



Amendment No. 2
To
Contract No. NA190000078
For
Vegetative and Grounds Maintenance of Subset 1 Ponds
Between
Unity Contractor Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 11, 2020 through February 10, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$91,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/11/2019 - 02/10/2020	\$91,000.00	\$91,000.00
Amendment No. 1: Option 1 – Extension 02/11/2020 – 02/10/2021 Price increase of 21.8% 02/11/2020	\$91,000.00	\$182,000.00
Amendment No. 2: Option 2 – Extension 02/11/2021 – 02/10/2022	\$91,000.00	\$273,000.00

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

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

Sign/Date:

Printed Name: Patrick Carter
Authorized Representative

Unity Contractor Services, Inc.
6448 Highway 290 East, Suite F-113
Austin, Texas 78723
(512) 926-8065
lenzyucs@swbell.net

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Matthew Duree
Digitally signed by
Matthew Duree
Date: 2021.01.28
12:50:39 -0600



Amendment No. 1
To
Contract No. NA190000078
For
Vegetative and Grounds Maintenance of Subset 1 Ponds
Between
Unity Contractor Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 11, 2020 through February 10, 2021. Three options will remain.
- 2.0 The City hereby grants a twenty-one-and eight-tenths percent (21.8%) price increase to the subject contract. The price increase will go into affect on February 11, 2020, and is displayed in the table below.

Item	Description	Old Price	Modifier	New Price
1.1	Pond maintenance as per the attached specification. Sites cut 4 times per year with additional miscellaneous cuts as requested by the City	0.0031	1.218	0.0037
1.2	Cutting saplings and woody brush and disposing of created debris. Trimming of low lying tree limbs to maintain access.	0.30	1.218	0.37

- 3.0 The total contract amount is increased by \$91,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/11/2019 – 02/10/2020	\$91,000.00	\$91,000.00
Amendment No. 1: Option 1 – Extension 02/11/2020 – 02/10/2021 Price Increase of 21.8% 02/11/2020	\$91,000.00	\$182,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 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.

Sign/Date:

Patrick Carter 1/23/2020

Printed Name: Patrick Carter
Authorized Representative

Unity Contractor Services, Inc.
6448 Highway 290 East, Suite F-113
Austin, Texas 78723
(512) 926-8065
lenzyucs@swbell.net

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Unity Contractor Services, Inc.

1-22-2020

City of Austin
ATTN: Mike Zambrano
Contract Specialist III
124 th Street Suite 310
Austin, TX 78701
512-974-3130

mike.zambrano@austintexas.gov

RE: ECONOMIC PRICE ADJUSTMENT REQUEST - Vegetation Grounds Maintenance of Subset I
Ponds Contract: NA190000078

Unity Contractor Services, Inc has appreciated the opportunity to provide Vegetation and Grounds maintenance services for the City of Austin Subset Pond project. Unity assumed a previous contract from a Contractor that had unfortunately been failing in service delivery. Due to cost fluctuations it has become necessary to request an Economic Price Adjustment for a 25% increase in the contract price.

JUSTIFICATION:

LABOR & FUEL-----As you are most likely aware the average wages in this part of Texas is about 16% above the national average. As you can probably also surmise the key to a successful landscaping company is its employees. They are the ones on the sites day in and day out working to enhance and maintain your Ponds so obviously you want the best people working on your project. The changing economy has made it harder to find, afford and retain qualified labor and thusly gives us no choice but to seek a cost increase from our customers. As the construction industry continues to rebound and thrive, especially in Austin and the surrounding areas, it has started hiring workers at 20 to 30 percent more per hour than the landscape industry which in turn causes landscaping companies to lose workers to other positions like concrete and framing contractors. This issue has had a huge impact on landscaping labor costs. Not only are landscape companies losing workers to the construction industry, but to keep employees we have to match the construction pay rates.

The high demand for experienced laborers has also created a shortage of people looking for work. For example, when we lose an employee, we are forced into an overtime situation where we have to pay 1 ½ times our normal hourly rates for the same work. We have to increase pay rates to remain competitive and recruit and retain dependable, qualified workers. Experienced, qualified workers enable us to provide high quality services to you. The need for experienced workers that know how to operate additional equipment and that know how to work safely increases along with the additional training increases for positions that require additional safety measures for this type work.

In addition to the cost of living and labor price increase also gas prices continue to be on the rise. To do our part in addressing both labor and fuel increases we have purchased more efficient equipment to try and save on fuel and to try and decrease the number of laborers needed for the project but it still does not keep up enough with the increase in cost but it does at least keep it to where we are not having to seek greater than 25%.

Lastly, as part of our justification for the price adjustment request, we would like to draw your attention to the picture requirement. Now having done this for a year it has become apparent that the level of detail required for pictures is quite involved and time consuming. It requires before and after



Unity Contractor Services, Inc.

pictures; labeling; sorting; database entry and file organization of all pond pictures at a level that has significantly impacted the labor hours & resources needed to fulfill this documentation requirement. Even though we are in need of help by seeking this increase we are still at the same time trying to keep pricing low to the City as you will see demonstrated in that even with an increase we are still not at a price level of any other bids for this job. We really want to continue the contract and just need some help. We truly appreciate your support of this pricing adjustment request. Thank you for your consideration

Sincerely,

A handwritten signature in black ink that reads "Patrick Carter". The signature is written in a cursive style with a large, prominent "P" and "C".

Patrick Carter
President

Cc: Acayla Haile



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

February 11, 2019

Unity Contractor Services, Inc.
Patrick Carter
CEO
6448 E. Hwy 290 Suite F113
Austin, TX 78723

Dear Patrick:

The Austin City Council approved the execution of a contract with your company for vegetative and grounds maintenance of subset 1 ponds in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Acayla Haile and Josie Archer
Department Contact Email Address:	Acayla.haile@austintexas.gov and Josephine.archer@austintexas.gov
Department Contact Telephone:	512-974-7284 and 512-974-9735
Project Name:	Vegetative and Grounds Maintenance of Subset 1 Ponds
Contractor Name:	Unity Contractor Services, Inc.
Contract Number:	MA 6300 NA190000078
Contract Period:	2/11/2019 – 2/10/2020
Dollar Amount	\$91,000
Extension Options:	Four 12-month option of \$91,000/option
Requisition Number:	RQM 6300 18090400743
Solicitation Type & Number:	IFB 6300 SLW1010
Agenda Item Number:	27
Council Approval Date:	February 7, 2019

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,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Unity Contractor Services, Inc. ("Contractor")
for
Vegetative and Grounds Maintenance of Subset 1 Ponds
MA 6300 NA190000078**

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 Unity Contractor Services, Inc. having offices at Austin, TX 78723 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 6300 SLW1010.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB, 6300 SLW1010 including all documents incorporated by reference
- 1.1.3 Unity Contractor Services, Inc.'s Offer, dated December 4, 2018, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to four additional 12-month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).
- 1.3.3 This is a 12-month Contract. Prices are firm for the first twelve (12) months.

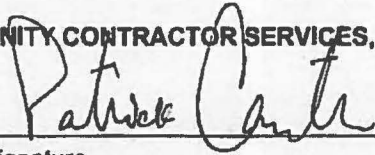
1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$91,000 for the initial Contract term and \$91,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in 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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

UNITY CONTRACTOR SERVICES, INC.



Signature

PATRICK CARTER

Printed Name of Authorized Person

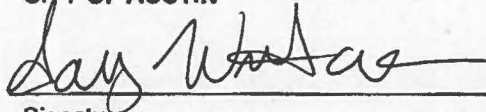
CEO

Title

8 FEB 2019

Date

CITY OF AUSTIN



Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

2/11/19

Date



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

SOLICITATION NO: IFB 6300 SLW1010

DATE ISSUED: November 12, 2018

REQUISITION NO.: RQM 6300 18090400743

COMMODITY CODE: 98836

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

Sandy Wirtanen
Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Vegetative and Grounds
Maintenance of Subset 1 Ponds

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: December 4, 2018 at 2:00 PM

BID OPENING TIME AND DATE: December 4, 2018 at 3:00 PM

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 6300 SLW1010	Purchasing Office-Response Enclosed for Solicitation # IFB 6300 SLW1010
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) 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 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	7
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and 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 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete, sign and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and 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.

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: Unity Contractor Services, Inc.

Company Address: 6448 E. HWY 290 Suite F113

City, State, Zip: Austin, TX 78723

Vendor Registration No. VS0000004060

Printed Name of Officer or Authorized Representative: Patrick Carter

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 12/04/2018

Email Address: Lenzyucs@swbell.net

Phone Number: 512-926-8065

*** Completed Bid Sheet, section 0600 must be submitted with this signed 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.

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18. SUBCONTRACTORS:

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

19. WARRANTY-PRICE:

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

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

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

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

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30. DELAYS:

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

31. INDEMNITY:

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

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

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

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

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

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

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

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

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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

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48. DISPUTE RESOLUTION:

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

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

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

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

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

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

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

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

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

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

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

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

- 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.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

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

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

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

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

OR PURInsuranceCompliance@austintexas.gov

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:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to four additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to: WPDInvoices@ausitntexas.gov

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- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing 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). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

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8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 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.
 - (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.

Database Name: Employment, Hours, and Earnings from the Current Employment Statistics Survey (national)	
Series ID: CEU6056173001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Series Title: All employees, thousands, landscaping services, not seasonally adjusted	
Super Sector: Professional and Business Services	
Industry: Landscaping Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

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

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
10. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Acayla Haile, acayla.haile@austintexas.gov, 512-974-7284

Josie Archer, Josephine.archer@austintexas.gov, 512-974-9735

*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
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
SOLICITATION NUMBER: IFB 6300 SLW1010**

1.0 PURPOSE

- 1.1. The City of Austin, Watershed Protection Department, Field Operations Division, hereinafter referred to as “the City”, seeks bids from qualified service providers, hereinafter referred to as the “Contractor”, in response to this solicitation. The solicitation includes vegetative and grounds maintenance services and debris removal in and around identified pond sites and maintenance access areas located throughout the City of Austin, hereinafter referred to as “Subset 1 Ponds”. Contractor is required to meet all specifications listed herein as minimum requirements.
- 1.2 This solicitation shall ensure proper vegetative and ground maintenance of Subset 1 Pond sites and surrounding areas. The Contractor shall provide professional maintenance services, minimizing negative environmental impacts, and utilizing the safest possible equipment and techniques in order to minimize the risk of injury to persons, infrastructure, and properties in and around the sites.

2.0 OVERVIEW

- 2.1 **Attachment “A,”** Subset 1 Ponds – Master List and Cut Schedule, contains list of the Pond sites and their cut schedules. Maps and additional information are available here-

<https://austintexas.app.box.com/v/vcp-subset-1-ponds>

- 2.2 The service area covers a variety of pond types located in sensitive areas. Subset 1 Pond types are defined below:
 - 2.2.1 Filtration Only – this type of pond has sand beds through which stormwater filters before reaching a network of perforated pipes.
 - 2.2.2 Retention/Irrigation – this type of pond is built in the Barton Springs Zone, an environmentally sensitive area. An irrigation system pumps captured storm water back out over natural areas adjacent to the pond.
 - 2.2.3 Sedimentation/Sand Filtration – These ponds have a sedimentation basin that capture larger debris before stormwater moves over to the filtration basin. A concrete splitter box is often attached to a flood detention basin.
 - 2.2.4 Flood Detention – This type of pond provides flood control by slowing down stormwater at the point it exits the Ponds’ outlets.
 - 2.2.5 Wet Ponds – These ponds have a permanent pool of water, a 15-20 ft. buffer of riparian vegetation extending from the average waterline, and are surrounded by an extended detention basin. The Contractor will not provide services of the riparian buffer or the interior of the wet pond, only the extended detention basin and berms.
- 2.3 Subset 1 Pond sites total approximately 16,817,553 square feet, the area to include the pond itself and the surrounding area.
- 2.4 The City reserves the right to add or remove sites, and increase or reduce the frequency of service to any resulting contract. One time cuts or trash and debris removal at sites not on the list may be required at the direction of the Project Manager.

3.0 APPLICABLE SPECIFICATIONS

- 3.1 ANSI A300, “Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance”
- 3.2 ANSI Z133.1, “Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements”
- 3.3 Texas Nursery and Landscape Association’s (TNLA) Texas Certified Landscape Professional Manual

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- 3.4 City of Austin Environmental Regulations and other applicable Federal, state and local ordinances and laws
- 3.5 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, Federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect on the date of the Contract. Contractor's operations shall comply with all Federal, state, and county laws or regulations, and with applicable ordinances of the City, including all safety and environmental laws. Any regulation not specifically stated in this solicitation, but clearly necessary for performance of the work under any resulting Contract, is included
- 3.6 All the codes, specifications, or standards referred to, except as modified in these Specifications, shall have full force and effect as though printed in the Specifications. Such specifications and standards are not furnished to bidders, since manufacturers and trades involved are assumed familiar with their requirements. The City shall furnish, upon request, information as to how the Contractor may obtain copies of the referenced specifications and standards.

4.0 ENVIRONMENTAL IMPACT

- 4.1 The City's equipment preferences include propane, bio-diesel, or natural gas powered mowers, edging, or trimming devices, electric mowers, edging, or trimming devices, and hand tools where appropriate.
- 4.2 The City values innovative approaches to reducing the impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City. Contractor shall complete and include in their bid submittal **Attachment "B"**, Equipment Inventory List.
- 4.3 The Contractor shall establish and demonstrate their landscaping and maintenance practices to limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this scope of work.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 The Contractor shall provide all labor, parts, equipment, materials, tools, supervision and transportation required to perform the services described herein successfully.
- 5.2 The Contractor shall begin work within fourteen (14) calendar days of notification of contract award, or as otherwise mutually determined by the City and the Contractor.
- 5.3 The Contractor shall have up to five (5) consecutive business days to complete each site. Contractor shall notify City if inclement weather interferes with the timely completion of the work.
- 5.4 The Contract shall apply herbicide by a person possessing, or under the direct supervision of a person possessing, a valid State of Texas Pesticide Commercial Applicator License. Contractor shall supply proof in their bid submittal, of any pesticide/herbicide application certification(s) for any direct employees.
- 5.5 The Contractor shall provide copies of pesticide/herbicide application records and an updated Pesticide Application Tracking Log with invoices. For an example of the City's Pesticide Application Tracking Log, see **Attachment "C"**. Contractor shall provide copies of Applicator Licenses for all employees applying or supervising application of herbicide, upon request from the City.

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- 5.6 Contractor shall make every effort to direct cuttings and debris picked up by rotating assemblies away from nearby vehicles and buildings. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, nearby vehicles, or on sidewalks.
- 5.7 The Contractor shall **IMMEDIATELY** contact the **City's Spills & Complaints Program at (512) 974-2550** upon discovery of suspected hazardous waste spills or any hazardous situation, condition, or structure.
- 5.8 Contractor shall report to the City, within two (2) hours of occurrence, of any damage done by Contractor's employees to City or private property. The Contractor shall repair or replace any damage to property or loss of vegetation, at no cost to the City, and within five (5) calendar days of the occurrence.
- 5.9 Contractor shall properly dispose of used and contaminated lubricants, packaging materials, and filters. Costs for disposal fees shall be included in the cost of the services bid and not charged separately on an invoice. The Contractor shall provide the City, upon request, an affidavit declaring that all used and contaminated lubricants and filters were properly disposed.

6.0 PERFORMANCE SPECIFICATIONS

- 6.1 The Contractor shall visit Subset 1 Ponds four times per year. Designated wildflower ponds or sites, as per **Attachment "A"**, are on a reduced mowing schedule. The Contractor shall cut these ponds on a modified schedule, as indicated by the cut schedule on **Attachment "A"** and in 6.1.1, 6.1.2 below.
 - 6.1.1 **Regular Schedule** - Four cuts per year. Approximate schedule is below. Mid-winter will be used to make up cuts if weather causes the cycle to run long, as well as woody removal and clearing jobs as needed. Individual ponds may have their schedule changed by the City if deemed necessary.
 - 5.1.1.1 **First Cut:** October 1 – December 31
 - 5.1.1.2 **Second Cut:** March 1 – April 30
 - 5.1.1.3 **Third Cut:** May 1 – June 30
 - 5.1.1.4 **Fourth Cut:** July 1 – September 30
 - 6.1.2 **Wildflower Schedule** - Ponds that are on a wildflower schedule have a different cut schedule to allow wildflower and native grasses to grow and reseed before they are cut. Individual ponds may have their schedule changed by the City if deemed necessary. The Contractor shall cut the seven wildflower ponds in their cycle in order to space them out correctly.
 - 6.1.2.1 **First Cut:** December (last cut in the cycle)
 - 6.1.2.2 **Second Cut:** Skipped. If applicable, Contractor shall cut buffers in place of a full cut in the spring and early summer
 - 6.1.2.3 **Third Cut:** Delayed until **after July 15**. If applicable, Contractor shall cut buffers in place of a full cut in the spring and early summer
 - 6.1.2.4 **Fourth Cut:** September (last cut in the cycle)
 - 6.1.3 The Contractor shall remove litter and debris from maintenance area prior to and after mowing, string trimming, and blowing, and properly dispose of such material after each visit. The Contractor shall collect litter or debris, (tree limbs, bushes, un-mowed leaves, cans, paper, plastic, etc.) shredded by mowers or trimmers, before leaving the site and dispose of material properly.
 - 6.1.4 The Contractor shall mow and mulch vegetation for the Vegetation Control Program (VCP) area indicated in the maps provided in the link below, as requested by the City.
<https://austintexas.app.box.com/v/vcp-subset-1-ponds>

**CITY OF AUSTIN
SCOPE OF WORK
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
SOLICITATION NUMBER: IFB 6300 SLW1010**

- 6.1.5 The Contractor shall remove all saplings, woody vegetation, and trees less than 8" in diameter within the VCP area of a pond. Contractor will treat the stump with a City-approved herbicide. Removal of woody vegetation shall occur on **every** visit. Occasional removal of trees larger than 8" diameter, or one-time woody removals at sites not on the master list, will be called for at the discretion of the City.
- 6.1.6 Some of the work areas are sloped, with a significant grade, or on uneven terrain that may be difficult to access with large mechanical equipment. The City prefers the Contractor remove vegetation in the sand beds by hand unless the vegetation is widespread grass, which the Contractor shall mow. The work may require using the following equipment:
- 6.1.6.1 Hand-held manual tools or saws;
 - 6.1.6.2 Weed eaters;
 - 6.1.6.3 Manual, push type, or riding mowers;
 - 6.1.6.4 Small tractors equipped with mowing and/or raking attachments.
- 6.2 Contractor shall furnish all materials, labor, equipment, transportation, fuel, machinery, tools, horticultural supervision, and all other necessary things required to perform the work at the Subset 1 Ponds sites, leaving them in an acceptable condition, in accordance with this specification and its attachments.
- 6.3 In most cases, an access drive is available to each Subset 1 Pond site, for parking vehicles. Contractor shall use the access drive to park vehicles when possible. If Contractor vehicles must park vehicles on the street, the Contractor must place temporary warning signs around these vehicles.
- 6.4 The Contractor shall maintain all equipment utilized to perform the work in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All gasoline cans shall be OSHA approved.
- 6.5 Prior to mowing, the Contractor shall remove all trash and debris and dispose of it properly at an accredited landfill or other facility approved by the City. Debris shall consist of vegetation and woody debris only and not sediment. If Contractor shall remove larger trash or debris (e.g., couch, fallen tree). If unable to remove with the equipment on hand, Contractor shall notify the City within one hour of the observation and return within two business days to complete the removal. If the Contractor discovers a dead animal, the Contractor shall notify the City's "311" center to arrange for its removal.
- 6.6 Contractor shall cut all turf-grass areas on the slopes, dam, and access area to a height **not lower than 4 inches**. Surrounding areas that are less than or equal to 10 feet from the street shall be cut not lower than 3 inches.
- 6.7 The Contractor shall mulch cut vegetation for the ponds until pieces are no longer than 2", and evenly distribute mulch as to not inhibit growth of the vegetation underneath.
- 6.8 Contractor **shall not enter any saturated area** (area wherein equipment will leave ruts) with any **equipment heavier than weed eaters**. Use of heavier equipment will likely tear up the Pond's floor, resulting in sizeable repair expenses. The City reserves the right to seek remedy from the Contractor for full reimbursement of the cost to rehabilitate any area so damaged.
- 6.9 Contractor shall provide proof that brush and/or trash is being disposed of in an appropriate manner. If the material is disposed of in a landfill, the Contractor shall attach the receipt(s) to their monthly invoice. If organic materials are disposed of at a compost site managed by the Contractor, the City reserves the right to inspect this site.
- 6.10 Contractor shall remove woody vegetation, and trees less than 8" in diameter, either by using a Weed Wrench, or by cutting and treating the stems/stumps. It is preferred to remove the vegetation by the roots if possible, especially on trees with a diameter of 2" or less. Cut vegetation shall immediately be removed to a City approved landfill or other approved location.

**CITY OF AUSTIN
SCOPE OF WORK
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
SOLICITATION NUMBER: IFB 6300 SLW1010**

- 6.11 The Contractor shall not use any herbicides or pesticides without the prior written consent of the City. The City anticipates the actual requirement for herbicide usage will be minor, primarily the treatment of cut stumps.
- 6.11.1 Active ingredients approved by the City: glyphosate and triclopyr
- 6.11.2 Prior to the start of the landscape maintenance, Contractor shall submit in writing a list of all products proposed for use
- 6.11.3 The Contractor shall conduct the entire process of chemical application under the supervision of a Licensed Pesticide Applicator certified by the Texas Department of Agriculture.
- 6.12 The Contractor must apply all herbicide products per label directions and in accordance with all state and Federal laws. Application of herbicide shall avoid contact with nearby water. Contractor shall not use the herbicide if rainfall is expected (greater than 50% chance) within four (4) hours by the National Weather Service, or if wind speed is greater than 8 miles per hour. The herbicide shall contact the weeds or stumps only, and shall not impact adjacent desirable vegetation or contact nearby water.
- 6.13 All trees uprooted or cut down shall be disposed of as specified in paragraph 6.10 above.
- 6.14 At arrival and upon completion of each visit to an individual pond, the Contractor shall take before and after photos of the site that clearly show the work accomplished and provide the photos electronically to the City prior to issuance of an invoice. All photos must include a date and time stamp to reflect date and time of service.
- 6.15 If the Contractor discovers a Subset 1 Pond in a problematic condition, they shall immediately cease work and contact the City for instructions, sending photographs that clearly display the situation. Occasionally, a third party may cut or partially cur a pond prior to Contractor's arrival. Contractor will submit a photo of the cut pond, and it will be marked as CBU (cut by unknown) and skipped for that cut cycle.
- 6.16 Contractor shall avoid unnecessary interference with concurrent activities of other Contractors and City staff at the work site. Contractor shall not interfere with the use of public and private roads, and shall provide and maintain suitable detours or other temporary expedients if necessary. Contractor shall conduct the work in a manner to avoid unnecessary noise and other disturbance and shall cooperate with other occupants of the premises.
- 6.17 Contractor and its employees shall not solicit work or prune, remove, or perform any other work on trees, or remove any brush, under any resulting contract at the request of any party other than the City, including, but not limited to, any property owner, without the prior consent of Owner. Any solicitation of work or any vegetation management for entities other than the City shall occur outside of the regular working hours specified below, and may not occur where there may be a conflict of interest with any resulting Contract.
- 6.18 The City reserves the right to inspect the Contractor's equipment at any time prior to award of this Contract or during the Contract term. Any equipment deemed unacceptable by the City for failures that include, but are not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage shall be replaced at the Contractor's expense prior to the next scheduled visit. Failure to provide suitable equipment for completing each visit within the required schedule may be grounds for termination of this contract. The Contractor's equipment shall not be stored on City property at any time.

7.0 SAFETY

- 7.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary safety precautions and shall provide the necessary protection to prevent damage, injury, or loss to all persons and property affected by the work.

**CITY OF AUSTIN
SCOPE OF WORK
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
SOLICITATION NUMBER: IFB 6300 SLW1010**

- 7.2 Contractor shall comply with all applicable Federal, state and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable.
- 7.3 Contractor shall prepare and deliver to City only upon request, a safety work plan the Contractor will use. Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.
- 7.4 Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 7.5 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.
- 7.6 If there is an accident involving injury to any individual on or near the work, Contractor shall notify the City immediately by phone or radio of the incident after insuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. The Contractor shall provide copies of such documentation to the City within forty-eight (48) hours of the event.

8.0 CONTRACTOR'S PERSONNEL

- 8.1 Contractor employees shall wear safety vests, protective glasses, and any other OSHA required safety equipment.
- 8.2 Contractor shall satisfy the City that the Contractor has a number of employees necessary to perform the work according to the schedule.
- 8.3 Contractor shall use supervisory personnel experienced in vegetation control services to ensure the Contractor completes all work in accordance with specifications. All personnel performing under this contract shall be direct employees of the Contractor.
- 8.4 Supervisor(s) shall be able to speak, read and write English. Supervisor shall report any problems or concerns directly to the City.
- 8.5 The Contractor shall ensure all crewmembers are adequately trained and supervised at all times by an English-speaking crew leader.
- 8.6 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be marked on an outer garment, or worn on the outer garment.
- 8.7 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

9.0 SCHEDULE AND WORK HOURS

- 9.1 The Contractor shall visit Subset 1 Ponds four times per year, as per the Section 6.0 Performance Specifications and **Attachment "A"**.

**CITY OF AUSTIN
SCOPE OF WORK
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
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- 9.2 The Contractor shall perform work Monday through Friday, 8:00am to 4:00pm, excluding City Holidays. No work shall be performed after hours or on weekends without prior approval by the City. A few of the ponds may have further restrictions on the hours allowed (e.g., in a school zone.)
- 9.3 The Contractor can determine the order in which they service the Subset 1 Ponds as long as the cuts are sufficiently spaced out. However, the City may prioritize certain ponds and the Contractor shall complete the work there within five working days of notification.
- 9.4 The City may cancel or reschedule a scheduled visit with a minimum of one business day notification.

10.0 INDEPENDENT CONTRACTOR

The Contractor shall act as an independent contractor, not as an agent of the City, and shall be responsible for compliance with regulatory requirements and services provided. The services performed by the Contractor shall be subject to City's review, inspection, and approval, but the detailed manner and method of performance shall be under the control of the Contractor. The accuracy, completeness, and application of proper methods are entirely the responsibility of Contractor.

11.0 ACCEPTANCE OF WORK

- 11.1 The City's Contract Manager or designee shall be the sole judge of acceptability of work based on the scope of work. The Contractor shall provide progress updates to the City's Contract Manager or designee as requested.
- 11.2 The City may perform random inspections at its sole discretion; the Contractor shall correct any work deemed unacceptable by the City's Contract Manager or designee within one business day.
- 11.3 The Contractor shall provide a Cut List for all work locations, including applicable landfill tickets, and submit the electronic files of the "before" and "after" photos, with date and time stamp, to the City's Contract Manager or designee on a weekly basis. Payment is contingent upon acceptance of work.

12.0 ERRORS OR AMBIGUITIES

The Contractor shall report any errors or ambiguities in the Specifications or any work order or assignment to the City as soon as detected. The City shall issue a clarification or interpretation that shall be definitive.

**CITY OF AUSTIN
BID SHEET
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
SOLICITATION NUMBER: IFB 6300 SLW1010**

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

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" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY 1 - ROUTINE AND PREVENTIVE MAINTENANCE

Proposer must be able to establish and provide routine and preventive maintenance for all types of requested services as described in Section 0500 - Scope of Work, Paragraph 5 (of the scope of work). The prices for these routine and preventive maintenance services shall include all labor, transportation, and material costs.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL SQUARE FOOTAGE	UNIT PRICE	EXTENDED PRICE
1.1	Pond maintenance as per the attached specification. Sites cut 4 times per year, with additional miscellaneous cuts as requested by the City	16,817,553	.0031	\$52,134.41
1.2	Cutting saplings and woody brush and disposing of created debris. Trimming of low lying tree limbs to maintain access.	100,000	.30	\$30,000
TOTAL EXTENDED PRICE:				\$82,134.41

Please check the boxes below as confirmation.

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) - required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - if applicable
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) - required
<input checked="" type="checkbox"/>	Non-Discrimination Certification (Section 0800) - required
<input checked="" type="checkbox"/>	Living Wages Contract Certification (Section 0815) - required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835) - required
<input checked="" type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900) - required
<input checked="" type="checkbox"/>	Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan - if applicable
<input checked="" type="checkbox"/>	Completed Attachment B - Equipment Inventory List
<input checked="" type="checkbox"/>	Valid State of Texas Pesticide Commercial Applicator Licenses
<input checked="" type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input checked="" type="checkbox"/>	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

VENDOR NAME: __Unity Contractor Services, Inc. Patrick Carter

VENDOR EMAIL ADDRESS: __LenzyUCS@swbell.net

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	Unity Contractor Services, Inc.	
Physical Address	6448 E. HWY 290 Suite F113 Austin, TX 78723	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference SheetResponding Company Name Unity Contractor Services, Inc.

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 Housing Authority
Name and Title of Contact Nora Morales Director of Purchasing
Project Name Grounds Maintenance
Present Address 1124 S. IH 35
City, State, Zip Code Austin, TX 78704
Telephone Number (512) 477-1496 ex2119 Fax Number ()
Email Address NoraM@hacanet.org

2. Company's Name Austin Housing Finance Corporation
Name and Title of Contact Sandra Harkins
Project Name Grounds Maintenance
Present Address 1000 E. 11th Street Suite 200
City, State, Zip Code Austin, TX 78702
Telephone Number (512) 974-3128 Fax Number ()
Email Address Sandra.Harkins@austintexas.gov

3. Company's Name Travis County Housing Authority
Name and Title of Contact Barry Hall
Project Name Grounds Maintenance
Present Address 502 E. Highland Mall Blvd., Suite 106B
City, State, Zip Code Austin, TX 78752
Telephone Number (512) 854-1887 Fax Number ()
Email Address Barry.Hall@traviscountytexas.com

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 Fourth day of December, 2018

CONTRACTOR	<u>Unity Contractor Services, Inc.</u>
Authorized Signature	<u></u>
Title	<u>CEO</u>

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Ulises Jimenez	UCS	Prime	\$25.00 per hour	Crew Foreman
Octavio Perez	UCS	Prime	\$19.50 per hour	Crew Foreman
Augustine Sosa	UCS	Prime	\$18.50 an hour	Crew Member
Wilberto Garcia	UCS	Prime	\$18.00 an hour	Crew Member
Rafael Aguinaga	UCS	Prime	Salary	Crew Foreman
Felipe Sanchez	UCS	Prime	\$16.00 an hour	Crew Member

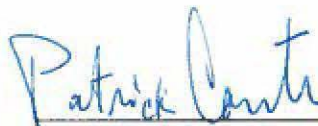
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Unity Contractor Services, Inc.

Signature of Officer
or Authorized
Representative:



Date: December 4, 2018

Printed Name:

Patrick Carter

Title

CEO

Section 0835: Non-Resident Bidder Provisions

Company Name Unity Contractor Services, Inc.

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 6300 SLW1010

SOLICITATION TITLE: Vegetative and Grounds Maintenance of Subset 1 Ponds

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:

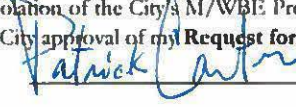
- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall 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	Unity Contractor Services, Inc.		
City Vendor ID Code	VS0000004060		
Physical Address	6448 E. HWY 290 Suite F113		
City, State Zip	Austin, TX 78723		
Phone Number	512-926-8065	Email Address	Lenzyucs@swbell.net
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>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.</p>			
Unity Contractor Services, Inc.		 12/4/2018	
Name and Title of Authorized Representative (Print or Type)		Signature/Date	
PATRICK CARTER CEO			



**ADDENDUM
VEGETATIVE AND GROUNDS MAINTENANCE OF SUBSET 1 PONDS
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 6300 SLW1010

Addendum No: 1

Date of Addendum: 11/15/2018

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

I. Questions and Answers:

Q1: Why is this going out to bid? Could this be included in a current contract?

A1: The current contract is expiring. The department wishes to keep these services separate from other contracts.

Q2: When is the estimated start date?

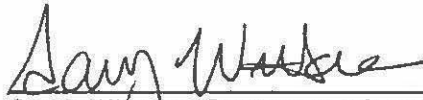
A2: February 2019.

Q3: Why are there only four cuts? Do you anticipate additional mows?

A3: Four cuts per year is the standard for most of the ponds. Additional mows should not be anticipated; however, there is possibly additional brush and tree work.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Wirtanen, Procurement Specialist IV
Purchasing Office, 512-974-7711


Date

ACKNOWLEDGED BY:

Unity Contractor Services, Inc.
Name


Authorized Signature

11/15/2018
Date

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

Attachment B

Equipment Inventory List

Company Name: Unity Contractor Services, Inc.

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase

Contractor's Full Name: Patrick Carter

Contractor's Signature: Patrick Carter Date: 12/04/2018

Please see attached equipment list

Unity Contractor Services, Inc. Equipment List

Equipment Type	Brand/ Model	Size	Year Made	# of Units	Condition
3-point edger w/ blades				5	Good
Air Excavation Tool	Guardair ASU4105G4 Pistol Grip		2017	2	Very Good
Back pack sprayers				4	Good
Blower				10	Very Good
Bow Rakes				4	Good
Bucket Harness				4	Good
Bush Hogs				3	Good
Bypass Pruners				8	Good
Chain Lanyard				12	Excellent
Chainsaw	Stihl	36"	2009	8	Good
Chainsaw	Stihl	20"	2009	8	Very Good
Chainsaw	Stihl	18"	2009	4	Good
Chainsaw	Stihl	14"	2009	4	Very Good
Chaps				9	Very Good
Chipper 1000	Vermeer		2014	1	Very Good
Chipper 1390	Bandit		2016	1	Very Good
Chipper 1500	Vermeer		2013	1	Very Good
Chipper 1590	Bandit		2016	1	Very Good
Climbing Belts				12	Excellent
Climbing Lanyard				12	Very Good
Climbing Ropes				12	Excellent
Cones				54	Good
Cultivators				2	Good
Drinking Water Jug				8	Good
Dump Trailer	Texas Pride		2012	1	Very Good
Dump Trailer	Big Tex	20'	2015	1	Very Good
F350	Ford		2002	1	Very Good

Unity Contractor Services, Inc. Equipment List

F350	Ford		2004	1	Very Good
F350	Ford		2012	1	Very Good
F350	Ford		2016	1	Very Good
F350	Ford		2017	1	Very Good
F550	Ford		2015	1	Very Good
Flat Bed Water Sprayer				1	Good
Forged Cultivators				6	Good
Front End Loader	S650 T4			1	Very Good
Garden Shears				5	Good
Gas Cans		Small		4	Good
Gas Cans		Large		4	Good
Grease Gun				2	Good
Halfmoon Edgers				2	Good
Hand Blower				4	Good
Hand Cultivators				6	Good
Hand Pruners				14	Good
Hand Transplantors				7	Good
Hand Water Jug				4	Good
Handle Fork				5	Good
Hard Hats				14	Very Good
Heavy Duty Truck	Freightliner	M21 LF	2018	1	Very Good
Heavy Duty Truck	Ford	F750	2017	1	Very Good
Hedge Shears				3	Good
Hedge Trimmers				4	Good
Large Tractor	Kubota	15'	2014	1	Very Good
Loppers				2	Good
Minipiks				4	Good
Mower 15 ft bat wings		15'		3	Excellent
Paddles	Stop on 1 side	Slow on	other side	9	Excellent
Paint Stick				3	Good

Unity Contractor Services, Inc. Equipment List

Picks				6	Good
Pole Saws				5	Good
Power Pruner	Stihl	HT 13.1	2008	6	Very Good
Prentice Loader				1	Good
Pruning Saw				7	Good
Pull Ropes				12	Very Good
Push Mower				3	Very Good
Rakes				12	Good
Shop Made Trailer	Texas Pride		2015	1	Very Good
Shop Made Trailer	Texas Pride		2017	1	Very Good
Shop Made Trailer	Texas Pride		2016	1	Very Good
Shovels				5	Good
Signs				9	Good
Skid Steer	Bobcat T4	S650	2016	2	Very Good
Skidsteer	Bobcat	T650	2016	1	Very Good
Small Tractor	John Deer	12'		1	Very Good
Soil Scoops				4	Good
Spray Bottle				4	Good
Stands for Signs				9	Very Good
Stump Grinder	Bandit		2005		Very Good
Stump Grinder 2550	Bandit		2016		Very Good
T650	Bobcat		2016		Very Good
Tractor Mowers	Kubota			4	Good
Trailer	Big Tex	16'	2016	1	Very Good
Trenching Shovels				4	Good
UT w/ 60 Ft Lift Boom	GMC		2004		Very Good
UT w/ 60 Ft Lift Boom	GMC		2003		Very Good

Unity Contractor Services, Inc. Equipment List

Utility Trailer	Load Trail		2016		Very Good
Wedges				6	Good
Weed Eaters				10	Excellent
Wheel Chalks				6	Good
Zero turn mower		72"		7	Good

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4
TAC§7.24(s)

Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.



TEXAS DEPARTMENT OF AGRICULTURE
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

**COMMERCIAL PESTICIDE APPLICATOR
LICENSE**

ULISES JIMENEZ

5013 JOSHUA CT
AUSTIN TX 78744

TDA Client No: 00368769
License No: 0479824
Effective Date: 10/31/2018
Expires: 10/31/2019



Front side

Categories: 5

Descriptions:

1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangoland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.


TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

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

ULISES JIMENEZ
5013 JOSHUA CT
AUSTIN TX 78744

TDA Client No: 00368769
License No: 0479824
Effective Date: October 31, 2018
Expires: October 31, 2019
Categories:



ATTACHMENT A
Subset 1 Ponds - Master List and Cut Schedule

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
50	50, 56	8306	Mauai Dr	28,332	642Q	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
53	53	7908	Nairn Drive	14,701	642L	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
57	57	8212	Nairn Drive	29,973	642K	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
59	59	7715	Islander Dr	39,274	642L	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
62	62	8005	Treehouse Ln	12,231	642R	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
63	63	7803	Palacios Dr	30,174	642L	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
64	64	7805	Beckett Road	8,358	642F	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
67	67	6801	W William Cannon Dr	52,108	612P	Oct. - Dec.	NO CUT		July - Sept.	Wildflower Schedule
72	72, 76	6008	Oasis Drive	51,987	642E	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
73	73, 978	5611	Kayview Dr	91,215	642F	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
77	77	8314	Nairn Drive	12,374	642P	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
78	78	3906	Alexandria Dr	7,823	642U	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
79	79	6620	W William Cannon Dr	11,631	612T	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
80	80, 979	8301	Doe Meadow Dr	55,393	642J	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
82	82	6502	West William Cannon Drive	6,312	612T	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
83	83	6300	Oasis Drive	16,396	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
84	84	6017	Cannon Mt. Drive	28,349	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
87	87, 981	8033	Doe Meadow Dr	163,306	642E	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
91	91	4914	Flaming Oak Dr	52,939	642G	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
95	95, 96, 100	8301	Copano Dr	87,154	642Q	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
97	97, 982	7815	Kincheon Ct	20,924	642F	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
98	98	7717	Pomona Trl	32,326	642K	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
99	99	7804	Nairn Drive	12,020	642L	Oct. - Dec.	BUFFER CUT ONLY		July - Sept.	Wildflower Schedule
107	107	8207	Treehouse Ln	10,856	642Q	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
110	110	8112	Mauai Dr	23,084	642Q	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
114	114	7704	Brodie Ln	9,298	642R	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
120	120	4911	Cana Cove	15,141	612Y	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
121	121	6203	Parkwood Dr	42,870	612T	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
126	126	7600	Woodstone Dr	2,649	642R	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
135	135	6107	Blanco River Pass	25,156	642E	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
152	152	3818	Arrow Dr	12,473	642R	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
178	178	6333	Clarion Dr	11,968	641M	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
187	187	7817	Cheno Cortina Trl	32,886	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
188	188	6421	Zadock Woods Dr.	16,651	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
220	220	-----	Mopac S. (Dick Nichols Reg. Dam)	82,843	642K	Oct. - Dec.	NO CUT		July - Sept.	Wildflower Schedule
232	232	6321	Convict Hill or 6420 Ira Ingram w/ channel	13,718	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
252	252	5900	Kabaye Cv	16,822	642B	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
265	265	6932	Robert Dixon Dr	51,334	642C	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
272	272	5769	Republic of Texas Boulevard	49,801	612H	Oct. - Dec.	BUFFER CUT ONLY		July - Sept.	Wildflower Schedule
287	287	8932	La Siesta Bend	36,543	641M	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
288	288	8828	La Siesta Bend	18,711	641M	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
298	298	4815	Sika Ln	9,892	642P	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
301	301	6413	Farmdale Ln	4,820	641M	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
302	302	6312	Clairmont Dr	14,556	641H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
303	303	6408	Clairmont Dr	4,032	641H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
305	305	7717	Kiva Dr	9,932	642F	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
306	306	6615	Hot Springs Drive	60,598	641H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
316	316	9700	S Mopac Expy	76,373	671D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
321	321, 509	5800	Back Bay Ct	104,917	671G	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
335	335, 987	5620	Republic of Texas Boulevard	213,359	612H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
349	349, 988	5752	Republic of Texas Boulevard	163,597	612H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
434	434	5200	Corrientes Cv	83,472	642W	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
436	436	5806	Magee Bnd	32,318	642J	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
437	437	7621	Shadowridge Run	11,816	642A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
438	438	6709	Debcoe Drive	1,530	641D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
439	439	6709	Telluride Trl	13,772	641D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
440	440	6725	Telluride Trl	15,636	641D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
466	466	6745	Poncha Pass	11,272	641D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
469	469	7335	Pusch Ridge Loop	73,600	642M	Oct. - Dec.	NO CUT		July - Sept.	Wildflower Schedule
470	470	4001	Sendero Drive	202,786	613A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
498	498, 990	4717	Foster Ranch Rd	61,998	612G	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
499	499, 1085	6307	Taylorcrest Drive	49,369	641M	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
505	505	4200	Davis Lane	240,218	642Q	Oct. - Dec.	BUFFER CUT ONLY		July - Sept.	Wildflower Schedule
529	529	10302	Escarpment Boulevard	4,692	641Z	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
530	530	4708	Eagle Feather Dr	31,816	613N	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
557	557, 558	6809	Poncha Pass	39,554	641D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
573	573	5410	Korth dr	99,384	642N	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
574	574	8700	La Cresada Dr	29,589	642N	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
610	610	3601	Pirun Court	45,005	612D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
613	613, 992	3901	Travis Country Circle	154,219	612D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
614	614, 993	3902	Travis Country Circle	143,863	612H	Oct. - Dec.	BUFFER CUT ONLY		July - Sept.	Wildflower Schedule
633	633	6632	La Crosse Avenue	26,303	641Y	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
635	635, 722	6700	Maelin Dr	156,685	641X	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	

Flag Number	Flag Number Ponds (for internal WPD use)	Street Number	Location	Area	Map Page	1st Cut	2nd Cut	3rd Cut	4th Cut	Comments
683	683	7300	Tanaqua Lane	30,916	612D	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
684	684	7300	Doswell Lane	16,803	671A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
686	686	11104	Pairnoy Ln	88,285	641X	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
696	696	8700	Nandas Trl	14,553	611L	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
705	705	6803	Hansa Loop	98,233	641U	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
711	711	5220	Scottish Thistle Dr	46,854	642W	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
731	731, 732	7225	Magenta Ln	68,253	671A	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
750-1	750-1	5125	Convict Hill Rd.	94,399	642F	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
769	769	10901	Cap Stone Dr	81,776	641X	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
789	789	6916	Via Ricco Drive	71,681	641H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	
790	790	6517	Via Correto Drive	63,558	641H	Oct. - Dec.	Mar. - Apr.	May - June	July - Sept.	



Business/Applicator Name _____ Address _____

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated		Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application		FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:				
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit			
Documentation used to verify training of non-licensed applicator (Mark Applicable Box) <input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label								

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated		Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application		FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:				
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit			
Documentation used to verify training of non-licensed applicator (Mark Applicable Box) <input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label								

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	PM Name/Phone	N/A
Sponsor/User Dept.	Watershed	Sponsor Name/Phone	Josie Archer 512-974-9735
Solicitation No	IFB 6300 SLW1010	Project Name	Vegetative and Grounds Maintenance of Subset 1 Ponds
Contract Amount	\$62,000 annually	Ad Date (if applicable)	11/12/18
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The solicitation includes vegetative and grounds maintenance services and debris removal in and around identified pond sites and maintenance access areas located throughout the City.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Previous solicitation, SDC0179 was solicited without goals. Vendor is not subcontracting.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
98836 - Grounds Maintenance 100%			
Sandy Wirtanen		10/30/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	10/30/2018	Date Assigned to BDC	10/30/2018
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 type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 15 MBEs and 5 WBEs available to bid as primes.

Subcontracting Opportunities Identified

There are no subcontracting opportunities identified.

Sonya Powell

SMBR Staff

Sonya Powell

Signature/ Date

10/30/18

SMBR Director or Designee

[Signature]

Date

10/31/18

Returned to/ Date: