

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ANDERSON MACHINERY AUSTIN, INC.
D/B/A ANDERSON MACHINERY CO. ("Contractor")
for
RENTAL OF EQUIPMENT
MA 6200 NA180000172**

This Contract is between Anderson Machinery Austin, Inc. D/B/A Anderson Machinery CO. having offices at 9415 NE Loop 410, San Antonio, TX 78219 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date the City executes the Contract. Solicitation requirements are met by using Contractor's Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18.

1.1 This Contract is composed of the following documents:

- 1.1.1 Texas Association of School Boards Inc. (BuyBoard) contract No. 565-18
- 1.1.2 This document
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Non-Discrimination and Non-Retaliation Certification
- 1.1.5 Exhibit C, Non-Suspension or Debarment Certification

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

- 1.2.1 Texas Association of School Boards Inc. (BuyBoard) contract No. 565-18 as referenced in Section 1.1.1
- 1.2.2 This document
- 1.2.3 The City's Standard Purchase Terms & Conditions as referenced in Section 1.1.3
- 1.2.4 The Non-Discrimination and Non-Retaliation Certification as referenced in Section 1.1.4
- 1.2.5 The Non-Suspension or Debarment Certification as referenced in Section 1.1.5

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

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

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

1.6 Clarifications and Additional Agreements. The following are incorporated into the contract:

- 1.6.1 Contractor is being awarded various rentals off Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18. Rentals shall be divided among the contractors based on pricing on the Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18 and availability of equipment.

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.

**ANDERSON MACHINERY AUSTIN, INC.
D/B/A ANDERSON MACHINERY CO.**

CITY OF AUSTIN

Tom Anderson
Printed Name of Authorized Person

Erika Larsen
Printed Name of Authorized Person

Tom
Signature

Erika
Signature

VP
Title:

Procurement Specialist II
Title:

8/20/18
Date:

8.21.18
Date:

Exhibit A, Supplemental Terms
Exhibit B, Non-Discrimination and Non-Retaliation Certification
Exhibit C, Non-Suspension or Debarment Certification

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Anderson Machinery Company[X]

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None Selected

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None selected

[Additional Resources](#)**Vendor Name:** Anderson Machinery Company**Address:** 9415 NE Loop 410
San Antonio, TX 78219**Phone Number:** (210) 661-2366**Email:** josh@amcotx.com**Website:** <http://www.andersonmachinerytexas.com>**Federal ID:****Contact:** Joshua Smith**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** Yes**No Excluded Foreign Terrorist Orgs:** Yes**Contract Name:** Rental Services of Construction and Other Equip**Contract#:** 565-18**Effective Date:** 07/01/2018**Expiration Date:** 06/30/2021**Payment Terms:** Net 30 days**Delivery Days:** 180**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** Texas Regions 1, 2, 3, 13, 15, 18, 20**States Served:** Texas**Additional Info:** EDGAR Vendor Certification Form (relating to 2 Vendor response document, and can be found in page. Vendor Certification form regarding Texas "Vendor Proposal Files Documents" link below.**Quote Reference Number:** 565-18**Return Policy:** Returns not allowed after unit has been ordered

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Category 1: Specified Items

Item #	Commonly Ordered Equipment Description/Specification	Make	Model	Daily Rate	Weekly Rate	Monthly Rate	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
1	Pneumatic Roller with Swivel Seat (Hamm GRW280 or Buyer approved equal) - QTY 3 (weekly) rentals per month; Approximate expenditures last 12 months: \$125,000	BOMAG	BW-27RH	\$650	\$1600	\$3895	\$450	\$450	\$350	12
2	Milling machine (Bomag 51" BM1300 or Buyer approved equal) - Approximate expenditures last 12 months: \$34,000	BOMAG	BM-1300	\$2800	\$7000	\$19000	\$1000	\$1000	N/A	3
3	Milling machine (Bomag 78" BM2000 or Buyer approved equal) - Approximate expenditures last 12 months: \$50,000	BOMAG	BM-2000	\$3800	\$9500	\$25000	\$1200	\$1200	N/A	3
4	Broom Sweeper (Broce CRT350 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	LAY-MOR	SM-450	\$300	\$750	\$1800	\$450	\$450	\$300	6
5	Paver (Carlson CP100 or Buyer approved equal) Average Annual Need: 1 each, 2 months									
6	Excavator (Link-Belt 330LX or Buyer approved equal) Average Annual Need: 1 each, 2 months	KOBELCO	SK-350	\$1300	\$3200	\$8000	\$800	\$800	N/A	12
7	Single Drum Roller (Bomag PW211 PD40 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	BOMAG	BW-211PD	\$600	\$1450	\$3600	\$450	\$450	\$350	24
8	Trommel Screener (McCloskey Model 621 or Buyer approved equal) - Average Annual Need: 4 months per year, 8 hours 6-7 days per week									
9	Front End Loader (CAT Model 966 or Buyer approved equal) - Average Annual Need: Monthly Rental									
10	Conveyor Stacker (MGL 8042T Site Boss or Buyer approved equal)									
Category 2: Other Equipment not otherwise specified										
Item #	Pricelist	Percentage Off Pricelist					Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
11										
12										
13										

*Vendors must attach a complete list of all rental equipment available on Buyboard 565-18 to include: Description, Make, Model, Rates (Day/Week/Month), and QTY available in rental fleet.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE**: Insurance is required for this solicitation.

A. **General Requirements**:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- ii. 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 fourteen (14) calendar days after written request from the City.
- 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 Contractor shall not commence work until the required insurance is obtained and has been reviewed by 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.
- v. 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.
- vi. 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.
- vii. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- viii. 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.
- ix. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, 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.
- x. 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.
- xi. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

- xii. 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.
 - xiii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiv. The Contractor shall endeavor to 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.
- 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. **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 Injuries). The policy shall contain the following provisions and endorsements.
 - 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. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
 - e. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
 - f. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - ii. **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. The policy shall contain the following endorsements:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
 - b. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iii. **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. The policy shall contain the following provisions and endorsements:
 - a. The Contractor's policy shall apply to the State of Texas.
 - b. Waiver of Subrogation, Form WC420304, or equivalent coverage.
 - c. Thirty (30) calendar days Notice of Cancellation, Form WC420601, 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

2. **PLACEMENT OF ORDERS:** The City of Austin will submit all material orders to the contractor in writing via fax or email with a purchase order number. The Contract Manager may call to verify that order was received and that the material can be provided as requested. Thereafter the Contractor shall be responsible for notifying the Contract Manager immediately with delays or unavailability of material.
3. **DELIVERY REQUIREMENTS:** Delivery shall be made to locations specified at time of order, within the Austin city limits.
- A. Delivery is to be made within two (2) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
 - C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays
 - E. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
4. **PICK-UP ORDERS:**
- A. The vendor shall have material available within one (1) working day for pick-up orders.
 - B. The vendor shall make the material available for delivery/pickup during the following normal working hours and days: 7:30 am to 4:30 pm, Monday through Friday.
 - C. Pickup of materials will be made only if vendor is within 20 miles of the City of Austin limits.
 - D. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
5. **INVOICES:**
- A. **Invoices shall contain 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. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be emailed to PWDAccountsPayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Public Works Department
Attn:	Financial Services
Address	505 Barton Springs Rd., Suite 800
City, State Zip Code	Austin, TX 78704

- B. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- D. 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.

6. 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 this paragraph), 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. The City may withhold or off set 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.
- D. 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.
- E. 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 transfer of funds.

7. **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:

Brenda Jimenez

Public Works Department

505 Barton Springs Rd, 8th Floor

Phone: 512-974-7955 brenda.jimenez@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.

EXHIBIT B
City of Austin, Texas
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 filling. 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 20th day of August, 2018

CONTRACTOR
Authorized
Signature

Title

Anderson Melvinay Nohia, Inc.
Jon A. —
VP

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
COOPER EQUIPMENT CO. ("Contractor")
for
RENTAL OF EQUIPMENT
MA 6200 NA180000172**

This Contract is between Cooper Equipment Co. having offices at 17474 Judson Road, San Antonio, TX 78247 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date the City executes the Contract. Solicitation requirements are met by using Contractor's Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18.

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

1.6 Clarifications and Additional Agreements. The following are incorporated into the contract:

EXHIBIT C
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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

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

Contractor's Name:

Anderson Machinery Austin, Inc.

Signature of Officer or
Authorized
Representative:

Tom Anderson

Date:

8/20/18

Printed Name:

Tom Anderson

Title

V.P.

- 1.6.1 Contractor is being awarded various rentals off Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18. Rentals shall be divided among the contractors based on pricing on the Texas Association of School Boards Inc. (BuyBoard) Contract No. 565-18 and availability of equipment.

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.

COOPER EQUIPMENT CO.

CITY OF AUSTIN

Matt Cooper
Printed Name of Authorized Person

Erika Larsen
Printed Name of Authorized Person


Signature


Signature

District Manager
Title:

Procurement Specialist II
Title:

8/13/18
Date:

8/21/18
Date:

Exhibit A, Supplemental Terms
Exhibit B, Non-Discrimination and Non-Retaliation Certification
Exhibit C, Non-Suspension or Debarment Certification


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Cooper Equipment Company[X]

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None Selected

[Contract](#)

None selected

[Additional Resources](#)
Vendor Name: Cooper Equipment Company

Address: 17474 Judson Road
San Antonio, TX 78247

Phone Number: (210) 657-5151

Email: georgecooper@sbcglobal.net

Website: <http://www.cooperequip.com>
Federal ID:
Contact: George Cooper

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Rental Services of Construction and Other Equip

Contract#: 565-18

Effective Date: 07/01/2018

Expiration Date: 06/30/2021

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Additional Info: EDGAR Vendor Certification Form (relating to 2 Vendor response document, and can be found in page. Vendor Certification form regarding Texas "Vendor Proposal Files Documents" link below.

Quote Reference Number: 873

Additional Dealers: Cooper Equipment Company, Georgetown TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Category 1: Specified Items

Item #	Commonly Ordered Equipment Description/Specification	Make	Model	Daily Rate	Weekly Rate	Monthly Rate	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
1	Pneumatic Roller with Swivel Seat (Hamm GRW280 or Buyer approved equal) - QTY 3 (weekly rentals per month; Approximate expenditures last 12 months: \$125,000	Hamm	GRW280	\$375	\$1,125	\$3,375	\$625	\$425	\$100-\$5,000	8
2	Milling machine (Bomag 51" BM1300 or Buyer approved equal) - Approximate expenditures last 12 months: \$34,000									
3	Milling machine (Bomag 78" BM2000 or Buyer approved equal) - Approximate expenditures last 12 months: \$50,000									
4	Broom Sweeper (Broce CRT350 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	Broce	RCT350	\$237	\$711	\$2,134	\$250	\$250	\$100-\$5,000	2
5	Paver (Carlson CP100 or Buyer approved equal) Average Annual Need: 1 each, 2 months	Carlson	CP100	\$884	\$2,651	\$7,952	\$625	\$425	n/a	3
6	Excavator (Link-Belt 330LX or Buyer approved equal) Average Annual Need: 1 each, 2 months									
7	Single Drum Roller (Bomag PW211 PD40 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	Dynapac	CA2500PD	\$381	\$1,144	\$3,432	\$625	\$425	\$100-\$5,000	1
8	Trommel Screener (McClorksey Model 621 or Buyer approved equal) - Average Annual Need: 4 months per year, 8 hours 6-7 days per week									
9	Front End Loader (CAT Model 966 or Buyer approved equal) - Average Annual Need: Monthly Rental									
10	Conveyor Stacker (MGL 8042T Site Boss or Buyer approved equal)									

Category 2: Other Equipment not otherwise specified

Item #	Pricelist	Percentage Off Pricelist	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
11						
12						
13						

*Vendors must attach a complete list of all rental equipment available on Buyboard 565-18 to include: Description, Make, Model, Rates (Day/Week/Month), and QTY available in rental fleet.

* All units subject to Availability *

Category 1: Specified Items

Item #	Commonly Ordered Equipment Description/Specification	Make	Model	Daily Rate	Weekly Rate	Monthly Rate	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
1	Pneumatic Roller with Swivel Seat (Hamm GRW280 or Buyer approved equal) - QTY 3 (weekly) rentals per month; Approximate expenditures last 12 months: \$125,000									
2	Milling machine (Bomag 51" BM1300 or Buyer approved equal) - Approximate expenditures last 12 months: \$34,000									
3	Milling machine (Bomag 78" BM2000 or Buyer approved equal) - Approximate expenditures last 12 months: \$50,000									
4	Broom Sweeper (Broce CRT350 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	Broce	open ROPS, no water 350	\$181	\$544	\$1,632	\$250	\$250	\$100-\$5,000	11
5	Paver (Carlson CP100 or Buyer approved equal) Average Annual Need: 1 each, 2 months	Carlson	CP100	\$953	\$2,860	\$8,579	\$625	\$425	n/a	3
6	Excavator (Link-Belt 330LX or Buyer approved equal) Average Annual Need: 1 each, 2 months									
7	Single Drum Roller (Bomag PW211 PD40 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	Dynapac	Cab + Air CA3500PD	\$432	\$1,297	\$3,892	\$625	\$425	\$100-\$5,000	1
8	Trommel Screener (McCloskey Model 621 or Buyer approved equal) - Average Annual Need: 4 months per year, 8 hours 6-7 days per week									
9	Front End Loader (CAT Model 966 or Buyer approved equal) - Average Annual Need: Monthly Rental									
10	Conveyor Stacker (MGL 8042T Site Boss or Buyer approved equal)									

Category 2: Other Equipment not otherwise specified

Item #	Pricelist	Percentage Off Pricelist	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
11						
12						
13						

*Vendors must attach a complete list of all rental equipment available on Buyboard 565-18 to include: Description, Make, Model, Rates (Day/Week/Month), and QTY available in rental fleet.

* All units subject to Availability *

Category 1: Specified Items

Item #	Commonly Ordered Equipment Description/Specification	Make	Model	Daily Rate	Weekly Rate	Monthly Rate	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
1	Pneumatic Roller with Swivel Seat (Hamm GRW280 or Buyer approved equal) - QTY 3 (weekly) rentals per month; Approximate expenditures last 12 months: \$125,000									
2	Milling machine (Bomag 51" BM1300 or Buyer approved equal) - Approximate expenditures last 12 months: \$34,000									
3	Milling machine (Bomag 78" BM2000 or Buyer approved equal) - Approximate expenditures last 12 months: \$50,000									
4	Broom Sweeper (Broce CRT350 or Buyer approved equal) - Average Annual Need: 1 each, 2 months	Broce	Cab + Air no water 350	\$228	\$684	\$2,051	\$250	\$250	\$100-\$5,000	8
5	Paver (Carlson CP100 or Buyer approved equal) Average Annual Need: 1 each, 2 months									
6	Excavator (Link-Belt 330LX or Buyer approved equal) Average Annual Need: 1 each, 2 months									
7	Single Drum Roller (Bomag PW211 PD40 or Buyer approved equal) - Average Annual Need: 1 each, 2 months									
8	Trommel Screener (McClorksey Model 621 or Buyer approved equal) - Average Annual Need: 4 months per year, 8 hours 6-7 days per week									
9	Front End Loader (CAT Model 966 or Buyer approved equal) - Average Annual Need: Monthly Rental									
10	Conveyor Stacker (MGL 8042T Site Boss or Buyer approved equal)									

Category 2: Other Equipment not otherwise specified

Item #	Pricelist	Percentage Off Pricelist	Delivery Charge	Return Haul Charge	Flat Tire Repair Service	QTY in Rental Fleet
11						
12						
13						

*Vendors must attach a complete list of all rental equipment available on Buyboard 565-18 to include: Description, Make, Model, Rates (Day/Week/Month), and QTY available in rental fleet.

* All units subject to availability *

Price Sheet June 2018

BROCE BROOM



MODEL	350 (NO WATER)
MODEL	350 (WITH WATER)
MODEL	350 (CAB & AIR)
MODEL	350 (WITH WATER AND CAB & AIR)

QTY	DAILY	WEEKLY	MONTHLY
11	\$195	\$585	\$1,755
	\$205	\$615	\$1,845
8	\$245	\$735	\$2,205
2	\$255	\$765	\$2,295

DYNAPAC ASPHALT ROLLERS



	LBS	T.A.F.
(47") CC1200	3 ton	11 T.A.F.
(47") CC1200C COMBO	3 ton	7 T.A.F.
(51") CC1300	4 1/2 ton	12 T.A.F.
(51") CC1300C COMBO	4 ton	8 T.A.F.
(66") CC4200VI	11 ton	9 T.A.F.
(77") CC5200	14 ton	23 T.A.F.
(84") CC6200	15 ton	50 T.A.F.

5	\$150	\$450	\$1,350
1	\$165	\$495	\$1,485
3	\$200	\$600	\$1,800
2	\$220	\$660	\$1,980
	\$505	\$1,520	\$4,560
3	\$575	\$1,725	\$5,175
1	\$615	\$1,845	\$5,535

DYNAPAC PNEUMATIC ROLLERS



(80") Pneumatic Roller	CP1200
------------------------	--------

10 ton
14.5 ton

6	\$265	\$795	\$2,385
	\$300	\$900	\$2,700

(91") Pneumatic Roller CP2700 ROPS



Completely Empty:	13 tons
Operational 4 Box Ballast:	15.7 tons
Operational 4 Box Ballast w/ water:	20 tons
Operational 4 Box Ballast & wet sand:	24.6 tons
Operational 16 Box with wet sand:	29.7 tons

\$495	\$1,485	\$4,455
\$515	\$1,545	\$4,635
\$540	\$1,620	\$4,860
\$575	\$1,725	\$5,175
\$630	\$1,890	\$5,670

(91") Pneumatic Roller CP2700 Cab & Air

Completely Empty:	13 tons
Operational 4 Box Ballast:	15.7 tons
Operational 4 Box Ballast w/ water:	20 tons
Operational 4 Box Ballast & wet sand:	24.6 tons
Operational 16 Box with wet sand:	29.7 tons

\$575	\$1,725	\$5,175
\$610	\$1,830	\$5,490
\$650	\$1,950	\$5,850
\$680	\$2,040	\$6,120
\$750	\$2,250	\$6,750

DYNAPAC DRIT ROLLERS



(54") CP SR130PD	5 ton
(66") CA1400D	7 ton
(66") CA1400PD	7 ton
(83") CA2500D	11 ton
(83") CA2500PD	12 ton
(83") CA3500PD/CAB	13 ton

	\$255	\$765	\$2,295
1	\$275	\$825	\$2,475
1	\$310	\$930	\$2,790
2	\$395	\$1,185	\$3,555
1	\$410	\$1,230	\$3,690
1	\$465	\$1,395	\$4,185

KCM/HITACHI WHEEL LOADERS



62/Z7	WHEEL LOADER	ISUZU 4HK1 152HP
67/Z7	WHEEL LOADER	ISUZU 4HK1 152HP
70/Z7	WHEEL LOADER	Cummins QSB6.7 165HP
KCMA 40Z	WHEEL LOADER	
KCMA 45Z	WHEEL LOADER	

1	\$490	\$1,470	\$4,410
1	\$540	\$1,620	\$4,860
1	\$615	\$1,845	\$5,535
1	\$150	\$450	\$1,350
1	\$220	\$660	\$1,980

PAVING EQUIPMENT



Puckett 560 9' to 13' Scream Width	6 ton
Puckett 580 8' to 13' Scream Width	6 1/2 ton
CARLSON CP-100 W/ AUTOMATICS 8' TO 15' Scream	8.5 ton
CARLSON CP-100 W/O AUTOMATICS 8' TO 15' Scream	8.5 ton
CARLSON CP-75 W/ AUTOMATICS 8' TO 13'	
CARLSON CP-75 W/O AUTOMATICS 8' TO 13'	

1	\$300	\$900	\$2,700
1	\$350	\$1,050	\$3,150
	\$1,025	\$3,075	\$9,225
3	\$950	\$2,850	\$8,550
1	\$820	\$2,460	\$7,380
	\$775	\$2,325	\$6,975

MIDLAND



SPD-8 ROAD WIDENER
SP-10 ROAD WIDENER

1	\$825	\$2,475	\$7,425
1	\$890	\$2,670	\$8,010

ETNYRE CHIPSREADER



4	\$1,950	\$5,850	\$17,550
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17474 Judson Rd.
San Antonio, TX 78247
P: 210-657-5151
F: 210-657-5871
Austin: 512-873-7717
www.cooperequip.com

HAMM PRICE SHEET

HAMM DRIT ROLLER		LBS	T.A.F.	QTY	DAILY	Weekly	Monthly
(84")	H 11XS SMOOTH DRUM	12.5	36	1	\$251	\$752	\$2,257
(84")	H 11I SMOOTH DRUM	12.5 ton	36	1	\$340	\$1,020	\$3,060
(84")	H 11 I PAD FOOT DRUM	13 ton	36	1	\$361	\$1,084	\$3,251
(91")	H20 PAD FOOT DRUM	22 ton		1	\$650	\$1,951	\$5,852
HAMM PNEUMATIC							
(82")	GRW-280 I	10 ton		8	\$383	\$1,148	\$3,443
(82")	GRW-280 I	25 ton			\$544	\$1,632	\$4,897

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE**: Insurance is required for this solicitation.

A. **General Requirements**:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- ii. 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 fourteen (14) calendar days after written request from the City.
- 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 Contractor shall not commence work until the required insurance is obtained and has been reviewed by 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.
- v. 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.
- vi. 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.
- vii. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- viii. 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.
- ix. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, 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.
- x. 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.
- xi. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

- xii. 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.
 - xiii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiv. The Contractor shall endeavor to 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.
- 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. **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 Injuries). The policy shall contain the following provisions and endorsements.
 - 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. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
 - e. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
 - f. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - ii. **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. The policy shall contain the following endorsements:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
 - b. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iii. **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. The policy shall contain the following provisions and endorsements:
 - a. The Contractor's policy shall apply to the State of Texas.
 - b. Waiver of Subrogation, Form WC420304, or equivalent coverage.
 - c. Thirty (30) calendar days Notice of Cancellation, Form WC420601, 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

2. **PLACEMENT OF ORDERS:** The City of Austin will submit all material orders to the contractor in writing via fax or email with a purchase order number. The Contract Manager may call to verify that order was received and that the material can be provided as requested. Thereafter the Contractor shall be responsible for notifying the Contract Manager immediately with delays or unavailability of material.
3. **DELIVERY REQUIREMENTS:** Delivery shall be made to locations specified at time of order, within the Austin city limits.
- A. Delivery is to be made within two (2) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
 - C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays
 - E. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
4. **PICK-UP ORDERS:**
- A. The vendor shall have material available within one (1) working day for pick-up orders.
 - B. The vendor shall make the material available for delivery/pickup during the following normal working hours and days: 7:30 am to 4:30 pm, Monday through Friday.
 - C. Pickup of materials will be made only if vendor is within 20 miles of the City of Austin limits.
 - D. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
5. **INVOICES:**
- A. **Invoices shall contain 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. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be emailed to PWDAccountsPayable@austintexas.gov or mailed to the below address:

	City of Austin
Department	Public Works Department
Attn:	Financial Services
Address	505 Barton Springs Rd., Suite 800
City, State Zip Code	Austin, TX 78704

- B. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- D. 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.

6. 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 this paragraph), 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. The City may withhold or off set 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.
- D. 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.
- E. 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 transfer of funds.

7. **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:

Brenda Jimenez

Public Works Department

505 Barton Springs Rd, 8th Floor

Phone: 512-974-7955 brenda.jimenez@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.

EXHIBIT B
City of Austin, Texas
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 21st day of August, 2018

CONTRACTOR
Authorized
Signature

Title

Coper Equipment Co.
[Signature]
District Manager

EXHIBIT C
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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

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

Contractor's Name:

Casper Equipment Company

Signature of Officer or
Authorized
Representative:

Matt Casper Date: 8/21/18

Printed Name:

Matt Casper

Title

District Manager

**INFORMAL TABULATION - BUYBOARD QUANTITY DISCOUNT
CITY OF AUSTIN
RENTAL OF PNEUMATIC ROLLERS AND MILLING MACHINES**

Bid No.	N/A	R. B. Everett	Anderson	Vermeer	Cooper	RDO
RX No.	N/A					
Date	11/2/2016					
Buyer	Erika Larsen					

SECTION 1: Pneumatic Roller with Swivel Seat (Hamm GRW280 or Buyer approved equal)

1	Make		Bomag		Hamm	Sakai
2	Model		BW-27RH		GRW280	GW751
3	Daily Rate		\$650.00		\$375.00	\$600.00
4	Weekly Rate		\$1,600.00		\$1,125.00	\$1,800.00
5	Monthly Rate		\$3,895.00		\$3,375.00	\$5,400.00
6	Delivery Charge		\$450.00		\$625.00	\$350 Local (<50 miles)
7	Return Haul Charge		\$450.00		\$425.00	\$350 Local (<50 miles)
8	Flat Tire Repair Service		\$350.00		100-5000	x
9	QTY in Rental Fleet		12		8	3

SECTION 2: Milling Machine (Bomag 51" BM1300 or Buyer approved equal)

1	Make	Bomag 51"	Bomag			
2	Model	BM1300-30	BM-1300			
3	Daily Rate	\$4,000.00	\$2,800.00			
4	Weekly Rate	\$7,500.00	\$7,000.00			
5	Monthly Rate	\$18,000.00	\$19,000.00			
6	Delivery Charge	\$1,200.00	\$1,000.00			
7	Return Haul Charge	\$1,200.00	\$1,000.00			
8	Flat Tire Repair Service					
9	QTY in Rental Fleet	3	3			

SECTION 3: Milling machine (Bomag 78" BM2000 or Buyer approved equal)

1	Make	Bomag	Bomag			
2	Model	BM2000-60	BM-2000			
3	Daily Rate	\$5,000.00	\$3,800.00			
4	Weekly Rate	\$10,000.00	\$9,500.00			
5	Monthly Rate	\$24,000.00	\$25,000.00			
6	Delivery Charge	\$1,500.00	\$1,200.00			
7	Return Haul Charge	\$1,500.00	\$1,200.00			
8	Flat Tire Repair Service					
9	QTY in Rental Fleet	3	3			

SECTION 4: Broom Sweeper (Broce CRT350 or Buyer approved equal)

1	Make	Broce	Lay-Mor		Broce	
2	Model	CRT35	SM-450		RCT350	
3	Daily Rate	\$225.00	\$300.00		\$237.00	
4	Weekly Rate	\$650.00	\$750.00		\$711.00	
5	Monthly Rate	\$19,900.00	\$1,800.00		\$2,134.00	
6	Delivery Charge	\$600.00	\$450.00		\$250.00	
7	Return Haul Charge	\$600.00	\$450.00		\$250.00	
8	Flat Tire Repair Service		\$300.00		100-500	
9	QTY in Rental Fleet	20	6		2	

**INFORMAL TABULATION - BUYBOARD QUANTITY DISCOUNT
CITY OF AUSTIN
RENTAL OF PNEUMATIC ROLLERS AND MILLING MACHINES**

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RX No.	N/A					
Date	11/2/2016					
Buyer	Erika Larsen					

SECTION 5: Paver (Carlson CP100 or Buyer approved equal)

1	Make				Carlson	
2	Model				CP100	
3	Daily Rate				\$884.00	
4	Weekly Rate				\$2,651.00	
5	Monthly Rate				\$7,952.00	
6	Delivery Charge				\$625.00	
7	Return Haul Charge				\$425.00	
8	Flat Tire Repair Service				x	
9	QTY in Rental Fleet				3	

SECTION 6: Excavator (Link-Belt 330LX or Buyer approved equal)

1	Make		Kobelco			Deere
2	Model		SK-350			300GLC
3	Daily Rate		\$1,300.00			\$745.00
4	Weekly Rate		\$3,200.00			\$2,235.00
5	Monthly Rate		\$8,000.00			\$6,700.00
6	Delivery Charge		\$800.00			\$700 Local (<50 miles)
7	Return Haul Charge		\$800.00			\$700 Local (<50 miles)
8	Flat Tire Repair Service					
9	QTY in Rental Fleet		12			14

SECTION 7: Single Drum Roller (Bomag PW211 PD40 or Buyer approved equal)

1	Make	Bomag	Bomag		Dynapac	Sakai
2	Model	BW211PD	BW-211PD		CA2500PD	SV540T
3	Daily Rate	\$460.00	\$600.00		\$381.00	\$489.00
4	Weekly Rate	\$1,370.00	\$1,540.00		\$1,144.00	\$1,467.00
5	Monthly Rate	\$4,100.00	\$3,600.00		\$3,432.00	\$4,400.00
6	Delivery Charge	\$675.00	\$450.00		\$625.00	\$350 Local (<50 miles)
7	Return Haul Charge	\$675.00	\$150.00		\$425.00	\$350 Local (<50 miles)
8	Flat Tire Repair Service		\$350.00		100-5000	
9	QTY in Rental Fleet	10	24		1	13

SECTION 8: Trommel Screener (McCloksey Model 621 or Buyer approved equal)

1	Make			Vermeer		
2	Model			TR521		
3	Daily Rate			\$1,200.00		
4	Weekly Rate			\$3,650.00		
5	Monthly Rate			\$10,400.00		
6	Delivery Charge			\$450.00		
7	Return Haul Charge			\$450.00		
8	Flat Tire Repair Service					
9	QTY in Rental Fleet			2		

**INFORMAL TABULATION - BUYBOARD QUANTITY DISCOUNT
CITY OF AUSTIN
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Bid No.	N/A	R. B. Everett	Anderson	Vermeer	Cooper	RDO
RX No.	N/A					
Date	11/2/2016					
Buyer	Erika Larsen					

SECTION 9: Front End Loader (CAT Model 966 or Buyer approved equal)

1	Make					Deere
2	Model					744k
3	Daily Rate					\$945.00
4	Weekly Rate					\$2,835.00
5	Monthly Rate					\$8,500.00
6	Delivery Charge					\$350 Local (<50 miles)
7	Return Haul Charge					\$350 Local (<50 miles)
8	Flat Tire Repair Service					
9	QTY in Rental Fleet					11

SECTION 10: Conveyor Stacker (MGL 8042T Site Boss or Buyer approved equal)

1	Make					
2	Model					
3	Daily Rate					
4	Weekly Rate					
5	Monthly Rate					
6	Delivery Charge					
7	Return Haul Charge					
8	Flat Tire Repair Service					
9	QTY in Rental Fleet					