



Amendment No. 3
to
Contract No. NA170000191
For
Inspection and Testing Stationary Cranes
between
Royal Arc Welding Company
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 14, 2020, to July 13, 2021. One option remains.
- 2.0 The total contract amount is increased by \$53,300.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/14/2017 -07/13/2019	\$106,600.00	\$106,600.00
Amendment No. 1: Added Cranes to Contract 11/20/2018	\$0.00	\$106,600.00
Amendment No. 2: Option 1 – Extension 07/14/2019 - 07/13/2020	\$53,300.00	\$159,900.00
Amendment No. 3: Option 2 – Extension 07/14/2020 - 07/13/2021	\$53,300.00	\$213,200.00

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

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

Signature & Date: Helen Murphy June 25, 2020

Printed Name: Helen Murphy - Sales Manager
Authorized Representative

Signature & Date: Cindy Reyes
Digitally signed by Cindy Reyes
Date: 2020.06.26 08:09:34 -05'00'

Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office

Royal Arc Welding Company 23851 Vreeland Road
Flat Rock, MI 48134 hmurphy@royalarc.com

734-789-9099



Amendment No. 2
to
Contract No. NA170000191
For
Inspection and Testing Stationary Cranes
between
Royal Arc Welding Company
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective July 14, 2019, to July 13, 2020. Two options remain.
- 2.0 The total contract amount is increased by \$53,300.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 07/14/2017 - 07/13/2019	\$106,600.00	\$106,600.00
Amendment No. 1: Added Cranes to Contract 11/20/2018	\$0.00	\$106,600.00
Amendment No. 2: Option 1 - Extension 07/14/2019 - 07/13/2020	\$53,300.00	\$159,900.00

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

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

Signature & Date: Helen Murphy July 3, 2019
Printed Name: Helen Murphy
Authorized Representative

Signature & Date: Erin D'Vincent 7-9-19
Erin D'Vincent, Procurement Supervisor
City of Austin
Purchasing Office

Royal Arc Welding Company
23851 Vreeland Road
Flat Rock, MI 48134
hmurphy@royalarc.com
734-789-9099



Amendment No. 1
to
Contract No. MA 2200 NA170000191
for
Inspection and Testing Stationary Cranes
between
Royal Arc Welding Company
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add the following cranes to the contract.

Building Location, Water Treatment Plant #4 8800 N. FM 620 Austin, TX Adam Landry (512) 972-2255 Mark Penton (512) 972-2201							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testina	Total Cost
79	Basement / 5011-62534	.5 ton	Them Inc.	Davit	\$91.25	\$215.00	\$306.25
Webberville Service Center 2800 Webberville Road Austin, TX 78702 Larry Darity (512) 972-2002							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testina	Total Cost
80	Meter Shop	1 ton	Harrington	Electric	\$111.25	\$235.00	\$346.25

- 2.0 The total Contract amount is recapped below:

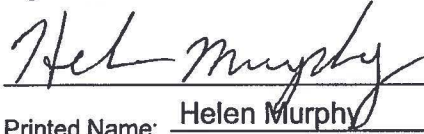
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 07/14/2017 – 07/13/2019	\$106,600	\$106,600
Amendment No. 1: Added Cranes to Contract	\$0.00	\$106,600

- 3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

 November 20, 2018

Printed Name: Helen Murphy
Authorized Representative

Royal Arc Welding Company
23851 Vreeland Road
Flat Rock, MI 48134

Signature & Date:



Georgia Billela, Procurement Specialist III
City of Austin Purchasing Office



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

July 14, 2017

Royal Arc Welding Company
Helen Murphy
Sales Manager
23851 Vreeland Road
Flat Rock, MI 48134
hmurphy@royalarc.com

Dear Ms. Murphy:

The City of Austin approved the execution of a contract with your company for inspection and testing of stationary cranes in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Lydia Torres
Department Contact Email Address:	Lydia.torres@austintexas.gov
Department Contact Telephone:	512-974-0329
Project Name:	Inspection and Testing of stationary cranes
Contractor Name:	Royal Arc Welding Company
Contract Number:	MA 2200 NA170000191
Contract Period:	07/14/2017 – 07/13/2019
Dollar Amount	\$106,600
Extension Options:	3 x 12 month (\$53,300 per option
Requisition Number:	RQM 16102500055
Solicitation Type & Number:	IFB GLB0055

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

Sincerely,

Georgia Billela
Procurement Specialist III
City of Austin
Purchasing Office

cc: Lydia Torres
Andy Ramirez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Royal Arc Welding Company ("Contractor")
for
Inspection and Testing Stationary Cranes
MA 2200 NA170000191**

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 **Royal Arc Welding Company** having offices at Flat Rock, MI 48134 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0055.

1.1 This Contract is composed of the following documents:

1.1.1 This document

1.1.2 The City's Solicitation, Invitation for Bid (IFB), GLB0055 including all documents incorporated by reference

1.1.3 **Royal Arc Welding Company** Offer, dated 6/13/17

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

1.2.1 This document

1.2.2 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

1.3 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$106,600 for the initial Contract term and 53,300 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

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

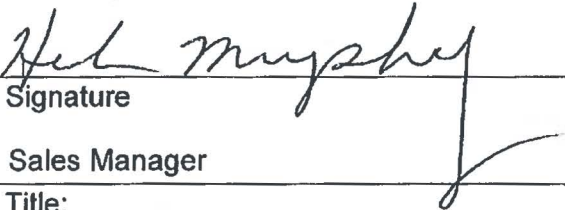
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Royal Arc Welding Company

CITY OF AUSTIN

Helen Murphy

Printed Name of Authorized Person



Signature

Sales Manager

Title:

July 10, 2017

Date:

Georgia Billela

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

7/14/17

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: GLB0055

DATE ISSUED: May 29, 2017

REQUISITION NO.: RQM 16102500055

COMMODITY CODE: 95936, 0754115,
& 96165

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

Georgia Billela

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

Matthew Duree

Procurement Supervisor

Phone: (512) 974-6346

E-Mail: matt.duree@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Inspection and Testing
Stationary Cranes

BID DUE PRIOR TO: Tuesday, June 13, 2017 @ 2:00 PM local time

BID OPENING TIME AND DATE: Tuesday, June 13, 2017 @ 3:00
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/department/bid-opening-webinars>

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0055	Purchasing Office-Response Enclosed for Solicitation # GLB0055
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 THUMB/FLASH 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	SPECIFICATION	5
0600	BID SHEET – Must be completed and returned with Offer	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	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: Royal Arc Welding Company

Company Address: 23851 Vreeland Road

City, State, Zip: Flat Rock, MI 48134

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Helen Murphy

Title: Sales Manager

Signature of Officer or Authorized Representative: 

Date: June 13, 2017

Email Address: hmurphy@royalarc.com

Phone Number: 734-789-9099

*** 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

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

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

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

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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

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

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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

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

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

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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

48. DISPUTE RESOLUTION:

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

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later than close of business five business days before the bid due date.

2. **INSURANCE:**

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

- (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 twenty-four (24) months and may be extended thereafter for up to three (3) 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 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the 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. **DELIVERY REQUIREMENTS:**
- Location:
Listed on the Delivery Purchase Order or
_____ mutually agreed to between the Contractor and
_____ the City.
- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

- A. The Contractor shall submit Invoices within five (5) business day's after completion to the location requesting the service.
- B. Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall include, but are not limited to the following:
 - Contractor's name, on a professionally pre-printed, sequentially numbered form
 - Contractor's address and phone number
 - City's contract number
 - Date of each visit
 - Location of each visit
 - Itemized description of crane and pricing
- C. Invoices shall be mailed to the address indicated on the Delivery Order (DO).
- D. 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.

7. **HAZARDOUS MATERIALS:**

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

8. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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

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

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
11. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
12. **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 twenty-five percent (25%) 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0055**

- (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
 - (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: 100%	
Database Name: Producer Price Index Commodity Data	
Series ID: WPU114404	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Hoists, overhead cranes, and monorail systems	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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.
14. **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:

Lydia Torres – Contract Management Specialist III
512-972-0329
Lydia.torres@austintexas.gov

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

**CITY OF AUSTIN
SCOPE OF WORK
FOR
INSPECTION AND TESTING OF STATIONARY CRANE SERVICE
SOLCITATION NO. IFB GLB0055**

1.0 PURPOSE

The City of Austin (City), seeks bids in response to this solicitation to establish a Contract with a qualified Vendor (Contractor) for services to inspect, repair, and maintain stationary cranes. The Contractor shall provide all labor, material, and necessary equipment for the proper execution of each level of inspection and testing service detailed in this specification.

This contract will support Austin Water's various locations throughout the City. The City reserves the right to add or delete cranes and/or locations as deems necessary.

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

2.0 APPLICABLE SPECIFICATIONS

2.1 The Contractor shall be in compliance with Federal, State and Municipal regulations pertaining to this service, including American Society for Testing and Materials (ASTM) A E114, E709 and E125, EPA, OSHA, and American Society for Nondestructive Testing (ASNT) standards, rules and regulations.

2.2 The Contractor shall have a Level II Technician that is:

2.2.1 Certified with Society of Non-destructive of Testing Technical Communication 1 (SNT-TC-1A) guidelines.

2.2.2 Certified by OSHA and American Society of Mechanical Engineering (ASME) to perform inspection.

2.2.3 Qualified according to American Society for Nondestructive Testing (ASNT) Standards to conduct specified test associated to the cranes.

2.2.4 Capable of performing inspections and testing IAW OSHA and ASNT standards to conduct the specified test associated to the cranes.

2.2.5 Capable of performing repairs IAW ASME guidelines

2.3 The Contractor shall have a Level III Technician that is:

2.3.1 Meet all that is in 2.1

2.3.2 Certified with SNT-TC-1A guidelines

2.3.3 Certified by ASNT guidelines to establish test procedures and conduct training of Level II Technicians.

2.3.4 Qualified to perform inspections and validate Level II Technician's work.

2.4 Certification documentation of technicians shall be included *with bid submittal*.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
INSPECTION AND TESTING OF STATIONARY CRANE SERVICE
SOLCITATION NO. IFB GLB0055**

3.0 CONTRACTOR RESPONSIBILITIES

3.1 General Requirements

- 3.1.1** The Contractor shall provide all equipment to include ladders and man lifts to reach the bridge cranes, hoisting and mounting equipment, support structures, safety equipment, labor, tools, incidentals, expendable items, personnel protective equipment, and transportation necessary for proper execution and completion of the inspection and testing services.
- 3.1.2** Test equipment shall be mounted so that electronic testing apparatus and other sensitive equipment is protected from the elements.
- 3.1.3** The Contractor shall post proper warning signs and/or barriers when and wherever necessary.
- 3.1.4** The Contractor shall be responsible for the immediate clean-up of the work area and the removal of debris. Cleaning of the work area shall be subject to the Contact Person or designee inspection and approval.
- 3.1.5** The Contractor shall be responsible for theft, misuse, or damage done to property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City and adjacent property, the Contractor shall immediately inform the Contact Person or designee. The Contractor shall make repairs or replacement to the satisfaction of the Contact Person or designee at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 3.1.6** The Contractor shall ensure that equipment is inspected a minimum of 3 weeks before or after the date of the previous annual equipment inspection. Deviation from this timeframe shall be approved in writing from the Contact Person or designee.

3.2 Service Requirements

- 3.2.1** The Contractor shall contact Contact Person or designee at each location within three (3) weeks or at a time mutually agreed to between the Contractor and the Contact Person or designee, to coordinate inspection schedule.
- 3.2.2** All schedule changes shall be submitted in writing by email and approved by Contact Person or designee prior to change.
- 3.2.3** The Contractor shall not leave location until all scheduled inspections for that location is completed. The Contractor shall obtain approval by Contact Person or designee of interruptions in schedule of location.
- 3.2.4** The Contractor shall email a written report of finding/service for each inspection performed within twenty-four (24) hours of the inspection, or at a time mutually agreed to between the Contractor and the Contact Person or designee. The report shall include any corrective action taken at the time of the inspection, needed repairs, and/or recommendations for replacement of major components with a written estimate including labor and materials.
- 3.2.5** The Contractor shall contact the Contact Person or designee for any critical issues at the time of discovery by phone, pager, email, or any means necessary to discuss corrective action.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
INSPECTION AND TESTING OF STATIONARY CRANE SERVICE
SOLCITATION NO. IFB GLB0055**

- 3.2.6** The Contractor shall provide laboratory services to support and justify reports of defects found during the inspection and/or testing. Laboratory services shall consist of x-raying of metals and/or deterioration of rust and corrosion. (X-ray specialized equipment consists of the Contractor covering the part with carbon powder and placing the equipment through a metal x-ray on their vehicle which will allow them to measure the severity of the damage.). Electrolysis - Ultrasonic testing shall be conducted on critical pins of heavy hoist equipment. Load tests shall be conducted to ensure weight capability.
- 3.2.7** The Contractor shall have printed copies of test procedures and shall provide file copies (including calibration and criteria for inspections and tests) to the Contact Person or designee within five (5) business days after tests are completed. Any subsequent revisions shall be provided within 5 business days prior to any work being performed
- 3.2.8** For repair, the Contractor shall provide a detailed service report, including additional repairs needed, to the Contact Person or designee for signature indicating service levels performed during the visit. A copy of the signed report shall be submitted with the invoice.
- 3.2.9** The Contractor shall schedule repairs and re-inspection with the Contact Person or designee within five (5) business day or at a time mutually agreed to between the Contractor and the Contact Person or designee after inspection/testing.
- 3.2.10** The Contractor shall retest all failed inspections within fourteen (14) business days or at a time mutually agreed to between the Contractor and the Contact Person or designee, after notification.
- 3.2.11** The Contractor shall repair, replace, and install, when needed, the damage part. The Contractor shall repair, retest, at no additional cost to the City, for any service that has malfunctioned within 7 calendar days (including holidays) after Contractor completes the service and required to return due to malfunction.
- 3.2.12** The Contractor shall responded within twenty-four (24) after notification by the Contact Person or designee for any crane that is malfunctioning that delays service to City site pump failure.
- 3.2.13** Mileage per trip shall not exceed 250 miles from the Texas State Capital. Mileage will be verified with the current Texas Mileage Guide and Texas State Travel Guide: www.window.state.tx.us/comptrol/texastra.html

3.3 Report Requirements

- 3.3.1** The Contractors Report shall contain a detailed summary of pass or no pass finding for all inspection and testing finds.
- 3.3.2** The findings shall cover items of concern found during the inspection. These items shall be separated into three categories:
 - 3.3.2.1** Category 1: Identify items that required to be repaired and/or replaced prior to the crane being returned to service. The Contractor shall identify and provide the Contact Person or designee with a list of crane(s) that are not safe for use. The Contractor shall not affix an inspection sticker on a crane that cannot be returned to service or repaired during the inspection. The Contractor shall affix an inspection sticker only upon receipt of written documentation that the crane is properly functioning and any and all corrections have been made.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
INSPECTION AND TESTING OF STATIONARY CRANE SERVICE
SOLCITATION NO. IFB GLB0055**

- 3.3.2.2** Category 2: Identify items that are recommended for replacement, repair or installation. Satisfactory completion of inspection and/or tests, applicable certificates, documents, reports and seals, shall be provided to the Contact Person or designee
- 3.3.2.3** Category 3: Cranes that are fit for service and have no identifiable concerns. The Contractor shall prominently affix on the boom of the crane, an inspection sticker recording the date of inspection and/or test, technician(s) name and the equipment number and must remain legible until the next inspection.
- 3.3.3** Scheduled Inspection/Testing Report shall include the following:
- Date of report.
 - Date of inspection/testing.
 - Report must be page numbered.
 - Location of crane
 - The City's crane number.
 - The crane description which shall include the make, model and maximum rated capacity.
 - Manufacturer's serial number.
 - Status of the crane.
 - Printed name and signature of technician(s) performing the services.
 - Signature of the Contact Person or designee
- 3.3.4** The Contractor shall provide an annual quantitative summary report (in Microsoft Excel format) of inspection/testing findings regarding the cranes. A copy of this report shall be emailed to the Contact Person or designee at each location obtaining the service.
- 3.3.4.1** The Contractor shall retain copies of reports for a minimum of 7 years from the date on the report was completed.
- 3.3.4.2** If the Contact Person or designee finds reports data cannot be reconciled with the City records (such as unidentifiable equipment or serial number), the Contractor shall be required to return and retest the crane at no additional cost to the City.
- 3.3.4.3** Annual quantitative summary report shall include the following:
- Date of Annual Report
 - Annual Report must be page numbered
 - Date of each Inspection
 - Location of each Inspection
 - Location of each crane
 - The crane description which shall include the crane number, make, model and maximum rated capacity.
 - Manufacturer's serial number.
 - Status of the crane, description of all defects.
 - Printed name and signature of technician(s) performing the services.
 - The Annual Report shall differentiate between defects repaired at the location and defects scheduled for repair.

**CITY OF AUSTIN
SCOPE OF WORK
FOR
INSPECTION AND TESTING OF STATIONARY CRANE SERVICE
SOLCITATION NO. IFB GLB0055**

4.0 LABOR AND PERSONNEL

- 4.1 The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 4.2 The Contractor shall follow all OSHA safety requirements: <http://www.osha.gov/>. Proof of compliance with applicable standards, regulations and laws shall be supplied to the City within one (1) week of request, or at a time mutually agreed to between the Contractor and the Contact Person or designee.
- 4.3 All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.
- 4.4 The Contractor shall ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the City.

5.0 CITY RESPONSIBILITIES

- 5.1 The City will provide light, water, and electricity as necessary to enable the contractor to provide the services described in this document. The Contractor shall use these facilities only to perform the contractual duties.
- 5.2 The City will provide an on-site contact, with escorted access.
- 5.3 The City will provide the Contractor with name(s) of personnel authorized to order services.

SECTION 0600 - BID SHEET
CITY OF AUSTIN
INSPECTION AND TESTING OF STATIONARY CRANES

Solicitation No. IFB GLB0055

Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on locations, cost, or any criteria or any combination deemed most advantageous to the City. The Contractor must bid on all line items at a location to be considered for award of that location.

Failure to respond to each section of this bid sheet may result in disqualification of your bid. Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

SECTION 1 - SPECIFIED ITEM

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The locations below are for 1 annual inspection and the City does not guarantee additional usage. Actual purchases may be more or less.

Building Location #1 - Davis Water Treatment Plant
3500 W. 35th Street, Austin, TX
Richard Everton (512) 972-1700
Gary Anders (512) 972-1747

Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
1	High Service Pump Station	10 tons	Robin Meyers	Electric	\$201.25	\$325.00	\$526.25
2	Maintenance Shop	5 tons	Robin Meyers	Electric	\$151.25	\$275.00	\$426.25
3	Medium Service Pump Station	10 tons	Manning, Maxwell Moore	Electric	\$201.25	\$325.00	\$526.25
4	Chlorine Building	2 tons	Yale	Electric	\$111.25	\$235.00	\$346.25
5	Recycle Building #1	4 tons	Shawbox	Electric	\$121.25	\$245.00	\$366.25
6	Centrifuge Building	10 tons	Shawbox	Electric	\$201.25	\$325.00	\$526.25
7	Low Service Pump Station	15 tons	Shawbox	Electric	\$221.25	\$345.00	\$566.25
		1 ton	Robbins & Meyers	Electric	\$111.25	\$235.00	\$346.25
8	Chain Hoist	1.5 tons	Olympic	Manual	\$111.25	\$235.00	\$346.25
		1 ton	Coffin	Manual	\$111.25	\$235.00	\$346.25
9	Sedimentation Basins (portable)	1 ton	Yale	Electric	\$111.25	\$235.00	\$346.25
		1 ton	Yale	Electric	\$111.25	\$235.00	\$346.25
		1 ton	Yale	Electric	\$111.25	\$235.00	\$346.25
Total for these locations							\$5,361.25

Building Location #3 - Ullrich Water Treatment Plant
1000 Forest View Drive, Austin, TX
Kevin Fetterman (512) 972-1801
Gary Anders (512) 972-1747

Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
10	Basement Pump Bldg. Pit Admin	2 tons	Yale	Electric	\$111.25	\$235.00	\$346.25
11	Maintenance Shop	10 tons	Shawbox	Electric	\$201.25	\$325.00	\$526.25
12	Maintenance Shop Monorail	2 tons	Shawbox	Electric	\$111.25	\$235.00	\$346.25
13	Low Service	30 tons	Kranco	Electric	\$291.25	\$550.00	\$841.25
14	Pac Building	2 tons	Shawbox	Electric	\$111.25	\$235.00	\$346.25
15	High Service	10 tons	Low Hed	Electric	\$201.25	\$325.00	\$526.25
16	Medium Service	10 tons	Wright	Electric	\$201.25	\$325.00	\$526.25
17	Sludge Station F	2 tons	Morse & Assoc	Electric	\$111.25	\$235.00	\$346.25
18	Centrifuge Bldg. (North)	10 tons	Detroit Hoist	Electric	\$201.25	\$325.00	\$526.25
19	Centrifuge Bldg. (South)	10 tons	Detroit Hoist	Electric	\$201.25	\$325.00	\$526.25
20	Low Service (Outside)	3 tons	Shawbox	Electric	\$121.25	\$245.00	\$366.25

Total for these locations							\$5,223.75
Building Location #5 - South Austin Regional Wastewater Treatment Plant 1017 Fallwell Lane, Austin, TX Mike Brock (512) 972-0616 Randall Swenson (512) 972-0600							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
21	Maintenance Shop #1	5 tons	Shawbox	K562356	\$151.25	\$275.00	\$426.25
22	Maintenance Shop Weld area	2 tons	Shawbox	L5-62354	\$111.25	\$235.00	\$346.25
23	Maintenance Shop Storeroom #2	1/2 tons	CM Polaris	306003	\$91.25	\$215.00	\$306.25
24	Maintenance Shop Upper Breakroom #2	5 tons	Abell-Howe	726104	\$151.25	\$275.00	\$426.25
25	Filter Building	5 tons	Shawbox	L6-64365	\$151.25	\$275.00	\$426.25
26	Dechlor	2 tons	R&M	166594CS1	\$111.25	\$235.00	\$346.25
27	Utility Pump (NPW) lower	2 tons	Shawbox	L5-62357	\$111.25	\$235.00	\$346.25
28	Utility Pump (NPW) upper	2 tons	Shawbox	L5-62358	\$111.25	\$235.00	\$346.25
29	Chlorine (Sec Trt)	2 tons	Shawbox	L6-64176	\$111.25	\$235.00	\$346.25
30	Blower Room (Sec Trt)	10 tons	Shawbox	K5-62344	\$201.25	\$325.00	\$526.25
31	Sec Sludge A lower	2 tons	Shawbox	L5-62345	\$111.25	\$235.00	\$346.25
32	Sec Sludge A upper	2 tons	Yale	W305050a	\$111.25	\$235.00	\$346.25
33	Sec Sludge B upper	2 tons	Coffing	WR34106dz	\$111.25	\$235.00	\$346.25
34	Sec Sludge B lower	2 tons	Shawbox	L6-64175	\$111.25	\$235.00	\$346.25
35	FEB A upper	3 tons	Shawbox	L5-62351	\$121.25	\$245.00	\$366.25
36	FEB A lower	3 tons	Shawbox	L5-62350	\$121.25	\$245.00	\$366.25
37	FEB B upper	3 tons	R&M	150729RF1	\$121.25	\$245.00	\$366.25
38	FEB B lower	3 tons	R&M	130448RF1	\$121.25	\$245.00	\$366.25
39	Sludge Trans	2 tons	Shawbox	L5-62352	\$111.25	\$235.00	\$346.25
40	Lift Station A (LS1)	10 tons	Shawbox	K5-62348	\$201.25	\$325.00	\$526.25
41	Lift Station B (LS2)	15 tons	Shawbox	K5-64996	\$221.25	\$345.00	\$566.25
42	Prelim A lower	2 tons	Shawbox	L6-62346	\$111.25	\$235.00	\$346.25
43	Prelim A upper	3 tons	Shawbox	L5-62349	\$121.25	\$245.00	\$366.25
44	Prelim B lower	2 tons	Shawbox	L6-64274	\$111.25	\$235.00	\$346.25
45	Prelim B upper	5 tons	Shawbox	L6-64364	\$151.25	\$275.00	\$426.25
46	Blower Room – C	7.5 tons	Gaffey	MDT-07 Elec	\$176.25	\$300.00	\$476.25
47	Preliminary Treatment – C	5 tons	Gaffey	MDT-05 Elec	\$151.25	\$275.00	\$426.25
48	Secondary Sludge – C	5 tons	Northline	TRE-SC	\$151.25	\$275.00	\$426.25
Total for these locations							\$10,945.00
Building Location #22 - #37 NORTH Pumping Stations & Reservoir Maintenance Division & South Service Center 3616 S. 1st Street, Austin, TX Jaime Pruneda (512) 972-0530 Willie Walker (512) 972-0504							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
49	901 Koenig Lane	3 tons	Manning Maxwell Moore	Manual	\$121.25	\$245.00	\$366.25
50	North Austin Reservoir, 5802 N. Lamar	7.5 tons	Curtis	Electric	\$176.25	\$300.00	\$476.25
51	8100 Spicewood Lane	6 tons	Dresser	Electric	\$161.25	\$285.00	\$446.25
		5 tons	Gaffey	Manual	\$151.25	\$275.00	\$426.25

52	Forest Ridge, 8115 1/2 Aralia Drive	3 tons	Gaffey	Elec/Manual	\$121.25	\$245.00	\$366.25
53	Four Points, 6600 1/2 Sitio Del Rio Blvd	4 tons	Landel	Elec/Manual	\$121.25	\$245.00	\$366.25
54	7329 McNeil Drive	10 tons	Anchor	Electric	\$201.25	\$325.00	\$526.25
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
55	9526 Hwy 290 East - Main Pump Area	10 tons	ACCO	Electric	\$201.25	\$325.00	\$526.25
56	9527 Hwy 290 East - Mezzanine	2 tons	Coffing	Electric	\$111.25	\$235.00	\$346.25
57	Howard Lane, 13812 Avenue I	15 tons	Shawbox	Electric	\$221.25	\$345.00	\$566.25
58	Lakecreek Pump Stn 10515 1/2 Mellow Meadows	2 tons	CM Lodestar	Electric	\$111.25	\$235.00	\$346.25
59	South Service Center - Main Shop 3836 S. First Street	10 tons	Shawbox	Electric	\$201.25	\$325.00	\$526.25
60	South Service Center- Welding Area 3636 S. First Street	1 ton	Coffing	Electric	\$111.25	\$235.00	\$346.25
61	51st Street Reservoir 2203 1/2 E 51 St	2 tons	Cuffing	Electric	\$111.25	\$235.00	\$346.25
		1 ton	Abell-How /W Budget Hoist	Electric	\$111.25	\$235.00	\$346.25
62	700 South Center Street	3 tons	Cyclone	Manual	\$121.25	\$245.00	\$366.25
63	Anderson Mill NWC Reservoir 12006 FM 2769, 1st Floor	3 tons	Yale/R&M Materials Handling Bridge	Electric	\$121.25	\$245.00	\$366.25
		1 ton	Yale/R&M Materials Handling Bridge	Electric	\$111.25	\$235.00	\$346.25
64	Avery Ranch Reservoir 13115 1/2 Avery Ranch Blvd, 2nd Floor	1 ton	Gillespie/Contrx Industries Wall	Electric	\$111.25	\$235.00	\$346.25
65	Riverplace WTP, 8825 1/2 Big View Drive, Chlorine Bldg	3 tons	Coffing	Electric	\$121.25	\$245.00	\$366.25
66	Riverplace Booster PS, 10992 1/2 Range View Drive	2 tons	CM	Manual	\$111.25	\$235.00	\$346.25
Total for these locations							\$20,735.00
Building Location #38 - Govalle Wastewater Treatment Plant 911 Linger Lane Austin, TX Jim Dias (512) 972-1434 Ellery Studivant (512) 972-0610							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
67	Maintenance Shop	5 tons	Gaffey	113966-3	\$151.25	\$275.00	\$426.25
68	Chlorine Bldg.	2 tons	Halbert	S2-19M215	\$111.25	\$235.00	\$346.25
69	A Plant	5 tons	Shawbox	7521	\$151.25	\$275.00	\$426.25
70	B Plant	10 tons	MMM	20-9-30	\$201.25	\$325.00	\$526.25
71	C Plant	10 tons	MMM	16-9-87	\$201.25	\$325.00	\$526.25
72	D Plant	6 tons	Wright	Speedway, Elec	\$161.25	\$285.00	\$446.25
Total for these locations							\$2,697.50
Building Location, Water Treatment Plant #4 6800 N. FM 620 Austin, TX Adam Landry (512) 972-2255 Mark Penton (512) 972-2201							
Item	Building location	Crane Size Capacity	Manufacturer	Model Type	Safety Inspection	Electrolysis Ultrasonic Testing	Total Cost
73	Maintenance Shop	10 tons	Ace-Gaffey	Electric	\$201.25	\$325.00	\$526.25
74	Low Service Pump Station	60/3 tons	Anchor	Electric	\$321.25	\$945.00	\$1,266.25
75	Centrifuge Building	10 tons	McKinnon Corp	Electric	\$201.25	\$325.00	\$526.25
76	Lime Building, 2nd floor	.5 ton	Thern Inc.	N/A	\$91.25	\$215.00	\$306.25
77	Lime Building Roof	.5 ton	Thern Inc.	N/A	\$91.25	\$215.00	\$306.25

78	Centrifuge Building	.5 ton	Thern Inc.	N/A	\$91.25	\$215.00	\$306.25
Total for these locations							\$3,237.50
TOTAL FOR ALL LOCATIONS							\$48,200.00

SECTION 2 - ADDITIONAL SERVICES (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

The City may wish to additional services, Please provide pricing for services listed below. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase however may be needed during the contract.

Mileage per trip shall not exceed 250 miles. Mileage will be verified with the current Texas Mileage Guide and Texas State Travel Guide: <http://comptroller.texas.gov/>

Please list any additional services your Company offers and the associated discount off retail price or mark-up to cost for the listed services. A bid of zero ('0') will be interpreted by the City that all services will be provided at retail price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional services. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional

Item	Description of other Services or Products	Price	Unit of Measure
79	Emergency Services - additional cost to bid price	110.00	Per Call
80	Road Service (includes transportation and travel time for 1 technician)	0.58	Per Mile
81	Road Service (includes transportation and travel time for 2 technicians)	1.15	Per Mile
82	Labor Rate for maintenance or repairs	60.00	Per Hour
83	Part Mark-up on repair parts	0.10	Per Part

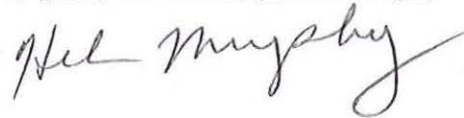
Please check the boxes below as confirmation.

X	Offer Sheet - required
X	Bid Sheet (Section 0600) -required
X	Local Business Presence Identification Form (Section 0605) - required
X	Reference Sheet (Section 0700) -required
X	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
X	Nonresident Bidder Provisions (Section 0835)- required
X	Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required
X	Copy of Certification documentation for technicians
X	Sample Invoice - Required
X	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
X	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: Helen Murphy PHONE NUMBER: 734-789-9099

PRINTED NAME: Helen Murphy

EMAIL ADDRESS: hmurphy@royalarc.com



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	Not Applicable	
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	None	
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 SheetResponding Company Name Royal Arc Welding Company

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

1. Company's Name City of Austin
Name and Title of Contact Lydia Torres - Contract# MA 2200 NA160000105
Project Name Inspection and Testing Stationary Cranes
Present Address Austin Water Department
City, State, Zip Code _____
Telephone Number (512) 972-0329 Fax Number () _____
Email Address lydia.torres@austintexas.gov
2. Company's Name PLEASE SEE ATTACHED REFERENCES
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 _____

References and Past Performances

IFB # GLB0055

Qualifications and References:

I. US Army Fort Hood

- 1) Services include Monthly Overhead Crane Maintenance including Load Testing and Repairs.
- 2) Contract # W9126G-13-C-0028
- 3) Started May 10 2013 through May 9, 2018
- 4) Base Year Price = \$628,632.25
- 5) Richard Feller
819 Taylor Street
Fort Hood, TX 76102
Phone # 817-886-1165
E-mail: Richard.feller@usace.army.mil
- Andrea Westcott
Bldg 4610 Engineer
Fort Hood, TX 76544
Phone # 254-553-0536
E-mail: andrea.l.westcott.civ@mail.mil
- 6) Contract is for base year and (4) option years to inspect, certify and repair overhead cranes at various locations on base for over 290 units. Royal Arc has a work schedule to inspect and repairs a set number of units on a monthly schedule. Upon completion of the base year Royal Arc will continue with the annual inspections and load test and repairs on as need base. Option Year 1 – 4 price = \$386,488 per year.

II. City of Dallas

- 1) Services include Overhead Gantry Crane Inspection, Maintenance, Repair, Parts & Load Testing
- 2) Contract # BQ1520
- 3) Blanket 3 year contract from January 2016 to January 2019
- 4) Contract Price \$428,645.00
- 5) Terra Carter
1500 Marilla, #FN
Dallas, TX 75201
Phone # 214-670-3413
E-mail: terra.carter@dallascityhall.com

III. City of Austin

- 1) Services include Inspection & Testing Stationary Cranes for Austin Water Department
- 2) Contract # MA 2200 NA 160000105
- 3) Blanket 3 year contract from May 2016 – May 2019
- 4) Contract Price \$119,193.00
- 5) Lydia Rodriguez Torres
625 E 10 Street, Suite 500
Austin, TX 78701
Phone # 512-972-0329
Fax # 512-974-2388
E-mail: Lydia.torres@austintexas.gov

References and Past Performances

IFB # GLB0055

IV. Worthington Industries

- 1) Services vary from new cranes, inspections and repairs to all related cranes and hoist services.
- 2) Numerous contracts/jobs throughout company.
 - Steel Manufacture with multiple locations throughout the United States
 - Royal Arc holds long term contracts with Worthington Industries facilities located in Baltimore, MD (Tri-Annual Crane Inspections) Decatur AL (Annual Crane Inspections), Porter IN (Quarterly Crane Inspections) and Columbus OH (Crane removal, refurbishment, including upgrading and inspections).
 - Royal Arc began their affiliation with Worthington in 1985 starting in the Michigan area that includes the Taylor, MI facility in which we continue to do Monthly Crane Inspections.
- 3) Providing services since 2001.
- 4) Dollar amount for inspections vary on size of units and type of inspections requested, Magnaflux and ultraviolet dye Penetrant test, load test, etc.
 - Contract – Crane Renovation and replacement Project dated June 19th, 2008 for the Worthington Steel – Columbus OH Plant for \$344,869.86.
- 5) Doug Ritchey

1127 Dearborn Drive
Columbus, OH 43085
Office Phone # 614-840-3605 Cell # 614-266-8863
Fax # 614-438-3150
E-mail: dmritche@worthingtonindustries.com
Website: www.worthingtonindustries.com
- 6) List of jobs required at various locations (including brief summary of the requirements):
 - Columbus, OH, Crane upgrade project 2008 including removal and replacement of existing crane system that we continue to inspect annually.
 - Porter IN, Bi Monthly and Quarterly Crane, Hoist & Lift Inspections (multiple units) since 2003 until the present.
 - Jackson, MI, Annual Crane and Hoist Inspections for (11) units starting in 2003 until the present.
 - Decatur, AL, Annual Inspections of Lifting Devices since 2010
- 7) All contracts remain current up to and including 2016.

V. Altus AFB

- 1) Semi-Annual and Monthly Crane & Hoist Maintenance and Repairs with Annual Load Testing.
- 2) Contract # FA4419-14-P-0011
- 3) Started November 7th, 2013 through November 6th, 2018
- 4) \$224,650.00 for (5) years.
- 5)

Adriana Campbell 308 North 1 st Street Bldg 52 Ste.2301 Altus AFB, OK 73523 Phone # 508-481-7234 E-mail: adriana.campbell@us.af.mil	Clifford Flynn 401 L Avenues Altus AFB, OK 73523 Phone # 580-481-5675 E-mail: cliffor.flynn@us.af.mil
--	--
- 6) Semi-Annual Inspections of crane and hoist with monthly preventative maintenance

References and Past Performances

IFB # GLB0055

VI. Metropolitan Government of Nashville

- 1) Services include cranes and hoist inspections, repairs and load testing.
- 2) Various locations throughout the City of Nashville,
 - Including Metro Water Services and Wastewater Treatment Plants.
- 3) Providing services since 2011 through 2016.
- 4) Dollar amount for inspections vary on size of units and type of inspections requested, magnaflux and ultraviolet dye penetrant test, load test, etc. Contract without repairs included = \$79,325.00 total.
- 5) Michael Clinton
 - 1600 2nd Avenue North
 - Nashville, TN 37208
 - Phone # 615-862-4897
 - Fax # 615-862-4996
 - E-mail: Michael.clinton@nashville.gov
 - a) Manager of Central Wastewater Treatment Plant.
- 6) List of jobs required at various locations (including brief summary of the requirements):
 - Central Wastewater Treatment Plant, Annual Crane and Hoist Inspections, currently completed major repair to Clam Shell Crane May 2012.
 - Whites Creek Wastewater Treatment Plant, Crane and Hoist Inspections March 2012 until the present.
 - Dry Creek Wastewater Treatment Plant, Crane and Hoist Inspections May 2012 until the present.
 - Fleet Maintenance, including Heavy Vehicle & Light Vehicle Shops, Crane and Hoist Inspections May 2012 until the present.

VII. Fort Stewart & Hunter Army Airfield

- 1) Quarterly Crane & Hoist Inspections with Annual Load Testing for (123) Units
- 2) Contract # W9124M-14-P-0152
- 3) Starting September 8th, 2014 – July, 2017
- 4) \$165,472.20 per year
- 5) John Wing COR
 - 399 Stephen Douglas Street
 - Hunter Army Airfield, GA 31409
 - Phone # 912-315-3604
 - E-mail: edward.j.wing.civ@mail.mil
- James Frye
 - 976 William H Wilson Avenue Ste 100
 - Fort Stewart, GA 31314
 - Phone # 912-767-6939
 - E-mail: james.r.frye20.civ@mail.mil
- 6) Base Year with (2) option years for Quarterly inspection with an Annual Load test per unit during one of the inspections

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

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

Sanctions:

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

Term:

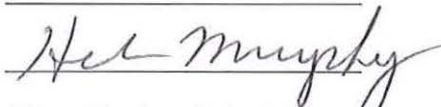
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees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

Dated this 12 day of June, 2017

CONTRACTOR

Royal Arc Welding Company

Authorized Signature



Title

Helen Murphy - Sales Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Royal Arc Welding Company

- 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: Non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: NO 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: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: GLB0055

SOLICITATION TITLE: INSPECTION & TESTING OF STATIONARY CRANES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

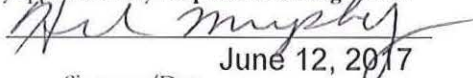
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Royal Arc Welding Company		
City Vendor ID Code	V00000934390		
Physical Address	23851 Vreeland Road		
City, State Zip	Flat Rock, MI 48134		
Phone Number	734-789-9099	Email Address	hmurphy@royalarc.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Helen Murphy - Sales Manager


June 12, 2017

Name and Title of Authorized Representative (Print or Type)

Signature/Date

ROYAL ARC

Industrial Services

Cranes



Material Handling



Fabricators



Training

June 13, 2017

City of Austin
124 W 8th Street, Rm 308
Austin, TX 78701
512-974-2939

Attention: Georgia Billela
Subject: Inspections and Testing Stationary Crane Service
Solicitation No.: IFB GLB0055

Royal Arc Welding Company is a small business our Duns # is 151414075 and our Federal Tax Identification # is .
Royal Arc Welding Company can offer you 65 years of experience in service, training and manufacturing and is pleased to offer the following technical proposal for your consideration.

Royal Arc Crane Service has Certified Crane Technicians who are qualified and dedicated in providing quality on time service and repairs. Royal Arc stands behind our service and will guarantee that all hoist repairs will be brought to the original Manufacturer's Specifications. In addition Royal Arc offers a standard warranty on "Inspections" that covers a period of 90 days for labor and parts. Royal Arc's Crane Inspections are more than visual profile of your crane system.

In 1997 Royal Arc added Ron Davis, Director of Crane Division to assist with the operation of the company. Mr. Davis will co-ordinate with our Project Manager; David Lee your inspection needs and confirm our certified technician's permits are current. Our certified technicians are located throughout the country; the technicians assigned to this contract will come from our shop in Waco, TX area. Royal Arc has their own fleet of trucks and equipment necessary to complete your inspections as requested. We have our own lift and mobile crane if the job requires it.

Ron Davis and David Lee's resume and training verification is included for your review along with our Lead Technician Evan Piscitello. If awarded this contract we can provide all certification and permits needed for the technician that would be assigned for this contract.

Royal Arc will supply all necessary tools, equipment and Certified Crane Technicians to complete your OSHA Crane and Hoist Inspection as indicated on IFB GLB0055. These inspections will be performed using our standard crane and hoist inspection form which is attached for your review. During these inspections, we will make adjustments and minor repairs including tightening of electrical connections, adjusting brakes and check motor brushes, rings and filling oil levels with the proper gear oils. **The costs for Complete Safety Inspection are listed on Bid Sheet in Column 1.**

Inspection exclusion: Royal Arc does not include the following items in our inspection and maintenance program; brakes with complete disassembly needed, permanently sealed gear boxes or anything with concealed internal parts.

Royal Arc will also supply all necessary tools, equipment, material, labor and supervision to complete an **Annual Load Tests**. Certified load cells calibrated within one year are used for Static Load testing to provide a more stable and accurate test for safety. Test loads shall not be pulled greater than 125% of the rated load unless otherwise recommended by the manufacturer. **The costs for Electrolysis Ultrasonic Testing w/Load Testing are listed on Bid Sheet in Column 2.**

Royal Arc will also supply all necessary tools, equipment, material, labor and supervision to complete an Annual Magnaflux and Ultraviolet Dye Penetrate Test on all required hooks and lifting devices. **(Required annually per ASTM-A275-83)**

Following the inspections, all OSHA documentation requirements will be submitted for your files on individualized reports (Digital or hard copies). In addition, any repairs or areas of concern will be quoted separately.

Indiana Office

0640 County Road 27
Ashley, IN 46705
(260) 587-3711 Fax (260) 587-3712



Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
(734) 789-9099 Fax (734) 789-9023



Texas Office

5900 Franklin Ave. Suite 1
Waco, TX 76710
(254) 732-7572 Fax (254) 856-0647



Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our

Web site at www.royalarc.com or www.royalarc.org

City of Austin will be responsible for providing a free and clear accessible work area. Any unexpected delays caused by City of Austin will be charged at an applicable hourly rate.

Inspections will be completed by non-union labor during standard business hours, Monday through Friday from 7:30am to 4:30pm.

Inspections will be scheduled following receipt of contract.

Payment Terms: Net 30 Days (Visa, MasterCard, and American Express Accepted)

This proposal remains in effect 60 days from the date of this correspondence.

If in review of this information any questions arise, please do not hesitate to contact our office at 734-789-9099.

Thank you for choosing Royal Arc for your Annual OSHA Inspection needs. We look forward to scheduling your upcoming inspection.

Sincerely,

Helen Murphy



Sales Manager

Government Procurement Specialist

Royal Arc Welding Company

Toll Free: 888-829-9099

E-mail: hmurphy@royalarc.com



www.royalarc.org, www.royalarcslings.com, www.royalarctraining.com

Please Visit our Facebook page:



Contract Holder

Attachments:

- Offer Sheet Pg 1 – 3
- Section 0600 – Bid Sheet
 - ✚ Royal Arc Summary Price Sheet
 - ✚ Sample Invoice
- Section 0605 – Local Business Presence Identification Form
- Section 0700 – Reference Sheet
 - ✚ Royal Arc Past Performances & References
- Section 0800 – Non-Discrimination & Non-Retaliation Certification
- Section 0835 – Non-Resident Bidder Provisions
- Section 0900 – Subcontracting / Sub-Consulting Utilization Form
- Royal Arc Technical Quote w/Sample Crane Inspection Form
- Ron Davis, David Lee & Evan Piscitello – Resume & Certifications
- OSHA Regulations & Crane Service Inspection Procedures
- Load Test Advisory & Load Test Procedures
- Royal Arc Plan for Safety & Crane Services Publications
- Original Copy & Electronic Thumb Drive Copy

CUSTOMER:			DATE:			BUILDING:		
ADDRESS:			LOCATION:				RAW #:	
CITY, STATE:			TYPE:	DG	SG	TR	UH	MONO
JOB #:		VOLTAGE:			OPERATED BY:	CAB	PENDANT	RADIO

ITEM	DESCRIPTION	N/A	CODE	CODE KEY:		
RUNWAYS	1. RAILS / BEAM			A = ADJUSTED C = CLEANING REQ. D = DANGEROUS	G = GREASE/LUBE M = MONITOR REQ. R = REPLACE/INSTALL	X = ACCEPTABLE Z = ADDITIONAL COMMENTS
	2. MAIN LINE CONDUCTORS					
	3. MAIN LINE FESTOON / COLLECTORS					
	4. END STOPS & BUMPERS					
PENDANT	5. S/O CORD / STRAIN RELIEF			COMMENTS:		
	6. OSHA STOP/START					
CONTROLS	7. PUSH BUTTONS					
	8. BRIDGE					
	9. TROLLEY					
	10. HOIST					
RESISTORS	11. CONTACTORS					
	12. WIRING					
	13. MAIN LINE DISCONNECT					
	14. BRIDGE					
BRIDGE	15. TROLLEY					
	16. HOIST					
	17. MOTOR					
	18. MOTOR BRAKE					
	19. GEAR CASE / OIL					
	20. SHAFT COUPLINGS & BEARINGS					
	21. GUARDS & COVERS					
	22. WHEELS					
HOIST	23. WARNING LIGHT / ALARM			CRANE MANUFACTURER: CAPACITY: CRANE SERIAL #: HOIST MANUFACTURER: HOIST SERIAL #: HOIST MODEL #: TECHNICIAN(S)		
	24. GIRDER END TRUCK CONNECTION					
	25. CAPACITY / CLASS RATING SIGNS					
	26. MOTOR					
	27. MOTOR BRAKE					
	28. EDDIE BRAKE / LOAD BRAKE					
	29. GEAR CASE / OIL					
	30. UPPER SHEAVE NEST / LOAD SPROCKET					
	31. COUPLINGS					
	32. GEARS & BEARINGS					
	33. GUARDS & COVERS					
	34. HOOK BLOCK / BLOCK SHEAVES					
	35. HOOK SAFETY LATCH					
	36. CABLE / CHAIN					
	37. ROPE DRUM / CHAIN BUCKET					
	38. LIMIT SWITCH					
TROLLEY	39. MOTOR					
	40. MOTOR BRAKE					
	41. COUPLINGS					
	42. GEAR CASE / OIL					
	43. GEARS & BEARINGS					
	44. FRAME					
	45. WHEELS					
	46. END STOPS & BUMPERS					
	47. RAILS / BEAM					
	48. CONDUCTORS					
	49. COLLECTORS					
	50. FESTOON SYSTEM					

CUSTOMER'S SIGNATURE: _____

Ron Davis
Director of Crane Division for Royal Arc and Certified Training Instructor

Ron Davis Industrial Career Biography

Ron Davis has been involved in Safety throughout his career. He entered Western Michigan University in 1965 after graduating from Schafer High School in Southgate, Michigan and studied Industrial Education. After working as an educator in the Garden City School District for five years, Ron returned to school at Eastern Michigan University to pursue his Masters Degree in Industrial Education. During his schooling, Ron took a job directing twelve aluminum siding warehouses. He continued his industrial career as a GM, plant manager and Director of Marketing Administration & Distribution with various companies. Ron began his training career with Royal Arc in 1997, and since has expanded his training portfolio. In addition to conducting Industrial training for Royal Arc employees, and customers, Ron is Royal Arc's Crane Director, lending his 30+ years of experience to provide exceptional customer service to companies in the industrial field, while continuing to travel throughout the country conducting Safety and Awareness Training Seminars.

EDUCATION AND TRAINING ACCREDITATIONS:

- Western Michigan University, Kalamazoo, MI
 - Industrial Education Major
- Eastern Michigan University, Ypsilanti, MI
 - Pursuit of Masters Degree in Industrial Education
- LiftTech – Muskegon, MI
 - Crane & Hoist Repair Training
 - Crane & Hoist Sales Training
- CM Rigging School – New York
 - Rigging Training
- Coffing Hoist
 - Hoist Repair Training
 - Coffing Hoist Product Engineering
- Instructor, US Army Corps of Engineers – Walla Walla District (WA, OR and ID)
- Instructor, Defense Logistic Agency – Distribution Facility, Anniston, AL
- Additional Training
 - American Red Cross Certified AED/CPR/First Aid
 - University of Cincinnati, Material Handling Dynamics, OH
 - Columbus McKinnon Product Engineering, Bedford NY
 - Lift Tec, Yale Budget, Muskegon, MI
 - Zenar Crane Assemble & Installation, Oak Creek, WI
 - NCCCO Certified Crane Operator and Practical Examiner

PROFESSIONAL ACTIVITIES:

- Director of Crane Division and Certified Safety Instructor at Royal Arc
- Conducted OSHA Mandated Safety Seminars as an Authorized OSHA Outreach Trainer
- Director of Marketing Administration & Distribution for aluminum siding manufacturer
- Plant Manager for steel service center
- GM for crane service company

Royal Arc Industrial Services
23851 Vreeland Road
Flat Rock, MI 48134
734-789-9099

ROYAL ARC

Employee Identification

Corporate Project Director



Authorized By:

Royal Arc Welding Company

23851 Vreeland Road
Flat Rock, MI 48134

Name: **Ronald Davis Jr**

ID No.: **706000054** Hair Color: **Gray** Eye Color: **Blue**

◆ Corporate Toll Free: (888) 829-9099 ◆



Ronald Davis Jr

Industrial Trucks (Part 29 1910.178)

- ☒ Counter Balanced
- ☒ Order Picker Lift Truck
- ☒ Side Loader
- ☒ Reach Truck
- ☒ Straddle Truck
- ☒ Rough Terrain Truck
- ☒ Industrial Tractor

Safety Equipment (QCI-96)

- ☒ PPE
- ☒ Respirator
- ☒ Fall Protection
- ☒ First Response

Overhead Crane (Part 29 1910.181)

- ☒ Top Running & Gantry
- ☒ Under-hung & Monorails
- ☒ Rigging Equipment
- ☒ Signal Person
- ☒ Qualified Rigger

Lock-Out/Tag-Out (Part 1910.147)

- ☒ Authorized
- ☒ Affected
- ☐ Other

Special Skills & Certifications

- ☒ Authorized Crane Maintenance Technician
- ☒ Qualified Crane Inspector & Service Technician

Confined Space (Part 29 CFR 1910.146)

- ☒ Limit Access
- ☒ Safety Rescue
- ☒ Air Monitoring
- ☒ Risk Assessment

Mobile Equipment (Part 29 1910.180)

- ☒ Cranes
- ☒ Boom Truck
- ☒ Man Lifts
- ☒ Scissor Lifts
- ☒ Articulating Boom

Ronald Davis Jr has undergone various training seminars focusing on the safe operation of above. The employee has passed Classroom training as well as testing. Employee is hereby factory certified and therefore may Perform Inspections, Maintenance, Service, and Repairs on the equipment listed above

David Lee
Government Project Manager for Royal Arc

David Lee Industrial Career Biography

David Lee has been involved in Industrial Service Industry throughout his career. He entered United States Army in 1986 after graduating from Johnson Creek High School in Johnson Creek, Wisconsin. Throughout his Army career he acquired skills as a leader, troubleshooting technical equipment, tactical and strategic planning, as well as mechanical maintenance. David is recognized as a highly remarked veteran that distinctively represents his strong work ethic. After his 21 year service, David started a career in 2007 as a Sales Consultant at Tomkinson Dealer, where he utilized strong interpersonal skills and self motivation. Though David only remained at Tomkinson Dealer for a short period of time he was still recognized for outstanding salesmanship. He received performance accolades for the Top Salesman. Following a great achievement, He began a career in the industrial world. David started work at Buchanan Hauling in 2008 as a Professional Recruiter and Trainer. He played an integral role in the increase of the company's fleet by indentifying the right candidates. After 5 years at Buchanan, David sought other growth opportunities, which landed him at Royal Arc. In his current role as Government Project Manager at Royal Arc Welding, he proves to the company he is more than skilled to conduct the responsibilities of this role. David knows success and instills that in all of his government technician crew. This characteristic is shaped by his 20 years experience in the art of Military leadership. Other demonstrated skills: proven ability to understand and convey complex information, develop positive rapport, and a strong ability to complete projects within time restraints. He works well under pressure with excellent decision-making abilities, computer literate, and exemplary dedication to high work ethic.

EDUCATION AND TRAINING ACCREDITATIONS:

- Johnson Creek High School (1986)
 - General Studies
- Colorado Technical University (2005 – 2007)
 - Bachelor of Arts in Business Marketing
- U.S. Army (1986-2007)
 - Skills – Leadership, Survival, Weapons, Planning, and Maintenance
- Department of Transportation Load Securement Certifications (2012)
 - Various OSHA Safety Certification (2013, 2014, 2015)

PROFESSIONAL EXPERIENCE:

- Project Manager– Royal Arc Welding (October 2013- Present)
 - Coordinate Internal resources and third parties/vendors for the flawless execution of projects
 - Interact with customers and relay information to management.
 - Travel throughout the United States to job sites.
 - Assist in the definition of project scope and objectives, ensuring technical feasibility
 - Develop a detailed project plan to monitor and track progress
 - Perform risk management to minimize projects risks
 - Ensure resource availability, allocation and scheduling
 - Manage changes to project scope, schedule, and cost
 - Knowledge with Inspection, trouble shooting and repairing cranes, lifting devices and OSHA regulations
- Driver Recruiter/ Driver Liaison / Safety Trainer – Buchanan Hauling Rigging (September 2008- October 2013)
 - Design and implement overall recruiting strategy, Company image and report to upper Management
 - Screen candidates resume, job applications, conduct Interviews, assess their knowledge, skills and experience
 - Read maps and travelled accordingly.
 - Read and calculate weights and measurements of materials.
 - Electrical and mechanical work on semi-tractor and trailers.

- Active participant in the orientation process
- Positively affect driver retention by creating friendly relationship to communicate with driver's issues.
- Prepare Classroom / outside for daily training
- Prepare material for Hands on training, test, videos, etc.
- Conduct Safety Training for Load Securement, log books and Federal Regulations and Inspections for Semi trucks and different types of Trailers

➤ Sales Consultant – Tomkinson Dodge (2007-2008)

- Identified and resolved customers decision barriers to close sales
- Keen understanding of human buying motive
- Use sales techniques and directives to reach selling goals

➤ US Army (September 1986 – September 2007)

- Directed subordinates and superiors by providing tactical and technical guidance.
- Communicated urgent orders and directions effectively to a team of 6 to 150 personnel at anytime.
- Surveyed and analyzed intelligence reports, maps and resources to plan an effective action plans
- Operated and maintained equipment worth \$2.5 million in peacetime and combat
- Planned, resourced, executed and supervised training for 6 to 150 personnel and equipment in basic skills to advance survival techniques.
- Forecasted and adjusted decisions in a high-pressure environment
- Preventative maintenance, trouble shooting and repair of weapons systems to keep zero hours of operational downtime.
- Responsible for the professional development of subordinates and accountability for the morale, health and welfare of 6 to 150 personnel.

➤ Performance Recognition

- Top Salesman – Nov. 2007, Jan. 2008, Mar. – April 2008
- Top Recruiting Office Manager – 1,3,4 Quarter 2006; 2,3,4 Quarter 2005; 1,2 Quarter 2004
- Top Small Recruiting Office – 2nd Quarter 2005
- Top Large Recruiting Office – Feb./Mar./Oct. 2005 ; Feb. – July 2006

➤ Certifications

- Hoist Repair Training
- Crane Maintenance & Inspection Training
- Fall Protection
- Aerial Lift
- Lock Out Tag Out
- General Industry Safety- Powered Industrial Trucks
- Hazard Communication
- Crane and Rigging
- Mobile Equipment - Fork Truck, Boom truck, Scissor Lift, Man Lifts, Hi Lo
- Management Essentials
- Marketing research
- Project Planning
- Business in the Global Environment
- Business Fundamentals
- Organizational Systems Improvement
- Sales and Marketing
- Human Resources Development
- Basics of Accounting and Finance

Royal Arc Industrial Services
23851 Vreeland Road
Flat Rock, MI 48134
734-789-9099

ROYAL ARC INDUSTRIAL SERVICES: TOLL FREE NUMBER: 888-829-9099

ROYAL ARC

Employee Identification

Project Manager

Fort Hood Overhead Crane Maintenance Contract: W9126G-13-C-0028



Authorized By:

Royal Arc Welding Company

**0640 County Road 27
Ashley, IN 46705**

Name: David Lee

ID No.: 706000070 Hair Color: Blonde Eye Color: Blue

◆ **Corporate Toll Free: (888) 829-9099** ◆



David Lee

Industrial Trucks (Part 29 1910.178)

- ☒ Counter Balanced
- ☒ Order Picker Lift Truck
- ☒ Side Loader
- ☒ Reach Truck
- ☒ Straddle Truck
- ☒ Rough Terrain Truck
- ☒ Industrial Tractor

Safety Equipment (OSHA-1910.132)

- ☒ PPE
- ☒ Respirator
- ☒ Fall Protection
- ☒ First Response

Overhead Crane (Part 29 1910.181)

- ☒ Top Running & Gantry
- ☒ Under-hung & Monorails
- ☒ Rigging Equipment
- ☒ Signal Person
- ☒ Qualified Rigger

Lock-Out/Tag-Out (Part 1910.147)

- ☒ Authorized
- ☒ Affected
- ☐ Other

Special Skills & Certifications

- ☒ Authorized Crane Maintenance Technician
- ☒ Qualified Crane Inspector & Service Technician

Confined Space (Part 29 CFR 1910.146)

- ☒ Limit Access
- ☒ Safety Rescue
- ☒ Air Monitoring
- ☒ Risk Assessment

Mobile Equipment (Part 29 1910.180)

- ☒ Cranes
- ☒ Boom Truck
- ☒ Man Lifts
- ☒ Scissor Lifts
- ☒ Articulating Boom

David Lee has undergone various training seminars focusing on the safe operation of above. The employee has passed Classroom training as well as testing. Employee is hereby factory certified and therefore may Perform Inspections, Maintenance, Service, and Repairs on the equipment listed above

ROYAL ARC

Industrial Safety Training Division

This is to Certify David Wayne Lee

Has satisfactorily participated in Royal Arc's Crane Maintenance & Inspection 3-Day Refresher Training Course (OSHA 1910.179 Overhead Cranes, ASME B30.2, ASME B30.11 Under-hung Cranes & Monorails, ASME B30.16 Hoisting Units, OSHA 1910.184 Slings)

Training Held at:
Royal Arc Training Facility
0460 County Road 27
Ashley, Indiana 46705



Ron Davis – Certified Crane Inspector

April 4th - 8th, 2015

Certification Date



Joseph Rosen – Certified Industrial Training Coordinator



Robert Siemens – Sr. Certified Training Instructor

Crane Maintenance & Inspection Refresher Training

Course Code: ICMT-103

Section: 14-08-101

Royal Arc Crane Services

23851 Vreeland Road
Flat Rock, MI 48134

PH: 266-587-3711 ♦ FX: 260-587-3712

For Services or safety training offered please email Royal Arc at: Info@royalarc.com

Visit our website @ www.royalarc.com www.royalarcslings.com www.royalarcctraining.com

Evan Piscitello
Government Project Lead Technician for Royal Arc

Evan Piscitello Industrial Career Biography

Evan Piscitello has been involved in Industrial Service Industry throughout his career. He entered United States Army in 1993 after graduating from Nazareth Area High School in Nazareth, Pennsylvania. Throughout his Army career he studied Physiology, Electrical, Mechanical, Defensive Driving, Cargo Securement and Rigging. My leadership skills have been finely tuned starting in the military, progressing throughout my career. Creating team unity and working well unsupervised are some of the many qualities he brings into the work environment. After his two year service, Evan started a career in 1998 as a Service Technician (gas system installer, OTR Driver) at Alabama Butane. Evan has remained loyal to this company for 17 years. Continuing his professional career in the Service field, in 2014 Evan took up a position at Royal Arc. He expanded his portfolio in becoming the Lead Service Technician and Field Supervisor. Being able to capitalize on his talents gave him the ability to mature his professional skills- such as welding, rigging, electrical, mechanical, and managerial. Aside from professional skills Evan has portrayed excellent personal skills – Problem solving, team leadership, customer service, taking initiative, and also hone in on his training and teaching ability.

EDUCATION AND TRAINING ACCREDITATIONS:

- Nazareth Area High School (1986- 1988)
 - General Studies
- U.S. Army (1993-1995)
 - Studied - Physiology, Electrical, Mechanical, Defensive Driving, Cargo Securement and Rigging

PROFESSIONAL EXPERIENCE:

- Lead Service Technician- Field Supervisor – Royal Arc Welding (July 2014- Present)
 - Supervise and train other technicians in the field
 - Conduct inspections, load tests and repairing to various hoists, cranes, rigging equipment
 - Ensure Fall protection and prevention systems
 - Welding
 - Customer relations
- Service Technician- Alabama Butane (March 1998- 2014)
 - Design, install and service commercial and residential propane and natural gas systems
 - Service and repair commercial and residential gas and electric cooking and heating equipment
 - Welding repair
 - Heavy Equipment Operator
 - Customer Relations
 - Load Rigging
 - Timely Delivery
- Certifications
 - Hoist Repair Training
 - Crane Maintenance & Inspection Training
 - OSHA certified
 - Fall Protection
 - Aerial Lift
 - Lock Out Tag Out
 - General Industry Safety- Powered Industrial Trucks
 - Hazard Communication
 - Crane and Rigging
 - Mobile Equipment - Fork Truck, Boom truck, Scissor Lift, Man Lifts, Hi Lo

Royal Arc Industrial Services
23851 Vreeland Road
Flat Rock, MI 48134

ROYAL ARC INDUSTRIAL SERVICES: TOLL FREE NUMBER: 888-829-9099 734-789-9099

ROYAL ARC



Employee Identification & Training Credentials

**Government Department
Lead Contractor Specialist**

Authorized By:

Royal Arc Crane Division

**23851 Vreeland Road
Flat Rock, MI 48134**

Employee: **Evan Piscitello**

Hair Color: **Brown**

Flat Rock, Michigan: (734) 789-9099

ID Number: **RAW071013**

Eye Color: **Brown**

◆ Ashley, Indiana: (260) 587-3711



Evan Piscitello

TRAINING STATUS PERMIT

The employee indicated on the front of this card has undergone various training seminars focusing on Maintenance, Inspections, and Safety and has received factory authorization to inspect, service and operate the following equipment:

Part 29 1910.178 Industrial Truck

- ☒ Counter Balanced Truck
- ☒ Order Picker Lift Truck
- ☒ Side Loader
- ☒ Reach Truck
- ☒ Straddle Truck
- ☒ Rough Terrain Truck
- ☒ Industrial Tractor

QCI-96.Safety Equipment

- ☒ PPE
- ☒ Respirator
- ☒ Fall Protection
- ☒ First Response

Part 29 1910.181 Crane Training

- ☒ Top Running & Gantry Cranes
- ☒ Underhung & Monorails
- ☒ Rigging Equipment
- ☒ Signal Person
- ☒ Qualified Rigger

Part 1910.147 Lock-Out/Tag-Out

- ☒ Authorized
- ☒ Affected
- ☐ Other

Other Certifications

- ☒ Authorized Crane Maintenance Technician
- ☒ Qualified Crane Inspector

Part 29CFR1910.146 Confined Space

- ☒ Limit Access
- ☒ Safety Rescue
- ☐ Air Monitoring
- ☐ Risk Assessment

Part 29 1910.180 Mobile Equipment

- ☒ Cranes
- ☒ Boom Truck
- ☒ Man Lifts
- ☒ Scissor Lifts
- ☒ Articulating Boom

Employee has also complied with the requirements of Section 6.1 of the AWS Standard for the Qualification & Certification
Employer ON FILE Employee has undergone training, and demonstrated proper lifts.

ROYAL ARC

Industrial Safety Training Division

This is to Certify

Evan Piscitello

Has satisfactorily participated in Royal Arc's 3-Day Crane Maintenance & Inspection Training Seminar (OSHA 1910.179 Overhead Cranes, ASME B30.2, ASME B30.11 Under-hung Cranes & Monorails, ASME B30.16 Hoisting Units, OSHA 1910.184 Slings)

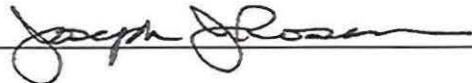
**Training Held At:
Royal Arc Training Facility
23851 Vreeland Road
Flat Rock, MI 48134**



Ron Davis – Certified Crane Inspector

August 25th, 2014

Certification Date



Joseph Rosen – Certified Industrial Training Coordinator



Robert Siemens – Sr. Certified Training Instructor

Crane Maintenance & Inspection Training

Michigan Course Code: ICMT-103

Section: 14-08-101

Royal Arc Crane Services
23851 Vreeland Road
Flat Rock, MI 48134

PH: 266-587-3711 ◇ FX: 260-587-3712

Safety & Service email address:
info@royalarc.com

Visit our website @ www.royalarc.com www.royalarcslings.com www.royalarctraining.com

Did You Know?

OSHA Crane Regulations Require:

- ✓ Initial Start-up operation test/load test. *1910.179 K-1*
- ✓ Preventive Maintenance programs based on the crane manufacturer's recommendations that are established. *1910.179 L-1* (Signed documentation required)
- ✓ A periodic inspection of an overhead crane at least once every 12 months, and as often as monthly depending upon its service class and environment. *1910.179 J-3* (Signed documentation required)
- ✓ Frequent inspections daily by a crane operator. *1910.179 J-1.ii.A*
- ✓ Frequent hook inspections with a certification record be performed. *1910.179 J-2.iii* (Signed documentation required MONTHLY)
- ✓ Frequent hoist chain inspections with certification be performed. *1910.179 J-2.iv* (Signed documentation required MONTHLY)
- ✓ Frequent wire rope inspections with certification record be performed. *1910.179 M-1* (Signed documentation required MONTHLY)

Stand-by cranes are to be inspected semi-annually, *1910.179 j-4.iii* (Signed documentation required)

A crane that has been idle for six (6) months or longer prior to placing into service must have a complete inspection. *1910.179 J-4.ii* (Signed documentation required)

QUALIFICATIONS FOR INSPECTORS

- **ASME/ANSI B30.2-1991** Specifies that cranes shall be inspected by a designated person to insure compliance with the applicable provisions of this volume.
- **OSHA 1910.179-1996, Page 511-** Defines designated as follows: selected or assigned by employer or the employer's representative as being qualified to perform specific duties.
- **ANSI B30.2-1991 and CMAA Spec#70, Rev. 1988-** Defines qualified as follows: A person who, by possession of a recognized degree, certificate or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter and work.

Indiana Office

0640 County Road 27
Ashley, IN 46705
(260) 587-3711 Fax (260) 587-3712

Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
(734) 789-9099 Fax (734) 789-9023

Texas Office

5900 Franklin Ave. Suite 1
Waco, TX 76710
(254) 732-7572 Fax (254) 856-0647

Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our
Web site at www.royalarc.com or www.royalarc.org



ROYAL ARC

Crane Service Inspection Guidelines

Indiana Office

0640 County Road 27
Ashley, IN 46705

(260) 587-3711 Fax (260) 587-3712



Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134

(734) 789-9099 Fax (734) 789-9023



Texas Office

5900 Franklin Ave. Suite 1
Waco, TX 76710

(254) 732-7572 Fax (254) 856-0647



Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419

(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our
Web site at www.royalarc.com or www.royalarc.org

Table of Contents

Introduction.....	1
Runways.....	2
Pendant.....	2
Controls.....	2
Resistors.....	3
Bridge.....	3
Hoist.....	4
Trolley.....	5

Introduction

This Inspection Guideline has been developed by one of Royal Arc's own Crane Technicians. It is intended for our Crane Service Department employees. It provides a detailed outline of our inspection criterion per our Crane Inspection Form. The following has been numbered in correlation with the Crane Inspection Sheets used in the field. Each line item from the inspection sheet has a corresponding numbered line item in this outline including information pertaining to what the item is and what to look for during an inspection. We expect every Crane Service employee to conform to these guidelines for uniformity in inspection and repair quality purposes.

RUNWAYS

1. Rails – Inspect rails for following
 - Visual of runway for alignment
 - Visual of J bolts / rail tabs
 - Visual of splice plates
 - Visual of rail, Top & Sides of ball rail
2. Main Line Conductors- Hot Rail Connection
 - Inspect the connection from the main line to the hot rail
 - Inspect the condition of the insulation of the conductors
3. Main Line Festoon / Collectors
 - Inspect the condition of the Festoon cable, Insulation
 - Inspect the Trolleys for proper operation
 - Inspect that the cable is secured in trolleys
 - Inspect that the collector assemblies are in good mechanical working condition
 - Inspect the shoes for proper even wear, check amount of wear
4. End Stops & Bumpers
 - Inspect that the end stops are secure and check striking height to crane
 - Inspect that the bumpers are in good condition and tight
 - Inspect the bumpers striking location on end stops / other crane bumpers

PENDANT

5. S/O Cord / Strain Relief
 - Inspect the condition of pendant
 - Inspect the condition of connection for the strain relief, to pendant
 - Inspect the connections @ Pendant and J- Box
 - Inspect the conditions of Pendant cord insulation
6. OSHA – Stop / Start
 - Check that Stop Start will activate and deactivate crane operation
 - Check conditions of Pushbutton / Selector switch
 - Check if crane has more that 2 functions and Stop start is installed
7. Pushbuttons
 - Inspect the Conditions of the push buttons
 - Inspect the Operation of each push buttons

CONTROLS

8. Bridge
 - Inspect the controls for the bridge function for proper operation
 - Contactors and relays for loose connections
 - Mainline contactor, Bridge forward and Reversing contactors etc...
 - Contactors tips for excessive wear or arching
9. Trolley
 - Inspect the controls for the trolley function
 - Contactor and relays for loose connections and condition of contactor tips

10. Hoist

- Inspect the controls for the hoist function for proper operations
- Contactors and relays for loose connections and conditions of contactor tips

11 Contactors

- Inspect the conductor's connections and the condition of the tips
- Check for excessive arcing in contactors
- Check for any loose connections

12. Main Line Disconnect

- Inspect the condition of the Main line disconnect enclosure, Door, Lock, Handle,
- Inspect the condition of the fuse holders, and fuses
- Inspect the condition of the conductor's insulation and connection in the main
- Verify Main Line Voltage

RESISTORS

13, 14, 15 & 16. Resistors

- Inspect the condition of the resistor bank.
- Inspect the condition of the conductor's insulation
- Inspect the connections to each resistor bank

BRIDGE

17. Motor

- Operate motor, listen for any obvious noise
- Inspect motor coupling for any slop on keyway
- Inspect motor mounting bolts are tight
- Remove Covers and inspect brushes (Wound Rotor Motors)
- Grease bearings (1 pump every 6 months)

18. Brake

- Inspect the air gap on the brake, Note findings, Adjust per customer's request
- Inspect the condition of the brake shoes
- COIL BRAKES Remove the cover and inspect the discs for wear and cracks
- Clean any brake dust residue from brake shoe / discs

19. Gear-case / Oil

- Check Sight glass for oil level, or Remove oil level plug
- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling

20. Shaft couplings / Bearings

- Inspect the coupling and bearing housing for damage
- Grease all couplings and bearings
- Check for slop on the keyway for couplings
- Check for loose and or missing bolts on couplings

21. Guard and Covers

- Check that guards and cover are on all moving parts
- Check that guard and covers are secure
- Make note to any missing or damaged guards and covers

22. Wheels

- Inspect all wheels for damage, make note of damage
- Grease wheel bearing (Check Customer preference for grease)
- Inspect wheel sweeps for contact and wear

23. Warning Light

- Inspect that the light is working properly when bridge is in motion.
- Check that light is secure to bridge, no exposed wiring

24 Girder End-truck Connection

- Visual inspection of connection, look for loose or missing bolts
- Check paint for any noticeable stress cracking at connection

25. Capacity / Class Rating

- As Per OSHA Check that the Crane is properly rating to ton Capacity
- As Per OSHA Check that the crane has Proper Class Rating

HOIST

26. Motor

- Operate motor, listen for any obvious noise
- Inspect motor coupling for any slop on keyway
- Inspect motor mounting bolts are tight
- Remove Covers and inspect brushes (Wound Rotor Motors)
- Grease bearings (2 pumps every 6 months)

27. Mechanical Load Brake / Eddie Brake

- Inspect brake for any obvious noises
- Grease Bearings

28. Brake.

- Inspect the air gap on the brake - Note findings - Adjust if necessary
- Inspect the condition of the brake shoes
- COIL BRAKES Remove the cover and inspect the discs for wear and cracks
- Clean any brake dust residue from brake shoe / discs

29. Gear-case / Oil

- Check Sight glass for oil level, or Remove oil level plug
- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling

30. Upper Sheave Nest / Load Sprocket

- Visual Inspection of the sheave, check for excessive wear
- Grease sheaves Bearings
- Lube guide and cable

31. Couplings

- Grease Coupling
- Check for slop in keyway
- Check for Loose or missing bolts

32. Gears and Bearings

- Listen for any obvious noises in gearbox
- Grease any accessible bearings
- Check sight glass for oil level, or remove oil level plug

- 33. Guards and Covers
 - Check that guards and cover are on all moving parts
 - Check that guard and covers are secure
 - Make note to any missing or damaged guards and covers
- 34. Hook Block / Block Sheaves
 - Grease Sheaves
 - Grease bearing for Hook rotation
 - Inspect sheaves guides for any wear and damage
 - Inspect the hook for any damage and wear to hook
 - Check for Loose bolts on Hook assembly
- 35. Hook Safety Latch
 - Inspect hook latch for proper operation
 - Check that the spring is not stretched
- 36. Cable / Chain
 - Check entire cable for any type of damage breaks, twists, birdcage etc... on cable
 - Inspect chain for any stretched links, or damage to links twist, grind marks etc...
 - Grease or Lube as necessary
- 37 Rope Drum
 - Inspect drum for knife edge
 - Grease drums bearings
 - Check drum for obvious damage
- 38. Limit Switches
 - Check upper and lower limit switches for proper operation
 - Check that upper mechanical Limit is working properly
 - Make necessary adjustments upon customer request

TROLLEY

- 39. Motor
 - Operate motor, listen for any obvious noise
 - Inspect motor coupling for any slop on keyway
 - Inspect motor mounting bolts are tight
 - Remove Covers and inspect brushes (Wound Rotor Motors)
 - Grease bearings (1 pump every 6 months)
- 40. Brake
 - Inspect the air gap on the brake - Note findings - Adjust if necessary
 - Inspect the condition of the brake shoes
 - COIL BRAKES Remove the cover and inspect the discs for wear and cracks
 - Clean any brake dust residue from brake shoe / discs
- 41. Couplings
 - Grease Coupling
 - Check for slop in keyway
 - Check for Loose or missing bolts
- 42. Gear Case / Oil
 - Check Sight glass for oil level, or Remove oil level plug

- Operate the bridge and listen for any obvious noise
- Check the coupling for slop on keyway, Grease coupling
- 43. Gears and Bearings
 - Listen for any obvious noises in gearbox
 - Grease any accessible bearings
 - Check sight glass for oil level, or remove oil level plug
- 44. Frame
 - Inspect for noticeable damage (Dents, cracks or broken welds)
 - Check for any stressed paint in corners
 - Check for any loose bolts
- 45. Wheels
 - Inspect all wheels for damage, make note of damage - Use Calipers
 - Grease wheel bearing (Check Customer preference for grease)
 - Inspect wheel sweeps for contact and wear
- 46. End Stops and Bumpers
 - Inspect that the end stops are secure and check striking height to crane
 - Inspect that the bumpers are in good condition and tight
 - Inspect the bumpers striking location on end stops / other crane bumpers
- 47. Rails
 - Visual of runway for alignment
 - Visual of J bolts / rail tabs
 - Visual of splice plates
 - Visual of rail, Top & Sides of ball rail
- 48. Conductors
 - Inspect the conductors supplying power and control to trolley
 - Inspect festoon insulation for damage
 - Inspect the trolleys for festoon for proper operation
- 49. Collectors
 - Inspect that the hot rails are in good condition
 - Inspect that the Shoes are wearing even / and remainder of shoe life
 - Check that the shoe assemblies are in good working condition
- 50. Festoon system
 - Inspect the insulation of the festoon
 - Inspect the trolleys for festoon for proper operation



Industrial Services

1-888-829-9099

Load Testing Advisory

1) Current specifications regarding the load tests of Overhead Crane Systems

ANSI B30.11 requires the following:

11-227 Rated Load Test

- (a) Prior to initial use, all new, extensively repaired, and altered equipment shall be tested and inspected by, or under the direction of, an appointed or authorized person, and a written report should be furnished by such person, confirming the load rating of the system. The load rating should not be more than 80% of the maximum load sustained during the test.

OSHA 1910.179 Paragraph K2 states the following;

Rated load test.

Test loads shall not be more than 125% of the rated load unless otherwise recommended by the manufacturer. The test reports shall be placed on file where readily available to appointed personnel.

(For additional documentation regarding this issue see your local OSHA regulations)

2) Definitions

Hoist:

A machinery unit that is used for lifting and lowering a load.

Crane:

A bridging structure that spans two or more runways and provides traversing motion.

Runway:

The rails, beams, brackets and framework on which the crane operates.

3) Royal Arc Load Testing

It is our opinion, that it is the owner's responsibility to load test the overhead bridge crane system. The "system" consists of the hoist, crane structure, runways, columns and footings. In the case of the equipment being any style of Jib Crane or other lifting equipment inspected by Royal Arc the equipment shall be load tested to comply with CR1910.179 of the federal OSHA General Industry Standards. To test the "system" requires that the full system be in place and therefore must occur after the completion of the crane installation and/or inspection. Although it is hoist industry practice to load test every hoist prior to shipping, this practice does not preclude the requirement for the full load testing upon commissioning of the system once installed on the runway system.

As a service to our customers, Royal Arc provides this load test service to our customer upon completion of the unit's inspection.

1. Royal Arc will provide a full capacity test load** to be used for testing purposes. This load must be 125% of the rated capacity of the crane.
2. The load must be of reliable weight, and be easily accessible and in the immediate area of the crane to be tested.
3. All necessary rigging** will be provided by Royal Arc.
4. The load rigging will be provided while Royal Arc is on site for the original inspection. (If the customer does not require load testing during normal inspection period, but still would like to have a Certified Load Test performed, a crew can be provided on a time and material basis.)

Upon completion of the test, a temporary hand written certification will be supplied to the owner, so that there is no possible exposure to the owner of not having proper documentation. The official Load Test Certificate will follow in approximately 2 weeks. Royal Arc will also keep a copy on file.

**Royal Arc is not responsible for any damage that may occur to either the test weights or the rigging used.

Indiana Office

0640 County Road 27
Ashley, IN 46705

(260) 587-3711 Fax (260) 587-3712

Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134

(734) 789-9099 Fax (734) 789-9023

Texas Office

5900 Franklin Ave. Suite 1
Waco, TX 76710

(254) 732-7572 Fax (254) 856-0647

Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419

(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our

Web site at www.royalarc.com or www.royalarc.org

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Introduction:

Load testing and inspection of overhead cranes is required by many safety regulations, national consensus standards and manufacturers. It is the purpose of the annual condition inspection to ensure that the overall structural, mechanical and electric components of the equipment have been maintained in a safe and serviceable condition and are functioning properly according to the original equipment manufacturer's specifications. It is the purpose of the load test to ensure by actual overloading that the equipment is capable of safely lifting and moving the rated load through all designed motions. The inspection and load test do not take into account the duty factor of the equipment. The frequency of performing a load test can vary depending on regulatory jurisdiction. The CMAA recommends that load testing be performed at least once every four (4) years. Please keep in mind that the original equipment manufacturer may have more stringent requirements and these requirements must take precedence. A certification issued is not a license to use a crane beyond the original designed duty factor. Owners and operators should always be aware of the equipment's duty factor.

The following equipment requires proof testing:

1. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities upon original installation and before equipment is put into service.
2. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities to be proof tested once every four (4) years after original proof test.
3. All bridge cranes, gantry cranes, monorail systems and jib cranes of all capacities to be proof tested and operationally tested after significant modifications or major repairs are performed.

The certifying agency shall make a determination on whether the Modification's or repairs are sufficient to require a proof test.

The following procedure is established to provide a method which will meet the most stringent requirements that apply to this type of crane. The methods herein recommended are intended to provide a safe and effective means by which load tests can be conducted.

1. Pre-test Procedures

- 1-1. Check that an operator's manual is available for the crane and review same for operational limitations.
- 1-2. Determine the lifting gear to be used with the crane in normal duties or for the purpose of testing the crane if it has already been tested independently. Check that all lifting attachments are clearly marked with their safe working load.
- 1-3. Review previous test and inspection certificates, wire rope inspections, and deficiency reports and determine that any necessary corrections have been made.
- 1-4. Review periodic inspection reports, maintenance records and documentation of repairs to determine that all work was in order.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

1-5. Determine that the safe working load for the crane is known and clearly marked on the crane or on charts affixed to it. If the crane runway supports more than one crane, verify that the crane runway and its supporting structure were designed to support the cranes and loads in all authorized operational configurations.

1-6. Choose appropriate loads for the test based on the manufacturer's load ratings for the condition of use. A 25% minimum partial load, the rated load, and a proof load as close as possible but not exceeding 125% of rated load shall be used. Check manufacturer's limitations and or specific instructions on testing. Reeving configuration must be recorded.

1-7. Rigging should be arranged for the test loads which conform to good rigging practice for a safe lift.

1-8. Barriers should be set up around the operating perimeter if there is any possibility that personnel or vehicles will intrude into the operating region.

1-9. A pre—test conference should be arranged with the operator, the riggers, and the signalman to establish how the test will be conducted and to review the signals to be used.

1-10. Inspect the crane in its entirety according to the checklist normally used for that type of crane. Particular attention should be given to the structural elements of the crane which will be subjected to stress during the load testing procedure. Any evidence of degradation among the structural elements should be evaluated and a determination made as to the suitability of the crane's condition for load testing and the need for nondestructive testing or dismantling for detailed examination.

1-11. Conduct a visual examination of the crane runway, track, power conductors, collectors and switch gear prior to commencing the test.

1-12. The crane should be operated without a load through its full range of operation and all safety devices and limit switches should be checked. The 25% partial load should then be applied and required adjustments made for appropriate function. (i.e., limit switches, variable frequency drives, soft starts, etc.)

Note: Many of the new cranes today incorporate bridge and trolley travel limits including anti-collision devices, which can be adjusted to maintain a predetermined distance and eliminate the possibility of two (2) cranes or monorail hoists between runway support centers. Inspector must always beware of this fact before load testing.

2. Load Test

2-1. At the start of the rated load test the crane should be positioned over a supporting stanchion or column of the runway with the trolley positioned adjacent to the end truck. With the crane in this position, measure the deflection of the crane main girders and the runway girders at center span.

Lift the rated load a sufficient height to ensure that each tooth of the lifting gear train is subjected to the rated load. Lower the load to a height of 4-8 inches above the ground.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Traverse the bridge to mid span of each runway girder and measure the deflection. Traverse the trolley with rated load to mid span of the bridge and measure the deflection. Compare these values with appropriate specifications for the crane.

Note: Tonnage testing will raise loads in 10'-0" intervals to determine breakaway tonnage.

Published Deflection Specifications:

CMAA #70 Top Riding Double Girder Cranes and Gantry cranes.

CMAA #74 Top Riding and Under Running Single Girder Cranes.

ANSI MH27-1 For Patented Track Underhung Cranes and Monorail Systems.

ANSI MH27.2 For Enclosed Track Underhung Cranes and Monorail Systems.

Raise the rated load approximately five (5) feet above the ground. With the hoist controller in the neutral position, release (by hand) the holding brake. The load controlling device should control the load.

Note: many load brakes are designed to hold the load, always check with the manufacturer.

2-5. With the holding brake in the released position, start the load down slowly and then return the controller to the off position as the test load is lowering. The load controlling device should prevent the load from accelerating.

Note: It is not mandatory for the load controlling device to halt the downward motion of the load; however, one needs to refer to the manufacturer testing procedures, as many load brakes are designed to stop and hold the load.

2-6. For cranes with primary and secondary holding brakes and/or eddy current or hoist dynamic load brakes visually observe that correct operation ensures control of the rated load.

Note: For cranes equipped with a hoist dynamic brake, eddy current brake, or regenerative brake, check lowering speeds against manufacturer's specifications to ensure correct brake operation.

Note: A load test should not be attempted until a full understanding of the brake function is achieved.

Note: Do not release the holding brake when testing equipment with these brake systems. Could cause load to free fall. The speed test should be done with power on, so the holding brake will be in the released position.

2-8. In order to test the reaction of the hoist unit in the event of power failure during a lift, hoist the rated load to a convenient distance above the surface. Lower the load at high speed and, with the controller in the lowering position, disconnect the main power source. The test load should stop lowering when the power is disconnected.

2-9. Increase the test load to 125% of rated load to achieve the proof load. Repeat items 2-1 through 2-7 and determine that during these operations all crane functions operate effectively.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Note: Hoist may be equipped with an adjustable or non-adjustable overload device. This device may require adjustment or modification in order to raise proof load. Always consult manufacturer for instructions.

While handling the proof load, operate the crane at speeds appropriate to the safe operation and control of the load.

2-11. For cranes with two or more hoists, separate tests must be carried out for each hoist.

2-12. Operate the trolley with the proof load suspended from the hook through the maximum operational range on the bridge. Use extreme caution and observe that the trolley brakes are operating properly if appropriate and allow for load swing and coasting.

2-13. Operate the bridge with the proof load suspended from the hook as near as possible to the runway rail on each side through the maximum operational range on the runway system. Use extreme caution and observe for any binding of bridge trucks and proper brake operation etc.

2-14. Test bridge and trolley brakes to determine that they stop their respective functions in a distance equal to 10% of full load speed in feet per minute when traveling at full speed with full rated load.

NOTE: Some jurisdictions require that the bridge brakes must be capable of retarding the motion of the bridge at the rate of 1 foot per second per second while the full rated load is being carried. The stopping distance in feet to meet this requirement can be calculated from the formula, $S = 0.5(v^2/a)$, where v is the observed speed in ft./sec. and a is the deceleration in ft./sec./sec., in this case 1.0 ft./sec./sec.

2-15. When the regulatory authority specifies the rate of deceleration required to meet the energy absorbing requirement for runway and trolley bumpers, the formula in the above note can be used to determine the required stopping distance for the bridge and trolley. To use the formula substitute the appropriate deceleration value for "a" and the observed value of "v" for the particular function. Some jurisdictions specify "v" at a certain per cent of full speed, in which case the reduced value would be substituted in the formula.

2-16. For crane runways with two or more cranes, the 100%* rated load test should be conducted simultaneously for all the cranes that can fit on a single runway span with their buffers in contact. The runway deflection should be measured with the loads suspended as close as possible to the runway with the cranes moving across the span between runway supports and the values compared to appropriate specifications.

Reference: AISE Tech. Report #13 "Guide for Design of Mill Buildings" and specifically "Light and Heavy Industrial Buildings, Part II, With Cranes", Fisher & Buettner, AISE September, 1979.

3. Post-test Inspection

3-1. After the tests are completed, conduct a thorough examination to ensure that the crane has satisfactorily withstood the tests. Park the crane at the proper location for service access and relax all rigging and reeving to allow for inspection of the wire rope and reeving components.

LOAD TEST PROCEDURE

Bridge, Gantry and Jib Cranes & Monorail Systems

Open the main disconnect and install a safety lock—out device before mounting the crane.

3-2. Check all components of the crane for structural damage including cracks, weld separation, permanent deformation, paint flaking and loose fasteners.

3-3. Check the runway for structural damage or distortion, loose or damaged fasteners, track alignment and secure attachment to the structural support.

3-4. Check the crane and runway electrical components for deterioration and proper condition. Verify the integrity of wiring, connections and enclosures, checking for neatness, security and conformance to appropriate electrical codes.

3-5. Check all sheaves, drums and wire rope for evidence damage or excessive wear. Open the wire rope and inspect the core at several points to determine any deterioration. Give particular attention to potential damage at end fittings and anchor points.

3-6. Check that all required guards are securely attached. Verify that all shafts, couplings and open gears that can be contacted by personnel are properly guarded.

3-7. Make note of any damage, deficiencies, or corrections that may be required.

3-8. Hoist the load blocks clear of personnel or obstructions and verify that the wire rope has wound properly on the hoist drums. Open the main disconnect and leave the pendant, if any, in the designated location.

3-9. Complete the report and conduct an exit briefing, if appropriate.

PRE-TASK PLAN FOR SAFETY (Con't)

Equipment Required: _____

Engineering Required: _____

Scaffolding Required: _____

Other: _____

Control Measures

Area Secured:

_____ Warning Tape

_____ Barricades

_____ Roof Perimeter Protection

_____ Railroad Track Protection

Other: _____

_____ Escape Route Identified

_____ Task Safety Checklist Completed

Other: _____

Verification of Understanding

(Crew members sign to assure that they understand the plan)

Print

Sign

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Post Task Inspection Checklist

	Yes	No	N/A
Post- Job Cleanup	_____	_____	_____
Secured Installed Materials	_____	_____	_____
Hot Work Monitored after Work Completed	_____	_____	_____
Barricades Installed where Needed	_____	_____	_____
Equipment Shut Down/ Secured	_____	_____	_____
Locks Removed	_____	_____	_____

Emergency Numbers

Toll Free
888- 829- 9099

24 Hour Emergency# 866-KRANE-85
(866-572-6385)

Michigan: 734-789-9099

Indiana: 260-587-3711

Georgia: 912-980-6869

Cleveland & Columbus: 888-829-9099

Kendallville, IN: 260-347-7882

Texas: 254-734-7572

Shift Manager: _____

Project Manager: _____

ROYAL ARC INDUSTRIAL SERVICE



Pre-Task Plan For Safety

ROYAL ARC

PRE-TASK SAFETY PLAN

Project: _____

Location: _____

Date: _____ Shift: _____

Shift Manager: _____

Craft: _____

Process Manager (Sign after Review): _____

Description of Work: _____

HAZARD IDENTIFICATION

_____ Housekeeping	_____ Evacuation Process
_____ High Voltage	_____ Trenches Properly
_____ Cables / hot rails	_____ shored / sloped
_____ Requires Fall Protection	_____ Asbestos/ Lead
_____ Protection	_____ paint
_____ Open Holes	_____ Confined Space
_____ Guarding	_____ RR Track Protection
_____ Materials / Scrap	_____ Hot Work Protection
_____ Noise	_____ High Temperature
_____ Working above/	_____ Carbon Monoxide
Below another craft	(75 PPM Warning
	200 PPM Danger)
_____ Acids / Caustics	_____ Radiation
_____ Toxins	_____ Hazardous Material

Task Safety Checklist

Personal Protective Equipment	YES	NO	N/A	Housekeeping	YES	NO	N/A
Goggles / Face Shield	_____	_____	_____	Work Surface Level	_____	_____	_____
Gloves	_____	_____	_____	Aisles, Stairs, Floors Clean	_____	_____	_____
Rubber Boots / suits	_____	_____	_____	Storage of Materials	_____	_____	_____
Respirators	_____	_____	_____				
Body Harness / Shock absorbing lanyard	_____	_____	_____	Material Handling / Equipment Inspection			
Welding Shield	_____	_____	_____	Cranes or Cherry Pickers	_____	_____	_____
Leather Sleeves / coat	_____	_____	_____	Air Tuggers	_____	_____	_____
Ear Plugs	_____	_____	_____	Rigging Checked	_____	_____	_____
Long Sleeve Shirts	_____	_____	_____	Cables, Ropes, Slings	_____	_____	_____
Fire Retardant Clothing	_____	_____	_____	Chain Falls	_____	_____	_____
Energized Equipment				Fall Protection			
Lockout Verified	_____	_____	_____	Rope Grabs	_____	_____	_____
All Locks Labeled / Tagged	_____	_____	_____	Retractable	_____	_____	_____
Broken / Exposed Wiring	_____	_____	_____	Vertical Lifelines	_____	_____	_____
				Horizontal Lifelines	_____	_____	_____
Fire Protection				Guardrail System—Handrail,	_____	_____	_____
Proper Fire Extinguisher & Fire Hose	_____	_____	_____	Midrail, toeboard	_____	_____	_____
Flammable Materials Removed or	_____	_____	_____				
				Floor Openings Protected	_____	_____	_____
Protected							
Fire Blankets	_____	_____	_____	Miscellaneous	_____	_____	_____
Fire Watch Required	_____	_____	_____	Ladders Secured	_____	_____	_____
Area Need to be Flagged	_____	_____	_____	Scaffolds Inspected	_____	_____	_____
Tools				Rebar Protected	_____	_____	_____
Proper Tools for the Job	_____	_____	_____	Pinch Points	_____	_____	_____
Ladder Inspection	_____	_____	_____	Purge Requirements	_____	_____	_____
Hand Tools in Good Condition	_____	_____	_____	Trailer Inspection	_____	_____	_____
Air hoses secured	_____	_____	_____	Daily Shift Ending Audit	_____	_____	_____
Ground Fault protection in place	_____	_____	_____	(Assure Equip & Area is secure)	_____	_____	_____
Oxygen / Acetylene tied off	_____	_____	_____	Orange RR Safety Cones	_____	_____	_____
				Rail Road Track Protection	_____	_____	_____
Permits**	Required		Complete	Welding Perimeter Guarding	_____	_____	_____
	YES	NO		(Weld Flash Protection)	_____	_____	_____
Work Permit	_____	_____	_____				
Excavation	_____	_____	_____				
Confined Space	_____	_____	_____				
Hot Work	_____	_____	_____				
MSDS Available	_____	_____	_____				
Special Written Procedure	_____	_____	_____				

Specific Work Requirements: _____

Alternative Work Areas: _____

Safety & Productivity Improvement Suggestion: _____

Voltage of Equipment Used: _____

** Completing this form does not replace the completing of the required permits

Industrial Services

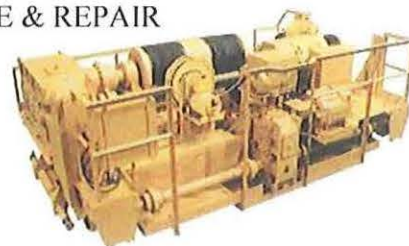
Cranes ♦ Material Handling ♦ Fabricators ♦ Safety Classes

OSHA COMPLIANT INSPECTIONS

- OVERHEAD & UNDERHUNG CRANES
- JIB CRANES
- MONORAILS
- FIXED HOISTS
- MAGNETIC PARTICLE TESTING OF HOOKS & LIFTING DEVICES

HOISTS

- COMPLETE SERVICE & REPAIR
- INSPECTIONS
- LOAD TESTING
- PARTS
- INSTALLATION



BRIDGE

- FABRICATION
- INSTALLATION
- UPGRADES
- COMPLETE SERVICE & REPAIR
- MODIFICATIONS
- INSPECTIONS



TROLLEY

- CERTIFIED DISTRIBUTOR
- COMPLETE SERVICE & REPAIR
- INSTALLATION
- PARTS

END TRUCKS

- INSTALLATION
- PARTS
- COMPLETE SERVICE & REPAIR

RUNWAY

- FABRICATION
- REPAIRS
- UPGRADES
- EXTENSIONS
- MODIFICATIONS
- INSPECTIONS



REMOTE/PENDANT

- REPLACEMENT PARTS
- WIRING
- FESTOONING
- COMPLETE SERVICE & REPAIR
- UPGRADES



ACCESSORIES

- 100% USA MADE SYNTHETIC SLINGS
- WIRE ROPES AND CHAIN SLINGS
- PPE EQUIPMENT
- WIRE ROPE CLIPS
- 'C' HOOKS
- BELOW THE HOOK LIFTING DEVICES
- SAFETY CABLE FOR RUNWAYS

Indiana Office

0640 County Road 27
Ashley, IN 46705
(260) 587-3711 Fax (260) 587-3712

Corporate Office

23851 & 23891 Vreeland Rd
Flat Rock, MI 48134
(734) 789-9099 Fax (734) 789-9023

Texas Office

5900 Franklin Ave. Suite 1
Waco, TX 76710
(254) 732-7572 Fax (254) 856-0647

Georgia Office

6041-C Ogeechee Rd
Savannah, GA 31419
(912) 358-0036 Fax (877) 789-9099

For a complete look at our products and services our online friends are invited to visit our

Web site at www.royalarc.com or www.royalarc.org



INVOICE

Royal Arc Welding Co.
23851 Vreeland Rd
Flat Rock, MI 48134-9409
Phone 734.789.9099 Fax 734.789.9023

DATE:
INVOICE #
FOR:

Bill To:

Ship To:

Terms: Net 30

DESCRIPTION	AMOUNT
SAMPLE	
Accounting and Appropriation Data Contract / PO# Attn:	
TIN: 38-2599572	TOTAL \$ -

Make all checks payable to **Royal Arc Welding Co.**
If you have any questions concerning this invoice, please contact
Kristy Stapula, Project Coordinator 734.789.9099x827, email: kstapula@royalarc.com

THANK YOU FOR YOUR BUSINESS!

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	N/A
Sponsor/User Dept.	2200	Sponsor Name/Phone	Lydia Torres/4-2939
Solicitation No	GLB0055	Project Name	Inspection and Testing Stationary Cranes
Contract Amount	420,000	Ad Date (if applicable)	5/29/17
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input 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**			
This is for services to inspect, test, and repair of stationary cranes through out Austin Water			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
IFB STA0250 No goals and no subcontractors.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
Crane Maintenance 95936 90% Crane Parts 0754115 10%			
Georgia Billela		5/16/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	5/16/2017	Date Assigned to BDC	5/16/2017
In accordance with Chapter2-9(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	
	% 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 checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input 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

Crane Maintenance and Repair has no M/WBE Availability.

Subcontracting Opportunities Identified

No subcontracting opportunities identified. Available WBE crane parts suppliers may bid as prime vendors.

Counselor Name

SMBR Staff *Kenneth Kahn*

Signature/ Date *Kenneth Kahn 5/19/2017*

SMBR Director or Designee

Date

Returned to/ Date: