year term, with the possibility of two additional one-year terms upon mutual agreement.

Effective, September 30, 2016, the City of Austin and the Texas Special Company desire to extend the Agreement for an additional two-year term.

EXECUTED by the authorized representatives of the Parties:

CITY OF AUSTIN, TEXAS:

By: 
Sara L. Hensley, CPRP
Director, Austin Parks and Recreation Department

Date: 9/29/16

TEXAS SPECIAL COMPANY

By: 
Abel Rodriguez
Vice President

Date: 9/23/16

*The City of Austin is committed to compliance with the Americans with Disabilities Act.
Reasonable modifications and equal access to communications will be provided upon request.*



Amendment No. 2
of
Contract No. RA-0165-96
for
Miniature Train Concession at Zilker Park
between
Texas Special
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2011, the term for the extension option will be October 1, 2011 to September 30, 2016 and there are no remaining options.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/01/96 – 09/30/06	\$0.00	\$0.00
Amendment No. 1: Option 1 10/01/06 – 09/30/11	\$0.00	\$0.00
Amendment No. 2: Option 2 10/01/11 – 09/30/16	\$0.00	\$0.00

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

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

Signature & Date: [Signature] 9/8/11
Printed Name: Paul Abd Rodriguez
Authorized Representative

Signature & Date: Cynthia Gonzales 9/28/11
Cynthia Gonzales, Contract Compliance Manager Corporate
City of Austin
Purchasing Office

Texas Special
10617 River Plantation Dr.
Austin, TX 78747

cc: Cruz Banda, Buyer II
City of Austin
Purchasing Office



Zilker Zephyr

Amendment No. 1
to
Contract No. RA-0165-96
for
Miniature Train Concession at Zilker Park
between
Texas Special
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced revenue contract. Effective October 1, 2006, the term for the extension option will be October 1, 2006 to September 30, 2011 and there is one remaining 5-year option.

Description:
Basic Term: 10/01/96 - 09/30/06
Amendment No. 1: Option 1 10/01/06 - 09/30/2011

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

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

Signature: *Willie Rodriguez*
Printed Name: WILLIE RODRIGUEZ
Authorized Representative

Texas Special
4100 S. 6th Street
Austin, TX 78744-2230 78747

7/12/07
Date

Signed: *Cruz Banda*
Cruz Banda, Buyer II
City of Austin
Purchasing Office

7/13/07
Date

City of Austin, Reviewed and Approved
Printed Name: Urcha Dunbar - Crespo

Signature and Date

CITY OF AUSTIN, TEXAS
PURCHASING OFFICE



Price Agreement No. RA-0165-96
Date issued: December 9, 1995
Page 1 of 3

Distribution: - Park and Recreation Department
- Tana Goodwill

Distribution, Others -Buyer
-Department of Small and Minority Business Resources

Contracting Agency: Purchasing Office

CSN/SCC, Commodity Code No.: 96115

Commodity/Service: Miniature Train Concession at Zilker Park

Estimated Dollar Value: Revenue Generating

Cash Payment Terms: N/A

F.O.B. Point: N/A

Contract Period: October 1, 1996 thru September 30, 2006

Extension Options: Two(2) Five (5) year extension options

Source, Address, Phone and
Texas Special
Attn: Tom Larkin
1100 S 5th Street
Austin, Texas 78704-2310
Tel. # 442-4845 Fax# 447-2113
Vendor # TEX70693851

Buyer Name and Signature: *Gerard Bickham*
Gerard Bickham, Buyer
Purchasing Office, (512) 499-1892

REVIEWED AND APPROVED:
Coude M. Martindale
for Eddie Clark, Deputy Purchasing Officer

Reference File No.:
Requisition No.

RA0165-96
860JJC00101

INSTRUCTIONS AND SUPPLEMENTAL PROVISIONS/CLAUSES FOR PRICE AGREEMENT NOTICES

1.0 RELEASE OR ORDERING METHOD:

User department shall use the Purchase Release (PG) (form FIN9059) in releasing against and payment for goods or services covered by this Agreement. Refer to LGFS Procedures Manual, AP-05 for details. When giving a "verbal" release, provide the Supplier the Purchase Release (PG) number and assigned Price Agreement number and request that such numbers be included on his invoice. Also, require supplier to indicate name of user Department on all supplier documents.

2.0 INVOICING AND PAYMENT:

Purchase Releases. The Supplier shall furnish the user Department a copy of the invoice. The Purchase Release (PG) shall then be processed in accordance with AP-07, Processing Payments forwarded to Accounts Payable within two (2) working days after user receipt of invoice.

3.0 TIMELY DELIVERY:

Orders for delivery shall be placed with the supplier by the user department or Purchasing Office. Supplier shall make delivery of the units or services requested in the time specified in the terms of the contract. If the order for delivery is not met, the user department is to contact the applicable buyer by memorandum for disposition, citing details and forward a copy of the Purchase Release transmitted to the Supplier.

4.0 UNSATISFACTORY PERFORMANCE:

Departments incurring consistent unsatisfactory performance under an Agreement shall notify the appropriate Buyer in writing, outlining all the facts in such cases. Only by such notice can the Buyer remedy unsatisfactory performance.

5.0 MATERIAL DISCREPANCY RESOLUTION AND REPORTING:

The user department by this Notice is hereby delegated responsibility and authority to administer the resolution of significant material discrepancies as may be encountered. Reference Procedure P-8.3, Receiving and Inspecting Materials. Two copies of completed form PSD 5186, Material Discrepancy Report are to be forwarded to the affected Buyer.

6.0 CHANGES TO AGREEMENT:

Any and all changes to this Agreement are subject to review and advance of the Purchasing Office prior to any commitments including, but necessarily limited to the addition of associated equipment, scope of, increased services, upgrading, exercising of extensions or price changes. The user department shall institute no changes without the prior approval of the Purchasing Office.

7.0 CONTRACT ADMINISTRATION

Administration of this contract for the City shall be the responsibility of the Contract Administrator; Purchasing's involvement with the source shall occur only on a exception basis as may become necessary.

The Requisitioner shall be the Contract Administrator unless Purchasing is notified otherwise by the user department.

(If applicable, the Contract Administrator shall establish milestones enabling him to determine if the source is working on schedule.)

All communications between the Contract Administrator and the source shall be in writing with a copy sent to the Purchasing Office.

If substandard performance should occur (or milestones are not met) the source shall be advised in writing to correct the problem; a copy of this communication shall be sent to the Purchasing Office.

Should substandard performance not be corrected within a reasonable amount of time after the source has been made aware of the problem, the Contract Administrator shall withhold payment and advise the Purchasing Office of the situation.



**CITY OF AUSTIN AND THE TEXAS SPECIAL MINIATURE TRAIN CONCESSION
PROPOSAL NO. GB95300132 CONTRACT NO. RA0165-96**

WHEREAS, the City of Austin, hereinafter referred to as the City, requested proposals for a miniature train in Zilker Park,

WHEREAS, the Austin City Council directed the Parks and Recreation Department to negotiate a contract with Texas Special for the above referenced miniature train concession,

The City of Austin and Texas Special herein enter into a binding contractual agreement as follows:

This agreement is entered into between the City, and Texas Special for the miniature train concession for the Parks and Recreation Department.

This agreement will be in effect for a maximum period of ten (10) years, beginning on October 1, 1996 with two (2) five (5) year extension option subject to the approval of the Contractor and the City Manager or his designee.

Upon expiration of the initial term or extension option, Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to resolicit.

Said agreement includes all documents issued and received in connection with the Request Proposal No. GB95300132 and all amendments thereto as agreed upon by both parties throughout the negotiation process as indicated in the page titled "Contents of Contract."



CONTRACT NO. RA0165-96

PAGE 2

For the purposes of interpreting this contract, in the event of conflicts in provisions, the documents have the following order of precedence: (1) contract with Exhibit A, Standard Business Procedures, (2) Texas Special's negotiated performance goals dated November 22, 1995, (3) City of Austin's original Request for Proposal including the City of Austin's Standard Purchase Terms and Conditions, (4) Texas Special's original proposal as submitted to the City of Austin dated June 6, 1995. This agreement represents the entire contract, and, it is understood that no changes may be made thereto without the full consent of both parties stated in the form of a written amendment to this document.

Susanne Brubaker
Purchasing Officer
Financial and Administrative
Services Department
City of Austin, Texas

Texas Special
1100 South 5th Street
Austin, Texas 78704-2310

Date

Date



CONTENTS OF CONTRACT

BID NO. GB95300132

CONTRACT NO. RA0165-96

1. Contract with Exhibit A
2. Texas Special's negotiated performance goals
3. City of Austin's original Request for Proposal, Solicitation GB95300132.
4. Texas Special's original proposal as submitted to the City of Austin dated June 6, 1995.

EXHIBIT A
STANDARD BUSINESS PROCEDURES

Contract No. RA0165-96

The Concessionaire shall adhere to the following business practices:

1. Signage: Concessionaire must post a sign stating: If the attendant fails to give you your receipt, please ask for your free rental voucher. Call 499-6723 for assistance or complaints.
2. Cash Register: Concessionaire shall use a cash register to enter all cash transactions and provide each customer with a printed receipt. This cash register shall have a grand total, started at zero upon commencing business. In addition, this cash register shall be equipped with the capability to print out daily sales totals (Z tape). These daily cash register tapes (Z tapes) will be submitted to the Parks and Recreation Department with the monthly concession payment. The Parks and Recreation Department will return the Z tapes to the Concessionaire after they have been reviewed. The tapes shall be retained by the Concessionaire for three (3) years after the close of the contract.
3. Monthly Report: Concessionaire shall submit to the Parks and Recreation Department by the 10th of each month, the previous month's report. This report shall include a daily, monthly and year to date sales total. Attached to this report shall be the daily cash register Z tapes. This report should also include activity/attendance information, any upcoming special events, activities, awards or news worthy items. This report shall be furnished by the Parks and Recreation Department and is attached.
4. Tax Report: Contractor shall submit to the Parks and Recreation Department a copy of their quarterly sales tax report within fifteen (15) days of filing same.
5. Contractor shall remit to the City without demand, at the office of the Director of the Parks and Recreation Department of the City of Austin, Travis County, Texas by the tenth day of each month, the Amount shown on the Pricing Sheet, a percentage of gross sales or a "guaranteed" minimum. The term "gross sales" as used in this contract shall be defined as all income of whatever nature received by or accruing to Concessionaire, arising from the operation of the concession, and for services performed under this contract by the Concessionaire. Said amount will be payable on or before the 10th of the month immediately following the month in which sales are made.
6. Concessionaire shall establish and maintain during the term of this agreement separate records and accounts, including a separate bank account, relating to the operation of the canoe rental concession in Zilker Park, and which records and accounts shall be subject to the examination and audit by the City at any time.

City of Austin
Parks and Recreation Department
Monthly Report

Date: _____

Report for the Month of: _____

Beginning Date: _____

Ending Date: _____

Concession: _____

Phone: _____

Contractor: _____

Address: _____

	Current Month	Year to Date Totals
Unadjusted Gross Sales		
Less: Refunds & Overrings		
Adjusted Gross Sales		
Less: Sales Tax		
Net Sales		
Commission Percentage		
Total Commission Due		

Amount Paid: _____

Check #: _____

I hereby certify the above to be a true and correct account of all revenue received at this concession for the reporting period indicated.

(Signature of Contractor)

(Date)

**AGREEMENT FOR A MINITURE TRAIN CONCESSION BETWEEN
THE CITY OF AUSTIN AND THE TEXAS SPECIAL COMPANY**

WHEREAS, the City of Austin, hereinafter referred to as the City, issued a Requested For Proposals (Solicitation GB953000132) for an operator - concessionaire to operate a miniature train in Zilker Park,

WHEREAS, the City received proposals from concessionaires and, subsequently recommended to City Council award to Texas Special,

WHEREAS, the Austin City Council directed the City Manager or his designee to negotiate and execute a contract with Texas Special, a joint venture, for the above referenced miniature train concession,

Therefore, the City and Texas Special agree to enter into a contract for the provision of a miniature train concession as stipulated herein:

This Agreement is entered into between the City, and Texas Special expressly for the operation of the miniature train concession at Zilker Park which is managed by the Parks and Recreation Department.

I. Texas Special, hereinafter referred to as the Contractor, will be given access and control of the existing concession area by October 1, 1996. In the event that the current concessionaire has failed to vacate the area or has otherwise failed to release or return the area to the City, access and control to Texas Special shall be provided at the earliest opportunity. Adjustment shall be made to any scheduled performance or operation for delays occasioned by the City, for delays resulting from any law suit suspending performance of the agreement or for delays from any work required for the construction of waste water pump station improvements. Adjustment shall be made by adding to any scheduled dates a period of time equal to the delay in providing access and control to the Contractor.

The City agrees to use its best efforts to provide the site, in a clean and level condition (comparable to the current site), and to fully cooperate with Contractor in constructing any new facilities and in starting up concession operations.

Contractor agrees to use best efforts to have all repairs and renovations completed to the existing track area by December 30, 1996, with operations to commence by January 1, 1997. The City agrees to allow work to be done under Parks and Recreation Department's general permit. The additional track and depot shall be operational by March 1, 1998.

This agreement shall have an initial term terminating October 1, 2006 and shall be subject to two (2) five (5) year extensions upon mutual agreement.

Upon expiration of the initial term or extension option, Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to resolicit.

II. BASIC SERVICES

In its performance of this agreement and its operation of the concession, Contractor shall perform the following:

- A. The Contractor shall provide in the designated area of the concession at the contract premises a quality miniature train operation with emphasis on overall esthetic appeal and compatibility with existing park uses. The area designated for operation, including the additional terminal and track extension are shown in the Request For Proposal (Solicitation GB95300132).
- B. The Contractor shall provide employees in adequate number to serve the public at the contract premises.
- C. The Contractor shall provide all equipment necessary to the operation of the concession, including easily accessible passenger cars.
- D. The Contractor shall provide complete maintenance services for the miniature train and auxiliary structures.
- E. The Contractor shall be responsible for all expenses incurred in the maintenance and upkeep of all facilities including the concession premises. Concession facilities and premises shall be maintained in good condition and repair.
- F. Contractor's ride fees shall not be changed except upon mutual approval.
- G. Contractor shall engage only in the operation of a miniature train concession and the sale of small train related souvenirs, excluding food and beverage, or other items approved by the City.

III. STANDARD BUSINESS PROCEDURES

- A. Signage: Contractor must post a sign stating: If the attendant fails to give you a ticket, please ask for your free ride voucher. Call 499-6723 for assistance or complaints.
- B. Cash Register: The Contractor shall use a cash register to enter all cash transactions and provide each customer with the appropriate number of tickets. This cash register shall be equipped with the capability to print out daily sales totals (Z -tape) . These daily cash register tapes (Z tapes) will be submitted to the Parks and Recreation Department with the monthly commission payment. Concessionaires copy of cash register tapes shall be retained for three (3) years after the close of the contract.
- C. All tickets used by Contractor must be approved by the Parks and Recreation Department. Tickets must be prenumbered and preprinted. The printed tickets will be delivered to the Parks and Recreation Department, Accounting Section. Tickets will be issued to the concessionaire on a need basis'. A copy of the receipt of purchase for the printing of tickets must be provided to the Parks and Recreation Department, Contract Manager.
- D. Contractor shall submit a monthly activity/attendance report to the Contract Manager. Along with activity/attendance information, this report should include any up coming special events, activities, awards or newsworthy items.
- E. Contractor shall submit to the Parks and Recreation Department by the 10th of each month, the previous month's sales report along with the appropriate payment amount. This report shall include a daily, monthly, and year to date sales total. Attached to this report shall be either the Parks and Recreation Department copy of the individual cash receipts or the daily cash register z tapes.
- F. Contractor shall pay the City 11% of gross sales. Payments shall be remitted monthly to the Parks and Recreation Department. The term "gross sales" as used in this Agreement shall be defined as all income of whatever nature received by or accruing to Contractor, arising from the operation of the concession, and for services performed under this Agreement by the Contractor including, but not limited to, ticket sales, nonrefundable deposits, and the sale of all appropriate related items, such as souvenir items, and other items as desired if specific written approval is obtained from the Director of Parks and Recreation. Gross Sales are total receipts before the deduction of any costs or expenses whatsoever; provided, however, that gross sales shall exclude any sales taxes.

IV. PERSONNEL:

- A. The Contractor shall hire at his own cost and expense, train, and supervise a staff of employees to assist him in the performance of this contract. The Contractor shall employ a number of people sufficient to meet the demands of the public at the contract premises. Contractor's staff shall be uniformed in a manner consistent with a quality operation of his type and acceptable to the City. Staff shall wear name tags at all times when on duty.
- B. The Contractor shall employ only persons of good appearance, manner, and character.

V. STRUCTURAL CHANGES:

The Contractor shall not make any structural alterations, repairs, or improvements of the premises without the written permission from the Parks and Recreation Department. At the City's request, Contractor shall promptly remove any alterations, repairs or improvements undertaken without the City's permission and shall restore the premises to original conditions. In undertaking any approved structural alterations, repairs or improvements, Contractor shall have no power or right to place liens on the land; and shall allow no liens to be filed against alterations, repairs or improvements without the express written approval of the City. This section shall not prevent Contractor granting a security interest or vendor's lien on the rail, track and switches, provided notice is first given to the City. Contractor shall use due diligence in retiring any debt underlying such security interest or vendor's lien.

VI. OWNERSHIP:

All permanent concession facilities and all fixtures shall become the property of the City upon expiration or cancellation of this Agreement. Improvements existing as of the commencement of concession operations shall be deemed permanent facilities and fixtures. Improvements made to the concession premises during the term of the Agreement shall be deemed to be permanent concession facilities or fixtures unless Contractor shall advise the City in writing prior to installation or work that it intends to keep and remove such improvements.

VII. UTILITIES:

The Contractor shall secure and pay for any required utilities necessary for the operation of the miniature train concession on the contract premises.

VIII. CITY OPERATION OF CONTRACT PREMISES

The City reserves the right to take over and operate the miniature train concession in Zilker Park, using the equipment of the Contractor, at any time at the contract premises during which Contractor or his agent is unable to perform under this Agreement. Should City operation become necessary, the Director of the Parks and Recreation Department shall deliver to the Contractor notice of such intention to operate this concession by mailing notice of intention to Contractor at his last known address by regular United States Mail. The City shall render an account to Contractor of all business done during such City operation and shall be entitled to deduct from the gross sales, all direct costs incurred by the City.

IX. SPECIFIC DUTIES:

- A. The Contractor shall provide an adequate number of waste containers as specified by the Parks and Recreation Department, including separate containers for recyclable materials. All submitted examples for waste containers must be acceptable to the City.
- B. The Contractor shall provide and place in a conspicuous place a list of prices of tickets and all other items offered for sale, including hours of operation and a Parks and Recreation phone number for information and complaints. The design and location of posting shall be subject to the approval of the Director of the Parks and Recreation Department or his designee.
- C. The Contractor agrees that the minimum hours of operation shall be seven days a week from May through September and on weekends during the remaining months, except during periods of inclement weather. The Contractor also agrees to adjust the hours of operation to meet specific needs of park visitors.
- D. Contractor shall install locked "Suggestion Box", built to the City specifications at the Contractor's expense.
- E. Contractor shall permit no advertising at or on the building other than Contractor's business signs nor permit any defacing of the building or buildings where its physical facilities are located.
- F. Contractor shall permit no undue loitering.
- G. Contractor shall permit no objectionable language.
- H. Contractor shall permit no glass containers in the building or buildings where concession facilities are located or on the train.

X. CONTRACT PROVISIONS

The Contractor shall also be bound by the Contractor's proposal as submitted dated June 6, 1995. In the event of conflict, this Agreement shall govern over Contractor's proposal.

XI. TERMINATION AND REMEDIES, CANCELLATION, SUSPENSION AND RELOCATION

A. Right to Assurance:

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within thirty (30) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- B. A party may terminate this Agreement if the other fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within thirty (30) days of receipt of written notice being given by the other party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said day may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the Agreement may be terminated upon thirty (30) days written notification.

XII. RETENTION OF IMPROVEMENTS

Should the City terminate this agreement due to Contractor's material breach, the City shall have the right to keep any improvements on payment to Texas Special or it's assigns of the cost of its assets, less depreciation claimed or ordinarily claimable as a business expense, less costs to the City to secure a new operator, and less revenues that would have normally been received by the City.

XIII. ATTORNEY'S FEES AND COST

In any action maintained by the City to enforce the terms of this Agreement, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

XIV. REMEDIES CUMULATIVE

The remedies provided by this Agreement shall be cumulative of those remedies available to the Parties.

XV. CANCELLATION

The City shall have the right to cancel this Agreement on six month's notice should the City need to indefinitely or permanently close or otherwise cease operations in the park or area in which the concession is located. In the event of termination under this provision, Contractor's total construction and improvement costs, as approved by the City, shall be apportioned equally to the number of months in the initial term and the City shall pay the Contractor a lump sum for the apportioned amount for each month remaining in the term.

XVI. SUSPENSION OF OPERATIONS

In the event that the City deems it necessary to suspend the operations of the concession, the City shall provide the contractor with a written notice outlining the length of time for the suspension and the reasonable cause. The Contractor agrees to suspend operations for the period of time requested by the City. The City agrees to extend the contract for the amount of time of the suspension.

XVII. RELOCATION OF OPERATIONS

In the event it becomes necessary to relocate the concession, such a relocation shall be at the approval of the Director of the Parks and Recreation Department and the Contractor. In the event of Agreement, the City will assist with finding a location and with a negotiated amount of the costs involved.

XVIII. MODIFICATIONS

The City reserves the right to have any additional terms and conditions incorporated into the Agreement provided an authorized modification to the contract is mutually agreed upon and duly executed by both parties.

XIX. RELEASE OF PREMISES AND PHYSICAL DAMAGES TO SAME

Contractor shall quit and surrender the premises described herein, including any fixed improvements, at the expiration of the term of this Agreement in as good a condition as normal wear and tear, elements of the weather thereof will permit. Contractor further authorizes City, or its agent, to re-enter and take possession of said premises if the same became vacant during the term of this Agreement. In the event improvements are removed for any reason by the

Contractor or his assigns or successors, the premises shall be restored to a clean and neat condition.

XX. FORCE MAJEURE

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this AGREEMENT are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which said party is unable to prevent by the exercise of reasonable diligence.

XXI. GRATUITIES

The City may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor of any agent or representative or any City official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

XXII. INSURANCE

The Contractor shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance and policy endorsements as evidence thereof:

- A. Worker's Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for employers liability of \$250,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$250,000 bodily injury by disease each employee. A Waiver of Subrogation in favor of the City of Austin, form WC 420304, shall be attached to the policy as well as a 30 day Notice of Cancellation in favor of the City of Austin, for WC 420601.
- B. Commercial General Liability Insurance with minimum Bodily Injury and property damage per occurrence limit of \$600,000 for coverages A & B, and including products and completed operations. The policy shall contain the following provisions:

Blanket contractual liability coverage for liability assumed under this contract.

Medical expense coverage with a limit of \$5,000 any one person.

City of Austin listed as an additional insured.

30 day notice of cancellation in favor of the City of Austin.

Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin.

- C. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$600,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. An additional insured, form TE gg01B, and a 30 day notice of cancellation, form TE 0202A, shall be attached to the policy in favor of the City of Austin.
- D. Any coverage written on a claims basis shall carry a retroactive date which coincides with the Contractor's first use of the premises.date. This insurance shall be maintained for the duration of this Agreement and for two years following completion of the services under this Agreement. The premium for any extended reporting period shall be paid for by the policy holder.
- E. Contractor shall not commence work under this Agreement until he/she has obtained the required insurance 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.
- F. If insurance policies are not written for amounts specified above, 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.
- G. Contractor shall be responsible for deductibles and self-insured retention's, if any, stated in policies. All deductibles or self-insured retention's shall be disclosed on the certificates of insurance required above.
- H. Insurance shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of A or better or otherwise acceptable to the City.

- I. All additional insured and 30 day notice of cancellation endorsements as well as Austin, Texas 78767-8828.
- J. The "other" insurance clause shall not apply to the Owner where the City of Austin is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- K. The City shall be entitled, upon request and without expense, to receive 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.
- L. The City reserves the right to review insurance requirements of this section during effective period of this Agreement and to make reasonable adjustments to insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law.
- M. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Agreement or as required in the Agreement.
- N. Actual losses not covered by insurance as required by this Agreement shall be paid by the Contractor.
- O. Contractor shall provide the City thirty (30) days written notice of erosion of aggregate limits below occurrence limits for all applicable coverage's indicated within the Insurance Requirements section of this Agreement.

XXIII. INDEMNITY

Contractor shall save the City its agents and employees, free and harmless from all claims or liability for damages to any person for personal injuries or loss, or damage to property occasioned by or in connection with the Contractor's exercise of the rights and privileges hereby granted. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by Contractor.

XXIV. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Agreement 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.

XXV. CLAIMS

In the event that any claim, demand, suit, or any other action is made or brought by any person, firm, corporation, or other entity against the Contractor, the Contractor shall give written notice thereof, to the City (within two (2) working days after being notified) of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the Department of Law and the Parks and Recreation Department Contract Administrator, P.O. Box 1088, Austin, Texas 78767.

XXVI. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

- A. The Contractor shall at all times observe and comply with all Federal and State laws and City ordinances and regulations which, in any manner, affect the operation of his concessions and shall observe and comply with all orders, laws, ordinances, and regulations which may be enacted by a legislative body having jurisdiction or authority over such concession. Contractor's attention is directed to Chapter 7-4 of the Code of the City of Austin, 1992.
- B. The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful operation of this concession. All taxes imposed on the operation of this business or the property used in this business owned by the Contractor, imposed by Federal, State, or governmental agency, shall be paid when due by the Contractor.

XXVII. EQUAL OPPORTUNITY

In the event the Contractor does not comply with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of Austin.

XXVIII. AUDITING REQUIREMENTS

- A. Records, of the Contractor, its subsidiaries and affiliates, subject to audit shall include but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenues and related costs and expenses of this contract. This includes, to the extent such detail will properly reflect, all contractor revenues, costs, including direct and indirect costs of labor, material, equipment, supplies; and services and all other costs and expenses of whatever nature relating to this Agreement (all foregoing hereinafter referred to as "records".) These records shall be open to inspection and subject to audit and/or reproduction by the City or its authorized representative.

The Contractor shall afford access to all of the records upon request during ordinary business hours, and shall allow the City access to records and employees throughout the term of this contract and for a period of three years thereafter. Records will be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

- B. The Contractor shall furnish annually to the Contractor Administrator, within one week of filing same, a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to concession income.

XXIX. ASSIGNMENT - DELEGATION

This agreement may not be transferred or assigned by the Contractor without the advance and written approval of the City.

XXX. NOTICES

Notices required to be given shall be made in writing and either be personally delivered or sent by registered mail. If sent by registered mail, notice shall be deemed effective three days after notice is placed for delivery. Notice shall be to the following addresses:

If to the City: City of Austin
 Parks and Recreation Department
 P.O. Box 1000
 Austin, TX 78767
 Attn: Tana Goodwill

If to the Contractor: Texas Special
Attn: Tom Larkin
1100 South First Street
Austin, Texas 78704

XXXI. CONFLICT OF INTEREST

No officer, employee, or agent either elected or otherwise, of the City or of the Contractor or any other party who exercises any function or responsibility in connection with the planning or carrying out of any agreement shall have any personal financial interest, direct or indirect, in this contract, or receive any benefits accruing therefrom, other than regular employment or fee as agreed upon herein, nor shall any the person wherever connected, who has, or exercises any function or responsibility in connection with the Agreement have any personal financial interest, direct or indirect, in the contract or receive any benefits other than that accruing from compliance with this Agreement.

XXXII. SEVERABILITY OF PROVISIONS

If any provision(s) of this Agreement is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties.

XXXIII. VENUE

Venue for any litigation arising from this contract shall lie in Austin, Travis County, Texas.

XXXIV. CONTRACT MANAGER

The designated contract manager for the City shall be Ms. Tana Goodwill, Management Services Division, Parks and Recreation Department, 200 South Lamar, Austin, Texas 78704, telephone (512) 499-6723. The Contract Administrator shall be authorized to act on behalf of the City to organize, schedule, coordinate work processes and review and approve work projects for this concession. The City may designate a new contract administrator at any time.

XXXV. LEGAL RELATIONSHIPS

It is understood and hereby agreed by the Parties that the Contractor is, and shall be, an independent contractor in its performance of this agreement and shall control all ways, means and details incident to the performance of himself and his agents and employees under this contract. Neither the Contractor nor his agents or employees shall be considered employees of the City of Austin, shall not be

subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees.

XXXVI. LIABILITIES OF MONIES

The Contractor shall be liable in full for all funds collected, paid to, or found otherwise in the Contractor's possession and due to the City, until such time as the funds are physically transferred over to and accepted by the City.

XXXVII. MAINTENANCE OF RECORDS

All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of a project, whichever occurs first; except that records will be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

XXXVIII. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend, or limit any provision in the contract.

XXXIX. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an 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 the right, in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fees.

XXXX. SAFETY INSPECTION

The City reserves the right to conduct safety inspections of the concession. The findings of such inspections will be reviewed with the contractor and the contractor will be responsible for correcting any violations identified.


XXXXI. NON-WAIVER

Failure of the City to exercise any right or remedy secured to it under this agreement shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Executed this 11th day of APRIL, 1996

CONTRACTOR:

Texas Special

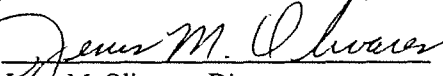

Signature

Thomas J. Larkin
Print Name

Joint Venturer
Title


PARKS AND RECREATION DEPARTMENT

City of Austin

By: 
Jesus M. Olivares, Director
Parks and Recreation Department

PURCHASING OFFICE:

City of Austin

By: 
Eddie Clark, Acting Purchasing Officer
Financial and Administrative Services Department

APPROVED AS TO FORM:

City of Austin

By: 
Law Department



**REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE**

CITY OF AUSTIN, TEXAS

MINIATURE TRAIN CONCESSION AT ZILKER PARK

Request for Proposal No.: GB95300132 Addendum No: 2 Date of Addendum: June 5, 1995

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

1.0 OBJECTIVE

Delete Sentence: "The track proposed for use with this concession should weigh 16 pounds for every three feet of steel."

NOTE: Company shall provide a 16 inch gauge track.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-cited Request for Proposal.

APPROVED BY: _____

Gerard Bickham
Gerard Bickham, Buyer
Purchasing Office

ACKNOWLEDGED BY:

Supplier

Authorized Signature

Date

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



**REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE**

CITY OF AUSTIN, TEXAS

MINIATURE TRAIN CONCESSION AT ZILKER PARK

Request for Proposal No.: GB95300132 Addendum No: 1 Date of Addendum: June 5, 1995

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

1.0 OBJECTIVE

Delete Sentence: "The track proposed for use with this concession should weigh 16 pounds for every three feet of steel. Company to provide a 16 inch gauge track."

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-cited Request for Proposal.

APPROVED BY: _____

Gerard Bickham
Gerard Bickham, Buyer
Purchasing Office

ACKNOWLEDGED BY:

Supplier

Authorized Signature

Date

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

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL

SOLICITATION NO.: GB95300132

COMMODITY/SERVICE: MINIATURE TRAIN CONCESSION
AT ZILKER PARK

DATE ISSUED: MAY 8, 1995

CLOSING DATE AND TIME: JUNE 7, 1995 AT
3:00 P.M., II COMMODORE PLAZA, SUITE 15.120,
206 E. 9th STREET, AUSTIN, TEXAS 78701

REQUISITION No.: 860JJC00101

PRE-PROPOSAL DATE AND TIME: MAY 17, 1995
AT 10:00 A.M., BARTON SPRINGS POOL,
2201 BARTON SPRINGS ROAD, AQUATICS CONFERENCE
ROOM #1, AUSTIN, TEXAS 78704

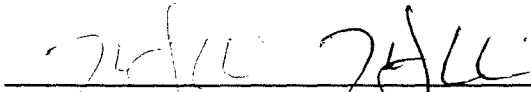

Gerard Bickham, Buyer 512/499-1892

FOR TECHNICAL INFORMATION CONTACT:
Tana Goodwill, 512/499-6723

***** NOTE: BIDDERS ARE REQUIRED TO SUBMIT TWO (2) SIGNED COPIES OF ENTIRE BID *****

SOLICITATION TO:

Texas Special
1100 South Fifth Street
Austin, Texas 78704


Signature of Person Authorized to Sign Bid
FEDERAL TAX ID NO. [REDACTED]
Phone No. (512) 442-4845

Tom Larkin, Venture partner
Signer's Name and Title: (Please print or type)
Date: June 6, 1995

AWARD DOCUMENT

(This section for City of Austin only)

Date of Award:
The above bid is accepted as to:

Contract No.:
Dollar Value:



REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE

CITY OF AUSTIN, TEXAS

MINIATURE TRAIN CONCESSION AT ZILKER PARK

Request for Proposal No.: GB95300132 Addendum No: 2 Date of Addendum: June 5, 1995

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NOTE: Company shall provide a 16 inch gauge track.

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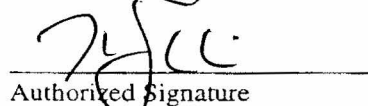
BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-cited Request for Proposal.

APPROVED BY:


Gerard Bickham, Buyer
Purchasing Office

ACKNOWLEDGED BY:

Texas Special
Supplier



Authorized Signature

6/6/95
Date

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

ATTACHMENTS

- BIDDING AND OTHER INSTRUCTIONS, 2 PAGES
- STANDARD PURCHASE TERMS AND CONDITIONS, 4 PAGES
- SECTION I, PROPOSAL REQUIREMENTS, 6 PAGES
- SECTION II, SCOPE OF SERVICES, 5 PAGES
- SECTION III, STANDARD CONTRACT PROVISIONS, 9 PAGES
- HRC 0002, WORK FORCE REPORT FORM, 1 PAGE
- HRC 0001, NON-DISCRIMINATION CERTIFICATION, 1 PAGE
- MBE/WBE SUBCONTRACT DISCLOSURE FORM AND INSTRUCTIONS, 5 PAGES
- "NO BID" REPLY FORM, 1 PAGE

NOTE:

The undersigned agrees, if this bid is accepted within 180 calendar days (90 days unless a different period is inserted) after date of opening, to fully comply in strict accordance with the invitation for bid, specifications and provisions attached thereto for the amounts shown on the accompanying bid.

HUMAN RIGHTS COMMISSION
Post Office Box 1088
Austin, Texas 78767-8834

DATE OF THIS REPORT

June 6, 1995

WORK FORCE REPORT

All firms/contractors which provide for the expenditure of \$2,000.00 or more OR who employ fifteen (15) or more employees who furnish labor, materials, goods, or services pursuant to a contract with the City of Austin are required to complete this form.

Texas Special

(512) 442-4845

NAME OF FIRM

AREA CODE/PHONE NUMBER

1100 South Fifth Street

Austin

Texas

78704

ADDRESS

CITY

STATE

ZIP CODE

Tom Larkin, Venture partner

X

[Signature]

TYPED/PRINTED NAME & TITLE OF AUTHORIZED EXECUTIVE

SIGNATURE

NOTE: USE MOST RECENT PERSONNEL INFORMATION

FULL-TIME EMPLOYEES	TOTAL NO. EMPLOYEES		WHITE		NATIVE AMERICAN		BLACK		HISPANIC		ASIAN		OTHER	
	MALE	FEMALE	M	F	M	F	M	F	M	F	M	F	M	F
ADMINISTRATIVE & MANAGERIAL	1	1	1					1						
PROFESSIONAL	4		4											
TECHNICAL														
SALES WORKERS														
OFFICE & CLERICAL		4						2		2				
SKILLED WORKERS	3	1	1				1		1	1				
SEMI-SKILLED WORKERS														
UNSKILLED WORKERS														
SEASONAL, TEMPORARY & PART-TIME														
TOTALS	8	6												

Remarks These are all new personnel for our joint venture. The managerial and professional personnel have been identified. The office and skilled workers are based on the labor force available as identified by Norrell Staffing Services of Austin.

misrepresentation of facts will disqualify the firm.

MINORITY/WOMEN PERSONS AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES. Minority group members under the Minority Purchasing Ordinance 870219-Q as amended are: Blacks, Hispanics, Native Americans, and Asians-Pacific natives who are citizens of the United States or lawfully admitted resident aliens. Women are females who are citizens of the United States or lawfully admitted resident aliens. A minority-owned or women-owned business enterprise is generally defined as one which is at least fifty-one per centum (51%) owned by one or more minority persons or one or more women respectively; in the case of a publicly owned business, at least fifty-one per centum (51%) of all classes of the stock of which is owned by one or more minority persons/women.

☐ I am not a Minority-Owned/Women-Owned Business Enterprise.

☒ I am certified by the City of Austin as a Minority-Owned ☒ or a Women-Owned ☐ Business Enterprise. Date of last certification: Expires 3/10/96 This certification is for Endless Options, Inc. which will own 25% of this joint venture.

☐ I am a Minority-Owned/Women-Owned Business Enterprise, but have not been certified by the City of Austin.

Specific definitions as adopted by Ordinance 870219-Q as amended will be provided to you upon request. If you desire to apply to the City of Austin for certification, immediately contact the Office of Minority Business Affairs at (512) 499-2022.

HUMAN RIGHTS COMMISSION

NON-DISCRIMINATION CERTIFICATION

TO: CITY OF AUSTIN, TEXAS

I hereby certify that our firm conforms to the City of Austin Ordinance No. 72-0615A as reiterated below:

ARTICLE IV. Non-Discriminatory Employment Requirements of Contractors.

Sec. 2-14. Requirements of contractors.

- (b)(1) Not to engage in any discriminatory employment practice defined in this article.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this article. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this article.
- (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, or national origin.
- (5) To obtain a written statement from any labor union or organization furnishing labor or service to the contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this article and to take affirmative action to implement the policies and provisions of this article.
- (6) To cooperate fully with the City of Austin and the Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require compliance with the provisions of this article by all subcontractors having fifteen or more employees who hold any sub-contract providing for the expenditure of \$2,000.00 or more in connection with any contract with the City of Austin subject to the terms of this article.
- (8) All participating contractors shall respond to any such interrogatory from this Commission or the City of Austin related to employment practice under any provision of this article.

Dated this 6th day of June, 19 95.Vendor Texas SpecialAuthorized Signature Thyke ThykeTitle Thomas Larkin, Joint Venture,
Project Manager

MBE PARTICIPATION FORM

Vendor Texas Special
 Address 1100 South Fifth Street
 City Austin State Texas Zip 78704
 Phone No. (512) 442-4845 IFB/RFP/RFQ No. HM943
 PROJECT NAME Train concession at Zilker Park PROJECT MANAGER Tom Larkin
 Total Contract \$ 500,000.00 (est.)
 Total Subcontract \$ 225,000.00

MBE Goal: 10% Actual % 25% Dollars (\$) 125,000.00
 WBE Goal: 5% Actual % 15% Dollars (\$) 75,000.00

*For Professional services please refer to instructions.

Part A: Disclosure of M/WBE Subcontractors (Page 1A is provided for additional disclosure space.)

As required by City Ordinance No. 870219-Q as amended, below is a list of all proposed M/WBE Subcontractors to be utilized in the execution of this contract. Bidder shall also use Part D of this form to furnish a final list of the balance of all other proposed Subcontractors and suppliers not later than five (5) calendar days after being notified that you are the apparent low bidder. under R. Rosa

Name of Subcontractor Raul Rosa Construction City of Austin Certified: MBE ☒ WBE ☐
 Address 905 Shady Lane
 City Austin State Texas Zip 78702
 Name of Contact Person Raul Rosa Phone Number (512) 385-4600
 Amount of Contract: \$ 125,000.00 % of contract 25%

Brief Description of Work:

This company will do all sitework, and construction and installation of track (including repair work and maintenance on continuing basis). They will also construct second depot. Since the amount of repair may differ if we can not purchase the existing track, this is our best estimate.

Name of Subcontractor M & M Specialties, Inc. City of Austin Certified: MBE ☐ WBE ☒
 Address P.O. Box 544
 City Pflugerville State Texas Zip 78691
 Name of Contact Person Melanie Phillips Phone Number (512) 251-2116
 Amount of Contract: \$ 75,000.00 % of contract 15

Brief Description of Work:

This company will procure all materials needed for track installation, construction and repair. Again, this is our best estimate.

I have read and understand the instructions, have completed and attached the proper section, and certify the

information as true and accurate:

Name (print or type) Tom Larkin Title Venture partner / Project Manager
 Authorized Signature [Signature] Date 6-6-95