



Amendment No. 1  
to  
Contract No. NA170000100  
for  
Grounds Maintenance for Medians, Orphan Properties, Right of Ways, and Urban Trails  
between  
Abescape Group LLC  
and the  
City of Austin, Texas

- 1.0 The City hereby accepts the price changes as indicated in Exhibit E, Attachment A - Abescape Group D - Final BAFO from RFP 6200 SMB0202:

GROUP D. Orphan Properties and Right of Ways		
ITEM #	ITEM DESCRIPTION	UNIT PRICE
1.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or less	\$0.013750
2.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or less	\$0.027500
3.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or less	\$0.068750
4.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or less	\$0.206250
5.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or over	\$0.006875
6.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or over	\$0.013750
7.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or over	\$0.034375
8.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or over	\$0.103125
9.D	Right of Way (ROW) - Regular Mowing	\$0.012750
10.D	Right of Way (ROW) - Irregular Mowing	\$0.025500
11.D	Right of Way (ROW) - Light to Moderate Clearing	\$0.051000
12.D	Right of Way (ROW) - Heavy Clearing	\$0.127500
13.D	Material Hauling and Disposal	\$23.50000
14.D	Tire Handling and Disposal for Tires less than 20 inches in size	\$11.50000
15.D	Tire Handling and Disposal for 20 inches in size or larger	\$17.00000

- 2.0 The total contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 3/23/2017 – 3/22/2018	\$50,000.00	\$50,000.00
Amendment No. 1: Price Changes 5/4/2017	\$0.00	\$50,000.00

- 3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

**ABESCAPE GROUP LLC**



Signature

Abraham Herrera

Printed Name of Authorized Person

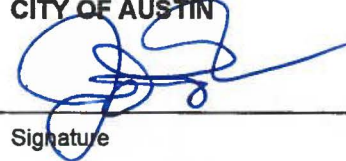
Owner

Title

5/4/2017

Date

**CITY OF AUSTIN**



Signature

JONATHAN DALCHAN

Printed Name of Authorized Person

PROCUREMENT SPECIALIST IV

Title

5/4/2017

Date

# EXHIBIT E

## ATTACHMENT A - ABESCAPE GROUP D - FINAL BAFO

### CITY OF AUSTIN

#### GROUPS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS

SOLICITATION NO.: RFP 6200 SMB0202

		Option 1 Abescape BAFO Pricing	Option 2 TIBH Pricing	Option 3 Next Low Pricing	Option 4 Retract Offer
GROUP D. Orphan Properties and Right of Ways					
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or less	\$0.00340	\$0.013750	\$0.00400	Retract Proposal in whole for Solicitation SMB0202
2.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or less	\$0.00450	\$0.027500	\$0.00560	
3.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or less	\$0.04500	\$0.068750	\$0.078750	
4.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or less	\$0.07500	\$0.206250	\$0.362500	
5.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or over	\$0.00340	\$0.006875	\$0.00788	
6.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or over	\$0.00450	\$0.013750	\$0.00800	
7.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or over	\$0.04500	\$0.034375	\$0.03750	
8.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or over	\$0.07500	\$0.103125	\$0.197500	
9.D	Right of Way (ROW) - Regular Mowing	\$0.00177	\$0.012750	\$0.00300	
10.D	Right of Way (ROW) - Irregular Mowing	\$0.00180	\$0.025500	\$0.00350	
11.D	Right of Way (ROW) - Light to Moderate Clearing	\$0.00239	\$0.051000	\$0.061000	
12.D	Right of Way (ROW) - Heavy Clearing	\$0.07500	\$0.127500	\$0.157500	
13.D	Material Hauling and Disposal	\$49.00000	\$23.50000	\$28.00000	
14.D	Tire Handling and Disposal for Tires less than 20 inches in size	\$3.00000	\$11.50000	\$10.00000	
15.D	Tire Handling and Disposal for 20 inches in size or larger	\$4.50000	\$17.00000	\$17.00000	
Choose one of the four options as a final price offer to the City for the lines proposed under Group D:		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature:

Digitally signed by Abraham Horvath  
DN: cn=Abraham Horvath, o=Abescape Group LLC, ou=Owner, email=ahorvath@abescape.com, c=US  
Date: 2017.05.03 15:51:54 -0500

Date: 05/03/2017





# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 23, 2017

Abescape Group LLC  
Abraham Herrera  
9807 Ranch Road 620 N., Unit 24307  
Austin, TX 78726

Dear Mr. Herrera:

The City of Austin approved the execution of an administrative contract with your company Abescape Group LLC for Grounds Maintenance for Medians, Orphan Properties, Right of Ways, and Urban Trails in accordance with the referenced solicitation.

Responsible Department:	Austin Code Department
Department Contact Person:	Kimberly Williams
Department Contact Email Address:	<a href="mailto:Kimberly.Williams@austintexas.gov">Kimberly.Williams@austintexas.gov</a>
Department Contact Telephone:	(512) 974-6308
Project Name:	Grounds Maintenance
Contractor Name:	Abescape Group
Contract Number:	NA170000100
Contract Period:	3/23/2017 – 3/22/2018
Dollar Amount	\$50,000.00
Extension Options:	N/A
Requisition Number:	RQM 1600 - 17032000365
Solicitation Number:	SMB0202

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau  
Senior Buyer Specialist  
City of Austin  
Purchasing Office



**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")  
AND  
ABESCAPE GROUP LLC ("CONTRACTOR")  
FOR  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND  
URBAN TRAILS  
MA 1600 NA170000100**

This Contract is between Abescape Group LLC having offices at 9807 Ranch Road 620 N., Unit 24307, Austin, TX 78726 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").

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

- 1.1.1 This Document
- 1.1.2 Exhibit A, Request for Proposal (RFP), RFP 2200 SMB0202 including all documents incorporated by reference
- 1.1.3 Exhibit B, Abescape Group LLC Offer, dated 2/10/2017, including subsequent clarifications
- 1.1.4 Exhibit C, the City's Non-Discrimination Certification
- 1.1.5 Exhibit D, the City's Non-Suspension & Debarment Certification

**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 Document
- 1.2.2 Exhibit A as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 Exhibit B as referenced in Section 1.1.3
- 1.2.4 Exhibit C as referenced in Section 1.1.4
- 1.2.5 Exhibit D as referenced in Section 1.1.5

**1.3 Term of Contract.** The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for a term of one (1) year.

**1.4 Compensation.** The Contract shall be paid a total Not-to-Exceed amount of \$50,000 for the initial Contract term. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

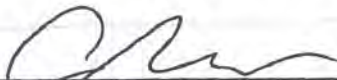
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**ABESCAPE GROUP LLC**

**CITY OF AUSTIN**

Abraham Herrera  
Printed Name of Authorized Person

JONATHAN DALCHAN  
Printed Name of Authorized Person

  
Signature

  
Signature

Owner  
Title:

PROCUREMENT SPECIALIST IV  
Title:

3/23/17  
Date:

3/23/2017  
Date:



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP 6200 SMB0202

**DATE ISSUED:** January 16, 2017

**REQUISITION NO.:** RQM 6200 16103100074

**COMMODITY CODE:** 98836

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

Primary Contact:

Jonathan Dalchau

Senior Buyer Specialist

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

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

Secondary Contact:

Marian Moore

Buyer II

**Phone:** (512) 974-2062

**E-Mail:** Marian.Moore@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Grounds Maintenance  
for Medians, Orphan Properties, Right of Ways, and Urban Trails

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 11:30 AM,  
Monday, January 23, 2017

**LOCATION:** Municipal Building, 124 W. 8th Street, Suite 335.1,  
Austin, TX 78701

**PROPOSAL DUE PRIOR TO:** 2:00 pm (CDT), Tuesday  
February 14, 2017

**PROPOSAL OPENING TIME AND DATE:** 2:15 pm (CDT),  
Tuesday February 14, 2017

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

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
please select this link:

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SMB0202	Purchasing Office-Response Enclosed for Solicitation # SMB0202
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE**  
(Electronic copy should be a single scanned file of the original response per flash drive)

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



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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE SHEET	4
Attachment B	LIST OF NORTH & SOUTH MOWING ZONES	8
Attachment C	LIST URBAN TRAILS	2
Attachment D	EXCEPTIONS FORM	1

**\* Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**\*\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

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

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

## INTERESTED PARTIES DISCLOSURE

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

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

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

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

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

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



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

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

**10. WORKFORCE**

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

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

**12. INVOICES:**

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

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

**13. PAYMENT:**

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

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

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

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

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

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

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

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

**17. AUDITS and RECORDS:**

- 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. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.



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

**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.
- 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.

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

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.
  - 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

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

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 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.



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

**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In 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 OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 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

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

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, 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 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.

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

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty 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.

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

**48. DISPUTE RESOLUTION:**

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



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

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP 6200 SMB0202**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal due date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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 \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP 6200 SMB0202**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the initial Contract term. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP 6200 SMB0202**

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Works, Street & Bridge Division
Attn:	Brenda Jimenez
Address	505 Barton Springs Road #800
City, State Zip Code	Austin, TX 78704

	City of Austin
Department	Austin Code Department
Attn:	Accounts Payable
Address	P.O. 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.

**6. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP 6200 SMB0202**

- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

**8. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the initial term of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. The City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP 6200 SMB0202**

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
10. **CONTRACT MANAGERS:** The following persons are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department: Public Works, Street & Bridge Division

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Contact: Rob Grotty

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Phone: (512) 974-9198

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Email: [rob.grotty@austintexas.gov](mailto:rob.grotty@austintexas.gov)

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Department: Austin Code Department

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Contact: Manuel Villegas or Elaine Garrett

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Phone: (512) 974-1930 or (512) 974-1991

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Email: [manuel.villegas@austintexas.gov](mailto:manuel.villegas@austintexas.gov) or [elaine.garrett2@austintexas.gov](mailto:elaine.garrett2@austintexas.gov)

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

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

**1. PURPOSE**

The City of Austin (City) is seeking qualified Contractors to provide grounds maintenance services for selected medians, orphan property lots or parcels, Right of Ways (ROWs), and urban trails within the City limits.

This Contract will be used by the Public Works Department for maintenance of medians, ROWs, and urban trails. The Austin Code Department will use the contract for maintenance of orphan properties and ROWs. Usage of this Contract may vary as the needs of the City changes. The initial frequency and mowing description requirements provided are estimates only. Services may be added or removed to meet these requirements. Other City departments and locations may be added on an as-needed or on a permanent basis.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.

**2. MINIMUM QUALIFICATIONS**

The Contractor shall:

- 2.1 Maintain an office location within 40 miles of the Texas State Capitol, where management of services described in this Scope of Work occur.
- 2.2 Have a minimum of five (5) years prior experience providing services similar in scope and size described herein.
- 2.3 Own the minimum equipment listed in Paragraph 5.10.1 or 5.10.3 as relevant to the assigned area.

**3. ASSIGNED AREAS**

3.1 Assigned areas are defined as follows:

3.1.1 Zone 1 - North of the Colorado River

3.1.2 Zone 2 - South of the Colorado River

3.1.3 Urban Trails

3.1.4 Orphan Properties - located throughout the City on an as needed basis

3.2. In the event a Contractor is unable to provide services in its assigned area, the City's Contract Manager or designee may choose to engage other parties listed on this Contract as secondary sources or outside parties not named in this Contract. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call, and the credit will be detailed on the next outstanding invoice.

3.3. Specific work sites for Zones 1 and 2, including total acreage, are provided in Attachment B. A mapped pictorial reference can be found at:  
<http://austin.maps.arcgis.com/apps/webappviewer/index.html?id=9cf902615d3d429fbc524b7a50c5e1dd>.  
For reference, on the black title line, on the right side, the third symbol provides a layer list. To see a list of Open and check PWD mowing areas.

3.4. Specific work sites for urban trails, including total acreage, are provided in Attachment C.

**4. ENVIRONMENTAL IMPACT**

4.1 In the City's efforts to reduce environmental impact, the Contractor shall endeavor to reduce emissions, excessive noise, use of fertilizers, insecticides, or other chemicals; and employ practices that reduce negative impact to the wildlife or environment.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

- 4.2 The Contractor shall not use traditional gasoline or diesel mowers to provide services under the Contract. The City's equipment preferences include propane, bio-diesel, or natural gas powered mowers, edging, or trimming devices, electric mowers, edging, or trimming devices, and hand tools where appropriate.
- 4.3 The City values innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and green-house gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.

**5. GROUNDS MAINTENANCE SERVICES**

The Contractor shall provide grounds maintenance for medians, orphan properties identified by a City Inspector (Inspector), ROWs, and urban trails. Grounds maintenance includes mowing and/or string trimming and cleaning; shrub trimming; trash/litter pickup and removal; hauling, tire handling and disposal, permitting and traffic control; and other related activities.

- 5.1 The Contractor shall provide all equipment, personnel, transportation, and other items necessary to render services under this Contract.
- 5.2 The Contractor shall perform services in compliance with all relevant regulatory guidelines associated with providing services under this Contract.
- 5.3 The Contractor shall ensure that debris does not enter the City storm water system at any time.
- 5.4 The Contractor shall mark its vehicles with an external identifying company sign/logo of a minimum size of 12"x18" on both sides any time it is on City property. The Contractor shall attach to all riding mowers, a slow-moving vehicle emblem and, at minimum, one (1) amber strobe light.
- 5.5 The Contractor shall adhere to the following requirements associated with Orphan Properties and ROWs, at a minimum:
  - 5.5.1 The City will transmit to the contractor a Property Cut List, Property Package, or other written documentation that specifies instructions by the Inspector, including name and phone number if changes are required. The Contractor shall obtain written permission from an Inspector in advance before any changes at job site are made by contractor.
  - 5.5.2 The Contractor shall not enter or begin work on any lot or parcel which appears to have been recently cleared or is in the process of being cleared by the landowner, his agent, employee, or independent contractor. Instead, the Contractor shall immediately inform the Inspector of such finding and move on the next designated ROW, lot, or parcel on the Property Cut List or as directed by the City.
  - 5.5.3 The Contractor, in servicing the job site indicated on the Property Cut List (or other written document), shall protect all desirable vegetative growth such as trees, shrubs, and wood vines from damage, injury, or loss. Trees shall be trimmed only up to a height of eight feet in order to enhance subsequent machine mowing, and shrubs are trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger life of such plants.
  - 5.5.4 After the completion of a job, the Contractor shall notify the Inspector, and the Inspector will visit the job site to validate the work completed and take required after photos.
- 5.6 **Mowing and/or String Trimming**
  - 5.6.1 Regular Mowing. The City defines Regular Mowing as the mowing of tall grass and weeds; removal of a relatively small amount of brush, rubbish, trash, trimmings.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

- 5.6.2 Irregular Mowing. The City defines Irregular Mowing as the mowing and/or removal of any of the types of material described under Regular Mowing but, due to overgrowth of greater than 18", it is indicated that the mowing work will proceed with relative slowness and difficulty and/or a portion of the work need to be done by hand with hand-held tools or push-type mowers.
- 5.6.3 The Contractor shall ensure that cut grass does not remain against fences, structures, and retaining walls. Mulching mowers must be used. No bagging of cut grass allowed unless specified and/or agreed upon by the City's Contract Manager. Grass clippings **MUST** remain on lawn. The Contractor shall blow back onto the turf area any grass clippings that land on any hard surface (sidewalk, curb, street, etc.) before leaving the site.
- 5.6.4 The Contractor shall mow grass and vegetation (except ornamental) no higher than four (4) inches and no lower than two (2) inches. The Contractor shall ensure that grass mowed is uniform throughout the entire area, except as directed by the City's Contract Manager or designee.
- 5.6.5 The Contractor shall string trim all turf areas within the site that cannot be cut by a mower. This can be completed either before or just after mowing operations. These areas include but are not limited to, building perimeters, poles, fences, guardrail posts, bridge railings, and trees. The Contractor shall ensure that string trimmers or other similar devices are not in direct contact with tree trunks.
- 5.6.6 The Contractor shall trim to the ground for a straight-line cut, to include but not be limited to, the edge of every sidewalk, driveway, and curb during each visit.
- 5.6.7 The Contractor shall trim down to the surface of the concrete or asphalt any vegetation that is growing in the expansion joint or in a crack in the sidewalks, curbs, gutters, or paved ends of the medians that are maintained on the site. The Contractor shall ensure that vegetation does not grow on or hang over any concrete or asphalt areas that are maintained under this Contract.
- 5.6.8 The Contractor shall mow, trim, or edge all urban trails, wherever possible, a maximum of five feet off trail edge. For suspended sections of urban trails (bridges, boardwalks, etc), a string trimmer shall be used to cut tall grass and weeds down to the level of the trail surface and to a distance of three feet away from the edge of the trail. Any resulting trimmings that end up on the trail surface shall be blown off the edge of the trail.

**5.7 Clearing**

- 5.7.1 Light/Moderate Clearing. The City defines light/moderate clearing as the mowing of all tall grass and weeds; removal of a moderate amount of brush, rubbish, trash, trimmings, or any other objectionable, unsightly or unsanitary matter; and/or requires the trimming of a moderate number of trees or shrubs, but due to inaccessibility and/or uneven terrain and/or the amount of material to be removed, work is accomplished by hand-held tools. Work may also include the grading or filling of holes, wells, and other areas which may pose hazards or hold stagnant water.
- 5.7.2 Heavy Clearing. The City defines light/moderate clearing as the mowing and/or removal of the types of material indicated under Light/Moderate Clearing but are in such quantities as to require the use of a front-end loader, dump truck, brush chipper, back-hoe or track loader; and/or the removal of small, dilapidated structures or parts of old foundations; and/or the City determines that grading or re-grading is needed to fill hazardous holes or provide for proper drainage.
- 5.7.3 Tire Handling and Disposal. The City defines tire handling and disposal as the removal and subsequent disposal of tires in a proper manner. The Contractor shall comply with all applicable Municipal Solid Waste Management regulations of the Texas Commission on Environmental Quality (TCEQ) governing the proper storage, transport, and the disposal of used/scrap tires.



**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

- 5.7.3.1 The City will pay the cost of tire handling and disposal on a per tire basis according to the price structure set forth in Attachment A - Price Sheet.
- 5.7.3.2 The number of tires must be verified by the Inspector. The Contractor shall include photograph documentation for verification at each job site.
- 5.7.3.3 The Contractor shall include as backup documentation with the corresponding invoice receipts from an approved permitted solid waste disposal and/or recycling facility and copies of permit/registration and load manifesting documents required by TCEQ.
- 5.7.4 Hauling. The City defines hauling as the movement of materials to and/or from a jobsite.
  - 5.7.4.1 The City will estimate in cubic yards the amount of material to be removed or fill to be added.
  - 5.7.4.2 The Contractor shall include as backup documentation with the corresponding invoice, receipts from an approved permitted solid waste disposal and/or recycling facility; before and after photos of the job site; and photos of trailers showing the amount of material hauled.
  - 5.7.4.3 Tires will not be included in the cubic yardage calculation.
- 5.7.5 Special Case. The City defines a Special Case as a non-ordinary situations where special equipment, such as pumps or hoisting equipment is needed, or where items are removed from property not for disposal, but at the direction of a court of law or other such entity, including orders from the Boards and Standards Commission (BSC) or District Court orders relating to fire damaged or flooding issues. Items may also include those removed for salvage or for holding preliminary to storage or auction by the City, or where the required worksite operations are sorting, stacking, carrying, or rearranging personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as otherwise determined by the City.
  - 5.7.5.1 The Price Structure set forth in Attachment A - Price Sheet shall apply to Special Case jobs. Any other fees for Special Cases will be agreed upon in writing by the City and Contractor prior to the commencement of work. The total fee for a Special Case job will be no less than \$250.
- 5.8 **Trash/Litter Pickup and Removal**
  - 5.8.1 The Contractor shall remove litter and debris from maintenance area prior to and after mowing, string trimming, and blowing, and properly dispose of such material after each visit. Litter or debris, (tree limbs, bushes, un-mowed leaves, cans, paper, plastic, etc.) shredded by mowers or trimmers, should be collected before leaving the site and disposed of properly by the Contractor.
- 5.9 **Permitting and Traffic Control**
  - 5.9.1 The Contractor shall adhere to all Federal, State, and Local safety and traffic control guideline with respect to ROW mowing, including visibility and garment design requirements.
  - 5.9.2 The Contractor shall provide proper traffic control in accordance with City of Austin ROW Management approved traffic plans when closing any lane of traffic. Additional information regarding ROW Permits can be found at:  
[https://austintexas.gov/sites/default/files/files/Transportation/Right\\_of\\_Way/TURP\\_current.pdf](https://austintexas.gov/sites/default/files/files/Transportation/Right_of_Way/TURP_current.pdf)
  - 5.9.3 For Temporary Use of ROW Permits, the Contractor shall contact the Transportation Department at (512) 974-7180
  - 5.9.4 The Contractor shall install "Mowers Ahead" advance warning signs (Standard CW21-9, 30"x30") prior to work zone
  - 5.9.5 The Contractor shall ensure that all safety and protection devices are in accordance with the Texas Manual on Uniform Traffic Control Devices.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

**5.10 Equipment**

The Contractor shall have all equipment needed to fulfill the requirements under this Contract. The Contractor shall ensure that its equipment is functional, safe, and in good condition to provide a clean, sharp cut of vegetation.

5.10.1 The Contractor shall, at minimum, own the following equipment when performing work for the medians and ROWs:

- 5.10.1.1 Trucks – 2 each
- 5.10.1.2 Trailers – 2 each
- 5.10.1.3 60" – Zero Turn Mowers – 3 each
- 5.10.1.4 String Trimmers – 6 each
- 5.10.1.5 Hand held or backpack power blowers – 4 each

5.10.2 The Contractor shall, at minimum, own the following equipment when performing work for the City of Austin Urban Trails:

- 5.10.2.1 Truck – 1 each
- 5.10.2.2 Trailer – 1 each
- 5.10.2.3 60" – Zero Turn Mower – 1 each
- 5.10.2.4 String Trimmers – 2 each
- 5.10.2.5 Hand held or backpack power blower – 1 each

5.10.3 The Contractor shall, at minimum, own the following equipment when performing work for the orphan properties and ROWs:

- 5.10.3.1 Camera – 1 each
- 5.10.3.2 Weed Eater – 6 each
- 5.10.3.3 Blower – 2 each
- 5.10.3.4 Van – 1 each
- 5.10.3.5 14-yard trailer – 1 each
- 5.10.3.6 20' grilled trailer – 1 each
- 5.10.3.7 Chainsaw – 1 each
- 5.10.3.8 Small tractor – 1 each
- 5.10.3.9 Large tractor – 1 each
- 5.10.3.10 Skid steer – 1 each
- 5.10.3.11 Dump trailer – 1 each
- 5.10.3.12 1-Ton truck - 1 each
- 5.10.3.13 Light Duty Truck - 1 each
- 5.10.3.14 Push mower (quantity not specified)
- 5.10.3.15 Riding mower (quantity not specified)
- 5.10.3.16 Front end loader/scrapper (quantity not specified)
- 5.10.3.17 Optional Equipment: Preference will be granted to Contractors who own a roll-off dumpster.

5.10.4 The City's Contract Manager or designee reserves the right to inspect the Contractor's equipment at any time prior to Contract execution or during the Contract term.

5.10.5 The Contractor, at its sole expense, shall replace equipment deemed unacceptable by the City's Contract Manager or designee by the next scheduled visit. Unacceptable equipment may include, but is not limited to, equipment with continuous malfunctions, excessive noise, unacceptable emissions, and leaking or spillage.

5.10.6 The Contractor's equipment shall not be stored on City property at any time.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

5.10.7 Refer to Paragraph 4. on the City's equipment preferences as related to reducing environmental impact.

5.10.8 Special Equipment. The City may request the Contractor to perform work where special equipment. Special Equipment shall not include the ones listed in Paragraphs 5.10.1 to 5.10.3 of this Scope of Work. If Special Equipment is needed to complete a job, fees will be agreed upon in writing by the City and Contractor prior to commencement of work.

**5.11 Personnel**

5.11.1 The Contractor shall ensure those employees providing services under the Contract display identification that includes both the name of the Contractor and the employee. The Contractor shall ensure that employees wear identification on their outer garment at all times while performing maintenance services at any City site. The City finds acceptable a t-shirt uniform that meets the required identification standards.

5.11.2 The Contractor shall designate a responsible representative at the work site during all hours worked on the work site ("On-Site Supervisor"). The Contractor's On-Site Supervisor shall be fluent in the English language and be able to communicate effectively with the City's Contract Manager or designee.

5.11.3 The Contractor shall designate an experienced and knowledgeable Operations Manager who will serve as the primary point of contact for this Contract. The Operations Manager shall be the primary interface with the City's Contract Manager or designee.

**5.12 Work Schedule**

5.12.1 The Contractor shall perform services Monday through Friday, 8:00 a.m. to 6:00 p.m., excluding City holidays ("Regular Work Hours"), according to a schedule mutually agreed upon by the City and Contractor. The schedule will include properties to be mowed and days they will be serviced.

5.12.2 The Contractor shall not schedule work outside of Regular Work Hours without prior written approval by the City's Contract Manager or designee.

5.12.3 The Contractor shall notify, and the City will approve in writing, any deviation to the work schedule.

**5.13 Contract Kick-Off Meeting**

5.13.1 The Contractor shall attend a Contract Kick-Off Meeting within five (5) business days after Contract execution.

5.13.2 The Contractor shall provide at the Contract Kick-Off Meeting, a written work schedule; final staffing plan; and name and contact information for the Contractor's On-Site Supervisor and Operations Manager.

**5.14 Completion of Work**

5.14.1 The Contractor shall arrive at each site with sufficient time to complete the work. Once work at a site has begun, the Contractor shall complete the work in its entirety before leaving that site. The Contractor shall complete all tasks and not leave unfinished work at a site. If the Contractor is unable to complete work in one day due to the size of the site, the Contractor shall notify the City and shall return first thing the following work day to complete the remaining work at the site. The Contractor and City will mutually agree upon sites that routinely require multiple days to complete work.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

- 5.14.2 Scheduled Jobs. The Contractor shall complete Scheduled Jobs according to the mutually agreed upon work schedule. The Contractor and City will mutually agree upon the order in which the sites will be serviced, and the Contractor shall continue that order every month.
- 5.14.2.1 For Orphan Properties, the Contractor shall complete a Scheduled Job no later than 28 calendar days from the date the job assignment was issued to the Contractor, unless otherwise specified in writing by the City.
- 5.14.3 Priority Jobs. The City may assign Priority Jobs to the Contractor. The Contractor shall complete Priority Jobs by the next business day after assignment by the City, or as otherwise directed by the City.
- 5.14.4 Emergency Jobs. The City may assign Emergency Jobs to the Contractor outside of Regular Work Hours. For Emergency Jobs as designated by the City, the Contractor shall respond to the work site within two hours of the City's request and complete Emergency Jobs as directed by the City.

**5.15 Weather Conditions**

- 5.15.1 If inclement weather prevents the Contractor from performing a scheduled visit, the Contractor shall communicate with and receive approval from the Contract Manager or designee. The Contractor shall notify Contract Manager or designee, within four (4) hours after inclement weather to schedule the next visit. The Contract Manager or designee and Contractor will be in regular contact until ground conditions are serviceable.
- 5.15.2 If the City declares an Ozone Action Day, the Contractor shall reschedule any services requiring the use of gas operated equipment to the earliest date available. This does not relieve the Contractor from performing other scheduled duties on that day where this type of equipment is not required.
- 5.15.3 For information on Austin Area Air Quality, the Contractor may refer to [www.austintexas.gov/airquality](http://www.austintexas.gov/airquality) or City of Austin Transportation Office @ (512) 974-6476. Additional information regarding Ozone Action days can be found at [www.tceq.state.tx.us/cgi-bin/compliance/monops/ozonfacts.html](http://www.tceq.state.tx.us/cgi-bin/compliance/monops/ozonfacts.html); TCEQ Office of Air at (512) 239-2104; or TCEQ Air Quality Division at (512) 239-4900. The Contractor may utilize the following links to sign-up for ozone action day alerts: Clean Air Force of Central Texas [cleanairforce.org/OzoneAlertsProgram.pdf](http://cleanairforce.org/OzoneAlertsProgram.pdf); Texas Commission on Environmental Quality – [www.tceq.texas.gov/airquality/monops/ozone\\_email.html](http://www.tceq.texas.gov/airquality/monops/ozone_email.html); or Air Now – [www.airnow.gov/](http://www.airnow.gov/)

**6. STANDARDS AND REQUIREMENTS**

- 6.1 The Contractor shall perform their work in accordance with industry standards, including Texas Nursery and Landscape Association's Texas Certified Landscape Professional Manual.
- 6.2 The Contractor shall obtain any and all required permits in the event that any lane of traffic or sidewalk needs to be closed. Turn lanes are considered lanes of traffic and will therefore require a permit in order to be closed.
- 6.3 The Contractor shall make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies will be directed away from pedestrians, vehicles, and buildings.
- 6.4 The Contractor shall repair to original condition any ruts, holes and other disfigurement of mowed areas caused by the Contractor's mowing equipment. If the Contractor is in doubt as to the soil conditions, the Contractor shall contact the City's Contract Manager or designee.

**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

**6.5 Growth Control**

- 6.5.1 The Contractor shall control weeds, grasses, and other plant matter breaking through pavement and between pavement and curbs so they are flush with the surface by manual weeding and/or string trimming. The Contractor may apply chemicals or other substances with prior written approval from the City's Contract Manager or designee.
- 6.5.2 The Contractor shall manually remove weeds, grasses, and other plant matter within landscaped areas. The Contractor may apply chemicals or other substances with prior written approval from the City's Contract Manager or designee.

**6.6 Pest Control**

- 6.6.1 If Pest Control is requested by the City, the Contractor shall utilize standards described in the Integrated Pest Management (IPM) Program. The Contractor shall not use chemicals that will damage or harm any non-target grass, ground cover, shrubs, trees, animals, or fish. The Contractor shall not use chemicals within 50 feet of an open waterway.
- 6.6.2 The Contractor shall abide by the City's IPM Program which can be found at <http://www.austintexas.gov/ipm> when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the Contract Manager prior to any application. The Contractor shall ensure that application of chemicals are made only by employees licensed by the Texas Structural Pest Board or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Applicator License within five (5) calendar days if Pest Management is required. Unless otherwise notified by the City's Contract Manager or designee in writing, the IPM Program will not be considered as part of the scope of this contract.

**7. SAFETY REQUIREMENTS**

- 7.1 The Contractor shall comply with all Federal and State of Texas standards, regulations, and laws concerning this type of service, including Environmental Protection Agency standards that apply to both private industry and governmental agencies. This also includes compliance with applicable Occupational Safety and Health Administration safety guidelines and City ordinances and regulations.
- 7.2 The Contractor shall retain sole responsibility for the safety of their personnel. The Contractor shall provide the necessary safety equipment for its employees while on the site. Any injury sustained by a Contractor's employee at a site shall be reported to the Contract Manager or designee within 30 minutes of incident.
- 7.3 The Contractor shall use extreme care not to damage City, public or private property. Any damage caused by the Contractor's actions, to include but not be limited to, shrubs, trees, buildings, windows, doors, fences, roadways, walkways, vehicles, irrigation systems, survey markers and/or other improvements, shall be replaced or repaired within seven (7) business days of notification, at no additional cost to the City.
- 7.4 The Contractor shall be responsible for instructing his/her employees on appropriate safety measures and is not to permit employees to place equipment in locations which may create safety hazards. The Contractor's employees shall interrupt their work, if necessary, to allow traffic (vehicle/pedestrian/cyclist) to pass through the work areas.
  - 7.4.1 One or more sites may be locked and secured and may require the Contract Manager or designee to unlock. The Contractor shall be responsible for closing, locking, and securing all gates fencing around each site once service is completed.
  - 7.4.2 The Contractor shall notify the City's Contract Manager or designee within one (1) hour if any damage has occurred or has been observed at any gate, fence, structure, vehicle or other area.



**CITY OF AUSTIN  
SCOPE OF WORK  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS  
SOLICITATION NO.: RFP 6200 SMB0202**

**8. ACCEPTANCE OF WORK**

- 8.1 The City's Contract Manager or designee shall be the sole judge of acceptability of work based on the scope of work. The Contractor shall provide progress updates to the City's Contract Manager or designee as requested.
- 8.2 The City may perform random inspections at its sole discretion; the Contractor shall correct within one business day any work deemed unacceptable by the City's Contract Manager or designee.
- 8.3 The Contractor shall complete the Job Completion Report form for all work locations and submit all copies to the City's Contract Manager or designee on a weekly basis. Payment is contingent upon acceptance of work.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 6200 SMB0202**

**1. PROPOSAL FORMAT:**

Submit one (1) original and one (1) flash drive that contain an exact electronic replica of the Proposal. The original Proposal shall contain original ink signatures by a person authorized to sign on behalf of the Offeror. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

**Tab 1 – Executive Summary**

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

**Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets (minimum of 3)
- D. Section 0800 - Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 - Living Wages Contractor Certification
- F. Section 0835 - Non-Resident Bidder Provisions
- G. Completed and Signed Section 0900 **No Goals Utilization Plan (if applicable). *If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan along with all the required SMBR documentation and Good Faith Efforts with your Proposal packet.***
- H. Addendums

**Tab 3 – 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.

**Tab 4 – Experience & Qualifications:**

Provide the information below:

**A. Company Information**

- i. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business
- ii. Number of years the Offeror has provided services related to the Scope of Work.
- iii. Description of Offeror's past experience performing services related to the Scope of Work.

**B. Operations Manager**

Provide the name and qualifications of the individual who will serve as the Operations Manager/ primary point of contact under the Contract. At minimum, include:

- i. Number of years' experience managing crews that provided services related to the Scope of Work.
- ii. Description of the types of services managed by the individual.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 6200 SMB0202**

- iii. Description of the size of contracts managed by the individual.

**C. Key Personnel**

Include names and contact information for key personnel that will be assigned to the awarded Contract. Provide a general explanation and chart which specifies project leadership, reporting responsibilities, and interface the Contractor's team with City department personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

**D. Organizational Capacity**

Describe your company's organizational capacity to fulfill the requirements contained within the Scope of Work and Supplemental Purchasing Provisions. Include your company's mission, financial resources, organizational stability, dedicated resources, industrial knowledge, and unique knowledge, skills, and abilities.

**Tab 5 – Mobilization & Staffing Plan:**

It is the City's intention for the Contractor to provide services at least three (3) weeks after the Contract execution date or within an approved date. Describe your mobilization and staffing plan for providing services described in the Scope of Work. Provide a separate Mobilization and Staffing Plan for each area you wish to be considered for award.

Title the Mobilization & Staffing Plans for each similar to Attachment A - Price Sheet (*Zone 1 - North of the Colorado River, Zone 2 - South of the Colorado River, Urban Trails, Orphan Properties and Right of Ways*).

At minimum, include:

- A. A mobilization schedule and description of the preparatory work necessary for you to begin performing services. Include any time considerations necessary for your readiness, if you are unable to begin performing services three weeks after the Contract execution date.
- B. Number of crews proposed and the proposed number of people per crew to provide services under the Contract.
- C. Staffing composition of each crew (i.e. title and number of individuals by title).
- D. Whether proposed numbers of individuals are currently on staff or if you plan to make additional hires based on award of the Contract.
  - i. If you plan to hire, the number of individuals you would need to hire to perform services under the Contract.
  - ii. If you plan to hire, how long it would take to hire the number of individuals needed to perform work under the Contract.

**Tab 6 – Equipment:**

Provide a list of equipment you will use to provide services under the Contract. At minimum, include the following information about each piece of equipment:

- A. Make, Model, and Year.
- B. Brief description
- C. Quantity.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 6200 SMB0202**

- D. Whether you currently own the equipment or if you plan to acquire the equipment if awarded a Contract. If you plan to acquire the equipment, provide an explanation.
- E. If applicable, describe how the equipment meets the City's desired practices and preferences described in Paragraphs 4.0 and 5.8.6 of Section 0500, Scope of Work.

**Tab 7 – Cost Proposal:**

Provide a cost breakdown on the Price Sheet provided as Attachment A.

**Tab 8 – Exceptions to the Proposal: Include this form in your Proposal package (Attachment D)**

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

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

- i. 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.
- ii. 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.
- iii. 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.
- iv. Offerors submitting Offers and signing the Cover Sheet on this Solicitation agree to 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>

**3. PROPOSAL ACCEPTANCE PERIOD:**

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

**4. 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 shall 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 shall 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 6200 SMB0202**

**5. PROPOSAL PREPARATION COST:**

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.

**6. EXCEPTIONS:**

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

**7. EVALUATION FACTORS AND AWARD:**

A. **Award:** To accommodate the anticipated volume and geographic distribution of services to be performed under the Contract, the City intends to make four awards according to the categories/groups below or any other combination deemed most advantageous to the City. Offerors may be considered for one or more areas; however, the City may not award multiple areas to one Offeror, and the City will assign the area at its sole discretion.

- a. Zone 1 – North of Colorado River
- b. Zone 2 – South of Colorado River
- c. Urban Trails
- d. Orphan Properties and Rows

**B. Evaluation Factors: Maximum 100 points.**

All Proposals will be evaluated based on the following criteria and rankings.

- |                                      |                  |
|--------------------------------------|------------------|
| 1. <b>Experience/Qualifications:</b> | <b>35 points</b> |
| 2. <b>Staffing Plan:</b>             | <b>20 points</b> |
| 3. <b>Equipment:</b>                 | <b>10 points</b> |
| 4. <b>Proposed Cost:</b>             | <b>25 points</b> |
| 5. <b>Local Business Presence:</b>   | <b>10 points</b> |

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Proposer 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.

Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Proposer or Subcontractor(s) have a local business presence. Local Business Presence shall be scored according to this table:

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP 6200 SMB0202**

6. **Optional Presentations and Demonstrations.** The City will score Proposals on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” Proposals as a result, and to make award recommendations on that basis.

**Section 0605: Local Business Presence Identification**

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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



**SUBCONTRACTOR(S):**

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

**Section 0700: Reference Sheet**

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

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

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

**City of Austin, Texas**  
**Section 0800**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, 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 employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

**Section 0815: Living Wages Contractor Certification**

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

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

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

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

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

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

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

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

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

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

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

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

SOLICITATION NUMBER:	SMB0202
PROJECT NAME:	GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS

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

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
_____ Company Name	
_____ Name and Title of Authorized Representative (Print or Type)	
_____ Signature	_____ Date



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

SOLICITATION NUMBER:	SMB0202
PROJECT NAME:	GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

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

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

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

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

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

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

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

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

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
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 _____

**ATTACHMENT A - PRICE SHEET  
CITY OF AUSTIN**

**GROUPS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

**SOLICITATION NO.:** RFP 6200 SMB0202

**Instructions:** Provide pricing for the items identified below. An amount of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A 'no bid' or information left blank will be interpreted by the City that the Offeror does not wish to provide a price on that item.

Offerors shall propose pricing on all line items within an indicated Group to be considered for a Group Award. The City intends to make at least four awards, one award for each Group (Zone 1, Zone 2, Urban Trails, and Orphan Properties). Offerors may propose on all groups; however, if selected for award for one group, then the Offeror will not be considered for award for other groups. It is the City's intent to ensure that all group services are contracted for; therefore, award of a Contract to any Offeror may be contingent upon the Offeror agreeing to provide services for other groups for which the Offeror did not submit prices as a part of their original Proposal response. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. Bidders do not have to offer pricing for all lines, you can offer pricing for only the line items that you can provide the City.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the Offer and may result in disqualification. Prices being submitted shall be all inclusive and include ALL labor, equipment, overhead, and other costs associated with providing services under the Contract.

**SECTION 1 - GROUND MAINTENANCE SERVICES**

**Note:** The City reserves the right to make multiple awards by group, service, or any combination deemed most advantageous to the City.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less. Orphan Properties and Right of Ways are on an as needed basis.

**GROUP A. Zone 1 (North of Colorado River) - Medians and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.A	Regular Mowing for 22,000 square feet or less	2,000,000	Square Foot			18	
2.A	Irregular Mowing for 22,000 square feet or less	500,000	Square Foot			6	
3.A	Regular Mowing for 22,000 square feet or over	8,000,000	Square Foot			18	
4.A	Irregular Mowing for 22,000 square feet or over	2,000,000	Square Foot			6	

**SUBTOTAL GROUP A =**

**GROUP B. Zone 2 (South of Colorado River) - Medians and Right of Ways**

**ATTACHMENT A - PRICE SHEET**  
**CITY OF AUSTIN**  
**GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.B	Regular Mowing for 22,000 square feet or less	600,000	Square Foot			18	
2.B	Irregular Mowing for 22,000 square feet or less	150,000	Square Foot			6	
3.B	Regular Mowing for 22,000 square feet or over	10,000,000	Square Foot			18	
4.B	Irregular Mowing for 22,000 square feet or over	2,500,000	Square Foot			6	

**SUBTOTAL GROUP B =**

**GROUP C. Urban Trails**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.C	Regular Mowing	1,100,000	Square Foot			18	
2.C	Irregular Mowing	550,000	Square Foot			6	

**SUBTOTAL GROUP C =**

**GROUP D. Orphan Properties and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA (Annually)	UNIT OF MEASURE	UNIT PRICE	EXTENDED ANNUAL COST
1.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or less	1,200,000	Square Foot		
2.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or less	350,000	Square Foot		
3.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or less	125,000	Square Foot		
4.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or less	15,000	Square Foot		

<b>ATTACHMENT A - PRICE SHEET</b> <b>CITY OF AUSTIN</b> <b>GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS</b>					
5.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or over	1,000,000	Square Foot		
6.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or over	750,000	Square Foot		
7.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or over	50,000	Square Foot		
8.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or over	25,000	Square Foot		
9.D	Right of Way (ROW) - Regular Mowing	6,250,000	Square Foot		
10.D	Right of Way (ROW) - Irregular Mowing	750,000	Square Foot		
11.D	Right of Way (ROW) - Light to Moderate Clearing	250,000	Square Foot		
12.D	Right of Way (ROW) - Heavy Clearing	25,000	Square Foot		
13.D	Material Hauling and Disposal	4,500	Cubic Yards		
14.D	Tire Handling and Disposal for Tires less than 20 inches in size	550	Per Tire		
15.D	Tire Handling and Disposal for 20 inches in size or larger	50	Per Tire		
<b>SUBTOTAL GROUP D =</b>					

**ATTACHMENT A - PRICE SHEET  
CITY OF AUSTIN  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

**SECTION 2 - DISCOUNT OFF OF PRICELIST FOR EQUIPMENT RENTALS**

Proposer shall be able to provide equipment rentals for special cases. The prices for these items shall be based on equipment rental rate plus a mark-up.

The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ANNUAL EXPENDITURE	MARK-UP TO COSTS	EXTENDED ANNUAL COST
2	Markup to cost for Equipment Rental (not to exceed 20%)	\$25,000.00		<b>\$25,000.00</b>
<b>TOTAL BID =</b>				

**SECTION 3. NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up for the listed services. Information in Part D will not be evaluated, and the City does not guarantee the purchase of any additional services.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
3.1	General Services Labor Rate	
3.2		
3.3		
3.4		
3.5		

# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
426601	Alley is all grass	2407 E 10TH ST	10th St East						0.10	4,390
414926		2211 E 12TH ST	12th St East						0.03	1,312
414942	12th St.- South Lamar to IH 35	703 1/2 E 12TH ST	12th St East						1.13	49,024
415023	15th St.-Windsor to IH 35	401 1/2 W 15TH ST	15th St West						0.64	28,044
414956	W. 24th Street. Windsor Rd, & Poquonock Rd	1580 W 24th Street	24th St West			Median		Triangle	0.02	771
415066		2609 E 2ND ST	2nd St East						0.01	263
414970		1707 W 32ND ST	32nd St West						0.07	2,986
415002	W 35th and Exposition	2614 W 35TH ST	35th St West						0.01	490
415055		1503 E 37TH ST	37th St East						0.12	5,337
414825		1709 E 38TH HALF ST	38th St East						0.00	74
415080	W 38th and Shoal Creek	1394 W. 38th St	38th St West			Median		Triangle	0.01	575
414982		1507 1/2 W 38TH ST	38th St West						0.64	28,004
414984	40th and Marathon		40TH Street	Medical Pkwy	Marathon Blvd	Median		Triangle	0.06	2,497
414902		1029 1/2 E 45TH ST	45th St East						0.09	4,131
414947	W 45th St @ Highland Terrace - 1Triangle	2903 W 45th Street	45th St West	Mopac NB exit ramp		Median		Triangle	0.07	3,053
414884	51st St. - Hwy 183 to Springdale	5415 1/2 E 51ST ST	51st St East						0.97	42,417
414930		5233 Bruning Ave	53rd St East	Eilers Ave	Bruning Ave	Median		Triangle	0.01	548
415039	North side of E. 7th Row above retaining wall	910 E 7th Street	7th St East			ROW			0.12	5,008
414869	Side of E 7th Bridge E 7th and Gonzales St	2800 E. 7th Street	7th St East	N. Pleasant Valley	Allen St	ROW	Median		1.36	59,375
414966		2618 1/2 W 7TH ST	7th St West						0.05	2,015
415063		1008 1/2 AIRPORT BLVD	Airport Blvd						0.00	193
414887	Airport Blvd. and Goodwin - Pedestrian Bridge	1132 1/2 AIRPORT BLVD	Airport Blvd						0.11	4,656
414885	Airport Blvd - IH 35 to Hwy 183	4337 1/2 AIRPORT BLVD	Airport Blvd						3.89	169,381
414932	Alamo St Undeveloped Street ROW	2100 New York Ave.	Alamo	New York	E. 12th St.	ROW		Lot	0.49	21,206
414934	Alamo St Undeveloped Street ROW	1182-1180 Alamo Street	Alamo	New York	Pennsylvania Ave	ROW			0.37	16,017
500004		12000 1/2 AMHERST DR	Amherst Dr						0.03	1,194
500003		12000 1/2 AMHERST DR	Amherst Dr						0.00	136
414871		12525 1/2 AMHERST DR	Amherst Dr						0.30	13,198
414811		12000 1/2 AMHERST DR	Amherst Dr	Duval Rd					0.24	10,421
414987	Anderson Lane - <b>Guard Rail Only</b>	3300 W. Anderson Lane	Anderson Ln	TX Dot Row	Shoal Creek Blvd	ROW			1.79	77,853
414986	W. Anderson Ln. and Burnet Rd NW Corner	2436 W. Anderson Ln	Anderson Ln	Burnet Rd		Median		Triangle	0.01	393
415085		10501 1/2 ANDERSON MILL RD	Anderson Mill Rd						0.47	20,641
415073	Anderson Mill Rd	8425-8915 Anderson Mill Rd	Anderson Mill Rd	Turtle Rock		Median			0.34	14,793
414985	Anderson Lane and Anderson Square	7901-7937 ANDERSON SQUARE	Anderson Square	Anderson Ln		Median		Triangle	0.11	4,988
414815		1304 ANGELINA ST	Angelina St						0.01	516
414827		1108 APOLLO DR	Apollo Dr						0.00	184
414801	Atkinson Rd And Camino La Costa	1200 Atkinson	Atkinson Rd	Camino La Costa		Median		Triangle	0.03	1,412
415056		4100 1/2 AVENUE B	Avenue B						0.01	378
414842		4300 1/2 AVENUE B	Avenue B						0.01	614
414834		4200 1/2 AVENUE G	Avenue G						0.01	341
500037		5314 BACKTRAIL DR	Backtrail Dr						0.04	1,650
414855	Belmont Pkwy - 1100 Blk	1104 BELMONT PKWY	Belmont Pkwy						0.01	416
414951	Berkman Under US 290	6916-6936 Berkman Dr	Berkman Dr	US 290 WB Frontage	US 290 EB Frontage	Median			0.47	20,491
414967		3000 1/2 BEVERLY RD	Beverly Rd						0.02	865

# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
414931		3312 1/2 BEVERLY RD	Beverly Rd						0.01	287
414800		4901 1/2 BEVERLY SKYLINE	Beverly Skyline						0.20	8,872
415060		5107 1/2 BOLM RD	Bolm Rd						0.13	5,604
426904	Median	10225 1/2 BOULDER LN	Boulder Ln						0.53	22,869
414799	Boulder Ln	10222 1/2 Boulder Ln	Boulder Ln	FM 620		Median			0.34	14,661
414886	E Braker Ln @ IH35 concrete median		Braker Ln East	Wedgewood Dr	Dessau Rd	Median			0.44	19,078
414897	Braker Lane from Lamar to Jollyville		Braker Ln West	Lamar	Jollyville	Median			3.27	142,373
414953	Braker Ln @ Mopac		Braker Ln West	Mopac		ROW	Median	Triangle	1.48	64,600
414980		8901 BRIARDALE DR	Briardale Dt						0.04	1,571
414791		4501 BURNET RD	Burnet Rd						0.02	856
414924		4827 BURNET RD	Burnet Rd						0.06	2,534
415011	Burnet Rd	5335 Burnet	Burnet Rd	North Loop		Median			0.08	3,383
414929	Kramer/Burnet Rd.	SE Corner	Burnet Rd	Kramer Ln		Median		Triangle	0.01	500
414798	Burnet Rd @ Burnet Ln	6400 Burnet Rd	Burnet Rd	Burnet Lane		Median		Triangle	0.03	1,125
414916	Cameron Rd. - Hwy 183 to Hwy 290	6707 1/2 CAMERON RD	Cameron Rd						0.87	38,048
414936	Cameron Rd. - 7700 to 9700 block	7911 1/2 CAMERON RD	Cameron Rd						1.04	45,293
415022	Camino La Costa	1300 Camino La Costa	Camino La Costa	Cameron Rd		Median			0.06	2,692
414821		807 1/2 CAMINO LA COSTA	Camino La Costa						0.12	5,382
426644	Alley with grass and trees	1907 CANTERBURY ST	Canterbury St						0.12	5,324
414832		2402 CANTERBURY ST	Canterbury St						0.00	161
414792		3200 E CESAR CHAVEZ ST	Cesar Chavez East						0.19	8,129
415074	E Cesar Chavez and N. Pleasant Valley	2801 E Cesar Chavez	Cesar Chavez East	N. Pleasant Valley		Median		Triangle	0.03	1,104
415088	E. Cesar Chavez and Red Bluff	3500 Cesar Chavez	Cesar Chavez East	Red Bluff		Median		Triangle	0.05	2,054
415035		414 1/2 W CRESTLAND DR	Cestland Dr West						0.56	24,310
414878	Chestnut Ave West Side Row	1198 Chestnut Ave	Chestnut Ave	Pleasant Valley	New York Ave	ROW			0.31	13,414
414977		1149 CHICON ST	Chicon St						0.02	980
415006	Clarkson Ave	4302 Clarkson Ave	Clarkson Ave	E. 43rd St.		ROW		Triangle	0.03	1,217
415037	Clock Tower	7806 Clock Tower Dr	Clock Tower Dr	E Anderson Ln WB		Median			0.03	1,185
414796		6503 COLUMBIA OAKS CT	Columbia Oaks Ct						0.06	2,660
414795		1181 COMAL ST	Comal						0.05	2,281
415004		715 1/2 W CRESTLAND DR	Crestland Dr West						0.61	26,549
414868	N. side E. Dean Keeton St	1300 E. Dean Keeton	Dean Keeton East	Dancy St	Guard Rail	ROW			0.24	10,371
415032	E Dean Keeton St		Dean Keeton East	Manor Rd	Guadalupe St	Median			0.87	37,688
414831		3409 1/2 DENVER AVE	Denver Ave						0.13	5,799
414912	Dessau Rd		Dessau Rd	Parmer Ln	Howard Ln	Median			4.30	187,255
414913	Dessau Rd	9400-12312 Dessau Rd	Dessau Rd	E. Rundberg Ln	E. Parmer Ln	Median			2.54	110,611
414988	Duval Rd and Hwy 183	5611-5629 DUVAL RD	Duval Rd	US 183		Median			0.04	1,537
415047	Duval Rd Mopac and Aspendale Dr.		Duval Rd	Mopac Expwy	Aspendale Dr	Median			0.46	19,892
414900		4807 EILERS AVE	Eilers Ave						0.06	2,635
415026		1103 ELEANOR ST	Eleanor St						0.09	3,787
414996		1106 ENFIELD RD	Enfield Rd						0.58	25,234
415069		1721 ENFIELD RD	Enfield Rd						0.09	3,980
414955		2005 ENFIELD RD	Enfield Rd						0.02	815
414943		4805 EVANS AVE	Evans Ave						0.02	1,037
414950		5117 1/2 EVANS AVE	Evans Ave						0.27	11,797



# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
415051	Far West 3400-3600	3400 -3600 Far West	Far West Blvd	Hart Lane	South Mopac Frontage	Median			0.31	13,433
414979		1601 FUTURE DR	Future Dr						0.12	5,291
415072	Gaston Ave @ Woolridge Dr - 2 Triangles	1205 Gaston Ave	Gaston Ave	Woolridge Dr		Median		Triangle	0.06	2,722
414983	Hopi Trail and Gilbert	3201 GILBERT ST	Gilbert St						0.04	1,804
500042		10801 GILES LN	Giles Ln						0.62	27,137
500046		9826 1/2 GILES LN	Giles Ln						0.69	29,867
415007	Gonzales Street Under 7th St Bridge	3145 Gonzales St	Gonzales St	RR Tracks	Tillary St	ROW			1.35	58,616
414849	Gonzales Street, South side under 7th Street Bridge	2900 Gonzales St	Gonzales St	RR Tracks					1.28	55,714
414922	Gracy Farms Ln		Gracy Farms Ln	Burnet Rd		Median			1.01	44,111
414920	183 to Stone Lake		Great Hills Trail	US HWY 183	Stone Lake Blvd	Median			0.28	11,986
414921	8900 to 9700 Blk	9718 1/2 GREAT HILLS TRL	Great Hills Trail						0.69	29,982
414824	W 45th and Guadalupe	4411 GUADALUPE ST	Guadalupe St						0.01	331
414797		6700 1/2 GUADALUPE ST	Guadalupe St						0.00	178
500049		2404 HANCOCK DR	Hancock Dr						0.01	527
414776	Hancock Dr		Hancock Dr	Valley Oak Rd	West Fances Place	ROW			1.98	86,086
414779		1314 1/2 HARDOUIN AVE	Hardouin Ave						0.01	510
414802		5414 HARMON AVE	Harmon Ave						0.03	1,325
500132	Harris Ridge - Palmer to Briargate	13045 HARRIS RIDGE BLVD	Harris Ridge Blvd						0.55	23,810
414935	Harvard St South of E. 9th Undeveloped ROW	802 Harvard St	Harvard St	E 9th St.		ROW			0.34	14,835
414976		2927 HIGGINS ST	Higgins St						0.04	1,703
414872		3197 1/2 W HIGHLAND TER	Highland Terrace						1.38	60,203
414777	Perry Lane and Horseshoe Bend	4700 HIGHLAND TER	Highland Terrace						0.04	1,613
415005	West Side ROW along guard rail	4603 Highland Terrace	Highland Terrace			ROW			0.46	20,224
414946		3203 HOLLYWOOD AVE	Hollywood Ave						0.03	1,191
414993	Howard Lane - IH 35 to Dessau	708 1/2 E HOWARD LN	Howard Ln East						24.47	1,065,970
415033	W Howard Ln	3900 W Howard Ln	Howard Ln West	N Mopac SB	McNeil Marritown Rd	Median			0.61	26,576
414914		101 1/2 N IH 35 SVRD NB	IH 35 NB Frontage						0.09	3,892
414969		3314 1/2 JEFFERSON ST	Jefferson St						0.17	7,242
414817	Kitty Ave - PWD owned property	4701 Kitty Ave	Kitty Ave			COP		Lot	0.17	7,619
414889	Lake Creek Pkwy, 183 to 2nd median past Lakeline	10134 1/2 LAKE CREEK PKWY	Lake Creek Pkwy						1.34	58,243
415043	Lakeline Blvd, Ridgeline to Rivera	2724 1/2 S LAKELINE BLVD	Lakeline Blvd						0.45	19,481
415046	Lakeline Blvd, 183 to first median past Lake Creek		Lakeline Blvd	US 183	1st Median Past Lake Crk	Median			0.54	23,558
415086	Lakeline Blvd	10800 Lakeline Blvd	Lakeline Blvd	North Lake Creek Parkway	Lyndhurst St	Median			0.13	5,516
414890	Lakeline Blvd	11200 Lakeline Blvd	Lakeline Blvd	US 183/ Research Blvd	North Lake Creek Parkway	Median			0.37	15,966
415000	Lakeline Blvd West of W. Parmer Ln	10000-10099 Lakeline Blvd	Lakeline Blvd	W. Parmer Ln		Median			0.23	9,800
414830		7841 1/2 LAKEWOOD DR	Lakewood Dr						0.11	4,675
415059		1901 N LAMAR BLVD	Lamar Blvd North						0.02	1,042
415016	N Lamar at W Koenig Ln	5600 N. Lamar	Lamar Blvd North	W. Koenig Ln		Median		Triangle	0.06	2,475
414814	Guadalupe and N. Lamar St	4900 N Lamar - 4702 W. Guadalupe St	Lamar Blvd North	W. Guadalupe St.		Median		Triangle	0.33	14,509
415083		8835 N LAMAR BLVD	Lamar Blvd North						0.00	137
414784		9813 N LAMAR BLVD	Lamar Blvd North						0.03	1,237

# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
414865	Lot on Ledesma Rd @ Terry Dr	5610 Ledesma Rd	Ledesma Rd			COP			0.23	9,961
414782		10203 LOCKERBIE CT	Lockerbie Ct						0.04	1,872
414818		4607 LOYOLA LN	Loyola Ln						0.49	21,533
414891	Loyola - 183 to Decker Lane	8200 LOYOLA LN	Loyola Ln						7.31	318,631
415041	Airport Blvd and Manor Rd. - 4 corners	3103 MANOR RD	Manor Rd						1.57	68,198
414876		4600 - 4800 Manor Rd	Manor Rd	Lovell Dr	Creekwood Rd	ROW			0.93	40,346
414901		1148 MANSELL AVE	Mansell Ave						0.05	2,048
415062		1580 Marshall Ln	Marshall Ln.	Windsor Rd		Median		Triangle	0.01	463
415031		309 1/2 W MLK Jr. Blvd.	MLK Jr Blvd						0.08	3,526
414846		2403 E. MLK Jr Blvd	MLK Jr Blvd			COP		Lot	0.17	7,603
414781	Masterson Pass @ N. Lamar Blvd	700 Masterson Pass	Masterson Pass						0.02	971
415048	McNeil Dr	6400-6208 McNeil Dr	McNeil Dr	Avery Island Ave	W. Parmer Ln	Median			0.29	12,493
414952		1702 1/2 Meadowbrook Dr.	Meadowbrook Dr						0.05	2,379
415070	Metric Blvd		Metric Blvd	US 183 / Research Blvd	Kramer	Median			1.09	47,461
414812	Middle Fiskville @ E. Koenig Lane	5930 Middle Fiskville Rd	Middle Fiskville Rd	E Koenig Ln		Median		Triangle	0.11	4,816
414944		10430 MORADO CIR	Morado Cir						0.18	7,658
414918	183 to Mopac		N. Capital of Texas Hwy	US HWY 183	Mopac	Median			0.50	21,778
415012		2305-2325 Newfield Lane	Newfield Lane	Watch hill Rd	Windsor Rd	ROW			0.18	7,920
415013	Newfield Ln Curb to Mopac Fence	2170 Newfield Ln	Newfield Lane	Mopac Expwy NB ramp	Niles Rd	ROW		Lot	0.68	29,778
500057		6104 NORTH HAMPTON DR	North Hampton Dr						0.07	3,226
414992	Northcross Dr from Burnet Rd to W. Anderson Ln		Northcross Dr	Burnet Rd	W. Anderson Ln.	Median			0.40	17,590
414828		6801 NORTHEAST DR	Northeast Dr						0.01	273
414962	Northwood Rd and N. Mopac Frontage	1804 Northwood Rd	Northwood Rd	N. Mopac Frontage		Median		Triangle	0.16	7,184
415014	Norwood Park Blvd	800 Norwood Park Blvd	Norwood Park Blvd	IH 35		Median			0.04	1,728
415015	Norwood Park Blvd and WB E Anderson Ln	1040 Norwood Park Blvd	Norwood Park Blvd	WB E. Anderson Ln		Median			0.10	4,208
414794		1177 OAK GROVE AVE	Oak Grove Ave						0.01	511
414856	Belmont Pkwy and Oakhurst Ave	3012 1/2 OAKHURST AVE	Oakhurst Ave						0.08	3,461
500007		800 OATMEAL DR	Oatmeal Dr						0.37	16,144
415064	Olander St, IH 35 NB Frontage, E 15th St	901 E. 15th St	Olander St	E 15th St	IH 35 NB Frontage	ROW		Triangle	0.33	14,439
414999		5304 1/2 OLD MANOR RD	Old Manor Rd						0.06	2,700
415036		1524 PALMA PLZ	Palma Plz						0.37	16,042
414937		1511 1/2 PARKWAY	Parkway						0.30	12,897
500036		701 1/2 E PARMER LN	Parmer Ln East						0.00	92
414888	Pecan Park Blvd, 183 to Lake Creek	10807 PECAN PARK BLVD	Pecan Park Blvd.						2.26	98,638
414910	Pecan Springs and E 51 St	5000-5008 Pecan Springs	Pecan Springs	E 51 St		ROW			0.30	12,901
414858	Pemberton Place - 2400	2401 1/2 PEMBERTON PL	Pemberton Pl						0.12	5,032
415044	Pond Springs Rd @ Research Blvd	13698 Pond Springs Rd	Pond Springs Rd			Median		Triangle	0.28	12,285
414978		10008 QUAIL VALLEY BLVD	Quail Valley Blvd						0.03	1,155
414838		58 RAINEY ST	Rainey St						0.02	937
414789		4812 RAMSEY AVE	Ramsey Ave						0.01	642
414822		3200 1/2 RED RIVER ST	Red River St						0.01	458
415084		3800 RED RIVER ST	Red River St						1.01	43,931

# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
414786		6903 REESE LN	Reese Ln						0.05	2,238
415040	Rundberg - Lamar to Dessau	1345 1/2 E RUNDBERG LN	Rundberg Ln East						1.02	44,575
414917	W. Rundberg Ln Metric to Lamar		Rundberg Ln West	Metric	Lamar	Median			1.50	65,198
415050	Rutland/Burnet	2510 Rutland & 9901 Burnet	Rutland			Median		Triangle	0.02	1,011
414864	Sabine St and E. 6th St - Parking Medians	519 Sabine St	Sabine St.	E. 6th St.		Median			0.07	3,169
414783		2800 SAN GABRIEL ST	San Gabriel St						0.01	218
414793	San Gabriel St @ N. Lamar Blvd.	2900 San Gabriel St	San Gabriel St	N. Lamar Blvd		Median		Triangle	0.02	659
414873	Scenic Dr. @ Walsh Boat Landing Split	1504 Scenic Dr	Scenic Dr			Median		Triangle	0.02	771
414788		4907 SHADY GLADE CT	Shady Glade Ct						0.01	284
414843		4616 SHOAL CREEK BLVD	Shoal Creek Blvd						0.03	1,263
415067		4200 1/2 SPEEDWAY	Speedway						0.01	256
414778	Spicewood Springs 3500-5000 Blk at slopes	4137 SPICEWOOD SPRINGS RD	Spicewood Springs Rd						2.46	107,134
415081	Spicewood Springs Rd		Spicewood Springs Rd	Rustic Rock Dr	Scotland Wells	Median			0.97	42,411
415079		1153 1/2 SPRINGDALE RD	Springdale Rd						0.04	1,773
414998		6409 Springdale	Springdale Rd	Northeast Dr		Median		Triangle	0.05	2,074
414816	Guard Rail Only	5000, 4926, 4907, 4801, & 4701 Springdale Rd	Springdale Rd	E 51 St	Pecan Springs Rd	ROW			1.07	46,717
414866	Springdale Rd And E 51St	5000-5300 Springdale Rd	Springdale Rd	E 51 St	Norwood Hill Rd	ROW			1.39	60,529
415027	E St Johns N. Side	922 E St Johns Ave	St Johns East	Bennett Ave	Carver Ave	COP	ROW	Lot	0.15	6,699
414829	E. St Johns Ave	1000 E. St. Johns Ave	St Johns East	Carver Ave	Bethune Ave	COP	ROW	Lot	0.18	7,810
414919	183 to Braker		Stone Lake Blvd	US HWY 183	Braker	Median			1.10	48,117
414898	Stonehollow Dr. @ Metric Blvd Across frm ACC	11980 Stonehollow Dr	Stonehollow Dr	Metric Blvd		Median		Triangle	0.08	3,337
415054		12501 1/2 TECH RIDGE BLVD	Tech Ridge Blvd						1.21	52,567
415008	Tillery St Bwt Bridge and Gonzales St	701 Tillery St	Tillery St	Bridge	Gonzales St	COP			0.16	7,046
414857	Keating Lane and Town Lake	2322 TOWNES LN	Townes Ln						0.11	4,682
415049	Tudor Blvd Mopac to Stone Lake	3637 Tudor Blvd	Tudor Blvd	Mopac Expwy	Stonelake Blvd	Median			0.16	6,958
414990	Turnabout Lane - 3500 Blk	5307 TURNABOUT LN	Tunabout Ln						0.02	1,063
414974	University Ave @ UT	1900 W University	University Ave West	W. MLK	W 21st	Median			0.49	21,243
500055		6630 1/2 E US 290 HWY SVRD WB	US 290 Frontage WB						0.12	5,034
415045		6816 1/2 E US 290 HWY SVRD WB	US 290 Frontage WB						1.00	43,765
414973		1801 VANCE CIR	Vance Cir						0.01	328
500059		301 1/2 WEST AVE	West Ave						0.06	2,515
414961		2104 WESTOVER RD	Westover Rd						0.01	386
414960	Wheless Ln and US 290 Frontage	1400 Wheless Ln	Wheless Ln	US 290 EB Frontage		Median		Triangle	0.11	4,745
414959		4200 WILSHIRE PKWY	Wilshire Pkwy						0.08	3,504
414927	Forest Parke Dr. and Wilson Parke Ave - Four Point Median	12132 1/2 WILSON PARKE AVE	Wilson Parke Ave						2.03	88,288
415025		1606 WINDSOR RD	Windsor Rd						0.10	4,320
414957		2919 WINDSOR RD	Windsor Rd						0.08	3,442
415034	Windsor Rd and Harris Blvd	2407 1/2 Windsor Rd	Windsor Rd	Harris Blvd.		Median		Triangle	0.21	9,091
414841		1509 1/2 WOODLAWN BLVD	Woodlawn Blvd						0.33	14,500
414780		2211 WOODMONT AVE	Woodmont Ave						0.07	3,235
414954	Woodmont Ave and Forest Trl	2401 Woodmont Ave	Woodmont Ave	Forest Trl		Median		Triangle	0.05	2,188
414844	Lot of Woodrow behind bus stop, Undeveloped ROW	5701 Woodrow	Woodrow			ROW		Lot	0.17	7,241
414963	Wooldridge Dr and Westover Rd	2700 Wooldridge Dr	Wooldridge Dr	Westover ?Rd		Median		Triangle	0.03	1,476

# ATTACHMENT B - NORTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
414948	Woolridge Triangle Park	1509 Woolridge Dt.	Woolridge Dr	Harris Blvd.		Median		Triangle	0.05	1,975
414840		2424 Woolridge	Woolridge Dr	Hardouin Ave		Median		Triangle	0.12	5,062
414896	York Blvd Mopac to Stone Lake		York Blvd	Mopac Expwy	Stonelake Blvd	Median			0.07	3,181
500142	Avery Ranch Blvd		Avery Ranch Blvd	183-A	Water Tower		Median		0.50	21,694
500147	Arroyo Seco Median		Arroyo Seco Median	Theckla Terrace	W St. Johns Ave		Median		3.25	141,586
500156	Rockwood and Boxdale Traffic Calming Devices (7)	8009 Rockwood	Rockwood at Boxdale				Traffic Calming Devices		0.04	1,781
500170	Wells Branch Pkwy		Wells Branch Pkwy	Pecan St	2nd Median East of Heatherwilde				5.63	245,292
500172	Howard Ln - IH35 to Scofield Ridge Pkwy	1300 W Howard Ln	Howard Ln	IH35	Scofield Ridge Pkwy		Median		2.76	120,189
500173	Great Northern Blvd - West Side of Rd ROW (5 ft in from curb)		Great Northern Blvd	Foster	Hunt		ROW		0.66	28,590
Total of Areas									125	5,464,036

ATTACHMENT A - SOUTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
500069		2105 1/2 BARTON PKWY	Barton Pkwy						1.47	63,869.14
414826		2209 1/2 BLUEBONNET LN	Bluebonnet Ln						0.00	176.17
414853	Brodie Ln, William Cannon to Slaughter	7401 1/2 BRODIE LN	Brodie Ln						1.63	70,976.91
414938	Burleson/Metcalf Triangle	2313 BURLESON RD	Burleson Rd						0.05	2,117.46
500136	Grape vines	4700 CARTER LN	Carter Ln						0.03	1,515.21
415030	Garner/Collier Triangle	1708 COLLIER ST	Collier St						0.02	1,023.32
414803	Convict Hill Rd RoW at Convict Hill Quarry Neigh. Park	6511 Convict Hill Rd	Convict Hill			ROW			0.10	4,353.51
415001	Davis Lane		Davis Lane	Deer Lane		ROW		Triangle	0.39	17,051.61
414809		3900-4200 Deer Lane	Deer Lane	Coastal Drive	Ampezo Trail	ROW			1.39	60,409.81
414859	<b>Dittmar Rd - Only Median</b>		Dittmar Rd	Manchaca Rd	S. 1st St.	Median			7.02	305,605.03
414847		7100 Dixie	Dixie	William Cannon		ROW		Triangle	0.08	3,277.21
500137	7716-7803 SPRINGDALE RD	3418 1/2 DUKE RD	Duke Rd						0.48	20,737.04
414940	Elmont Dr	4400 Elmont Dr	Elmont Dr	Pleasant Valley		Median			0.05	2,261.64
415065		915 GARNER AVE	Garner Ave						0.00	77.03
414839		901 W GIBSON ST	Gibson St West						0.00	153.50
414863	Grove Blvd, Riverside Dr to Montopolis	2400 1/2 GROVE BLVD	Grove Blvd						0.52	22,810.54
415024	Grove Blvd - Riverside to Hogan Ave	919 1/2 GROVE BLVD	Grove Blvd						0.65	28,221.44
414989	South Lamar Barton Springs to Riverside	218 S. Lamar	Lamar Blvd South	Barton Springs	Riverside Dr	Median			0.23	10,162.34
414995		101 1/2 LITTLE TEXAS LN	Little Texas Ln						0.03	1,393.88
415028		615 W MARY ST	Mary St West						0.02	1,019.58
414854	West Mary/Lamar Triangle		Mary St West						0.12	5,285.48
415071	Matthews/Cooper Triangle	901 1/2 MATTHEWS LN	Matthews Ln						0.03	1,344.04
415077	McKinney Falls Pwky, Burleson to Hwy 183	4009 1/2 MC KINNEY FALLS PKWY	Mckinney Falls Pkwy						1.50	65,422.81
500080		7325 MC KINNEY FALLS PKWY	Mckinney Falls Pkwy						0.35	15,051.64
414941	Monterey Oaks, 290-71 to S Mopac Expwy		Monterey Oaks	290-71	S. Mopac Expwy	Median			0.88	38,404.18
414909	Montopolis Dr, Grove Blvd to Burleson		Montopolis Drive	Grove Blvd	Burleson Rd	Median			2.80	121,763.55
500120		2944 1/2 NESBIT DR	Nesbit Dr						0.42	18,193.07
414904	North Bluff/Congress Triangle	200 NORTH BLUFF DR	North Bluff Dr						0.21	9,149.73
414810	Nuckols Crossing Rd W. Side		Nuckols Crossing	Pleasant Valley	Drainage Ditch	ROW			0.27	11,729.00
414862	Burleson/Oltorf Triangle	1817 E OLTORF ST	Oltorf St East						0.05	2,175.75
414933	Pinnacle Rd and Dusky Thrush Trl North Side	3414 1/2 Pinnacle Rd	Pinnacle Rd		Walsh Tarlton Ln	ROW			1.04	45,129.62
414908	Pleasant Valley Rd, Riverside to Oltorf	2501 1/2 SHERINGHAM DR	Pleasant Valley Rd	Riverside Dr	E. Oltorf St	Median			0.44	19,214.39
414895	Pleasant Valley Rd, Button Bend to Stassney Ln.		Pleasant Valley Rd	Button Bend	Stassney Ln	Median			0.30	13,240.21
414915	Pleasant Valley Rd, Stassney to Nuckols Crossing		Pleasant Valley Rd	Stassney Ln	Nuckols Crossing	Median			0.40	17,302.01
414813	Pleasant Valley Rd Nuckols Crossing to William Cannon		Pleasant Valley Rd	Nuckols Crossing	William Cannon	Median			0.33	14,360.88
415053		6517 S PLEASANT VALLEY RD	Pleasant Valley Rd South						0.40	17,239.46
414819	Pleasant Valley Rd, William Cannon to Onion Creek	6803 1/2 S PLEASANT VALLEY RD	Pleasant Valley Rd South	William Cannon	Onion Creek	Median			0.81	35,375.72
414852	Next to Academy Cul-d-sac	700 E. Riverside	Riverside Dr East			ROW			0.29	12,499.01
414870	E. Riverside S		Riverside Dr East			Median			1.85	80,480.84
414880	E. Riverside Dr.	1100-4600 E. Riverside	Riverside Dr East	Wickersham Ln	E. Ben White Blvd/SH 71	Median			7.82	340,537.37
414879	W. Riverside Dr		Riverside Dr West	Hillside	Wickersham Lane	ROW	Median		8.84	385,205.65
415029	E Slaughter Ln		Slaughter Ln East	IH 35	Brandt Rd	Median			1.76	76,567.38
500119	Slaughter Ln, Brodie to Manchaca	2606 W SLAUGHTER LN	Slaughter Ln West	Brodie	Manchaca				1.22	53,236.49
414894	Slaughter Ln, Brodie to Mopac	3801 1/2 W SLAUGHTER LN	Slaughter Ln West	Brodie	Mopac				5.64	245,512.05
415087	Slaughter Ln, 35 to Manchaca	805 1/2 W SLAUGHTER LN	Slaughter Ln West	IH 35	Manchaca				1.59	69,055.00
414905	South 1st St		South 1st St	FM 1626	W Slaughter Ln	Median			9.64	419,999.92
414906	Southwest Parkway, Mopac to County Line	4801 1/2 SOUTHWEST PKWY	Southwest Parkway	Mopac	County Line				15.61	679,978.62
414991	Spyglass Dr.	1500 Spyglass Dr	Spyglass Dr	Flora Cv	Dana Cv	Median			0.08	3,396.73
414807	Stassney Ln, 35 to Westgate		Stassney Ln	IH 35	Westgate	Median			4.11	178,822.36
415057	Stassney Ln, IH 35 to Pleasant Valley		Stassney Ln	IH 35	Pleasant Valley	Median			0.73	31,887.90
414850	Stassney Ln, Pleasant Valley to Burleson		Stassney Ln	Pleasant Valley	Burleson	Median			2.08	90,557.14

ATTACHMENT A - SOUTH ZONE

ROW VEGETATION ID	DESCRIPTION	ADDRESS DESCRIPTION	STREET	FROM	TO	TYPE	ADDITIONAL TYPE	SUB TYPE	ACERAGE (Area)	SQUARE FOOT (Area)
415082		801 1/2 E STASSNEY LN	Stassney Ln East						0.01	633.86
414861	Tinnin Ford Rd, triangle	1400 TINNIN FORD RD	Tinnin Ford Rd						0.05	2,279.68
414805	Vinson Rd West ROW	4400-4494 Vinson	Vinson Rd	RR Tracks	W. St Elmo	ROW			0.77	33,500.96
414860	Tammaron Blvd, Walsh Tarlton to Mopac	2309 1/2 WALSH TARLTON LN	Walsh Tarlton Ln						0.74	32,322.31
414820	Walsh Tarlton, 360 to Thousand Oaks	2710 1/2 WALSH TARLTON LN	Walsh Tarlton Ln						0.31	13,286.55
414907	Westgate, Slaughter Ln to Aftonshire Way	9818 WEST GATE BLVD	Westgate Blvd						0.12	5,128.66
414892	Westgate, Stassney to William Cannon		Westgate Blvd						0.45	19,527.14
414893	Westgate Blvd	6900 Westgate Blvd	Westgate Blvd	Cameron Loop	William Cannon	Median			0.93	40,577.33
414939	Wickersham/Elmont median		Wickersham						0.05	2,039.22
415058	William Cannon Dr,35 to Southwest Parkway		William Cannon						17.53	763,387.35
414845	William Cannon Dr, Pleasant Valley to IH 35		William Cannon						1.50	65,411.48
414806	E William Cannon	6500 E. William Cannon	William Cannon East	Dixie Dr	Running Water	Median			0.22	9,495.58
Total of Areas									108	4,722,921

**Attachment C**  
**Austin Urban Trails Maintenance**

Project Name	From	To	Distance (Miles)	Mowing (Miles)	Number of sides	Square Foot Area	Type of Trail
Lance Armstrong Bikeway	Veterans	Shady Lane	5.20	0.05	2	2,640	Concrete
Lance Armstrong Bikeway	Shady	US 183	0.80	0.80	2	42,240	Concrete
Southern Walnut Creek Hike and Bike Trail	Stuart Cir.	Johnny Morris	7.00	6.50	2	343,200	Concrete
Northern Walnut Creek Bike Trail Improvements	Balcones Park	Walnut Creek Park	1.00	1.00	2	135,408	Concrete
Airport Boulevard	Lamar Blvd	5906 Airport	1.00	1.00	2	52,800	Concrete
Mopac Path	Barton Springs Rd	Tuscan Terrace	2.40	1.00	1	26,400	Concrete
<b>TOTAL</b>			<b>17.4</b>	<b>10.35</b>		<b>602,688</b>	



# ATTACHMENT D



## CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

**Solicitation Number:** 6200 SMB0202

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

**Indicate:**

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**



**ADDENDUM  
REQUEST FOR PROPOSAL  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN  
TRAILS  
CITY OF AUSTIN, TEXAS**

**RFP: 6200 SMB0202**

**Addendum No: 1**

**Date of Addendum: January 20, 2017**

This addendum is to incorporate the following changes to the above-referenced solicitation.

**1.0 Questions and Answers.**

(Q1) Can you please provide the previous bid tabulation for the contract proceeding this solicitation request?

(A1) Attached are the bid tabs for contracts NA100000018 solicited through IFB AMC0003 and NA160000094 solicited through IFB GLB0042.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

**APPROVED BY:**

A handwritten signature in blue ink, appearing to read "Jonathan Dalchau".

Jonathan Dalchau, Senior Buyer Specialist  
Purchasing Office

1/20/2017  
Date

**ACKNOWLEDGED BY:**

Abescope Group, LLC  
Vendor Name

A handwritten signature in blue ink, appearing to read "Abescope Group, LLC".  
Authorized Signature

2/10/17  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your bid.**



**ADDENDUM  
REQUEST FOR PROPOSAL  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN  
TRAILS  
CITY OF AUSTIN, TEXAS**

**RFP: 6200 SMB0202**

**Addendum No: 2**

**Date of Addendum: January 26, 2017**

This addendum is to incorporate the following changes to the above-referenced solicitation.

**1.0 Questions and Answers.**

(Q1) What are the requirements for road signage?

(A1) The Contractors shall follow all of the rules established by the City's Right of Way Management mandates. We encourage you to determine parking options that keeps you from blocking City street lanes.

(Q2) When is the contract expected to start?

(A2) We expect to take this project to Council in April, finalizing the contracts shortly after Council approval.

(Q3) What is an orphan property?

(A3) Orphan properties are pieces of land that have grown past the limits that are acceptable in appearance by the City code standards. They can be absentee or vacant properties where the owners can't be found.

(Q4) What is the mowing width on Urban Trails?

(A4) The average width is approximately five (5) feet off of the path.

(Q5) How many days are you expecting a cycle to get completed?

(A5) We are estimating 18 cycles for a year, which averages every 3 weeks.

(Q6) Are there additional bid lines for other items, like picking up litter?

(A6) You can indicate other services that you can provide the City under Section 3 of Attachment A - Price Sheet. A labor rate to pick up litter is something you can include there.

(Q7) How long does it take to inspect for payment approval after the services are rendered?

(A7) The City will try to use proper judgment mechanisms when inspecting the cut errors to determine if litter accumulated after the mowing services were performed.





(Q8) How did the City determine the quantities listed on the Price Sheet?

(A8) Those are estimates for current and future projects that come on line. The totals will not match the current list of properties as they are changing often to accommodate new areas of need. The City is looking for average pricing based on the Price Sheet ranges listed.

(Q9) Is the irregular mowing an additional cycle?

(A9) No, irregular mowing comes about when the grass grows too tall in a normal mowing cycle and requires additional attention.

2.0 Delete original Attachment B – Mowing Zones and replace with Attachment B – Mowing Zones – Updated 20170126.

3.0 Delete original Attachment C – Urban Trails and replace with Attachment C – Urban Trails – Updated 20170126.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

  
Jonathan Dalchau, Senior Buyer Specialist  
Purchasing Office

1/26/2017  
Date

ACKNOWLEDGED BY:

Abescape Group, LLC  
Vendor Name

  
Authorized Signature

2/10/17  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
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**ADDENDUM  
REQUEST FOR PROPOSAL  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN  
TRAILS  
CITY OF AUSTIN, TEXAS**

**RFP: 6200 SMB0202**

**Addendum No: 3**

**Date of Addendum: February 3, 2017**

This addendum is to incorporate the following changes to the above-referenced solicitation.

**1.0 Changes to the solicitation due dates as follows;**

- 1.1 Proposal Due Prior To time and date is changed to 2:00 pm (CDT), Tuesday February 14, 2017
- 1.2 Proposal Opening Time and Date is changed to 2:15 pm (CDT), Tuesday February 14, 2017

**2.0 Questions and Answers.**

- (Q1) If qualified, would the City award the entire contract (Zone1, Zone2, Urban Trails, and Orphan Properties) to one contractor or will it be broken up into sections to various contractors?
- (A1) As indicated in the Paragraph 7.A in Section 0600 – Proposal Preparation Instructions and Evaluation Factors, the City intends to award to four different Proposers based on the different categories/groups. The City will assign the category/group to the Proposer deemed most qualified based on the evaluation criteria submitted by the Proposers.
- (Q2) Is there a list/directory of TCEQ tire disposal stations in the City of Austin?
- (A2) The Texas Commission on Environmental Quality website provides information on Used and Scrap Tire Management (<https://www.tceq.texas.gov/tires>).
- (Q3) Do the orphan properties fall under the irregular mowing and are these the properties with an annual frequency of 6 times per year?
- (A3) Orphan Properties and Right of Ways are covered under Group D on Attachment A – Price Sheet. The Estimated Total Area is a total annual estimate, lot sizes very depending on the need. Regular versus irregular mowing rate will be determined by the height of the overgrowth as defined in Paragraph 5.6.2 in Section 0500 – Scope of Work.
- (Q4) Special Cases - Are there any specific cases of a "special case" where the contractor was needed to remove property? Has any special case ever involved personal property inside the dwelling/building?
- (A4) Special cases involve removing any materials necessary to bring a property back into the City's code requirements. In the past, it included the removal of fallen trees, vehicles, appliances, paper, meshed, and other types of debris. A special case may involve removing property from inside a house if conditions in the house. The Austin Code Department estimates special cases happen on about 5% of their cases.





(Q5) Are the estimated total areas the amount of square feet per visit/frequency? For instance Group A 1.A Estimated Total Area is 2,000,000...Will each visit (18 total) have approximately 2 million square feet of mowing? Are the annual frequencies or an approximate minimum or in the event of heavy rains there may be more frequencies?

(A5) Estimated Total Areas for Groups A – C, are total estimated square footage that you may expect to maintain in a three week cycle, with up to 18 cycles per year. For Group A, Attachment B – Mowing Zones for the North Zone indicates over 220 pieces of property that may be as small as 74 square feet or over 1,000,000 square feet. The annual frequency is estimated at 18 cycles, or every three weeks. In times of heavy rain, the Proposer may suggest to the City mowing at a higher frequency and at a less frequency in slower growth times.

(Q6) Is the Walnut Southern Trail regular or irregular mowing?

(A6) All mowing areas will be considered as regular mowing. If the grass exceeds 18 inches in height, then the Proposer may charge the irregular mowing rate indicated on their submitted Section 0600 – Price Sheet. The Irregular mowing rate is for contingencies when the project area grows at a faster rate than anticipated during a cycle time.

**3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in black ink, appearing to be "Jonathan Dalchau".

Jonathan Dalchau, Senior Buyer Specialist  
Purchasing Office

2/3/2017  
Date

ACKNOWLEDGED BY:

Abscrape Group, LLC  
Vendor Name

A handwritten signature in black ink, appearing to be "Abscrape Group, LLC".  
Authorized Signature

2/10/17  
Date

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**ADDENDUM  
REQUEST FOR PROPOSAL  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN  
TRAILS  
CITY OF AUSTIN, TEXAS**

RFP: 6200 SMB0202

Addendum No: 4

Date of Addendum: February 6, 2017

This addendum is to incorporate the following changes to the above-referenced solicitation.

**1.0 Questions and Answers.**

- (Q6) Can a light UTV Cart be used for services on the Southern Bike Trail (electric cart with strobe light)?  
(A6) The City prefers to not have an UTV on the urban trails, but is willing to entertain the use of an UTV on the trail with sufficient justification.
- (Q7) Upon visiting the hike/bike trails, we had difficulty finding the beginning & end of the Mopac Trail. Is there an intersection or a major company near these two points?  
(A7) It begins at Barton Springs Road near Andrew Zilker Road and ends at Tuscan Terrace. The mowing area is the sidewalk on the east side of Mopac (Northbound service road). All of the Urban Trails will be mapped and in MOWS at contract award.
- (Q9) Anderson Mills (Turtle Rock/Saddlebrook) is showing .34 acres which 14,793 sqft and it was mentioned at the pre-bid that the curb/gutters without grass & expansion joints are to be left as is. Is this correct and does it also apply to the curb/gutter build-up in zone's 1 & 2 that do not have grass? Sections 5.6.6 - 5.6.8 states that curb/gutter & expansion joints are to be included?  
(A9) The curbs and gutters along all medians in both zones shall be maintained and will be included in the square footage for each location. The City continuously re-maps locations as conditions and location needs change and anticipates having a current map at the time of contract award. Note that as additional square footage is added, the areas will be re-mapped to accurately reflect the work load for the contractor.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

  
Jonathan Dalchau, Senior Buyer Specialist  
Purchasing Office

2/6/2017  
Date

ACKNOWLEDGED BY:

Abescape Group, LLC  
Vendor Name

  
Authorized Signature

2/10/17  
Date

**RETURN A COPY OF THIS ADDENDUM**  
**to the Purchasing Office, City of Austin, Texas with your bid.**  
**Failure to do so may constitute grounds for rejection of your bid.**

98027 Ranch Road 620 N Unit 24307  
Austin, Texas 78726

(512) 790-4223 office  
(915) 231-6298 fax  
(915) 253-9702 cell

www.abescape.com  
aherrera@abescape.com  
estimating@abescape.com  
info@abescape.com

## **TABLE OF CONTENTS**

**TAB 1 – EXECUTIVE SUMMARY**

**TAB 2 – CITY OF AUSTIN PURCASHING DOCUMENTS**

**TAB 3 – AUTHORIZED NEGOTIATOR**

**TAB 4 – EXPERIENCE & QUALIFICATIONS**

**TAB 5 – MOBILIZATION & STAFFING PLAN**

**TAB 6 – EQUIPMENT**

**TAB 7 – COST PROPOSAL**

**TAB 8 – EXCEPTIONS TO THE PROPOSAL (ATTACHMENT D)**

**TAB 9 – FINANCIALS**

**TAB 10 – CERTIFICATIONS**

**TAB 11 – RESUME & REFERENCES**

**TAB 12 – ADDENDUMS**

**TAB 13 – INSURANCE**



98027 Ranch Road 620 N Unit 24307  
Austin, Texas 78726

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info@abescape.com

### EXECUTIVE SUMMARY

I will begin by stating that all the attached documentation herein will demonstrate that Abescape Group, LLC has the physical and financial capacity to maintain Zone 1, Zone 2, Urban Trails, and all Orphan Properties. We have never defaulted on ANY contract, been taken off a job, nor had any major complaints within the communities that we service. All our major contracts that have been in effect over a year have either renewed or have been extended by the governing municipality. Our goal is to establish a relationship with the City of Austin, continue to do business in Travis & Williamson County, create jobs in our community and continue to grow in Austin.

This proposal seeks a **landscape management company** with the professionalism, experience, knowledge and capacity to continue to perform year after year without any thought of having to terminate and re-bid the solicitation.

We intend to keep the City of Austin's medians, right-of-ways, bike trails and orphan properties at a pristine level of cleanliness to encourage potential visitors to make Austin their new home. The intent of this solicitation is to keep Austin aesthetically appealing, not only to its residents and communities, but to tourists and visitors that visit our city by the thousands each year. Pride in our community can be made self-evident through simple means of thorough grounds maintenance, weed control, proper arborist procedures, and simple fertilization. We have been commended in Lakeway and in Leander, for eradicating entire weed infestations in their city that had been neglected by previous contractors. Thus, both cities have renewed our grounds maintenance contracts.

Our intention is to offer a fair price for the scope-of-work in each zone, maintain a healthy and clean appearance and to make recommendations where needed for further improvements. As a **landscape management company**, our job is to improve conditions fit for the City, its residents and visitors. We've taken a proactive approach in purchasing our own roll-off dumpsters which will save the City hundreds, if not thousands, of dollars in dumping and waste costs.

We are presenting to you an opportunity for improving the aesthetics of city property while at the same time encouraging citizens to participate in outdoor activity. By maintaining both, Austin will continue to stand out as one of the most outdoorsy and active cities in all of Texas. This proposal is to save Austin money and to continue giving its citizenry the great quality of life that they deserve.

This proposal has attached references, resumes and projects completed with similar scopes provided in this contract. We ask that you consider our bid to do business with the City as we have proved to be capable to maintain our end of the contract.

After visiting the locations and trails, we have a better understanding of the scope-of-work required and feel that we can, without any doubt, fulfill the details of the entire contract without the chance of default. As provided in the attached documentation, we currently have several contracts, of equal size with similar type of work.





# CITY OF AUSTIN, TEXAS

Purchasing Office

## REQUEST FOR PROPOSAL (RFP)

### OFFER SHEET

**SOLICITATION NO:** RFP 6200 SMB0202

**DATE ISSUED:** January 16, 2017

**REQUISITION NO.:** RQM 6200 16103100074

**COMMODITY CODE:** 98836

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

Primary Contact:

Jonathan Dalchau

Senior Buyer Specialist

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

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

Secondary Contact:

Marian Moore

Buyer II

**Phone:** (512) 974-2062

**E-Mail:** Marian.Moore@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Grounds Maintenance for Medians, Orphan Properties, Right of Ways, and Urban Trails

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 11:30 AM, Monday, January 23, 2017

**LOCATION:** Municipal Building, 124 W. 8th Street, Suite 335.1, Austin, TX 78701

**PROPOSAL DUE PRIOR TO:** 2:00 pm (CDT), Tuesday February 14, 2017

**PROPOSAL OPENING TIME AND DATE:** 2:15 pm (CDT), Tuesday February 14, 2017

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

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # SMB0202	Purchasing Office-Response Enclosed for Solicitation # SMB0202
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

### SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE

(Electronic copy should be a single scanned file of the original response per flash drive)

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE SHEET	4
Attachment B	LIST OF NORTH & SOUTH MOWING ZONES	8
Attachment C	LIST URBAN TRAILS	2
Attachment D	EXCEPTIONS FORM	1

**\* Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**\*\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

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

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**



### INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Abescape Group, LLC

Company Address: 9807 Ranch Road 620 N. unit 24307

City, State, Zip: Austin, Texas 78726

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Abraham Herrera

Title: Owner

Signature of Officer or Authorized Representative: 

Date: 02/10/2017

Email Address: aherrera@abescape.com

Phone Number: 512-790-4223

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**Section 0605: Local Business Presence Identification**

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

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

**SUBCONTRACTOR(S):**

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

**SUBCONTRACTOR(S):**

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

**Section 0700: Reference Sheet**Responding Company Name ABESCAPE GROUP, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. **Company's Name** CITY OF LAKEWAY, TEXAS  
Name and Title of Contact ANDRA BENNETT – DIRECTOR OF PARKS & RECREATIONS  
Project Name LANDSCAPING SERVICES (CONTRACT HAS BEEN RENEWED)  
Present Address 105 CROSS CREEK  
City, State, Zip Code LAKEWAY, TEXAS 78734  
Telephone Number ( 512 ) 314-7534 Fax Number ( 512 ) 261-5033  
Email Address andrabennett@lakeway-tx.gov
  
2. **Company's Name** CITY OF LEANDER, TEXAS  
Name and Title of Contact PAT WOMACK – PUBLIC WORKS DIRECTOR  
Project Name RIGHT-OF-WAY MOWING (SOLICITATION # S16-008 (RENEWED))  
Present Address 807 MUNICIPAL DR  
City, State, Zip Code LEANDER, TEXAS 78641  
Telephone Number (512 ) 259-2640 Fax Number ( 512 ) 528-8421  
Email Address pwomack@leandertx.gov
  
3. **Company's Name** CITY OF EL PASO, TEXAS  
Name and Title of Contact STEVE LUNSFORD – GENERAL LAND MANAGEMENT SUPERINTENDENT  
Project Name GROUPS MAINTENANCE FOR EI PASO CITY PARKS MOWING #2014-103  
Present Address 801 TEXAS AVE  
City, State, Zip Code EL PASO, TEXAS 79901  
Telephone Number ( 915 ) 6216791 Fax Number ( 915 ) 212-0093  
Email Address lunsfordas@elpasotexas.gov

**City of Austin, Texas  
Section 0800  
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, 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 employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin  
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE **CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES** ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE **CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY** WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.


**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the **City's** Non-Retaliation Policy 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 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the **Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.**

Dated this 17<sup>th</sup> day of FEBRUARY, 2017

CONTRACTOR	<u>ABRAHAM HERRERA</u>
Authorized Signature	
Title	<u>OWNER</u>

**Section 0815: Living Wages Contractor Certification**

Company Name ABESCAPE GROUP, LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
JUAN ANGEL GONZALEZ	TRACTOR OPERATOR
ISMAEL PENA	FOREMAN
ALEXANDER ESCALANTE	LABOR/WEED EATER
YOAN JOSE SANCHEZ	TRACTOR OPERATOR
GUILLERMO PENA	WEEDING/BLOWING
YUINER ESCALANTE	TRIMMING/BLOWING TRUCK DRIVER

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

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

Company Name ABESCAPE GROUP, LLC

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

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

Answer: RESIDENT BIDDER

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

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

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

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

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

SOLICITATION NUMBER:	SMB0202
PROJECT NAME:	GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS


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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
ABESCAPE GROUP, LLC	
Company Name	
ABRAHAM HERRERA - OWNER	
Name and Title of Authorized Representative (Print or Type)	
	<u>2/10/17</u>
Signature	Date

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

SOLICITATION NUMBER:	SMB0202
PROJECT NAME	GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS


**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	ABESCAPE GROUP, LLC		
Address	9807 RANCH ROAD 620 N. unit # 24307		
City, State Zip	AUSTIN, TEXAS 78726		
Phone Number	(512) 790-4223	Fax Number	(915) 231-6298
Name of Contact Person	FERNANDO CARDENAS		
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

ABRAHAM HERRERA – OWNER

Name and Title of Authorized Representative (Print or Type)

  
Signature

2/10/17  
Date

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

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

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

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

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

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



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Austin, Texas 78726

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aherrera@abescape.com  
estimating@abescape.com  
info@abescape.com

**AUTHORIZED NEGOTIATOR**

**ABRAHAM HERRERA - OWNER**

(512) 790-4223 OFFICE

(915) 253-9702 CELL

[aherrera@abescape.com](mailto:aherrera@abescape.com)

LICENSED IRRIGATOR – LI0020134

BACKFLOW PREVENTION – BP0015438

DBE CERTIFIED (TXDOT) – VENDOR # 27054

TEXAS CERTIFIED LANDSCAPE PROFESSIONAL #767



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## EXPERIENCE AND QUALIFICATIONS

**Abescape Group, LLC**  
**9807 Ranch Road 620 N. unit 34307**  
**Austin, Texas 78726**  
**(512) 790-4223**

Abescape Group, LLC, under the ownership and experience of **Abraham Herrera**, also the Authorized Negotiator, has been offering **landscape management** services for nearly nine years. Our services include, but not limited to, commercial & municipal grounds maintenance, ROW and highway mowing, parks mowing, landscape design and installation, irrigation design and installation (includes emergency repairs), tree and shrub trimming/pruning, backflow prevention, residential maintenance, weed prevention and control, herbicidal spraying, and landscape upgrades/recommendations.

Abescape Group, a subsidiary of Abescape Landscaping, LLC is a registered and licensed to do business in the State of Texas. Our main office is in Austin, Texas and our repair and maintenance yard is in Leander, Texas. We began doing business in Austin in late 2011 with continued growth every year. We have hired from within the City of Austin and intend to hire more local employees should we be awarded this contract. When we were awarded the contracts in Leander and Lakeway, both of which have been recently renewed, Abescape decided to permanently expand and grow in both Travis and Williamson Counties (**As of 02/09/2017 Abescape Group was awarded a grounds maintenance/mowing contract for the City of Pflugerville, Texas).**

We currently have two large contracts in Leander and in Lakeway, Texas, both of which entail the exact scope-of-work described in this solicitation. We continue to do work with the City of El Paso, Village of Vinton, Ft. Bliss Military Housing, and the Texas Dept. of Transportation...all of which include the same scope of work for this contract. I've attached a Commercial Resume and a Reference Sheet with our qualifications and contact information as requested.

The Operations Manager for Travis and Williamson county is Fernando Cardenas. Fernie has been with Abescape for five (5) years and was the Operations Manager in El Paso before permanently moving to Austin, Texas. In El Paso, Fernie was the point-of-contact for the contracts with the City of El Paso Parks Mowing, Village of Vinton Parks Ground Maintenance and the Ft. Bliss Military Housing Grounds Maintenance. Mr. Cardenas is currently the Operations Manager for the City of Lakeway Landscaping Services, City of Leander ROW Mowing & Maintenance, Upton County Highway Mowing (TXDOT) and will also supervise the newly acquired contract with the City of Pflugerville.

- |                                       |  |
|---------------------------------------|--|
| ○ City of El Paso Parks               | \$1.4 Million 3-year contract, completed & extended 2 more years |
| ○ Ft. Bliss Military Housing          | \$339,450 yearly contract  |
| ○ City of Lakeway                     | \$248,700 yearly contract with 3-year option (renewed)           |
| ○ City of Leander                     | \$229,962 yearly contract with 3-year option (renewed)           |
| ○ Upton County Highway Mowing         | \$198,000 2-year contract (5 cuts total)                         |
| ○ Village of Vinton Parks Maintenance | \$41,000 3-year contract   |
| ○ City of Pflugerville                | \$49,000 (recently awarded)                                      |

**Key Personnel:** Fernando Cardenas  
Operations Manager  
(915) 777-0439  
[fcardenas@abescape.com](mailto:fcardenas@abescape.com)

Patrick Baca  
Scheduling & Logistics  
(512) 790-4223  
[pbaca@abescape.com](mailto:pbaca@abescape.com)

Luis Bannelos  
Staffing & Human Resources  
(512) 790-4223  
[lbannelos@abescape.com](mailto:lbannelos@abescape.com)

Adrian Lugo  
Leader/Operator  
(915) 886-8011

Abraham Herrera  
Owner/Negotiator  
(915) 253-9702  
[aherrera@abescape.com](mailto:aherrera@abescape.com)



### EXPERIENCE AND QUALIFICATIONS

Should Abescape Group be awarded this contract, we would begin by hiring 2 additional employees in the Travis/Williamson areas. This would then give us the capacity of two crews with each having 3-4 employees and Fernando supervising both. Each crew will be assigned a Ford F-350 diesel truck with logos and amber strobe lights, one 16 ft. utility trailer, 2 blowers, 2 weeders, 1 zero-turn mower, 1 trimmer, push brooms, rakes, trash bags, and various maintenance tools. Being **that we own 8 roll-off dumpsters**, two will be made available and will be mobile in Austin for both crews...on demand. Should an employee leave or be terminated, we will bring in experienced employees from El Paso to serve as temps during which we find more permanent staff from the Austin area. We will keep in constant contact with the contract administrator to update any change in staff. This is how we are currently run the operation in Leander and Lakeway and has been a great solution for both us and the client.

In the event of a loss to equipment and/or machinery, Abescape Group always maintains a surplus funds for such an event. Should the loss be catastrophic, such as the loss of major machinery, Abescape has a \$750,000 credit line through the Wells Fargo Small Business Fund. **These funds can be verified by Lorena Garay at (915) 546-4230 or at [lorena.garay@wellsfargo.com](mailto:lorena.garay@wellsfargo.com).** Attached are our CPA certified financials for the years 2011 through 2015 (we have requested an extension for 2016).



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## **MOBILIZATIONS & STAFFING PLAN**

### **ZONE 1, NORTH**

2 crews of 3 employees and one on-site supervisor will be given a check list with designated locations per route. The checklist will give each crew the responsibility of handling and reporting accidents, emergencies and/or complaints. Once at the locations, crew(s) will park and set up traffic control, if necessary. The crew leader will sign off on the time arrived and time completed. As trash and clippings are accumulated, they will be discarded in utility trailer and taken to the roll-off dumpster at the end of each day. Each crew will consist of one zero-turn mower and 2 line trimmers. When finishing, each employee will circle the area blow and dispose of trimmings and any trash left behind to separate and dispose accordingly (tires, furniture, etc...). Each location, upon completion, will be verified by the supervisor who will then submit, via email, a detailed report to contract supervisor. Any maintenance and/or repairs will be done at the yard so all equipment is ready for next day without fault. At the end of each cycle, the Abescape supervisor will inform the contract supervisor that each location is ready for inspection and touch-ups if needed. For the safety of the employees, cyclists and pedestrians, we will provide signage and traffic control barriers and cones. This will allow our presence to be seen from a greater distance so that others may take precautionary measures.

### **ZONE 2, SOUTH**

2 crews of 3 employees and one on-site supervisor will be given a check list with designated locations per route. The checklist will give each crew the responsibility of handling and reporting accidents, emergencies and/or complaints. Once at the locations, crew(s) will park and set up traffic control, if necessary. The crew leader will sign off on the time arrived and time completed. As trash and clippings are accumulated, they will be discarded in utility trailer and taken to the roll-off dumpster at the end of each day. Each crew will consist of one zero-turn mower and 2 line trimmers. When finishing, each employee will circle the area blow and dispose of trimmings and any trash left behind to separate and dispose accordingly (tires, furniture, etc...). Each location, upon completion, will be verified by the supervisor who will then submit, via email, a detailed report to contract supervisor. Any maintenance and/or repairs will be done at the yard so all equipment is ready for next day without fault. At the end of each cycle, the Abescape supervisor will inform the contract supervisor that each location is ready for inspection and touch-ups if needed. For the safety of the employees, cyclists and pedestrians, we will provide signage and traffic control barriers and cones. This will allow our presence to be seen from a greater distance so that others may take precautionary measures.

### **URBAN TRAILS**

The Urban Trails will be comprised of one crew consisting of six employees. As with Zone 1 & 2, the crew will be checked in and be designated a checklist and a route. The crew will begin in the middle each trail and split towards each end of the trail. Upon completion, each employee will be clocked out and each checklist revised for any suggestions, recommendations and/or complaints. On-site supervisor will monitor work and picking up filled trash bags with UTV cart. This will keep an even work-flow, better supervision, and keep employees from walking back and forth to trailer for dumping filled trash bags. By using the UTV cart, the supervisor can bring tools, equipment, fuel and water to employees at a faster rate.

### **ORPHAN PROPERTIES**

Once assigned an orphan property, the Abescape supervisor will do a site visit to determine the scope, equipment and number of employees needed to complete the job before the end of the following day. A crew will then arrive to remove and dispose of all large trash. The crew will then mow, trim, hedge if needed and give a final clean-up of the property. Once complete, the supervisor will do a final inspection and checklist before contacting the contract supervisor.



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info@abescape.com

### FULL INVENTORY AND PHYSICAL CAPACITY

74-80 employees (El Paso & Austin)  
15 TRUCKS 22 TRAILERS  
5 – 62" RIDING MOWERS  
30 LINE TRIMMERS  
15 HEDGE TRIMMERS  
6 POLE SAW CHAINSAWS  
20 CHAIN SAWS  
30 BLOWERS  
6 – 36" WALK-BEHIND MOWERS  
8 BACK PACK SPRAYERS



1 SPRAY RIG TRUCK WITH TWO 100 GALLON TANKS  
3 JOHN DEERE TRACTOR WITH THREE 16 FT RHINO ROTARY BATWING CUTTERS  
2 SMALL SUPERVISOR'S TRUCKS  
IRRIGATION TROUBLESHOOTING EQUIPMENTS (VALVE LOCATOR, SOLENOID NOID TESTER, AMMETERS, ETC...)  
7 ROLL OFF DUMPSTER CONTAINERS







## ABESCAPE GROUP

NO.	EQUIPMENT	MODEL	TEAM	SERIE	PURCHASE DATE	PRICE	PURCHASE FROM
1	JOHN DEERE	5115M UTILITY TRACTOR (100 PTO HP)	ABESCAPE GROUP		January 14, 2016	\$65,476.13	JOHN DEERE
1	JOHN DEERE FLEX WING	SUSPENSION 540 RPM STUMP JUMPERS	ABESCAPE GROUP		January 14, 2016	\$21,986.25	JOHN DEERE
1	JOHN DEERE Z950M	COMMERCIAL ZTRACK	ABESCAPE GROUP		January 14, 2016	\$10,188.75	JOHN DEERE
1	JOHN DEERE Z950M	COMMERCIAL ZTRACK	ABESCAPE GROUP		January 14, 2016	\$10,188.75	JOHN DEERE
1	FORD F350	2016	ABESCAPE GROUP	1FT8W38T2GEB59982	January 16, 2016	\$50,216.32	FORD
1	FORD F350	2016	ABESCAPE GROUP	1FT8W38TXGEA97778	January 16, 2016	\$48,390.61	FORD
TK	CHEVY 3500 HD	2000 GAS 7.4	LANDSCAPE	1GBKC34J8YF453252	September 22, 2015	\$3,600.00	CASH
1	BACKPACK BLOWER STHIL	BR-600	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	BACKPACK BLOWER STHIL	BR-600	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	BACKPACK BLOWER STHIL	BR-600	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	BACKPACK BLOWER STHIL	BR-600	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	PRO TRIMMER STHIL	FS 240 R	ABESCAPE GROUP		January 19, 2016	\$520.31	COUFAL-PRATER
1	PRO TRIMMER STHIL	FS 240 R	ABESCAPE GROUP		January 19, 2016	\$520.31	COUFAL-PRATER
1	PRO TRIMMER STHIL	FS 240 R	ABESCAPE GROUP		January 19, 2016	\$520.31	COUFAL-PRATER
1	HECGET HL 100-2	HL 100 135	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	STRAIGHT TRIMMER STHIL	FS 130 R	ABESCAPE GROUP		January 19, 2016	\$346.87	COUFAL-PRATER
1	STRAIGHT TRIMMER STHIL	FS 130 R	ABESCAPE GROUP		January 19, 2016	\$346.87	COUFAL-PRATER
1	STRAIGHT TRIMMER STHIL	FS 130 R	ABESCAPE GROUP		January 19, 2016	\$346.87	COUFAL-PRATER
1	HONDA MOA					50.00	
1	CHAIN SAW 18"	MS 261 CM 18	ABESCAPE GROUP		January 19, 2016	\$537.65	COUFAL-PRATER
1	HEDGE TRIMMER STHIL	HS 81 T24	ABESCAPE GROUP		January 19, 2016	\$433.59	COUFAL-PRATER
1	GAL FUEL	2.5 GAL	ABESCAPE GROUP		January 19, 2016	\$16.63	COUFAL-PRATER
1	GAL FUEL	2.5 GAL	ABESCAPE GROUP		January 19, 2016	\$16.63	COUFAL-PRATER
	FURNITURE		ABESCAPE GROUP		January 7, 2016	\$3,270.75	NEW DEAL FURNITURE
	FURNITURE	SOFA				85,000.00	FURNITURE ROW
	FURNITURE	TV				14,000.00	BEST BUY (MAIN)
1	MAC LAP TOP		ABESCAPE GROUP		January 7, 2016	\$1,753.61	BEST BUY
1	PRINTER		ABESCAPE GROUP			1,227.00	OFFICE DEPOT
1	TRAILER	TH BLK 7X16 7K	ABESCAPE GROUP	4R7BU1627GT153952	February 10, 2016	\$3,813.96	DESERT HAVEN TRAILER
1	TRAILER	TH BLK 7X16 7K	ABESCAPE GROUP	4R7BU1625GT153951	February 10, 2016	\$3,813.96	DESERT HAVEN TRAILER
TR	TRAILER IN CLOSE 2015	6 X 12 3K	LEANDER	53BLTEA18FF011506	January 8, 2015	\$3,114.00	DESERT HAVEN
TR	TRAILER DUMP 2015	7 X 14 14K	LEANDER	4R7BD1423FT146188	July 31, 2015	\$8,106.52	DESERT HAVEN
TR	TRAILER 2015	7 X 18 14 K	LEANDER	4R7BU1820FT145137	November 13, 2015	\$4,578.38	DESERT HAVEN

NO.	EQUIPMENT	MODEL	TEAM	COLOR	SERIE	PURCHASE DATE	PRICE	PURCHASE FROM	
	MAINTENANCE								
A-1	CLASER (AERATION)	CA-18			ACN00662862				
1									
B-1	BLOWER STIHL	BR-600	MAINTENANCE 1		297210539	November 26, 2013	\$483.99	THE POWER CENTER	
B-2	BLOWER STIHL	BR-600	PEND		297322652	November 26, 2013	\$483.99	THE POWER CENTER	
B-3	BLOWER STIHL	BR-380	PEND		363322748	August 15, 2012	\$411.34	DYER CICLE	
B-4	BLOWER STIHL	BR-600	MAINTENANCE 4		297874759	January 3, 2013	\$476.29	DYER CICLE	
B-5	BLOWER STIHL	BR-600			298003111		\$483.99	THE POWER CENTER	SIN EXPEDIENTE
B-6	BLOWER STIHL	BR-600	PARK 1		501949241	July 20, 2015	\$541.20	THE POWER CENETER	
B-7	BLOWER STIHL	R-420M	SHOP		363149007	April 9, 2013	\$470.05	THE POWER CENTER	
B-8	BLOWER STIHL	BR-380	SHOP		363322743	August 15, 2012	\$411.34	DYER CICLE	
B-9	BLOWER STIHL	BR-380	SHOP		363320466	July 11, 2012	\$411.34	DYER CICLE	
B-10	BLOWER STIHL	BR-550	SHOP		298664871	September 18, 2014	\$464.05	DYER CICLE	
B-11	BLOWER STIHL	BR-600	FORT BLISS 1		2287				
B-12	BLOWER STIHL	BR-600	MAINTENANCE 2		505172416	April 12, 2016	\$487.40	THE POWER CENTER	OK
B-13	BLOWER STIHL	BR-600	MAINTENANCE 4		505206875	April 12, 2016	\$487.40	THE POWER CENTER	OK
B-14	BLOWER STIHL	BR-600	MAINTENANCE 3		505206884	April 12, 2016	\$487.40	THE POWER CENTER	OK
B-15	BLOWER STIHL	BR-600	FORT BLISS 1		507507137	May 20, 2016	\$514.44	THE POWER CENTER	ok
B-16	BLOWER STIHL	BR-600	MAINTENANCE 3		507162355	June 14, 2016	\$514.78	RIVERSIDE HARDWARE	ok
B-17	BLOWER STIHL	BR-600	FORT BLISS 2		SN-507276676	May 20, 2016	\$545.31	THE POWER CENTER	ok
B-18	BLOWER STIHL	BR-600	FORT BLISS 2		SN-507507122	May 20, 2016	\$545.31	THE POWER CENTER	ok
B-19	BLOWER STIHL	BR-600			SN-508550747	December 15, 2016	\$519.85	THE POWER CENETER	CREDIT
B-17	BLOWER STIHL	BR-600	MAINTENANCE 3		507162341	June 14, 2016	\$514.78	RIVERSIDE HARDWARE	ok
B-7	BLOWER STIHL	BR-600	PARK 2		502549877	May 7, 2015	\$541.20	THE POWER CENETER	
B-13	BLOWER STIHL	BR-500	MAINTENANCE 2		296539081	February 28, 2015	\$464.95	THE POWER CENETER	
B-3	BLOWER MORAYAMA		MAINT 2	PINK	81320967	September 4, 2015	\$559.65	AB & C SMALL ENGINES	
	BLOWER STIHL	BR-420	MAINT 1	ORANGE	363591241	August 26, 2011	\$476.29	DYER CICLE	LOST 2013
	BLOWER STIHL	BR-420	MAINT 1	ORANGE		January 3, 2013	\$476.29	DYER CICLE	LOST 2013
	BLOWER STIHL	BR-420	MAINT 1	ORANGE	363000942	January 3, 2013	\$466.19	DYER CICLE	LOST 2013
	BLOWER STIHL	BR-600	PARK 1	GREEN	297874764	March 17, 2014	\$483.99	THE POWER CENTER	
	BLOWER STIHL	BR-600	PARK 2	GREEN	298003103	March 17, 2014	\$483.99	THE POWER CENTER	
CH-1	CHAIN SAW STIHL	MS-250			293168745	May 21, 2013	\$368.04	DYER CICLE	
CH-2	CHAIN SAW STIHL	MS-210C			9674462ESAL		\$368.04	DYER CICLE	
CH-3	CHAIN SAW STIHL	MS-170			1130967310A		\$368.04	DYER CICLE	
CH-4	CHAIN SAW STIHL	MS-170			11303410AS	August 16, 2011	\$205.66	DYER CYCLE	
CH-5	CHAIN SAW STIHL GRANDE	HT101			287391998	December 30, 2011	\$649.49	DYER CYCLE	
CH-6	CHAIN SAW STIHL LARGE	HT101			299221240	September 18, 2014	\$626.01	THE POWER CENETER	
CH-7	CHAIN SAW STIHL	291			501345280	February 28, 2015	\$528.84	THE POWER CENETER	
L-1	LAWN MOWER HONDA	HRS-216	MAINT 1	ORANGE	MAKA-1136879	March 27, 2013	\$1,183.19	THE POWER CENTER	
L-2	LAWN MOWER HONDA	HRS-216	MAINT 2	PINK	MAKA-1138629	April 10, 2013	\$1,231.59	THE POWER CENTER	
L-3	LAWN MOWER HONDA	HRS-216	MAINT 3	PINK	MAKA-1130206	June 18, 2012	\$1,235.90	THE POWER CENTER	



L-4	LAWN MOWER HONDA		SHOP					THE POWER CENTER	
L-5	LAWN MOWER HONDA	HRS-216	SHOP		MAKA-1161929	September 18, 2014	\$1,272.59	THE POWER CENTER	
L-6	TRU CUT POWER MOWER	P-20	SHOP		838296	June 17, 2014	\$1,587.05	AB&C SMALL ENGINES	
L-7	TRU CUT POWER MOWER		SH		835773	September 4, 2015	\$2,109.79	AB&C SMALL ENGINES	
S-1	SATTING MOWER KHOLER	COURAGE 27PH			181756BN08	February 21, 2013	\$5,372.77	THE POWER CENTER	
1	SCAG COMMERCIAL MOWERS	7063J	ABESCAPE GROUP	J6100772		February 5, 2016	\$4,258.14	SCAG POWER EQUIPMENT	
T-1	TRIMMER STIHL	HS-81R	MAINT 1	ORANGE	285137439	August 16, 2011	\$562.88	DYER CICLE	
	TRIMMER STIHL	HS-81R	MAINT 1	ORANGE	291753726	November 26, 2013	\$503.35	THE POWER CENTER	
T-2	TRIMMER STIHL	HS-135	MAINT 2	PINK	290712630	April 10, 2013	\$510.88	THE POWER CENTER	
T-3	TRIMMER MORAYAMA		MAINT 2	PINK	E400229	September 4, 2015	\$496.87	AB & C SMALL ENGINES	
T-4	TRIMMER STIHL	HS-81R	MAINT 3	PINK	297667652	March 25, 2014	\$514.54	THE POWER CENTER	
T-5	TRIMMER STIHL	HS-81R	MAINT 3	PINK	284042874	March 28, 2013	\$562.89	DYER CICLE	
T-6	TRIMMER STIHL	HS-81R 24"	SHOP		292493254	June 17, 2013	\$541.24	DYER CICLE	
T-7	TRIMMER STIHL	HS81 T 24"	SHOP		284042874	March 28, 2013	\$562.89	DYER CICLE	
T-8	TRIMMER STIHL (GRANDE)	HS-81R 24"	SHOP		286402960	October 4, 2012	\$541.24	DYER CICLE	
T-9	TRIMMER STIHL (GRANDE)	HS-81R 30"	SHOP		299539061	February 28, 2015	\$499.95	THE POWER CENETER	
	HEDGE TRIMMER				180892529	May 20, 2016	\$544.99	THE POWER CENETER	ok
T-10	TRIMMER HEDGE				506167692	May 20, 2016	\$514.14	THE POWER CENETER	ok
T-11	HEDGE TRIMMER				504048957	June 14, 2016	\$536.24	RIVERSIDE HARDWARE	ok
T-12	HEDGE TRIMMER				507162355	June 14, 2016	\$536.24	RIVERSIDE HARDWARE	OK
	TRIMMER STIHL	HS-81R	MAINT 2		286402960	October 19, 2012	\$541.24	DYER CICLE	LOST 2013
T-13	TRIMMER STIHL	HS-81R	RUBEN		282493254	June 17, 2013	\$541.24	DYER CICLE	
W-18	SPRAYER BLOWER STIHL	SR-420			42039673408CBR				
W-6	tiller hasqava	FT-900			050212M011963	March 26, 2013	\$568.30	DYER CYCLE	
W-7	TILLER						\$600.00	KATTY REYNOLDS	
W-1	WEEDER ECKO	SRM 255	MAINT 1	ORANGE		September 12, 2014	\$277.11	ABC SMALL ENGINES	
W-2	WEEDER STIHL	FS-130-R	MAINT 1	ORANGE	294746829	November 26, 2013	\$396.86	THE POWER CENTER	
W-3	WEEDER STIHL	FS-250R	MAINT 2	PINK	284261482	July 11, 2012	\$216.50	DYER CICLE	
W-4	WEEDER STIHL	FS-130	MAINT 2	PINK	298539204	September 18, 2014	\$368.96	THE POWER CENETER	
W-5	WEEDER STIHL	FS-130-R	MAINT 3	PINK	298916094	June 25, 2014	\$4,430.20	THE POWER CENETER	
W-6	WEEDER STIHL	FS-130-R	MAINT 3	PINK	290911977	March 17, 2014	\$399.40	THE POWER CENETER	
W-7	WEEDER STIHL	FS-130R	PARK 1	GREEN	296977351	March 17, 2014	\$399.40	THE POWER CENETER	
W-8	WEEDER STIHL	FS-130	PARK 1	GREEN	500003770	February 28, 2015	\$399.95	THE POWER CENETER	
W-9	WEEDER STIHL(TORO)	FS-250R	PARK 2	GREEN	289899327	March 14, 2013	\$638.66	DYER CICLE	
W-10	WEEDER STIHL	FS-250R	SHOP			July 11, 2012	\$216.50	DYER CICLE	
W-11	WEEDER STIHL	FS-250R	SHOP			December 19, 2012	\$595.36	DYER CICLE	
W-12	WEEDER STIHL	FS-94R	SHOP		297564764	March 25, 2014	\$340.94	DYER CICLE	
W-13	POWERED EDGER	6033	SHOP			November 25, 2014	\$970.36	THE POWER CENETER	

W-14	WEEDER MORAYAMA		SHOP		M416255	September 4, 2015	\$472.10	AB & C SMALL ENGINES	
W-15	WEEDER STIHL	FS-130			SN-502240991	April 12, 2016	\$375.80	THE POWER CENTER	OK
W-16	WEEDER STIHL	FS-130			SN-502240939	April 12, 2016	\$375.80	THE POWER CENTER	OK
W-17	WEEDER STIHL	FS-130			SN-506648141	April 12, 2016	\$458.12	THE POWER CENTER	OK
W-18	WEEDER STIHL	FS-130			SN-500149302	April 12, 2016	\$458.12	THE POWER CENTER	OK
W-19	WEEDER STIHL	FS-130			SN-502240826	May 20, 2016	\$421.59	THE POWER CENTER	ok
W-20	WEEDER STIHL	FS-130			SN-506347409	May 20, 2016	\$421.59	THE POWER CENTER	ok
W-21	WEEDER STIHL	FS-130			SN-506347432	May 20, 2016	\$421.59	THE POWER CENTER	ok
W-22	WEEDER STIHL	FS-130			SN-506348112	May 20, 2016	\$421.59	THE POWER CENTER	ok
W-23	WEEDER STIHL	R30			SN-180753228	December 15, 2016	\$541.51	THE POWER CENETER	CREDIT
W-24	WEEDER STIHL	R30			SN-181224241	December 15, 2016	\$541.51	THE POWER CENETER	CREDIT
W-10	WEEDER STIHL	FS-130R	PARK 2	GREEN	205077351	March 17, 2014	\$396.86	THE POWER CENTER	LOST 2013
TK	FORD	2006 F250	ABRAHAM	WHITE/GOLD	1FTSW21P96ED62686	January 17, 2008	\$22,525.46	CAMBIO	RAINBOW MOTORS
TK	FORD F350	1995 DIESEL 7.3	LANDSCAPE	WHITE	2FDKF37F2SCA47119	June 1, 2015	\$3,666.66	LONE STAR AUTO SALES	CHECK
TK	FORD F350	1995 DIESEL 7.3	LANDSCAPE	WHITE	2FDKF37F0SCA47118	June 1, 2015	\$3,666.66	LONE STAR AUTO SALES	CHECK
TK	NISSAN UD 1400	1998 DIESEL 4.2l	LANDSCAPE	WHITE	JNAU4T1J6WA405025	June 1, 2015	\$3,666.66	LONE STAR AUTO SALES	CHECK
TK	TOYOTA	1998 TACOMA	OFFICE	WHITE	4TAVL52N9WZ078960	March 26, 2014	\$6,261.16	EMPIRE MOTORS	PAID
CAR	TOYOTA	2000 COROLLA	OFFICE	RED	1NXBR17E1Y238767R	September 19, 2014	\$3,394.01	HENRYS AUTO SALES	PAID
TK	FORD	2002 F150 XL	OFFICE	BLUE	1FTRF172X2KD14815	June 5, 2014	\$6,567.00	AZTECA MOTORS	PAID
TK	DODGE	2002 RAM 4 DOORS	LANDSCAPE	BLUE	3D7HA18NX2G126960	January 12, 2012	\$2,500.00		ACCION
TK	DODGE RAM	2002 RAM1500	MAINT 2	BLUE	1B7HA16N22J119643	September 19, 2014	\$4,036.86	HENRYS AUTO SALES	PAID
TK	FORD	2003 F150	PARKS 2	BLUE	1FTRW07693KD88886	May 1, 2014			PAID
TK	FORD	2004 F150	MAINT 3	RED	2FTRF1729CA26126	January 1, 2012	\$7,500.00		ACCION
TK	CHEVY	2005 SYLVERADO 3500	LANDSCAPE	BLACK	1GCJC33265F914932	November 2, 2013	\$15,285.00	RAINBOW MOTORS	CHASE
TK	CHEVY	2008 SYLVERADO	MAINT 1	WHITE	1GCEC14X382240399	March 20, 2013	\$13,667.96	INDIANAPOLIS MOTORS	GEQU
TK	FORD	2009 F150	PARKS 1	BROWN	1FTRW12W09FA75661	January 1, 2014	\$15,000.00	FIRST LIGH	FIRST LIGH (KIMBERLY)
TK	FORD	2011 F350	ABRAHAM	BLACK	1FT8W3CT9BEC29372	August 10, 2013	\$49,182.02	SHAMALEY FORD	GEQU
TK	FORD F150	2002	SPRAYER	GREEN	1FTPF18L92NB45206	June 14, 2016	\$4,713.84	EP AUTO GROUP INC	CHECK#5176
TK	FORD F 150	2016	FORT BLISS	WHITE	1FTEW1CF9GKD74034	May 19, 2016	\$41,112.80	SHAMALEY FORD	FORD CREDIT
TK	FORD F 350 DIESEL	2016	FORT BLISS	WHITE	1FT8W3BT1GEC22523	May 19, 2016	\$57,933.04	SHAMALEY FORD	FORD CREDIT
TK	FORD DIESEL	2002	LANDSCAPE	BLUE		June 14, 2016	\$8,250.00	JS MOTORS	CHECK #5177
CAR	TOYOTA	2014 LEXUS	ABRAHAM	BLACK	JTHBK1G6DE2115171	April 6, 2014	\$44,588.38	HOY FOX	CAMBIO/SUB LEXUS
SUB	TOYOTA	2015 LEXUS	ABRAHAM	BLACK	JTHBK1G6OE2115171	October 2, 2015	\$63,807.51	HOY FOX	
BC	BOBCAT 2012	S-130	LANDSCAPE	RED/WHITE	AU4Y11575	July 17, 2013	\$26,250.63	JOHN DEERE	GE CAPITAL
ATV	POLARIS RAZOR 2016	2016	ABRAHAM		3NSVDE922GF451131	November 7, 2015	\$25,000.00	THE POWER CENETER	\$2,500.00 DOWN
ATV	POLARIS RAZOR 2015	2015	ABRAHAM	GRAY	4XAST1EAXEB206226	November 17, 2014	\$26,392.99	THE POWER CENTER	CHANGE NOV 07



**ATTACHMENT A - PRICE SHEET****CITY OF AUSTIN****GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS****SOLICITATION NO.:** RFP 6200 SMB0202

**Instructions:** Provide pricing for the items identified below. An amount of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A 'no bid' or information left blank will be interpreted by the City that the Offeror does not wish to provide a price on that item.

Offerors shall propose pricing on all line items within an indicated Group to be considered for a Group Award. The City intends to make at least four awards, one award for each Group (Zone 1, Zone 2, Urban Trails, and Orphan Properties). Offerors may propose on all groups; however, if selected for award for one group, then the Offeror will not be considered for award for other groups. It is the City's intent to ensure that all group services are contracted for; therefore, award of a Contract to any Offeror may be contingent upon the Offeror agreeing to provide services for other groups for which the Offeror did not submit prices as a part of their original Proposal response. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. Bidders do not have to offer pricing for all lines, you can offer pricing for only the line items that you can provide the City.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the Offer and may result in disqualification. Prices being submitted shall be all inclusive and include ALL labor, equipment, overhead, and other costs associated with providing services under the Contract.

**SECTION 1 - GROUND MAINTENANCE SERVICES**

**Note:** The City reserves the right to make multiple awards by group, service, or any combination deemed most advantageous to the City.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less. Orphan Properties and Right of Ways are on an as needed basis.

**GROUP A. Zone 1 (North of Colorado River) - Medians and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.A	Regular Mowing for 22,000 square feet or less	2,000,000	Square Foot	<b>\$0.00170</b>	\$3,400.00	18	\$61,200.00
2.A	Irregular Mowing for 22,000 square feet or less	500,000	Square Foot	<b>\$0.00190</b>	\$950.00	6	\$5,700.00
3.A	Regular Mowing for 22,000 square feet or over	8,000,000	Square Foot	<b>\$0.00160</b>	\$12,800.00	18	\$230,400.00
4.A	Irregular Mowing for 22,000 square feet or over	2,000,000	Square Foot	<b>\$0.00160</b>	\$3,200.00	6	\$19,200.00
<b>SUBTOTAL GROUP A =</b>							<b>\$316,500.00</b>



**ATTACHMENT A - PRICE SHEET**  
**CITY OF AUSTIN**  
**GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

**GROUP B. Zone 2 (South of Colorado River) - Medians and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.B	Regular Mowing for 22,000 square feet or less	600,000	Square Foot	<b>\$0.00170</b>	\$1,020.00	18	\$18,360.00
2.B	Irregular Mowing for 22,000 square feet or less	150,000	Square Foot	<b>\$0.00190</b>	\$285.00	6	\$1,710.00
3.B	Regular Mowing for 22,000 square feet or over	10,000,000	Square Foot	<b>\$0.00160</b>	\$16,000.00	18	\$288,000.00
4.B	Irregular Mowing for 22,000 square feet or over	2,500,000	Square Foot	<b>\$0.00160</b>	\$4,000.00	6	\$24,000.00
<b>SUBTOTAL GROUP B =</b>							<b>\$332,070.00</b>

**GROUP C. Urban Trails**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.C	Regular Mowing	1,100,000	Square Foot	<b>\$0.01000</b>	\$11,000.00	18	\$198,000.00
2.C	Irregular Mowing	550,000	Square Foot	<b>\$0.01000</b>	\$5,500.00	6	\$33,000.00
<b>SUBTOTAL GROUP C =</b>							<b>\$231,000.00</b>

**GROUP D. Orphan Properties and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA (Annually)	UNIT OF MEASURE	UNIT PRICE	EXTENDED ANNUAL COST
1.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or less	1,200,000	Square Foot	<b>\$0.00340</b>	<b>\$4,080.00</b>
2.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or less	350,000	Square Foot	<b>\$0.00450</b>	<b>\$1,575.00</b>
3.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or less	125,000	Square Foot	<b>\$0.04500</b>	<b>\$5,625.00</b>



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4.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or less	15,000	Square Foot	<b>\$0.07500</b>	<b>\$1,125.00</b>
5.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or over	1,000,000	Square Foot	<b>\$0.03400</b>	<b>\$34,000.00</b>
6.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or over	750,000	Square Foot	<b>\$0.00450</b>	<b>\$3,375.00</b>
7.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or over	50,000	Square Foot	<b>\$0.04500</b>	<b>\$2,250.00</b>
8.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or over	25,000	Square Foot	<b>\$0.07500</b>	<b>\$1,875.00</b>
9.D	Right of Way (ROW) - Regular Mowing	6,250,000	Square Foot	<b>\$0.00160</b>	<b>\$10,000.00</b>
10.D	Right of Way (ROW) - Irregular Mowing	750,000	Square Foot	<b>\$0.00180</b>	<b>\$1,350.00</b>
11.D	Right of Way (ROW) - Light to Moderate Clearing	250,000	Square Foot	<b>\$0.00239</b>	<b>\$597.50</b>
12.D	Right of Way (ROW) - Heavy Clearing	25,000	Square Foot	<b>\$0.07500</b>	<b>\$1,875.00</b>
13.D	Material Hauling and Disposal	4,500	Cubic Yards	<b>\$49.00000</b>	<b>\$220,500.00</b>
14.D	Tire Handling and Disposal for Tires less than 20 inches in size	550	Per Tire	<b>\$3.00000</b>	<b>\$1,650.00</b>
15.D	Tire Handling and Disposal for 20 inches in size or larger	50	Per Tire	<b>\$4.50000</b>	<b>\$225.00</b>
<b>SUBTOTAL GROUP D =</b>					<b>\$290,102.50</b>

**ATTACHMENT A - PRICE SHEET  
CITY OF AUSTIN  
GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

**SECTION 2 - DISCOUNT OFF OF PRICELIST FOR EQUIPMENT RENTALS**

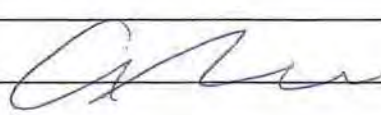
Proposer shall be able to provide equipment rentals for special cases. The prices for these items shall be based on equipment rental rate plus a mark-up.

The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ANNUAL EXPENDITURE	MARK-UP TO COSTS	EXTENDED ANNUAL COST
2	Markup to cost for Equipment Rental (not to exceed 20%)	\$25,000.00	15%	\$25,000.00
TOTAL BID =			\$1,194,672.50	

**SECTION 3. NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up for the listed services. Information in Part D will not be evaluated, and the City does not guarantee the purchase of any additional services.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
3.1	General Services Labor Rate	\$22.50/HR
3.2		
3.3		 2/10/17
3.4		
3.5		

# ATTACHMENT D



## CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

**Solicitation Number:** 6200 SMB0202

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 8 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

**Indicate:**

- ☒ 0300 Standard Purchase Terms & Conditions
- ☒ 0400 Supplemental Purchase Provisions
- ☒ 0500 Scope of Work

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**

WE ACCEPT THE THE CONTRACT AS IS IN ITS ENTIRETY.

**Abescape Landscaping, LLC**

**Financial Statements for the  
Year ended December 31, 2012 and  
Independent Accountants' Compilation Report**



WHITE +  
SAMANIEGO +  
CAMPBELL, LLP

CERTIFIED PUBLIC ACCOUNTANTS

416 North Stanton  
Suite 600  
El Paso, Tx 79901  
ph. 915.532.8400  
fax. 915.532.8405  
www.cpawsc.com

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Abescape Landscaping, LLC  
El Paso, Texas

We have compiled the accompanying balance sheet of Abescape Landscaping, LLC (a corporation) as of December 31, 2012, and the related statement of income, retained earnings for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*White + Samaniego + Campbell, LLP*

February 20, 2014  
El Paso, Texas



# ABESCAPE LANDSCAPING, LLC

## BALANCE SHEET DECEMBER 31, 2012

---

### ASSETS

#### CURRENT ASSETS:

Cash and cash equivalents	\$ 3,001
Accounts receivable	<u>4,582</u>

Total current assets	7,583
----------------------	-------

Furniture and equipment	17,575
Accumulated depreciation	<u>(1,259)</u>

Furniture and equipment, net	<u>16,316</u>
------------------------------	---------------

TOTAL ASSETS	<u>\$ 23,899</u>
--------------	------------------

### LIABILITIES AND STOCKHOLDERS' EQUITY

#### CURRENT LIABILITIES:

Due to related parties	<u>42,023</u>
------------------------	---------------

Total current liabilities	42,023
---------------------------	--------

#### STOCKHOLDERS' EQUITY:

Retained deficit	<u>(18,124)</u>
------------------	-----------------

Total stockholders' equity	<u>(18,124)</u>
----------------------------	-----------------

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 23,899</u>
--	------------------

See accompanying notes to financial statements and independent accountants' compilation report.



## ABESCAPE LANDSCAPING, LLC

### STATEMENT OF INCOME FOR THE YEAR ENDED DECEMBER 31, 2012

---

Revenue	\$ 92,004
Cost of goods sold	<u>-</u>
Gross profit	92,004
Operating Expenses:	
Advertising	2,213
Contract labor	17,618
Commissions	3,883
Office expenses	1,172
Automobile and transportation	16,752
Utilities	2,105
Travel and entertainment	1,694
Insurance	646
Supplies	26,520
License and permits	10
Miscellaneous	<u>1,416</u>
Total operating expenses	<u>74,029</u>
Net Income	<u>\$ 17,975</u>

See accompanying notes to financial statements and independent accountants' compilation report.

## ABESCAPE LANDSCAPING, LLC

### STATEMENT OF RETAINED EARNINGS FOR YEAR ENDED DECEMBER 31, 2012

---

Total retained earnings, December 31, 2011	\$ 5,924
Net income	17,975
Distributions	<u>(42,023)</u>
Total retained deficit, December 31, 2012	<u>\$ (18,124)</u>

**Abescape Landscaping, LLC**

**Financial Statements for the  
Year ended December 31, 2013 and  
Independent Accountants' Compilation Report**



WHITE +  
SAMANIEGO +  
CAMPBELL, LLP

CERTIFIED PUBLIC ACCOUNTANTS

416 North Stanton  
Suite 600  
El Paso, Tx 79901  
ph. 915.532.8400  
fax. 915.532.8405  
www.cpawsc.com

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Abescape Landscaping, LLC  
El Paso, Texas

We have compiled the accompanying balance sheet of Abescape Landscaping, LLC (a corporation) as of December 31, 2013, and the related statement of income, retained earnings for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*White + Samaniego + Campbell, LLP*

January 22, 2014  
El Paso, Texas

# ABESCAPE LANDSCAPING, LLC

## BALANCE SHEET DECEMBER 31, 2013

---

### ASSETS

#### CURRENT ASSETS:

Cash and cash equivalents	\$ 2,685
Accounts receivable	<u>51,681</u>

Total current assets	51,681
----------------------	--------

Furniture and equipment	105,550
Accumulated depreciation	<u>(1,259)</u>

Furniture and equipment, net	<u>104,291</u>
------------------------------	----------------

TOTAL ASSETS	<u>\$ 155,972</u>
--------------	-------------------

### LIABILITIES AND STOCKHOLDERS' EQUITY

LONG-TERM DEBT	<u>\$ 38,272</u>
----------------	------------------

Total liabilities	38,272
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#### STOCKHOLDERS' EQUITY:

Retained earnings	<u>117,700</u>
-------------------	----------------

Total stockholders' equity	<u>117,700</u>
----------------------------	----------------

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 155,972</u>
--	-------------------

See accompanying notes to financial statements and independent accountants' compilation report.



# ABESCAPE LANDSCAPING, LLC

## STATEMENT OF INCOME FOR THE YEAR ENDED DECEMBER 31, 2013

---

Revenue	\$ 490,347
Cost of goods sold	<u>277,395</u>
Gross profit	212,952
Operating Expenses:	
Salaries	22,251
Rent	3,669
Office expenses	13,560
Automobile and transportation	21,699
Utilities	4,378
Travel and entertainment	6,167
Insurance	1,824
License and permits	1,295
Miscellaneous	<u>2,056</u>
Total operating expenses	<u>76,899</u>
Income from operations	136,053
Other income (expense):	
Interest expense	<u>(229)</u>
Total other income (expense)	<u>(229)</u>
Net Income	<u>\$ 135,824</u>

See accompanying notes to financial statements and independent accountants' compilation report.

**ABESCAPE LANDSCAPING, LLC**

**STATEMENT OF RETAINED EARNINGS  
FOR YEAR ENDED DECEMBER 31, 2013**

---

Total retained earnings, December 31, 2012	\$ (18,124)
Net income	<u>135,824</u>
Total retained earnings, December 31, 2013	<u>\$ 117,700</u>



**White + Samaniego + Campbell, LLC**

A member of Accounting & Consulting Group, LLP

## **INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

To the Board of Directors  
Abescape Landscaping, LLC  
El Paso, Texas

Management is responsible for the accompanying financial statements of Abescape Landscaping, LLC (a corporation), which comprise the balance sheet as of December 31, 2014, and the related statements of income, and retained earnings for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*White + Samaniego + Campbell, LLC*

October 8, 2015  
El Paso, Texas

## ABESCAPE LANDSCAPING, LLC

### BALANCE SHEET DECEMBER 31, 2014

---

#### ASSETS

##### CURRENT ASSETS:

Cash and cash equivalents	\$ 68,970
Contract receivables	<u>81,571</u>

Total current assets 150,541

Property and equipment, net 220,100

TOTAL ASSETS \$ 370,641

#### LIABILITIES AND STOCKHOLDERS' EQUITY

##### CURRENT LIABILITIES:

Accounts payable	\$ 18,041
Accrued expenses and other liabilities	<u>14,069</u>

Total current liabilities 32,110

Long-term debt 278,612

Total liabilities 310,722

##### STOCKHOLDERS' EQUITY:

Retained earnings 59,919

Total stockholders' equity 59,919

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ 370,641

See independent accountants' compilation report

## ABESCAPE LANDSCAPING, LLC

### STATEMENT OF INCOME FOR THE YEAR ENDED DECEMBER 31, 2014

---

Contract revenue earned	\$ 1,067,742
Cost of revenue earned	<u>525,246</u>
Gross profit	542,496
General and administrative expenses	<u>276,529</u>
Income from operations	265,967
Other income (expense)	
Depreciation expense	(178,526)
Interest expense	<u>(17,658)</u>
Total other income (expense)	<u>(196,184)</u>
Net income	<u>\$ 69,783</u>

See independent accountants' compilation report



## ABESCAPE LANDSCAPING, LLC

### STATEMENT OF RETAINED EARNINGS FOR THE YEAR ENDED DECEMBER 31, 2014

---

Total retained earnings, December 31, 2013	\$ 117,700
Distributions to stockholders	(127,564)
Net income	<u>69,783</u>
Total retained earnings, December 31, 2014	<u>\$ 59,919</u>

See independent accountants' compilation report

**ABESCAPE LANDSCAPING, LLC**

**FINANCIAL STATEMENTS AND  
ACCOUNTANT'S COMPILATION REPORT  
(INCOME TAX BASIS)**

**YEAR ENDED DECEMBER 31, 2015**

**JOSEPH D. FELDMAN**

A Professional Corporation  
Certified Public Accountants  
El Paso, Texas

## TABLE OF CONTENTS

	Page
<u>Accountant's Compilation Report</u>	1
<u>Financial Statements</u> (Income Tax Basis)	
Statement of Assets, Liabilities and Member's Equity (Deficit)	2
Statement of Revenues and Expenses and Retained Earnings (Deficit)	3

---



**JOSEPH D. FELDMAN**

A Professional Corporation  
Certified Public Accountants

7400 Viscount Boulevard, Suite 207  
El Paso, TX 79925-4851  
Phone (915) 778-8030  
Fax (915) 778-8339  
E-mail jdf7400@swbell.net

## **Accountant's Compilation Report**

To Management  
Abescape Landscaping, LLC  
El Paso, Texas

Management is responsible for the accompanying financial statements of Abescape Landscaping, LLC (taxed as an S Corporation) which comprise the statement of assets, liabilities and member's equity (deficit) - income tax basis - as of December 31, 2015, and the related statement of revenues and expenses and retained earnings - income tax basis - for the year then ended and for determining that the income tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA). We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, these financial statements are not intended for those who are not informed about such matters.

  
November 1, 2016  
El Paso, Texas

**ABESCAPE LANDSCAPING, LLC**  
**STATEMENT OF ASSETS, LIABILITIES AND MEMBER'S EQUITY (DEFICIT)**  
**(INCOME TAX BASIS)**  
**AS OF DECEMBER 31, 2015**

**ASSETS**

Current Assets

Checking/Savings	
Cash in Bank	\$ 29,847
Deposit Receivable	10,000
Loan to Employees	8,395
Loan to Shareholder	41,735

Total Current Assets \$ 89,977

Property and Equipment

Furniture, Fixtures and Carpeting	\$ 531,360
Less Accumulated Depreciation	256,272

Net Property and Equipment \$ 275,088

**TOTAL ASSETS \$ 365,065**

**LIABILITIES & MEMBER'S EQUITY (DEFICIT)**

Liabilities

Current Liabilities

Current Maturities of Long Term Debt	\$ 185,374
Credit Card Payable	535
Payroll Taxes Payable	1,391
Sales Tax Payable	16,805

Total Current Liabilities \$ 204,105

Long Term Liabilities

Note Payable	162,044
--------------	---------

Total Liabilities \$ 366,149

Member's Equity (Deficit)

Initial Capital Contributed	\$ 1,000
Additional Paid-in-Capital	10,458
Retained Earnings (Deficit)	(12,542)

Total Member's Equity (Deficit) \$ (1,084)

**TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT) \$ 365,065**



**ABESCAPE LANDSCAPING, LLC**  
**STATEMENT OF REVENUES, EXPENSES AND RETAINED EARNINGS**  
**(INCOME TAX BASIS)**  
**YEAR ENDED DECEMBER 31, 2015**

<b>REVENUES</b>	
Revenues	\$ 1,427,901
Total Revenues	<u>\$ 1,427,901</u>
Cost of Goods Sold	
Purchases	\$ 418,127
Outside Services	344,989
Total Cost of Goods Sold	<u>\$ 763,116</u>
Gross Profit	<u>\$ 664,785</u>
<b>EXPENSES</b>	
Advertising and Promotion	\$ 21,036
Auto Expense	26,400
Bank Charges	12,837
Communication Expense	4,486
Continuing Education	524
Contract Labor	146,954
Credit Card Fees	5,312
Depreciation	59,685
Dues and Subscriptions	2,252
Equipment Maintenance	30,052
Equipment Rental	3,033
Fuel	22,497
Insurance	28,018
Interest, Net Interest Income	27,750
Leander Expenses	6,044
Legal and Professional Fees	7,655
Loss on Sale of Assets	9,630
Miscellaneous Expense	3,040
Office Expense	12,970
Rent	22,884
Repairs and Maintenance	18,062
Salaries - Officers	77,598
Salaries and Wages	56,049
Supplies	16,289
Taxes and Licenses	15,736
Telephone Expense	6,369
Travel and Entertainment	16,221
Uniforms	3,355
Utilities	2,993
Nondeductible Expenses	11,596
Total Expenses	<u>\$ 677,327</u>
Excess of Expenses over Revenues	\$ (12,542)
Retained Earnings - Beginning of Year	-
Retained Earnings (Deficit) - End of Year	<u>\$ (12,542)</u>

See Accountant's Compilation Report.



**Abraham Herrera**

**TCLP**

#767

The above named is hereby recognized as a  
Texas Certified Landscape Professional,  
having fulfilled the requirements of the Certification Committee of the  
Texas Nursery & Landscape Association

---

**CHAIRMAN**  
*TNLA Certification Committee*

---

**PRESIDENT**  
*Texas Nursery & Landscape Association*

Valid Through

**June 30, 2019**



# TNLA

TEXAS NURSERY &  
LANDSCAPE ASSOCIATION

## TEXAS NURSERY & LANDSCAPE ASSOCIATION

Hereby declares the following to be a  
Member in Good Standing

March 1, 2016 - June 30, 2017

**Abescape Landscaping**

TNLA # 112589

Billy Long  
Chairman of the Board

Amy Graham  
President/CEO

The mission of the Texas Nursery & Landscape Association is to  
enhance members' business success  
through legislative/regulatory advocacy, education,  
networking, and promotion of professionalism.



# TNLA

TEXAS NURSERY &  
LANDSCAPE ASSOCIATION

## TEXAS NURSERY & LANDSCAPE ASSOCIATION

Hereby declares the following to be a  
Member in Good Standing

March 1, 2016 - June 30, 2017

### Abescape Group

TNLA # 112591

Billy Long  
Chairman of the Board

Amy Graham  
President/CEO

The mission of the Texas Nursery & Landscape Association is to  
enhance members' business success  
through legislative/regulatory advocacy, education,  
networking, and promotion of professionalism.



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

*Be it known that*

**ABRAHAM HERRERA**

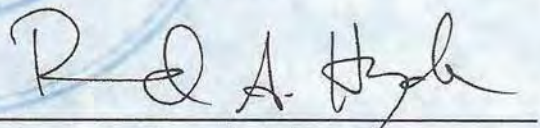
*has fulfilled the requirements in accordance with the  
laws of the State of Texas for*

**BACKFLOW PREVENTION ASSEMBLY TESTER**

*License Number:* **BP0015438**

*Issue Date:* **08/06/2016**

*Expiration Date:* **09/05/2019**



*Executive Director*

*Texas Commission on Environmental Quality*

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Be it known that*

**ABRAHAM HERRERA**

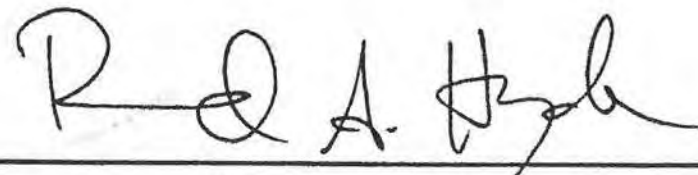
*has fulfilled the requirements in accordance with the  
laws of the State of Texas for*

**LICENSED IRRIGATOR**

*License Number:* LI0020134

*Issue Date:* 02/04/2016

*Expiration Date:* 01/31/2019

A handwritten signature in black ink, appearing to read "R. A. Hyle", is written over a horizontal line.

*Executive Director*

*Texas Commission on Environmental Quality*



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER  
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847  
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE  
[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)



## COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

RENE ESTRADA  
PO BOX 276  
TORNILLO TX 79853

TDA Client No:	00334208
License No:	0434836
Effective Date:	February 29, 2016
Expires:	February 28, 2017
Categories:	





## **Disadvantaged Business Enterprise Program**

This certifies that the following listed firm is certified as a **DBE**  
in accordance with 49 Code of Federal Regulations Part 26

***Abescape Landscaping LLC DBA Abescape Landscaping  
(VN: 27054)***

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

February 8, 2017

Date Issued

A handwritten signature in black ink, appearing to read "MD Bryant".

Michael D. Bryant  
Director

Civil Rights Division



98027 Ranch Road 620 N Unit 24307  
Austin, Texas 78726

(512) 790-4223 office  
(915) 231-6298 fax  
(915) 253-9702 cell

www.abescape.com  
aherrera@abescape.com  
estimating@abescape.com  
info@abescape.com

Abescape Landscaping commercial resume & scope of work.

**City of Leander, Texas** - Patrick Womack, Public Works Director (512) 762-7824

All city and highway right of way mowing approximately 500 acres

Ronald Reagan Highway 17 miles of roadside width mowing (both sides) 150 acres 57 pond reservoirs  
& channels mowing

City Buildings mowing & grounds maintenance

**City of Lakeway, Texas** – Andra Bennett, Director (512) 314-7534

Medians & rights of way approximately 120 acres Swim

Center mowing & grounds maintenance

City hall, Police Station, Activity Center, Heritage Center 3 City Parks  
approximately 12 acres

**City of El Paso, Texas Parks Mowing** – Steve Lunsford, Superintendent (915) 472-2819

45 City Parks mowing & grounds maintenance approximately 900 acres

**Village of Vinton, Texas** – Jessica Garza, Maintenance Manager (915) 383-6993

City Parks Mowing & Grounds Maintenance approximately 15 acres

**Ft. Bliss Army Base, El Paso, Texas** Jeremy Holliday, Communities Supervisor (915) 726-0109

Belfour Beatty Military Housing Mowing & Grounds Maintenance approximately 55 acres

**Texas Department of Transportation, Upton County** Joe Diaz, Maintenance Supervisor (432) 652-8951

Right-of-way Mowing & Line Trimming approximately 1,700 acres per cycle totaling approx. 8500 acres for the 2 year contract.

Aside from the municipal and city mowing, Abescape continues to maintain over 200 residential properties, hotels, commercial real estate, and various apartment complexes. Abescape also specializes in commercial landscape installation and design, irrigation planning and installation and backflow prevention.

Abraham Herrera

Abescape Group, LLC – Owner



9807 Ranch Road 620 N Unit 24307  
Austin, Texas  
78726

(512) 790-4223 office  
(915) 231-6298 fax  
(915) 253-9702 cell

[www.abescape.com](http://www.abescape.com)  
[aherrera@abescape.com](mailto:aherrera@abescape.com)  
[estimating@abescape.com](mailto:estimating@abescape.com)  
[info@abescape.com](mailto:info@abescape.com)

(Abescape Landscaping, LLC) & (Abescape Group LLC) Recent Commercial Resume & References

**City of Leander, Texas**

**City Buildings Landscape Maintenance & Right of way Mowing**

Pat Womack – Public Works Director  
607 Municipal Dr.  
Leander, Texas 78641  
(512) 259-2640 – office  
(512) 762-7824 – cell  
[pwomack@leandertx.gov](mailto:pwomack@leandertx.gov)

**City of El Paso, Texas Parks Mowing**

**City Parks mowing & grounds maintenance**

Steve Lunsford - [lunsfordas@elpasotexas.gov](mailto:lunsfordas@elpasotexas.gov)  
General Land Management Superintendent  
(915) 621-6791 office  
(915) 472-2819 cell

**Village of Vinton, Texas**

**City Parks Mowing & Grounds Maintenance**

Jessica Garza – City administration Manger  
[jgarza@vintontx.us](mailto:jgarza@vintontx.us)  
Perfecto Valdez – Supervisor  
(915) 886-5104 - office  
(915) 593-7220 cell

**Ft. Bliss Army Base c/o Belfour Beatty, El Paso, Texas**

**Military Housing Mowing & Grounds Maintenance**

Jeremy Holliday – Communities Supervisor  
Email: [jholliday@bbccorp.com](mailto:jholliday@bbccorp.com)  
(915) 564-0795 Office  
(915) 564-1853 Fax  
(915) 726-0109 Cell

**Pride General Contractors**

**Concrete flatwork for the City of El Paso & Texas Tech college**

Ramon Salgado-Owner  
[Rsalgado@pridegc.com](mailto:Rsalgado@pridegc.com)  
5959 Gateway west ste  
El Paso TX 79925  
(915) 433-4631 cell  
(915) 771-9601 office

**City of Lakeway, Texas**

**City buildings & parks landscape maintenance & landscape  
Installations**

Andra Bennett-Director of Parks & Recreation  
105 Cross Creek  
Lakeway, Tx 78734  
(512) 314-7534- Office  
[andrabennett@lakeway-tx.gov](mailto:andrabennett@lakeway-tx.gov)  
(915) 539-6415 cell

**Quijette Road Improvements, Vinton, TX**

**Irrigation & Landscaping installation & maintenance**

Saab Site Contractors, L.P.  
Sean Pracht – Project Manager  
[sean.saabsite@gmail.com](mailto:sean.saabsite@gmail.com)  
(915) 593-7220 office  
(915) 246-3990 cell

**GSA Tornillo Int'l Port of Entry, Tornillo, TX**

**Irrigation, Landscaping, Sod & Boulder Install & Maintenance**

Cooley Construction  
Ed Schmitt – Site Supervisor  
[eschmitt@cooleyconstruction.com](mailto:eschmitt@cooleyconstruction.com)  
(405) 528-8093 office  
(915) 210-4247 cell

**Banes General Contractors – Various Projects**

**Concrete flat work, Irrigation, Landscaping EPCC, Lexus, Land  
Rover, Jaguar Stamped Concrete**

Gilbert Patino – Project Manager  
6001 Doniphan Dr, El Paso, TX 79932  
(915) 584-0404 office  
(915) 345-3177 cell

**Restlawn & Evergreen Cemetery**

**Irrigation & Landscaping Installation**

Linda Olvera – Manager  
[linda.olvera@sci-us.com](mailto:linda.olvera@sci-us.com)  
4848 Alps Dr, El Paso, TX 79904  
(850) 377-2979 cell

**Ardent Quest Apartment**

**Irrigation & Landscaping installation & maintenance**

Moss & Associates Contracting  
Russell McSpedden – Sr. Project Manager  
[rmmcspedden@mossemail.com](mailto:rmmcspedden@mossemail.com)  
(915) 298-0442 office



98027 Ranch Road 620 N Unit 24307  
Austin, Texas 78726

(512) 790-4223 office  
(915) 231-6298 fax  
(915) 253-9702 cell

www.abescape.com  
aherrera@abescape.com  
estimating@abescape.com  
info@abescape.com

### EQUIPMENT TO USED FOR THIS CONTRACT

QUANTITY	YEAR	MAKE	MODEL	DESCRIPTION
2	2016	JOHN DEERE	Z950M ZERO TURN	RIDING MOWER W/ ENVIRO GARD CONVERSION KIT (PROPANE)
2	2016	FORD	F-350	DIESEL PICK-UP
2	2015	TOPHAT	UTILITY TRLR	16 FT LANDSCAPE TRAILER
4	2016	STIHL	FSA85	LINE TRIMMER (ELECTRIC)
3	2016	STIHL	HSA66	HEDGE TRIMMER (ELECTRIC)
4	2016	STIHL	BGA45	BLOWER (ELECTRIC)
2	2014	JOHN DEERE	5115	TRACTOR
1	2016	RHINO	5150 BATWING	16 FT CUTTER
2	2013	HONDA	MOWER	PUSH MOWER
2	2015	STIHL	BACK PACK	SPRAYER
2	2010	STORMTOP	ST-3000	30 YARD ROLL-OFF CONTAINER
1	2001	FREIGHTLINER	DUMP	ROLL-OFF DUMP TRUCK
2	2014	100 GALLON	TANK	TANKS WITH SPRAY GUNS

This is the equipment owned by Abescape and what will be used to services all areas of the contract. Also attached is a complete inventory of trucks, machinery, mowers, tractors, roll-offs, tools & equipment owned by Abescape.



Repair & Maintenance Yard; Leander, TX



4. For Group D (Orphan Properties and ROWs), please answer the questions below for each scenarios given?
- Scenario #1** - As the assigned contractor for the City, you are tasked to cleanup a 25-acre lot where transient activity has left an approximately a half acre of trash and debris; most of it is soiled and rotting with pockets of urine and human feces in the underbrush.
  - Scenario #2** - As the assigned Contractor for the City, you are tasked to cleanup a private lot with trash and debris, and a swimming pool with rank and dark green colored water in it. A search warrant by the Code Inspector will be executed on the property which has a six (6) foot privacy fence around the perimeter; law enforcement will be present.
  - Scenario #3** - As the assigned Contractor for the City, you are tasked to cleanup a right of way stretch of tall grass and weeds over 2 feet with pockets of bamboo, some trash and debris, and some tires and paint buckets.
    - Will you consider this task?
    - What is your strategy and plan of action?
    - What equipment will you consider using?
    - How many laborers will you provide?
    - What is your best possible timetable for completion?
    - What questions about this cleanup do you have for the City of Austin?
5. Provide your plan to dispose of the tires collected at a TCEQ permitted landfill?
6. Based on your staffing plans, do you feel the proposed pricing for Groups A, B, and D offer your company long-term sustainability even when supporting low square footage sites?
7. For Group C, Urban Trails there is roughly 7.5 miles of trails, but only an estimated 2.5 miles that require mowing services due to suspended sections. If using the requested 60" Zero Turn Mower, it should equate to a single pass on each side of the trail. Provide an updated mobilization and staffing plan on providing these services. Please offer a Best and Final Offer for this Group and the other Groups that you proposed pricing for.
8. Provide your approximate hourly pay rate you will provide your staff at the different listed levels if greater than the amount required in Section 0400 – Supplemental Purchase Provisions, Paragraph 6 – Living Wages.

**Your firm's response is due no later than 5:00 PM on Thursday, March 9, 2017.**

\*\*\*\*\*

In response to your voicemail you left me this morning, this solicitation was published as a Request for Proposal. Bid Tabs are not published for these types of solicitations as it equates to only a percentage of the award method.

Sincerely,

**Jonathan Dalchau**

Senior Buyer Specialist

City of Austin - Purchasing Office

124 West 8<sup>th</sup> Street

Austin, TX 78701

Phone: 512-974-2938

Fax: 512-974-2388

[Jonathan.Dalchau@austintexas.gov](mailto:Jonathan.Dalchau@austintexas.gov)



# City of Austin

Purchasing Office, Financial Services Department  
P.O. Box 1088, Austin, TX 78767

March 6, 2017

Abraham Herrera  
Abescape Group, LLC  
9807 Ranch Road 620 N, Unit #24307  
Austin, TX 78726

Dear Mr. Herrera:

Thank you for submitting your Offer for **SMB0202 – Grounds Maintenance for Medians, Orphan Properties, Right of Ways, and Urban Trails.**

The evaluation team is coming to a close on the review and evaluation of the Offer received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

Please clarify and/or comment on the following questions:

1. If you intend to use workers on U.S. Visas, what is your plan if they get denied access to the United States? **Abescape Group does not intend to use workers on U.S. Visas. If we were to hire an employee on a visa and at some point, he/she leaves the U.S. and is detained upon re-entry, Abescape will send an employee from El Paso to temporarily take his/her place until a permanent employee from the Austin area is hired. Being that Abescape has many applicants in the Williamson/Travis county area, the hiring/training process would be expedited within days. The employee from El Paso would be in Austin within 12 hours if such an emergency occurred.**
2. For the listed equipment in Section 0500 – Scope of Work, Paragraph 5.10, state which items you have in your current inventory in the Austin area, and which ones you would need to acquire?  
Abescape's Inventory Response in red.
  - 5.10.1.1 Trucks – 2 each...**We have three F-350 Diesel, one Chevrolet 3500 Flatbed, and 3 additional trucks available from our El Paso fleet.**
  - 5.10.1.2 Trailers – 2 each **We have three available trailers**
  - 5.10.1.3 60" – Zero Turn Mowers – 3 each **We have 2 John Deere Z950M 60" and 1 Hustler Super Z (if awarded, our vendors are on notice to purchase 3 NEW additional 950M ZTRACS with propane conversion kits)**
  - 5.10.1.4 String Trimmers – 6 each **We own over 6 String Trimmers and our John Deere Vendor (fully stocked) in Taylor, Texas has given us credit to purchase additional trimmers if needed.**
  - 5.10.1.5 Hand held or backpack power blowers – 4 each **We own over 4 four blowers and again, our John Deere Vendor (fully stocked) in Taylor, Texas has given us credit to purchase additional blowers if needed.**
  - 5.10.2.1 Truck – 1 each **We have three F-350 Diesel Pick-Ups, one Chevrolet 3500 Flatbed, and 3 additional trucks available from our El Paso fleet.**
  - 5.10.2.2 Trailer – 1 each **We have three trailers available**
  - 5.10.2.3 60" – Zero Turn Mower – 1 each **We have 2 John Deere Z950M 60" and 1 Hustler Super Z (if awarded, our vendors are on notice to purchase 3 NEW additional 950M ZTRACS with propane conversion kits)**
  - 5.10.2.4 String Trimmers – 2 each **We own over 6 String Trimmers and our John Deere Vendor (fully stocked) in Taylor, Texas has given us credit to purchase additional trimmers if needed.**
  - 5.10.2.5 Hand held or backpack power blower – 1 each
  - 5.10.3.1 Camera – 1 each **Yes, we have digital cameras & smart phones with an available Drop Box Application to upload and store images to our Abescape Drop Box account for archival purposes.**



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

- 5.10.3.2 Weed Eater – 6 each We own over 6 String Trimmers and our John Deere Vendor (fully stocked) in Taylor, Texas has given us credit to purchase additional trimmers if needed
- 5.10.3.3 Blower – 2 each We own over 4 four blowers and again our John Deere Vendor (fully stocked) in Taylor, Texas has given us credit to purchase additional blowers if needed.
- 5.10.3.4 Van – 1 each We don't own any vans but can implement with a truck with our enclosed trailer.
- 5.10.3.5 14-yard trailer – 1 each We have two 5-yard trailers and would rent a 14-yard trailer if needed. We have CDL drivers to transport 14-yard trailer and roll-off containers.
- 5.10.3.6 20' grided trailer – 1 each We have a 20-ft. long x 5-ft. height expanded metal mesh trash hauler in El Paso and will transport to Austin if awarded. Abescape has all necessary welding equipment to modify dimensions of the trailer.
- 5.10.3.7 Chainsaw – 1 each We currently have three chainsaws to cut various radius sizes. Any additional chainsaws needed will be purchased through our Stihl or John Deere Vendor accounts.
- 5.10.3.8 Small tractor – 1 each We have a John Deere 5115M 100 PTO 2016 Tractor
- 5.10.3.9 Large tractor – 1 each We have a John Deere 5115M 100 PTO 2016 Tractor
- 5.10.3.10 Skid steer – 1 each We have two in El Paso but have been renting in Austin from Herc Rentals at 3737 Airport Blvd. as needed and will continue to do so unless we feel it more beneficial to purchase one.
- 5.10.3.11 Dump trailer – 1 each We have one top-hat double axle bumper -ull trailer @ 14,000 lb. capacity
- 5.10.3.12 1-Ton truck - 1 each We have three F-350 Diesel, one Chevrolet 3500 Flatbed, and 3 additional trucks available from our El Paso fleet.
- 5.10.3.13 Light Duty Truck - 1 each We have three F-350 Diesel, one Chevrolet 3500 Flatbed, and 3 additional trucks available from our El Paso fleet.
- 5.10.3.14 Push mower (quantity not specified) We have several available Honda commercial push mowers
- 5.10.3.15 Riding mower (quantity not specified) We have 2 John Deere Z950M 60" and 1 Hustler Super Z (if awarded, our vendors are on notice to purchase 3 NEW additional 950M ZTRACS with propane conversion kits)
- 5.10.3.16 Front end loader/scrapper (quantity not specified) We do not own one but will rent as needed from Herc Rentals as we have obtained rental quotes when needed.
- 5.10.3.17 Optional Equipment: Preference will be granted to Contractors who own a roll-off dumpster. We own roll-offs that are in El Paso and can bring the number of containers needed if awarded the contract.
3. For the Zero Turn Mowers, provide the fuel type and model year for the equipment listed for use in the Austin area? All zero turn mowers are 2016 models and will be converted to propane if awarded the contract. Our vendors have given us quotes and are aware of the conversion installation at a moment's notice.
4. For Group D (Orphan Properties and ROWs), please answer the questions below for each scenarios given?
- a. **Scenario #1** - As the assigned contractor for the City, you are tasked to cleanup a 25-acre lot where transient activity has left an approximately a half acre of trash and debris; most of it is soiled and rotting with pockets of urine and human feces in the underbrush.
- Will you consider this task? **YES**
  - What is your strategy and plan of action? We would begin with a site visit with safety/hazardous gear for work crew. After walk-through and loading larger trash and objects into skid steer, all material will be deposited in to trailer for dumping. Then, all brush and trees would be cut and removed with hand-held tools and do an irregular mowing. The soiled and rotted areas will be removed with a skid steer and disposed in a separate container for proper disposal.



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

- What equipment will you consider using? **Skid Steer, F-150 truck, trailers/containers, hand-held power tools, push mowers for tight & steep areas, shredders and protective safety gear for employees.**
  - How many laborers will you provide? **3-4 laborers, 1 equipment operator & 1 supervisor**
  - What is your best possible timetable for completion? **1-2 days depending on trash build-up.**
  - What questions about this cleanup do you have for the City of Austin? **Is the soiled/contaminated soil to be dumped via bio-hazard means or can it be taken to the local dump with regular trash?**
- b. **Scenario #2** - As the assigned Contractor for the City, you are tasked to cleanup a private lot with trash and debris, and a swimming pool with rank and dark green colored water in it. A search warrant by the Code Inspector will be executed on the property which has a six (6) foot privacy fence around the perimeter; law enforcement will be present.
- Will you consider this task? **YES**
  - What is your strategy and plan of action? After initial walk-through, we would clear the property of any large objects before mowing. **Once mowed and cleared, water would be pumped from pool to soil/grass area where water can be absorbed/drained. Any large objects remaining in the pool will be removed and disposed.**
  - What equipment will you consider using? **Mower, truck/trailer, string trimmers, rakes, pump, sprayer, hand-held tools, and safety gear.**
  - How many laborers will you provide? **1-2 laborers, 1 operator, 1 supervisor**
  - What is your best possible timetable for completion? **Estimate 1 day or less**
  - What questions about this cleanup do you have for the City of Austin? **Will the City take any precautionary measures to contain any type of mosquito infestation in any stand-still before contractor enters the premises? Will City pay the contractor extra to pump out the water from the pool and to spray it for mosquitos?**
- c. **Scenario #3** - As the assigned Contractor for the City, you are tasked to cleanup a right of way stretch of tall grass and weeds over 2 feet with pockets of bamboo, some trash and debris, and some tires and paint buckets.
- Will you consider this task? **YES**
  - What is your strategy and plan of action? **Remove and all large objects, trash and debris and separate tires and paint buckets for proper disposal. We would proceed to cut all large brush and bamboo with hand-held cutters and remove all debris. Once cleared, then the area will be mowed to specified height.**
  - What equipment will you consider using? **Mower, truck/trailer, string trimmers, rakes, hand-held tools, and safety gear, hack saw (for bamboo)**
  - How many laborers will you provide? **1-2 laborers, 1 operator, 1 supervisor**
  - What is your best possible timetable for completion? **Depending on size of ROW, 1 day or less.**
  - What questions about this cleanup do you have for the City of Austin? **No questions.**



## City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

5. Provide your plan to dispose of the tires collected at a TCEQ permitted landfill? **We will keep inventory on work order form on the number of tires collected. Once our assigned trailer is full of tires, we will dispose at TCEQ landfill and obtain receipt for dump load and turn in to the City.**
6. Based on your staffing plans, do you feel the proposed pricing for Groups A, B, and D offer your company long-term sustainability even when supporting low square footage sites? **Yes, our pricing was based on the square footage of each individual groups' acreage size.**
7. For Group C, Urban Trails there is roughly 7.5 miles of trails, but only an estimated 2.5 miles that require mowing services due to suspended sections. If using the requested 60" Zero Turn Mower, it should equate to a single pass on each side of the trail. Provide an updated mobilization and staffing plan on providing these services. Please offer a Best and Final Offer for this Group and the other Groups that you proposed pricing for. **After a thorough walk-through of EVERY trail, our price for Group C will remain as is. We know the price given for Group C is a fair price for the amount of work required to complete the scope of work and maintain it to our and Austin's aesthetic standards. Although there are fewer miles/acres our unit price per square foot must remain the same as will our mobilization & staffing plan.**  
  
**GROUPS A, B, D – Only on line-items with unit prices of .0016 and .0017 per acre within these groups (1.A, 3.A, 4.A, 1.B, 3.B, 4.B, 9.D) do we feel we can complete the scope of work at that price, but, after more site visits, walk-throughs and further review of work, we've calculated that a fair price for the City of Austin, Abescape and our employees, we must revise our current bid of .0016/.0017 to .00177. We feel comfortable with this price and ask that you consider it as it is a fair and best-value price benefitting both parties. We ask that you consider this small modification to this line-item, our diligence and our company for this contract. I urge to check with our references in Leander and Lakeway for our company rapport.**
8. Provide your approximate hourly pay rate you will provide your staff at the different listed levels if greater than the amount required in Section 0400 – Supplemental Purchase Provisions, Paragraph 6 – Living Wages. **Abescape Laborers are started at \$13.75/hr. and can be adjusted to a higher wage depending on performance after a 90-day evaluation. Our operators are started from \$15.60/hr depending on experience. Our Crew Leader/Foremen make an hourly wage from \$16.50 to \$18.00 per hour.**

**Your firm's response is due no later than 5:00 PM on Thursday, March 9, 2017.**

Questions concerning this request should be directed to Jonathan Dalchau at 512-974-2938 or [Jonathan.Dalchau@ausitntexas.gov](mailto:Jonathan.Dalchau@ausitntexas.gov).

Sincerely,

Jonathan Dalchau  
Senior Buyer Specialist  
City of Austin  
Purchasing Office



**ATTACHMENT A - PRICE SHEET - BAFO****CITY OF AUSTIN****GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS****SOLICITATION NO.:** RFP 6200 SMB0202

**Instructions:** Provide pricing for the items identified below. An amount of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A 'no bid' or information left blank will be interpreted by the City that the Offeror does not wish to provide a price on that item.

Offerors shall propose pricing on all line items within an indicated Group to be considered for a Group Award. The City intends to make at least four awards, one award for each Group (Zone 1, Zone 2, Urban Trails, and Orphan Properties). Offerors may propose on all groups; however, if selected for award for one group, then the Offeror will not be considered for award for other groups. It is the City's intent to ensure that all group services are contracted for; therefore, award of a Contract to any Offeror may be contingent upon the Offeror agreeing to provide services for other groups for which the Offeror did not submit prices as a part of their original Proposal response. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. Bidders do not have to offer pricing for all lines, you can offer pricing for only the line items that you can provide the City.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the Offer and may result in disqualification. Prices being submitted shall be all inclusive and include ALL labor, equipment, overhead, and other costs associated with providing services under the Contract.

**SECTION 1 - GROUND MAINTENANCE SERVICES**

**Note:** The City reserves the right to make multiple awards by group, service, or any combination deemed most advantageous to the City.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less. Orphan Properties and Right of Ways are on an as needed basis.

**GROUP A. Zone 1 (North of Colorado River) - Medians and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.A	Regular Mowing for 22,000 square feet or less	2,000,000	Square Foot	<b>\$0.00177</b>	\$3,540.00	18	\$63,720.00
2.A	Irregular Mowing for 22,000 square feet or less	500,000	Square Foot	<b>\$0.00190</b>	\$950.00	6	\$5,700.00
3.A	Regular Mowing for 22,000 square feet or over	8,000,000	Square Foot	<b>\$0.00177</b>	\$14,160.00	18	\$254,880.00
4.A	Irregular Mowing for 22,000 square feet or over	2,000,000	Square Foot	<b>\$0.00177</b>	\$3,540.00	6	\$21,240.00
<b>SUBTOTAL GROUP A =</b>							<b>\$345,540.00</b>

**GROUP B. Zone 2 (South of Colorado River) - Medians and Right of Ways**

**ATTACHMENT A - PRICE SHEET - BAFO**

**CITY OF AUSTIN**

**GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.B	Regular Mowing for 22,000 square feet or less	600,000	Square Foot	<b>\$0.00177</b>	\$1,062.00	18	\$19,116.00
2.B	Irregular Mowing for 22,000 square feet or less	150,000	Square Foot	<b>\$0.00190</b>	\$285.00	6	\$1,710.00
3.B	Regular Mowing for 22,000 square feet or over	10,000,000	Square Foot	<b>\$0.00177</b>	\$17,700.00	18	\$318,600.00
4.B	Irregular Mowing for 22,000 square feet or over	2,500,000	Square Foot	<b>\$0.00177</b>	\$4,425.00	6	\$26,550.00

**SUBTOTAL GROUP B = \$365,976.00**

**GROUP C. Urban Trails**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE (EST AREA * UNIT PRICE)	ANNUAL FREQUENCY	EXTENDED ANNUAL COST
1.C	Regular Mowing	1,100,000	Square Foot	<b>\$0.01000</b>	\$11,000.00	18	\$198,000.00
2.C	Irregular Mowing	550,000	Square Foot	<b>\$0.01000</b>	\$5,500.00	6	\$33,000.00

**SUBTOTAL GROUP C = \$231,000.00**

**GROUP D. Orphan Properties and Right of Ways**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TOTAL AREA (Annually)	UNIT OF MEASURE	UNIT PRICE	EXTENDED ANNUAL COST
1.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or less	1,200,000	Square Foot	<b>\$0.00340</b>	<b>\$4,080.00</b>
2.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or less	350,000	Square Foot	<b>\$0.00450</b>	<b>\$1,575.00</b>
3.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or less	125,000	Square Foot	<b>\$0.04500</b>	<b>\$5,625.00</b>
4.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or less	15,000	Square Foot	<b>\$0.07500</b>	<b>\$1,125.00</b>

**ATTACHMENT A - PRICE SHEET - BAFO****CITY OF AUSTIN****GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS**

5.D	Lot or Parcel - Regular Mowing for areas 22,000 square feet or over	1,000,000	Square Foot	<b>\$0.03400</b>	<b>\$34,000.00</b>
6.D	Lot or Parcel - Irregular Mowing for areas 22,000 square feet or over	750,000	Square Foot	<b>\$0.00450</b>	<b>\$3,375.00</b>
7.D	Lot or Parcel - Light to Moderate Clearing for areas 22,000 square feet or over	50,000	Square Foot	<b>\$0.04500</b>	<b>\$2,250.00</b>
8.D	Lot or Parcel - Heavy Clearing for areas 22,000 square feet or over	25,000	Square Foot	<b>\$0.07500</b>	<b>\$1,875.00</b>
9.D	Right of Way (ROW) - Regular Mowing	6,250,000	Square Foot	<b>\$0.00177</b>	<b>\$11,062.50</b>
10.D	Right of Way (ROW) - Irregular Mowing	750,000	Square Foot	<b>\$0.00180</b>	<b>\$1,350.00</b>
11.D	Right of Way (ROW) - Light to Moderate Clearing	250,000	Square Foot	<b>\$0.00239</b>	<b>\$597.50</b>
12.D	Right of Way (ROW) - Heavy Clearing	25,000	Square Foot	<b>\$0.07500</b>	<b>\$1,875.00</b>
13.D	Material Hauling and Disposal	4,500	Cubic Yards	<b>\$49.00000</b>	<b>\$220,500.00</b>
14.D	Tire Handling and Disposal for Tires less than 20 inches in size	550	Per Tire	<b>\$3.00000</b>	<b>\$1,650.00</b>
15.D	Tire Handling and Disposal for 20 inches in size or larger	50	Per Tire	<b>\$4.50000</b>	<b>\$225.00</b>
<b>SUBTOTAL GROUP D =</b>					<b>\$291,165.00</b>

**ATTACHMENT A - PRICE SHEET - BAFO****CITY OF AUSTIN****GROUNDS MAINTENANCE FOR MEDIANS, ORPHAN PROPERTIES, RIGHT OF WAYS, AND URBAN TRAILS****SECTION 2 - DISCOUNT OFF OF PRICELIST FOR EQUIPMENT RENTALS**

Proposer shall be able to provide equipment rentals for special cases. The prices for these items shall be based on equipment rental rate plus a mark-up.

The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase.

ITEM NO.	ITEM DESCRIPTION	ANNUAL EXPENDITURE	MARK-UP TO COSTS	EXTENDED ANNUAL COST
2	Markup to cost for Equipment Rental (not to exceed 20%)	\$25,000.00	15%	\$25,000.00
TOTAL BID =			\$1,258,681.00	

**SECTION 3. NON-SPECIFIED ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

Please list any additional related services your Company can offer the City along with an associated labor rate, discount off retail price or mark-up for the listed services. Information in Part D will not be evaluated, and the City does not guarantee the purchase of any additional services.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	UNIT OF MEASURE, UNIT PRICE
3.1	General Services Labor Rate	\$22.50/HR
3.2		
3.3		
3.4		
3.5		

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

**City of Austin, Texas**  
**Human Rights Commission**

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

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

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

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

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

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



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

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

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

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

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

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

**Sanctions:**

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

**Term:**

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

Dated this 23<sup>rd</sup> day of March, 2017

CONTRACTOR  
Authorized  
Signature

Abescape Group, LLC  


Title

OWNER

**EXHIBIT D  
CITY OF AUSTIN, TEXAS  
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

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

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

Dated this 23<sup>rd</sup> day of March, 2017

CONTRACTOR

Abescape Group LLC

Authorized Signature

[Signature]

Title

OWNER

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Jonathan Dalchau	<b>PM Name/Phone</b>	Brenda Jimenez / 512-974-7955
<b>Sponsor/User Dept.</b>	Public Works	<b>Sponsor Name/Phone</b>	Rob Grotty / 512-974-9198
<b>Solicitation No</b>	RFP SMB0202	<b>Project Name</b>	Grounds Maintenance
<b>Contract Amount</b>	\$3,250,000	<b>Ad Date (if applicable)</b>	1/9/2017
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
This solicitation will provide ground maintenance for medians, right of ways, and urban trails for property within the City limits and will include mowing and trash removal services. Contract is expected to be awarded to three different vendors by zone.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Previous contract is NA160000094 - No Goals Assigned			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
98836 (100%)			
Arturo Salinas		12/29/2016	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	12/29/2016	<b>Date Assigned to BDC</b>	12/29/2016
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

### This determination is based upon the following:

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

There are 12 MBE/WBEs available.

### Subcontracting Opportunities Identified

No subcontracting opportunities.

Arturo Salinas

SMBR/Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: