



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 MDD0201

Addendum No: 2

Date of Addendum: 01/17/2017

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

I. Extensions:

1. The bid due date is hereby extended until Tuesday, January 24th, 2017 at 2:00 PM local time.
2. The bid opening is hereby extended to Tuesday, January 24th, 2017 at 2:15 PM local time.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Matthew Duree, Buyer Senior Supervisor
Purchasing Office, (512) 974-6346

1/17/2017
Date

ACKNOWLEDGED BY:

Kaitlin Wittmebert
Name

Authorized Signature

5/11/17
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 MDD0201

Addendum No: 1

Date of Addendum: 01/05/2017

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

I. Document Changes:

1. Delete: PAC 1 – Bid Package Documents and replace with the attached PAC 1 – Bid Package Documents that adds the 0900 No Goals form.
2. Please see the attached Pre-Bid Meeting Sign-In sheet.

II. Extensions:

1. The bid due date is hereby extended until Tuesday, January 17th, 2017 at 2:00 PM local time.
2. The bid opening is hereby extended to Tuesday, January 17th, 2017 at 2:15 PM local time.

III. Questions:

(Q1) Are there any time constraints associated with working on BCP land?

(A1) Yes, there will be no work allowed from March 1st through August 31st every year. All work must take place outside these dates.

(Q2) Is fence removal to be included in the new fencing line item costs?

(A2) Yes, the line item for fence removal is a standalone item. All line items requiring new fencing should include removal of existing fence in the price.

(Q3) Is there a specific number of corner posts the contractor should estimate?

(A3) AW is unable to estimate the number of corner posts for this project. The contractor should estimate and build the corner posts into all line items that require new fencing.

(Q4) Will the fence line be surveyed prior to contractor construction?

(A4) Yes, old fence line being replace has been surveyed in the past, and existing pins will be located wherever possible to guide installation.

(Q5) Is Section 9.3.1 in the Scope of Work correct in referencing 10-47-6-9 sizing?


(A5) No, disregard section 9.3.1 and refer to section 3.2.2.6.1 of the Scope of Work.

(Q6) Is Line item 1, Emergency fencing repair, an add on item to other fencing line items during an emergency or a standalone item that should include materials, labor, etc. for emergency repair of fence?

(A6) Line item 1, Emergency fencing repair, is a standalone item that should include all materials, labor, etc. for the emergency repair of fence.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Matthew Duree, Buyer Senior Supervisor
Purchasing Office, (512) 974-6346

1-5-17
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

5/11/17
Date

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APPROVED BY:


Matthew Duree, Buyer Senior Supervisor
Purchasing Office, (512) 974-6346

1-5-17
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

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**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Double R Fencing ("Contractor")
for
Fencing
NA170000127**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Double R Fencing having offices at Victoria, TX 77901 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MDD0201.

- 1.1 **This Contract is composed of the following documents:**
 - 1.1.1 This Contract
 - 1.1.2 The City's Solicitation, IFB MDD0201 including all documents incorporated by reference
 - 1.1.3 Double R Fencing's Offer, dated 1/16/17, including subsequent clarifications
- 1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
 - 1.2.1 This Contract
 - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
 - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 **Term of Contract.** The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to five (5) 12 month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$841,785 for the initial Contract term and \$809,643 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order
- 1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 N/A

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

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

Double R Fencing

Matthew Rihs

Printed Name of Authorized Person



Signature

Owner

Title:

4/11/17

Date:

CITY OF AUSTIN

Matthew Duree

Printed Name of Authorized Person



Signature

Procurement Supervisor

Title:

4-20-17

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 2200 MDD0201

DATE ISSUED: December 19, 2016

REQUISITION NO.: RQM 2200 16061600521

COMMODITY CODE: 98815

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

Matthew Duree
Buyer Senior Supervisor
Phone: (512) 974-6346
E-Mail: Matt.Duree@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Fencing Installation
and Repair

PRE-BID CONFERENCE TIME AND DATE: January 4, 2017
1:00 PM local time

LOCATION: 4450 West FM 150, Kyle, Texas 78640
(Entrance gate just to the west of the Sage Hill Inn entrance)

BID DUE PRIOR TO: **January 4th, 2017 at 2:00 PM local
time**

COMPLIANCE PLAN DUE PRIOR TO: ~~January 10-17th, 2017 at~~
~~2:00 PM local time~~

BID OPENING TIME AND DATE: **January 4th, 2017 at 2:15
PM local time**

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 2200 MDD0201	Purchasing Office-Response Enclosed for Solicitation # IFB 2200 MDD0201
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	17
0600	BID SHEET – Complete and return	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET - Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
00830	WAGE RATES AND PAYROLL REPORTING	5
00830HH	WATE RATE DETERMINATION - HEAVY AND HIGHWAY CONSTRUCTION	3
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – SMBR NO GOALS FORM – Complete and return	2
ATT 1	Exhibit A - Fence Construction Data Sheet	2
ATT 2	Exhibit B - Fence Drawings	5
ATT 3	Exhibit C - Fence Photos	1
ATT 4	Exhibit D - Wildfire Prevention Plan Template	2
ATT 5	Exhibit E - Map of area	3

*** 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

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

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

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: _____

*** Completed Bid Sheet, section 0600 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		
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?		
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 _____

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

Answer: _____ 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:	IFB 2200 MDD0201
PROJECT NAME:	Fencing - Game

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:
PROJECT NAME:

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.

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____ Date _____	Director/Deputy Director _____ Date _____



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 2200 MDD0201

DATE ISSUED: December 19, 2016

REQUISITION NO.: RQM 2200 16061600521

COMMODITY CODE: 98815

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

Matthew Duree
Buyer Senior Supervisor
Phone: (512) 974-6346
E-Mail: Matt.Duree@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Fencing Installation
and Repair

PRE-BID CONFERENCE TIME AND DATE: January 4, 2017
1:00 PM local time

LOCATION: 4450 West FM 150, Kyle, Texas 78640
(Entrance gate just to the west of the Sage Hill Inn entrance)

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time

COMPLIANCE PLAN DUE PRIOR TO: January 10 17th, 2017 at
2:00 PM local time

BID OPENING TIME AND DATE: January 4~~0~~ 17th, 2017 at 2:15
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LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

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P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
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0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	17
0600	BID SHEET – Complete and return	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET - Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
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ATT 3	Exhibit C - Fence Photos	1
ATT 4	Exhibit D - Wildfire Prevention Plan Template	2
ATT 5	Exhibit E - Map of area	3

*** 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:**

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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

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: Double R Fencing
Company Address: 3003 E Red River St.
City, State, Zip: Victoria, TX 77901
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Kaitlin Wittnebert
Title: General Manager, Vice-President
Signature of Officer or Authorized Representative: [Signature]
Date: 1/16/17
Email Address: info@doubleenfencing.com
Phone Number: 361-571-2052

* Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award

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

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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. 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.

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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.

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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

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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.

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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

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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

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

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

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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.

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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

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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

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

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- 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".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to Matt.Duree@austintexas.gov no later than January 3, 2017 at 5:00 PM local time.

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).

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- (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
 - (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 twelve (12) months and may be extended thereafter for up to five (5) additional twelve (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 180 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.

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- D. Prices are firm and fixed for the first twelve (12) months. 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.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Department
Attn:	Monica Pauliuc
Address	3621 South FM 620
City, State Zip Code	Austin, Texas 78738

- 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. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.
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.

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- 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 first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 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. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data

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(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 25%	
Database Name: Producer Price Index	
Series ID: pcu3312223312227	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Steel fencing and fence gates	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

Weight % or \$ of Base Price: 25%	
Database Name: Producer Price Index	
Series ID: pcu3312223312225	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Steel wire, including galvanized and other coated wire	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

Weight % or \$ of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: CEU2000000003	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Average hourly earnings of all employees, construction	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

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- E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
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 MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Rick Hudson

(512) 972-1684

Fredrick.Hudson@austintexas.gov

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

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Part One: Fence Projects for Various Austin Water Lands

1.0 Purpose

This specification establishes the minimum requirements for the purchase and installation and maintenance of barbed wire, high game fencing, and removal and replacement of game fencing, barbed wire fencing and related products. The fences provide security for and keep wildlife out of the Balcones Canyonlands Preserve and the Water Quality Protection Lands in Travis, Hays, and Williamson Counties. Fencing installation, removal, maintenance and replacement shall be provided on an as needed basis.

2.0 Background

2.1 The fencing services described herein are for various locations of Austin Water facilities. Most of the fencing shall be installed in a rural setting, and some shall be installed next to a suburban and/or rural neighborhood.

2.2 New Fencing Installation – Contractor shall provide materials and services for new installation of game (woven wire) and barbed wire fencing. Wire shall be double wrapped at terminal locations. All splices shall be Western-Union type.

2.3 Fencing Scheduled Maintenance and Repair Services – There are two designated types of fence repair: Scheduled Maintenance and Emergency Repair. Austin Water retains the right to designate which type of fence repair all fence repair projects fall under. Contractor shall provide materials and services needed for the repair of existing net wire/barbed wire fences to match existing.

2.3.1 Scheduled Maintenance – For maintenance the City designates as Scheduled Maintenance, prior to beginning work, the Contractor and Contract Manager shall agree upon a schedule of work at a kick off meeting.

2.3.1.1 Fence and Gate(s) repair due to wear and tear and climate.

2.3.1.2 Replacement of existing fencing that has become dilapidated or other new installations not associated with another project.

2.3.2 Emergency Repair - For a repair the City designates as an Emergency Repair, Contractor shall complete repairs within 72 hours upon written notification from the Contract Manager. Common occurrences requiring emergency repair status include, but are not limited to:

2.3.2.1 Vehicle collision into fences and gates with damage ranging between 10' to 100' of fencing.

2.3.2.2 Vandals cutting holes in fences.

2.3.2.3 Weather/Flood related events damaging fences/gates.

2.3.2.4 Issues on fences and gates; particularly automated gates, such as electronic failure, hinge failing, or cantilevered gate wheels failing.

2.3.2.5 If the extent of damage is such that repairs cannot be completed in 72 hours and shall require additional time, the Contractor shall

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communicate in writing (e-mail) to the Contract Manager the reason(s) repair is delayed. A shortage of labor shall not be an acceptable reason to delay repairs. Common acceptable reasons for repair delay(s) would be:

- 2.3.2.5.1 Additional time required to custom build a gate that has been damaged or requires special order materials.
- 2.3.2.5.2 Weather conditions, inclement weather, very wet weather.

3.0 Tasks/Requirements

3.1 *Contractor's General Responsibilities*

- 3.1.1 Contractor shall operate, on a full time basis, a fence installation and repair company, have a permanent business address, telephone, adequate equipment and materials to execute fully the requirements of this scope of work.
- 3.1.2 Contractor shall provide qualified supervisors and workers who are certified and/or skilled to operate equipment needed to perform these services. When requested by Contract Manager, Contractor shall provide copies of employee certifications to the Contract Manager.
- 3.1.3 Contractor shall designate a responsible, English speaking, representative in charge of work, who shall be at the work site during work hours and who shall serve as the Contractor's official representative, having the authority to act for the Contractor.
- 3.1.4 Contractor's designated official representative shall be responsible for all written and verbal correspondence between the City and the Contractor.
- 3.1.5 Contractor shall perform the scheduled work within a time frame agreed upon by the City and the Contractor.
- 3.1.6 Contractor shall restrict work hours to 8 AM to 5 PM local time, when in close proximity of a neighborhood as determined by City Contract Manager.
- 3.1.7 Contractor shall be responsible for instructing its own employees on appropriate safety measures and ensuring that safety equipment is available and in working order.
- 3.1.8 Contractor shall be responsible for locating, marking and avoiding buried underground pipelines and other underground utilities.
- 3.1.9 Contractor shall preserve and clearly mark all iron rods, pipe, nails, and other permanent boundary survey markings for future reference by City of Austin staff.
- 3.1.10 Contractor shall not negatively impact neighborhood property in any way including, but not limited to:
 - 3.1.10.1 Littering
 - 3.1.10.2 Damaging lawns, trees, or other plants
 - 3.1.10.3 Harming or endangering pets

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- 3.1.10.4 The City reserves the right to add to this list in the event of a public complaint.
- 3.1.11 Contractor shall be responsible for providing toilet facilities at all jobsites, and for providing cleaning and maintenance for the toilet facilities. Contractor shall ensure toilets are cleaned at least once per week.
- 3.1.12 Contractor shall be responsible for disposing of fencing debris in accordance with all applicable federal, state and local laws.
- 3.1.13 Contractor shall be responsible for containing trash within the work site during working hours, and disposing of all trash by the end of working hours on a daily basis.
- 3.1.14 Contractor shall be responsible for removing from the work site any fuel, lubricants, hydraulic oils or solvent spills by excavating contaminated soil and disposing in an approved facility in accordance with state and local regulations. In the event of any spill, Contractor shall immediately notify via phone the City Contract Manager.
- 3.1.15 Contractor's access shall be strictly limited to the construction site, and Contractor shall not be present on any other part of the property.
- 3.1.16 Contractor shall ensure no employees are onsite outside of work hours without the permission of the City. Contractor employees found in violation shall be considered trespassing and be subject to penalty.
- 3.1.17 Contractor shall not collect any materials including but not limited to plants, animals, cultural materials (such as arrowheads).
- 3.1.18 Contractor shall be responsible for damage to the sites or facilities caused by the Contractor's employees. Contractor shall replace/repair damage to the satisfaction of the Contract Manager, at no additional cost to the City. Contractor shall notify the City of any damage, and complete repair/replacement of the damage within 24 hours of when the damage occurred. Contractor may request from the City additional time to complete repair/replacement.
- 3.1.19 Contractor shall install fencing on the side of post nearest the property line or as otherwise requested by the Contract Manager. Existing fence line and property line do not coincide in all locations. New fence shall be inset no more than 6 inches from the property line (on City property) unless otherwise specified by Contract Manager.
- 3.1.20 Contractor shall recognize that existing fence may serve as livestock containment for adjacent tracts of land. Therefore, Contractor shall coordinate with adjacent property owners/lessors to maintain integrity of livestock containment until the new fence is installed. Contract Manager shall provide the Contractor with adjacent property owner information for necessary coordination, if available.
- 3.1.21 Contractor shall only use wheeled equipment such as ATVs, tractors, or skid steers for removing, transporting, or loading of material.
- 3.1.22 Contractor may use tracked equipment if Contractor demonstrates that the equipment can be operated in a manner that creates little to no soil disturbance, and it is reviewed and approved for use by Contract Manager prior to project commencement.
- 3.1.23 Contractor shall provide all necessary material meeting the following American Society for Testing and Materials (ASTM) Standards, to include:

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- 3.1.23.1 Fittings, fasteners, wire, stay, etc. - ASTM Design A-90
- 3.1.23.2 Electroplated zinc coatings - ASTM Design A-219
- 3.1.23.3 Galvanized steel wire - ASTM A116, Class 3
- 3.1.23.4 Galvanized steel pipe - ASTM A120
- 3.1.23.5 Schedule 40 Pipe Fittings, bolts, hardware - ASTM A153
- 3.1.23.6 Tension wire - ASTM A116
- 3.1.23.7 Barbed wire - ASTM A121, Class 1

3.2 *Fence Installation and Removal Requirements*

3.2.1 Installation – Barbed Wire

- 3.2.1.1 Contractor shall install five strand barbed wire (12 ½ gage) fence with the top wire set at a height of approximately 52 inches and the bottom wire set no less than 6 inches from the ground. Contractor shall ensure wire is double wrapped at terminal locations. Contractor shall ensure all splices are Western-Union type.
- 3.2.1.2 Contractor shall comply with additional specifications included in the fence construction data sheet and general construction criteria (Exhibit A).
- 3.2.1.3 Contractor shall ensure line posts and corner braces are galvanized or painted steel minimum 2 7/8 inch pipe (Schedule 40 minimum). Contractor shall fit the tops of the braces and line posts with watertight, malleable, galvanized/iron caps.
- 3.2.1.4 Contractor shall install line posts every 100 feet along the fence (2 7/8 inch minimum, set to a depth of 3 feet, with an above ground height of 5 feet). Contractor shall install painted T posts every 20 feet (set to a depth of 16 inches) and galvanized steel fence stays every 10 feet.
- 3.2.1.5 Contractor shall install double “H” braces at all gates, corners, angle changes greater than 20 degrees, end of length of wire (1320 feet) and pulling points. Each H Brace shall be 8 feet in width. Posts shall be the same size (2 7/8”) as line posts and set to the same depth (3 feet). Cross members shall be the same size (2 7/8”) as posts, be saddle cut to fit posts (8 feet), and welded to posts. Contractor shall paint all welds to prevent corrosion.
- 3.2.1.6 Contractor shall ensure new gates are 16 foot galvanized 7-tube gates. Contractor shall install with the top hinge facing down and the bottom hinge facing up.
- 3.2.1.7 Contractor shall install two types of water gaps along barbed wire fence: suspended cable type and welded swing panel type.
 - 3.2.1.7.1 Suspended cable type shall be site specific. The pipe shall be a minimum of schedule 40, galvanized steel pipe, 4 inches in diameter. The diameter of the pipe shall be determined by the Contract Manager.

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- 3.2.1.7.1.1 Contractor shall ensure water gap consists of two 6 feet tall (above grade, but can vary with depth of gully), variable inch diameter galvanized steel pipe H-Braces on either side of the creek and one (or more) 6-10 feet tall (above grade), variable inch diameter galvanized steel pipe set in the middle of the creek.
- 3.2.1.7.1.2 Contractor shall set all posts to a depth of 4 feet in concrete, filling pipe and crowned on the top. Contractor shall brace all posts associated with watergap with variable inch diameter galvanized steel pipe on the downstream side with the kicker and stand pipe for the brace set 4 feet deep in concrete.
- 3.2.1.7.1.3 Contractor shall connect with a ½ inch stainless steel cable the H-braces and center pipe, Contractor shall install a series of hog panels, attached to the cable with hog rings. Contractor shall ensure hog panels hang down and prevent trespassing while allowing the creek to pass unimpeded.
- 3.2.1.7.1.4 Contractor shall attach corrugated metal roofing material to the bottom 2 feet of the hog panel to help lift the panel during flood events.
- 3.2.1.7.2 Welded swing panel type shall be site specific and the diameter of the pipe determined by Contract Manager but shall always be a minimum of schedule 40 galvanized steel pipe.
 - 3.2.1.7.2.1 Contractor shall set a minimum 2 7/8 inch galvanized steel pipe in concrete approximately every 10 feet. Contractor shall saddle cut and weld a cross pipe to each 2 7/8 inch post at a height of 4 feet until each corner is reached.
 - 3.2.1.7.2.2 Contractor shall install minimum 3 inch ID, 4-6 inch long pipe sections. Contractor shall install sleeves for mounting of swing gates to allow gates to open for flooding events.
 - 3.2.1.7.2.3 Contractor shall ensure gates consist of minimum 1 7/8 inch Schedule 40 galvanized pipe with 10 feet hog panel (2"x4" openings) welded to the gate and connected to the cross pipe allowing the panel to swing to allow flood debris to pass through.
 - 3.2.1.7.2.4 Contractor shall cap all posts with a galvanized steel cap and tack weld the cap in place. Contractor shall place light gauge wire on the post and swing gate to secure it and deter trespassing.
 - 3.2.1.7.2.5 Contractor shall set two strands of 12.5 gauge galvanized barbed wire above the post, holding the horizontal pipe and running the distance of the watergap.

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3.2.2 Installation – Game Fence (Woven Wire)

3.2.2.1 Pipe Brace Assembly

- 3.2.2.1.1 Specifications: Pipe for end, corner, tree brace assemblies, gates, and flood gaps: Two brace posts (12' x 3"), two cross members (8' x 2 3/8"), one angle brace (11' x 2 3/8"), and one angle brace foot (4' x 3"). Pipe shall be galvanized Schedule 40. Two assemblages are required for each corner and each tree brace. Brace assemblages on each side of a braced tree shall also include two additional horizontal cross members connecting the two braces together.
- 3.2.2.1.2 Contractor shall weld angle braces to metal posts being braced.
- 3.2.2.1.3 Contractor shall set posts and brace a minimum of three feet deep in concrete.
- 3.2.2.1.4 Contractor shall install braces at the end of every fence line, at corners less than 120 degrees, at each side of water gaps, and at gates.
- 3.2.2.1.5 Contractor shall install braces around trees which the Contract Manager has determined shall not be removed.
- 3.2.2.1.6 Contractor shall set brace posts in concrete. (See Exhibit B, Drawings).

- 3.2.2.2 Concrete: Contractor shall mound concrete above grade to shed water away from posts. Contractor shall allow concrete to harden a minimum of 48 hours prior to exerting any pressure on the post.

3.2.2.3 Line Brace Assembly

- 3.2.2.3.1 Specifications: One brace post (12' x 3'), two angle braces (11' x 2-3/8"), and two angle brace feet (4' x 3"). Pipe shall be galvanized schedule 40.
- 3.2.2.3.2 Contractor shall set posts a minimum of three feet deep in concrete.
- 3.2.2.3.3 Contractor shall install line brace assemblies at changes in fence direction of 20 degrees or more and at major changes in grade in the fence line.

3.2.2.4 Line Pipe Posts

- 3.2.2.4.1 Specifications: Posts shall be 12' x 2 3/8". Pipe post shall be located and set on top of hips and in bottom of dips. Hips and dips include changes in topography that require additional bracing, but do not convey significant amounts of storm water and therefore, would not require a water gap.
- 3.2.2.4.2 Contractor shall set pipe posts every 100 feet on center at a minimum depth of three feet in concrete.

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3.2.2.5 Line Metal Tee Posts

3.2.2.5.1 Specifications: T-posts shall be 10' 6" or longer, depending on the area, studded T-type with anchor plates, with a minimum top dimension of 1 3/8" x 1 3/8" and not less than 1.50 pounds per foot.

3.2.2.5.2 Contractor shall set T-posts every 10 feet on center at a depth of 18 inches.

3.2.2.6 Field Wire Game Fence

3.2.2.6.1 Specifications: Material shall be 10-47-6-12 ½ domestic materials.

3.2.2.6.2 Contractor shall use two four-foot sections, one stacked on top of another, and overlapped by approximately four inches.

3.2.2.6.3 Contractor shall connect top and bottom sections with hog-rings every four feet.

3.2.2.6.4 Contractor shall place fabric just above the ground line. In areas of irregular topography, distance of the wire and ground may vary from one to six inches. Water gaps, fence material, gates and other similar structures shall not be more than six inches from the ground.

3.2.2.7 Miscellaneous Metal Parts: Fittings, fasteners, wire, stays, and miscellaneous parts shall have a protective metallic coating conforming to applicable ASTM, Design A-90 for hot-dipped galvanizing and A-219 for electroplated zinc coatings. Metal line, corner, gate and brace structure posts shall be new and of galvanized material.

3.2.2.8 Barbed Wire

3.2.2.8.1 Specifications: Shall be Class 1, 12 ½-gauge, two flat barbs of 14-gauge spaced at four inches, galvanized medium carbon steel wire. Barbed wire shall conform to applicable ASTM, Design ASTM A121 for zinc-coated (galvanized) steel barbed wire.

3.2.2.8.2 Contractor shall ensure the finished fence includes a single strand of barbed wire at the top and a single strand of barbed wire at the bottom, to serve as tension wires. The top wire shall be located four to six inches above the top of the field wire and attached to each T-post and steel pipe. The bottom wire shall be attached to the bottom of the fence with hog rings at intervals no more than four feet apart.

3.2.2.9 Wire Cable/Rope Specifications: Wire cable/rope shall be a twisted-strand, 5/16" minimum outside diameter with a breaking strength not less than four tons; or 3/8" minimum outside diameter, seven wire common grade wire strand.

3.2.2.10 Tie Wire Specifications: Tie wire shall be a minimum 15-gauge galvanized steel wire.

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3.2.2.11 Gate Posts and Bracing

- 3.2.2.11.1 Specifications: Gate Posts shall be three inch OD tubular Schedule 40 pipe. Minimum gate width shall be 16 feet or two 8-foot gates for double vehicle gates. Gates shall be constructed of 1 5/8" OD frame minimum.
- 3.2.2.11.2 Contractor shall weld 2" x 4" welded wire panels to frame with the rectangle oriented vertically to inhibit climbing, with lockable latch and 180° capable Pintle and Post style hinges.
- 3.2.2.11.3 Contractor shall ensure that at a minimum, gate structure shall consist of two vertical posts and one horizontal brace at each end of a gate and shall be braced in the same manner as corner brace structures.
- 3.2.2.11.4 Contractor may be required to install additional bracing depending on topography and at the request of the Contract Manager.
- 3.2.2.11.5 Contractor shall ensure that the gate hinge bolts are turned inward so the gate cannot be removed once installed.
- 3.2.2.11.6 Contractor shall ensure that gate panels are continuous across the top and conform to the topography in such a way as to leave a consistent 4"-6" gap (max.) at the bottom when closed.
- 3.2.2.11.7 Contractor may be required to provide some ground forming or excavation at the request of the Contract Manger.

3.2.2.12 Water Gap Structures

- 3.2.2.12.1 Contractor shall install water gap structures on creeks and gullies using at a minimum, two vertical pipe posts and two horizontal cross members, and one angle brace and brace foot, comparable to Exhibit B on page 4 of 5, on each side of a depression and above highest noted flood debris to ensure post stability from erosion or flooding.
- 3.2.2.12.2 Contractor shall determine at each site and in coordination with the Contract Manager the location of water gap bracing and any special construction considerations/ modifications.
- 3.2.2.12.3 Depending on topography and at the request of the Contract Manager, Contractor may be required to install, additional bracing above the water gap bracing.
- 3.2.2.12.4 Contractor shall stretch and terminate the fence wire at the point closest to the depression by wrapping and securing.
- 3.2.2.12.5 Contractor shall stretch the fence material level across the water gap with a 3/8" wire cable/rope stretched between the pipe posts on each side of the water gap.
- 3.2.2.12.6 Contractor shall attach 4" x 4" six-gauge welded galvanized cattle panels connected to the cable with hog ring staples (9

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gauge galvanized steel) and cut cattle panels to match the contour of the water feature.

3.2.2.12.7 Contractor shall contour a 24" wide piece of galvanized metal attach to the bottom of the water gap on the upstream side to prevent brush from weaving into the panel and facilitate opening in a flood event.

3.2.2.12.8 Contractor shall prevent livestock passage around the ends of the brace structures. (See Exhibit C.)

3.2.2.13 Special Conditions:

3.2.2.13.1 Contractor shall provide bracing around all trees greater than eight inches in diameter at breast height (DBH), where such trees are in the path of the game fence (six inches from the property line).

3.2.2.13.2 Contractor shall ensure tree bracing is consistent with corner bracing on each side of the tree, and includes two additional horizontal braces to connect the corner braces.

3.2.2.13.3 Contractor shall terminate fence at corner and wrap around farthest post.

3.2.2.13.4 Contractor shall weld 2" x 4" galvanized cattle panels to braces (oriented so as to inhibit climbing) forming an eight foot tall two or three-sided box around tree.

3.2.2.13.5 Contractor shall cut cattle panels to form to the contour of the ground.

3.2.3 Removal of Fencing With Replacement

3.2.3.1 If existing fence is not on City property, Contractor shall leave existing fence intact unless otherwise instructed by Contract Manager.

3.2.3.2 Where new fence is to be installed, if existing fence is on the property line or is within City property, Contractor shall remove and dispose of existing fence unless otherwise specified by Contract Manager.

3.2.3.3 Where newly installed fence terminates and existing fence remains, Contractor shall tie existing fence to new fence brace to eliminate gaps.

3.2.3.4 At the request of the Contract Manager, Contractor shall remove existing metal fencing materials including all wire, metal stays, staples, t-posts, and pipe from City property.

3.2.3.5 Contractor shall perform no dozing or pushing of material across the ground associated with removal of fencing with replacement.

3.2.4 Removal of Fencing Without Replacement

3.2.4.1 Unless otherwise specified by the City, Contractor shall remove of all existing fencing and gates, and dispose of them offsite. Contractor may be required to leave some of the old fencing in place at the verbal request of the City Contract Manager.

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- 3.2.4.2 Contractor shall pull from the ground, or cut off flush with ground all existing metal pipe and t-posts.
- 3.2.4.3 Contractor shall leave in place of cut flush with ground all existing untreated wooden fencing materials such as stays or posts. Contractor shall scatter cut wooden fencing material at least 30-feet way from two-track roads. Contractor shall not pile cut wooden material.
- 3.2.4.4 Contractor shall ensure all metal is reclaimed, recycled, or otherwise disposed of in accordance with state and local regulations.
- 3.2.4.5 Contractor shall cut brush in order to effectively remove all of the targeted fence materials.
- 3.2.4.6 Contractor shall scatter any cut brush 30 feet from any roadway and any such debris shall be left less than 2 feet in height.
- 3.2.4.7 Contractor shall perform no dozing or pushing of material across the ground associated with removal of fencing without replacement.

3.3 *Brush Clearing*

- 3.3.1 Contractor shall ensure brush clearing along the fence line and access routes is compliant with Contract Manager's instructions regarding Balcones Canyonlands Preserve endangered species.
- 3.3.2 Contractor shall follow oak wilt prevention protocols including immediately spraying any cuts on oak with pruning spray and properly disinfecting cutting equipment between cuts on different oak trees. The protocols can be viewed at the following link:

http://www.austintexas.gov/sites/default/files/files/Planning/City_Arborist/Oak_Wilt_Policy.pdf
- 3.3.3 Contractor shall immediately paint with wound dressing any cuts and wounds on all tree species, except Ashe juniper (cedar). If a tree is cut down, Contractor shall paint the stump cut. Contractor shall ensure that limbs that are cut are flush with the primary stem/trunk or ground leaving minimal (less than two inches) stubs or stumps.
- 3.3.4 In an eight foot strip along the Balcones Canyonlands Preserve and a twelve foot strip on WQPL property line and extending into City property, the Contractor shall clear tree and brush species less than eight inches in diameter (DBH) from the strip.
 - 3.3.4.1 On Balcones Canyonlands Preserve, Contractor shall not cut oak trees nor trees greater than 19 inches in diameter (DBH).
 - 3.3.4.2 On Balcones Canyonlands Preserve, with approval from the Contract Manager, Contractor may deviate the clearing and/or fence inward from the property boundary where topography and/or vegetation necessitates deviation.
- 3.3.5 Contractor shall clear no vegetation on non-City properties. If vegetation rooted on non-City property has limbs extending onto City property, Contractor shall trim the limbs at the property line. Contractor shall trim limbs overhanging fences to four feet above the top of the fence.

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- 3.3.6 On Balcones Canyonlands Preserve, Contractor shall be responsible for chipping all cut branches, trees, and/or shrubs and scattering this mulch within the work path. Contractor shall scatter mulch prior to fence installation and spread within the eight foot strip of clearing created, unless otherwise directed by the Contract Manager.
- 3.3.7 On Balcones Canyonlands Preserve, Contractor may use a flail type implement (such as a Seppi) for clearing. In areas where chipping is not feasible and with the approval of the Contract Manager as well as is the standard practice on fencing installed on Water Quality Protection Lands, the Contractor shall drag all branches, brush, and trees at least 50 feet from the fence line and disperse them on-site. Contractor shall not pile dragged brush more than two feet in height.
 - 3.3.7.1 Contractor shall not chip or mulch on the Water Quality Protection lands.
 - 3.3.7.2 Contractor shall ensure all cuts are made at ground level leaving no more than 2 inches of the cut brush or tree sticking up.
- 3.3.8 Contractor shall cut no additional clearing for access roads or trails other than those described in this Scope without prior approval from the Contract Manager.

3.4 Work Schedule

- 3.4.1 For each new fencing installation project and for scheduled maintenance projects, Contractor shall attend a kick off meeting with Contract Manager and discuss a schedule of work within 3 calendar days of notification of new project by Contract Manager.
- 3.4.2 Contractor shall begin receiving materials and be able to begin work within 15 calendar days of contract execution.
- 3.4.3 Contractor shall notify the Contract Manager daily of the Contractor's intended work schedule and location.
- 3.4.4 Contractor shall complete projects in sections as instructed by the Contract Manager or their designee.

4.0 Health and Safety Requirements

- 4.1 Contractor shall adhere to all OSHA, City and local codes, State and Federal laws and regulations concerning safety. Contractor shall be responsible for assuring the safety of its employees and the general public during performance of all services.
- 4.2 Contractor employees shall have a minimum of two 5 lb. fire extinguishers at the site at all times and readily available for use if needed.
- 4.3 Contractor shall perform no welding, grinding, torch work, smoking or other similar spark or heat-producing activity on red-flag warning days. The warning can be found at the following link:

<http://www.srh.noaa.gov/ewx/?n:::firewx.htm>

- 4.4 During a burn ban, Contractor shall conduct hot work according to the following Travis County Fire Marshal procedures:

https://www.traviscountytexas.gov/images/fire_marshal/docs/Hot_Works_Procedures_Eng.pdf

https://www.traviscountytexas.gov/images/fire_marshal/docs/Hot_Works_Procedures_Span.pdf

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- 4.5 Contractor shall notify Contract Manager within thirty (30) minutes of any spill and accidental fires by Contractor employees. Contractor shall be responsible for cleaning up spills and extinguishing fires caused by Contractor employees.
- 4.6 Contractor shall provide each employee with proper identification that contains both the name of the Contractor and the employee. Employees shall wear or carry proper identification at all times while on City property.
- 4.7 Contractor shall prepare a Wildfire Prevention Plan for this work, see Exhibit D.
- 4.8 Contractor shall not use tobacco products on any City worksite.

5.0 City's Responsibilities

- 5.1 The City will provide the survey of project boundary for vendor to use to clearly locate and mark survey points.
 - 5.2 The City will inspect and approve all clearing and access along access routes prior to commencement of fence installation and/or repair.
 - 5.3 The Contract Manager will review all schedule of work (Work Schedule Protocol) submitted on fence projects for review and approval prior to commencement of fence installation and/or repair.
 - 5.4 The City reserves the right to require the Contractor to dismiss from the premises any employee whose conduct is improper, inappropriate or offensive. Non-Contractor personnel and minors shall not be permitted on the job premises.
-

Part Two: *Fence Project at Onion Creek Management Unit*

6.0 Introduction

This scope of work establishes requirements for the installation, maintenance, replacement and removal of fencing on the Onion Creek Management Unit of the Water Quality Protection Lands.

7.0 Purpose

Fencing provides the most fundamental deterrent to trespassing and other crimes on Austin Water lands. It also demonstrates the due diligence for legal posting of the site. Without proper fencing, law enforcement is at a disadvantage to prosecute such transgressions. The fencing at this portion of the site is approximately 50 years old and is in need of replacement. Should the project not move forward, Austin Water property may be negatively impacted in terms of public health and safety issues, asset protection, environmental consequences (illegal dumping on recharge lands), protection of karst features, and others. By updating the fencing, Austin Water can expect cost savings by spending fewer dollars on security patrols, fencing repair, and coordinating with law enforcement.

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8.0 Background

Fence construction and removal provided under this scope of work will be conducted at the City of Austin's Water Quality Protection Lands Onion Creek Management Unit. Project site is located in Hays County predominately in a rural setting with some portions next to a suburban and/or rural neighborhood. A map showing each section can be reviewed in Exhibit E.

This portion of the project is a one-time project with three distinct scopes of work:

8.1 Scope 1, installation of 5 strand barbed wire on Onion, Searcy stretch

8.1.1 This segment shall be five-strand barbed wire which runs along the City property on three sides in their entirety. The total distance is approximately 14,100 feet. All existing fence located where replacement fencing is planned will be removed unless otherwise indicated by Contract Manager.

8.2 Scope 2, installation of a net wire fence

8.2.1 This section shall be a netwire fence with two-strand barbed wire on top and is located where the fence follows three sides of a residential lot line next to Teal Lane.

8.3 Scope 3, removal of barbed wire fencing, net wire fencing, and gates

8.3.1 Approximately 4,100 feet of net wire/barbed wire fence and any associated gates shall be removed from the property. Of this total, approximately 3,000 feet are located toward the western side of the property (running roughly north/south) and approximately 1,100 feet are near Sections 1 and 2 along Teal Lane.

9.0 Tasks/Requirements

9.1 *Contractor General Responsibilities*

9.1.1 Contractor shall provide all equipment, labor, materials and supplies needed to complete this work. Contractor shall abide by the attached Materials Criteria in Exhibit A.

9.1.2 Contractor shall be responsible for instructing employees on safety measures.

9.1.3 Contractor shall commence work within 30 calendar days after contract award.

9.1.4 Contractor shall finish work 90 days after work begins with some allowance provided for unsuitable weather conditions which will be at the discretion of the Contract Manager.

9.1.5 Contractor shall arrange for all utility location services needed for the project. Contractor shall take all necessary precautions to avoid damaging any located utilities.

Scope of Work

SOLICITATION NO. IFB 2200 MDD0201

- 9.1.6 Contractor shall restrict work hours to 8:00 am to 5:00 pm local time when along a neighborhood or residential property boundary.
- 9.1.7 Contractor shall comply with all County or Fire Marshall restrictions relating to welding or other hot work during burn bans or other burn restrictions, see <http://www.co.hays.tx.us/fire-marshall.aspx>.
- 9.1.8 Contractor shall submit a Wildfire Prevention Plan to the City Contract Manager before beginning work. A copy of the plan can be reviewed in Exhibit D.
- 9.1.9 After contract is awarded, Contractor shall attend a short pre-work meeting with City Contract Manager to gain specific instructions about work requirements.
- 9.1.10 Contractor operations shall be performed in a manner that minimizes disturbance of the soil surface. If at any time the City's Contract Manager deems that operation of equipment is resulting in excessive soil disturbance, he may instruct the Contractor to adjust operations accordingly. This may involve slowing down equipment operations, suspending operations when the soil is wet, or otherwise altering equipment operations in a manner that will result in reduced disturbance to soil and/or herbaceous vegetation.
- 9.1.11 Contractor shall preserve in place all iron rods, pipe, nails and other permanent boundary survey markers.
- 9.1.12 Contractor shall recognize that existing fence may serve as livestock containment for adjacent tracts of land and shall maintain this containment of livestock during fence replacement. Contractor shall be responsible for capturing and containing any livestock that escapes containment as a result of the Contractor's actions.
- 9.1.13 In the event of spills of fuels, lubricants, hydraulic oils or solvents, Contractor shall notify the City Contract Manager immediately. Contractor shall correct spill by excavating contaminated soil, removing it from the site, and legally disposing of collected materials.
- 9.1.14 Damage to sites, utilities, or facilities (including fences not intended to be removed) on City property caused by the Contractor's employees shall be replaced or repaired by the Contractor within three (3) business days of the damage occurring, to the satisfaction of the City Contract Manager, at no additional cost to the City.
- 9.1.15 Contractor's access shall be limited to only the construction site and the Contractor shall not drive on any other part of the property.

Scope of Work

SOLICITATION NO. IFB 2200 MDD0201

- 9.1.16 Contractor shall notify the City Contract Manager when the job is complete, so that the City Contract Manager can conduct an inspection. The City reserves the right to request changes necessary to comply with these specifications. Contractor shall complete requested changes at no additional cost to the City.
 - 9.1.17 Contractor may use equipment such as ATVs, tractors, or skid steers for removal, transporting, or loading of material.
 - 9.1.18 Contractor shall use wheeled equipment. Contractor may use tracked equipment after the Contractor demonstrates to the City Contract Manager that the tracked equipment can be operated in a manner that creates little to no soil disturbance, and the City Contract Manager has provided written approval to the Contractor that the demonstrated tracked equipment is acceptable.
 - 9.1.19 Contractor shall perform no dozing or pushing of material across the ground.
 - 9.1.20 Contractor shall follow oak wilt prevention protocols including immediately spraying any cuts on oak with wound dressing or pruning spray and properly disinfecting cutting equipment between cuts on different oak trees to prevent the spread of oak wilt. The protocols can be viewed at the following link: http://www.austintexas.gov/sites/default/files/files/Planning/City_Arborist/Oak_Wilt_Policy.pdf.
 - 9.1.21 Contractor shall provide bracing around any trees flagged with "Do Not Cut" flagging.
- 9.2 ***Scope of Work 1- Installation of Onion, Searcy Stretch***
- 9.2.1 Contractor shall not negatively impact neighborhood property in any way including, but not limited to:
 - 9.2.1.1 Littering
 - 9.2.1.2 Damaging lawns, trees, or other plants
 - 9.2.1.3 Harming or endangering pets

The City reserves the right to add to this list in the event of a public complaint.
 - 9.2.2 Contractor is not required to install gates for this section.
 - 9.2.3 Contractor shall install a fence of five strand barbed wire (12 ½ gage) fence with the top wire set at a height of approximately 52 inches and the bottom wire set no less than 6 inches from the ground. Contractor shall ensure wire is double wrapped at terminal locations. Contractor shall ensure all splices are Western-Union type.
 - 9.2.4 Contractor shall comply with additional specifications included in the fence construction data sheet and general construction criteria (Exhibit A).

Scope of Work

SOLICITATION NO. IFB 2200 MDD0201

- 9.2.5 Contractor shall ensure line posts and corner braces are galvanized or painted steel minimum 2 7/8 inch pipe (Schedule 40 minimum). Contractor shall fit the tops of the braces and line posts with watertight, malleable, galvanized/iron caps.
 - 9.2.6 Contractor shall install line posts every 100 feet along the fence (2 7/8 inch minimum, set to a depth of 3 feet, with an above ground height of 5 feet). Contractor shall install painted T posts every 20 feet (set to a depth of 16 inches) and galvanized steel fence stays will be set every 10 feet.
 - 9.2.7 Contractor shall install double "H" braces at all gates, corners, angle changes greater than 20°, end of length of wire (1320 feet) and pulling points. Each H Brace shall be 8 feet in width. Posts shall be the same size (2 7/8") as line posts and set to the same depth (3 ft). Cross members shall be the same size (2 7/8") as posts, be saddle cut to fit posts (8 ft), and welded to posts. Contractor shall paint all welds to prevent corrosion.
- 9.3 ***Scope of Work 2 – Installation of Net wire Fence***
- 9.3.1 Contractor shall construct the net wire segment of the fence utilizing galvanized woven wire (10-47-6-9 with a height of 47 inches, 10 horizontal wires with graduated spacing, 6 inch spacing between vertical stays, 9 gauge top and bottom wire and 11 gauge intermediate wires.) Contractor shall ensure 2 strands of 12 gauge barbed wire top the net wire with top wire set to a height of 52 inches.
 - 9.3.2 Contractor shall paint corner posts dark green to help disguise the fence.
 - 9.3.3 Contractor shall clear all junipers (cedars), and all oaks, elms, or other tree and brush species less than 8 inches in diameter at breast height from a 12 foot strip on the City side of the fence. Contractor shall be responsible for removing all cut branches, trees, and/or shrubs, dragging them at least fifty (50) feet from the fence line and disbursing on-site without stacking and without causing any damage to caves, creeks or other sensitive areas.
 - 9.3.4 Contractor shall not grind or mulch woody material.
 - 9.3.5 Contractor shall remove and dispose of all portions of fence to be replaced.
- 9.4 ***Scope of Work 3 - Removal of Old Fencing***
- 9.4.1 Unless otherwise specified by the City, Contractor shall remove of all existing fencing and gates, and dispose of them offsite. Contractor may be required to leave some of the old fencing in place at the verbal request of the City Contract Manager.
 - 9.4.2 In two locations, the Contractor shall remove an old cross fence. No new fence will not be established in its place.

Scope of Work

SOLICITATION NO. IFB 2200 MDD0201

9.5 *Other Requirements*

9.5.1 Removal of fencing other than Scope of Work 3

- 9.5.1.1 Contractor shall remove from the property all metal fencing materials including all wire, metal stays, staples, t-posts, and pipe.
- 9.5.1.2 Contractor shall either pull from the ground or cut off flush with the ground existing metal pipe and t-posts.
- 9.5.1.3 Contractor may leave all wooden fencing materials such as stays or posts may in place, or flush-cut and scatter at least 30-feet from two-track roads. Contractor shall not pile wooden material.
- 9.5.1.4 Contractor shall ensure all metal is either reclaimed, recycled, or disposed of.
- 9.5.1.5 Prior to contract completion, Contractor shall remove all trash, rubbish, debris and waste generated by this project.
- 9.5.1.6 Prior to contract completion, Contractor shall remove any and all materials removed or replaced during construction and/or installation.

9.5.2 Brush removal

- 9.5.2.1 Contractor shall cut brush in order to effectively remove all of the targeted fence materials.
- 9.5.2.2 Contractor shall scatter any cut brush 30 feet from any roadway and any such debris shall be left less than 2 feet in height.
- 9.5.2.3 Contractor shall clear all woody vegetation from a path 12 feet wide (from the fence) on the City's side of the fence to allow vehicle passage, unless otherwise indicated by the City Contract Manager.
- 9.5.2.4 After clearing vegetation, Contractor shall remove vegetation material from the site or scatter it inside the tract at least 50 feet away from the property boundary. Contractor shall ensure this material is not stacked higher than 2 feet in height, and no materials shall be thrown, disposed of, or otherwise allowed onto neighboring properties.

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	Double R Fencing	
Physical Address	3003 E Red River St. Victoria, TX 77901	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		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	<u>No</u>

SUBCONTRACTOR(S):

Name of Local Firm	Great Western Managed Services	
Physical Address	2635 Demona Dr. Austin, TX 78733	
Is your headquarters located in the Corporate City Limits? (circle one)	<u>Yes</u>	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 SheetResponding Company Name Double R Fencing

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 U.S. Fish and Wildlife Services
Name and Title of Contact John Mager, Field Inspector
Project Name Attwater Wildlife Refuge
Present Address 1206 Apc. Nwr. Rd.
City, State, Zip Code Eagle Lake, TX 77434
Telephone Number 979, 484-9712 Fax Number () N/A
Email Address john-magera@fws.gov

2. Company's Name Texas Parks and Wildlife
Name and Title of Contact Fernando Gutierrez, Field Inspector
Project Name Kerr Wildlife Management Area
Present Address 2625 FM 1340
City, State, Zip Code Hunt, TX 78024
Telephone Number (830) 238-4483 Fax Number () N/A
Email Address fernando.gutierrez@tpwd.texas.gov

3. Company's Name Goliad Independent School District
Name and Title of Contact David Hill, Field Inspector
Project Name Goliad ISD
Present Address 1051 N. Church St.
City, State, Zip Code Goliad, TX 77963
Telephone Number (361) 579-8925 Fax Number () N/A
Email Address dhill@goliadisd.org

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.50 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.50 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. Apprentices

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

WAGE RATES AND PAYROLL REPORTING

Section 00830HH

WAGE RATE DETERMINATION**HEAVY AND HIGHWAY CONSTRUCTION**

COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX160016 1/8/2016 TX16 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance, and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.50/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	TOTAL MINIMUM WAGE RATE REQUIRED
Agricultural Tractor Operator	\$ 12.69	\$ 13.50	\$ 13.50
Asphalt Distributor Operator	\$ 15.55	\$ 15.55	\$ 15.55
Asphalt Paving Machine Operator	\$ 14.36	\$ 14.36	\$ 14.36
Asphalt Raker	\$ 12.12	\$ 13.50	\$ 13.50
Boom Truck Operator	\$ 18.36	\$ 18.36	\$ 18.36
Broom or Sweeper Operator	\$ 11.04	\$ 13.50	\$ 13.50
Cement Mason/Concrete Finisher	\$ 12.56	\$ 13.50	\$ 13.50
Concrete Pavement Finishing Machine Operator	\$ 15.48	\$ 15.48	\$ 15.48
Crane, Hydraulic, 80 tons or less	\$ 18.36	\$ 18.36	\$ 18.36
Crane, Lattice Boom, 80 tons or less	\$ 15.87	\$ 15.87	\$ 15.87
Crane, Lattice Boom, over 80 tons	\$ 19.38	\$ 19.38	\$ 19.38
Crawler Tractor	\$ 15.67	\$ 15.67	\$ 15.67
Directional Drilling Locator	\$ 11.67	\$ 13.50	\$ 13.50
Directional Drilling Operator	\$ 17.24	\$ 17.24	\$ 17.24
Electrician	\$ 26.35	\$ 26.35	\$ 26.35
Excavator 50,000 lbs. or less	\$ 12.88	\$ 13.50	\$ 13.50
Excavator, over 50,000 lbs.	\$ 17.71	\$ 17.71	\$ 17.71
Flagger	\$ 10.15	\$ 13.50	\$ 13.50
Form Builder/Form Setter - Paving & Curb	\$ 12.94	\$ 13.50	\$ 13.50
Form Builder/Form Setter - Structures	\$ 12.87	\$ 13.50	\$ 13.50
Foundation Drill Operator, Truck Mounted	\$ 16.93	\$ 16.93	\$ 16.93
Front End Loader Operator, 3CY or less	\$ 13.04	\$ 13.50	\$ 13.50
Front End Loader, over 3CY	\$ 13.21	\$ 13.50	\$ 13.50
Laborer, Common	\$ 10.50	\$ 13.50	\$ 13.50
Laborer, Utility	\$ 12.27	\$ 13.50	\$ 13.50
Loader/Backhoe Operator	\$ 14.12	\$ 14.12	\$ 14.12
Mechanic	\$ 17.10	\$ 17.10	\$ 17.10
Milling Machine	\$ 14.18	\$ 14.18	\$ 14.18
Motor Grader Operator - Fine Grade	\$ 18.51	\$ 18.51	\$ 18.51
Motor Grader Operator, Rough	\$ 14.63	\$ 14.63	\$ 14.63

Painter - Structures	\$ 18.34	\$ 18.34	\$ 18.34
Pavement Marking Machine Operator	\$ 19.17	\$ 19.17	\$ 19.17
Pipelay	\$ 12.79	\$ 13.50	\$ 13.50
Reclaimer/Pulverizer	\$ 12.88	\$ 13.50	\$ 13.50
Reinforcing Steel Setter	\$ 14.00	\$ 14.00	\$ 14.00
Roller Operator, Asphalt	\$ 12.78	\$ 13.50	\$ 13.50
Roller Operator, Other	\$ 10.50	\$ 13.50	\$ 13.50
Scraper Operator	\$ 12.27	\$ 13.50	\$ 13.50
Servicer	\$ 14.51	\$ 14.51	\$ 14.51
Spreader Box Operator	\$ 14.04	\$ 14.04	\$ 14.04
Structural Steel Worker	\$ 19.29	\$ 19.29	\$ 19.29
Traffic Signal Installer/Light Pole Worker	\$ 16.00	\$ 16.00	\$ 16.00
Trenching Machine Operator, Heavy	\$ 18.48	\$ 18.48	\$ 18.48
Truck Drick Tandem Axle Semi-Trailer	\$ 12.81	\$ 13.50	\$ 13.50
Truck Driver, Lowboy/Float	\$ 15.66	\$ 15.66	\$ 15.66
Truck Driver, Single Axle	\$ 11.79	\$ 13.50	\$ 13.50
Truck Driver, Off Road Hauler	\$ 11.88	\$ 13.50	\$ 13.50
Truck Driver, Single or Tandem Axle Dump Truck	\$ 11.68	\$ 13.50	\$ 13.50
Welder	\$ 15.97	\$ 15.97	\$ 15.97
Work Zone Barricade Servicer	\$ 11.85	\$ 13.50	\$ 13.50

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160016 or other sources.

1. Additional Trade information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. Wages

The Total Minimum Wage Rate may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime must be used in computing overtime pay.wages must be calculated using the Total Minimum Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 2016324-015 requires that construction workers are paid a minimum Wage of at least \$13.50/hour. The cash portion of their compensation must meet or exceed this amount.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the adjusted wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the adjusted wage rates specified for each classification **ONLY** if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest adjusted wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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Section 0835: Non-Resident Bidder Provisions

Company Name Double R Fencing

- 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: Residential 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: _____

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Matthew Duree / 512-974-6346	PM Name/Phone	Kevin Thuesen / 512-972-1666
Sponsor/User Dept.	Austin Water	Sponsor Name/Phone	Virginia Soto-Reynolds
Solicitation No	IFB MDD0201	Project Name	Fencing on WQPL, Searcy Tract and BCCP
Contract Amount	\$250,000 a year for 5 years	Ad Date (if applicable)	10/17/16
Procurement Type			
<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			
Provide Project Description**			
Austin Water is seeking a Contractor to install new fences and remove old fences from various land. Fences provide security for and keep wildlife out of Austin Water properties in Hays, Williamson, and Travis Counties. Contractor will install barbed wire and net wire fencing, replace old fencing, and remove unneeded fencing.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation, JXP0117, was cancelled due to a quantity mistake on the bid sheet. There were goals approved for the previous solicitation. A previous solitation to that was done as an IFB (solicitation number MPM0023). No goals were established for the project. No subcontractors were utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
98815 - Fence installation and repair.			
Matthew Duree		12/6/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	12/6/2016	Date Assigned to BDC	12/6/2016
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	

GOAL DETERMINATION REQUEST FORM

	% 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

No subcontracting opportunities, however there are 7 MBE/WBEs available

Subcontracting Opportunities Identified

No subcontracting opportunities

Arturo Salinas

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date:

Calculated Project Specific Goals

Salinas, Arturo	IFB solicitation fencing	No
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Availability Lists

Snapshot No	Snapshot Date	Saved By	Reason	Trade Summary Version No	Trade Summary Version Date
1	12/06/2016	Salinas, Arturo	Check availability	2	12/06/2016

Goal Calculation for Availability 12/05/2016

			Hispanic		African American		Asian		Native		MBE		WBE		Non Cert		Total		DBE	
Comm Code Desc	Comm Code	TS %	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg	#	WtAvg
Fence Installation and Repair	98815	100.000	4	3.70	1	0.93	0	0.00	0	0.00	5	4.63	1	0.93	101	108	5	4.63		

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Availability List

Samuel Arzoo	IFB Solicitation Meeting	No
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Availability List Snapshot

Snapshot No	Snapshot Date	Saved By	Reason	Trade Summary Version No	Trade Summary Version Date	Report
1	12/06/2016	Samuel Arzoo	Check availability	2	12/06/2016	

Availability on 12/06/2016

Master Code	HSWDB	S	Ethnicity	Certified Since	Certified End	90 Day Since	Vendor Name	Address	Loc	Phone	Fax	Email
00018 : Fence Installation and Repair												
ADV7005090	MWB	F	Hispanic	Certified	02/06/2018	04/09/2019	AFFORDABLE LAWN CARE AND LANDSCAPING INC	13523 Pond Springs Rd Austin Tx 78729-4415	AU	512-818-8002	512-818-0162	vincent@advance@landscapedesign.com
VCD000102339	MOB	F	Hispanic	Certified	04/30/2018	06/26/2018	GGS CONSTRUCTION LLC	13608 Suleika Hollow Road Austin Tx 78728	AU	512-257-8075	512-210-5209	rolando@matconconstruction.net
V00000925461	MOB	M	Hispanic	Certified	11/22/2019	01/21/2020	Mario Vasquez	3585 Rocking J Rd, Round Rock Tx 78685	AU	512-4707575		info@swiftzorp.com
PIA8322157	WDB	F	Caucasian	Certified	11/09/2016	01/08/2017	PIATRA INC	Po Box 9593 Austin Tx 78766-9593	AU	512-298-0404	--	INFO@PIATRAINC.COM
ALL6314335	MS	M	Hispanic	Certified	07/06/2018	09/06/2018	TONY PARENT ENTERPRISES	13350 Old Kainer Rd, Bldg A Manor Tx 78653	AU	512-255-5416	512-255-7096	estimating@sheddence1950.com
UN7027285	MS	M	African American	Certified	12/15/2017	02/13/2018	UNISM DEVELOPMENT CO INC	Po Box 14148 Austin Tx 78761-4145	AU	512-255-3728	512-255-1451	unism@ecoglobal.net
W007143440	WDB	F	Caucasian	Certified	09/23/2017	11/22/2017	WOOLERY CUSTOM FENCE CO	P.O. Box 956 Elgin Tx 78621-5586	SL	512-281-2188	512-232-5396	brad@wooleryfence.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-154833

Date Filed:
01/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Double R Fencing
Victoria, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

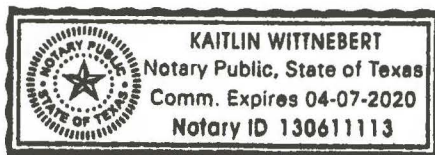
IFB 2200 MDD0201
Fencing-Game

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Riehs, William	Victoria, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Riehs, this the 16th day of January, 20 17, to certify which, witness my hand and seal of office.

Kaitlin Wittnebert
Signature of officer administering oath

Kaitlin Wittnebert
Printed name of officer administering oath

Public Notary
Title of officer administering oath

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 |
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Arturo Salinas

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date:

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Salinas, Arturo	IFB solicitation fencing	No
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