Amendment No. 2
to
Contract No. 8600-NR190000005
for
Management and Operation of the Butler Pitch and Putt Golf Course
between
Pecan Grove Golf Partners
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add the following Force Majeure language.

1.1 Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City. The City reserves the right to provide the vendor with written notice when the City: 1) decides to suspend, waive or reduce vendor's concession payments to the City in response to the force majeure event; and 2) determines concession payments are to resume.

2.0 Add the examples of concession payment waiver notification and concession payment resumption template.

3.0 The total contract is recapped below:

Action	Revenue Contract Amount for the Item	Total Contract Revenue Amount
Initial Term: 07/10/2019 – 07/10/2029		
Amendment No. 1: Waive monthly fee: April 10, 2020 and May 10, 2020	-$5,400.00	0.00
Amendment No. 2: Add Force Majeure language and template	$0.00	$0.00

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

5.0 MBE/WBE goals were not established for this contract.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

Printed Name: JASON BLACK
Authorized Representative
Pecan Grove Golf Partners
520 E. Oltorf St.
Austin, TX 78704

Signature & Date:

Al Drayton Digitally signed by Al Drayton
Date: 2021.01.29 09:19:55 -06'00'

Alfonso Drayton, Procurement Specialist III
City of Austin Purchasing Office

Amendment No. 1
to
Contract No. 8600-NR190000005
for
Management and Operation of the Butler Pitch and Putt Golf Course
between
Pecan Grove Golf Partners
and the
City of Austin

1.0 The City hereby amends the above referenced contract due to the extenuating circumstances created by the COVID-19 pandemic. The City closed the Butler Pitch and Putt Golf Course and its food and beverage concession on March 16, 2020. As of this date the Butler Pitch and Putt Golf Course are open under restrictions.

2.0 The City hereby amends the above referenced contract to waive the revenue from the minimum monthly flat fee of $2700 due April 10, 2020 and May 10, 2020 as specified in section 1.4.

3.0 The total contract is recapped below:

Action	Revenue Contract Amount for the Item	Total Contract Revenue Amount
Initial Term: 07/10/2019 – 07/10/2029		
Amendment No. 1: Waive monthly fee: April 10, 2020 and May 10, 2020	-$5,400.00	0.00

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

5.0 MBE/WBE goals were not established for this contract.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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

Signature & Date:

May 22-2020

Signature & Date:

Al Drayton Digitally signed by Al Drayton Date: 2020.06.09 16:34:20 -05'00'

Printed Name: _____
Authorized Representativ e
Pecan Grove Golf Partners
520 E. Oltorf St.
Austin, TX 78704

Alfonso Drayton, Procurement Specialist II
City of Austin Purchasing Office

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
PECAN GROVE GOLF PARTNERS ("CONTRACTOR")
FOR
MANAGEMENT AND OPERATION OF THE BUTLER PITCH AND PUTT GOLF COURSE
CONTRACT NUMBER: 8600-NR190000005

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 Pecan Grove Golf Partners having offices at 520 East Oltorf Street Austin, TX 78704 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 RFP 8600 CRR3004.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposals (RFP), 8300 CRR3004 including all documents incorporated by reference

1.1.3 Pecan Grove Golf Partners Offer, dated April 8, 2019, 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.**

1.3.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 10 years.

1.3.2 The Contract may be extended automatically beyond the initial term for up to two (2) additional 5-year terms at the City's sole option unless the Contractor is notified in writing no less than 180 days prior to the contract's expiration.

1.3.2.1 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.

1.3.2.2 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).

1.3.2.3 This is a 10-year revenue Contract.

1.4 **Revenue**. The Contractor shall pay the City in accordance with the Contract requirements:

1.4.1 Contractor shall pay the City without demand, at the Office of the Director of the Parks and Recreation Department for the City of Austin by the 10th of each month, a minimum flat monthly fee of $2,700 plus a one-time, annual lump sum payment equal to 18% of annual gross revenue (minus the sum of the monthly fees).

1.4.1.1 The annual lump sum payment is due no later than January 31st of each year.

1.4.1.2 Monthly fees as listed in 1.4.1 are waived during approved renovation periods (closures).

1.4.1.3 Once renovations are complete the Contractor shall pay the City without demand by the 10th of each month, a minimum monthly fee of $10,417, plus a one-time, annual lump sum payment for 6% of revenues exceeding $694,444, due by January 31st of each year.

1.5 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.5.1 Exhibit A- Pecan Grove Golf Partner's Clarification Response

1.5.2 Group sizes are not limited by the golf course, however Pecan Grove Golf Partners will manage large groups in order to maintain a place of play to not interrupt the overall flow of play for other golf patrons.

1.5.3 Pecan Grove Golf Partners will maintain the current golf fees:

1.5.3.1 $10.00 on weekdays for all patrons

1.5.3.2 $7.00 for seniors (60 and older)

1.5.3.3 $8.00 for juniors (18 and under) and

1.5.3.4 $11.00 on weekends for all patrons.

1.5.3.5 Upon completion of the capital improvements, golf fees will be as defined in Tab 6: Program (Exhibit D) of the Pecan Grove Golf Partners' proposal and shall be adjusted through PARD approval process.

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.

PECAN GROVE GOLF PARTNERS	**CITY OF AUSTIN**
JASON BLACK	Claudia Rodriquez
Printed Name of Authorized Person	Printed Name of Authorized Person
	Claudia Rodriquez
Signature	Signature
PARTNER	Procurement Specialist IV
Title:	Title:
July 10, 2019	July 10, 2019
Date:	Date:

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

Exhbit A

April 18, 2019

Pecan Grove Golf Partners
Partners
Lynn Shackelford and Jason Black
520 E. Oltorf Street
Austin, TX 78704
Email(s): lshackelford53@gmail.com
& jason@junior.golf

Dear Lynn Shackelford and Jason Black:

Thank you for submitting your Offer for RFP CRR3004-Management and Operation of the Butler Pitch and Putt Golf Course for the City of Austin's Park and Recreation Department (PARD).

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

Please elaborate on your firm's response to the following items:

1. Your plan for clubhouse renovations and how you plan to incorporate the historical building requirements. Please provide specifics/elaborate on this overall plan.

2. Are the tees you have proposed in the response artificial or grass, or both?

3. Please provide additional details on the number of estimated visitors your food and beverage sales are based upon.

4. The City of Austin would like to see the club rental pricing remain the same over the contract's initial 5-year term. Is this something that Pecan Grove can meet?

Response is due no later than Monday, April 22, 2019 by close of business.

Questions concerning this request should be directed to Claudia Rodriquez at (512) 974-2959.

Sincerely,

Claudia Rodriquez
Procurement Specialist IV
City of Austin
Purchasing Office

Exhibit A, Cont.

TO: **CITY OF AUSTIN PURCHASING DEPARTMENT/CLAUDIA RODRIGUEZ**
FROM: **PECAN GROVE GOLF PARTNERS/JASON BLACK**
DATE: **APRIL 19th, 2019**
RE: ***Response request for RFP CRR3004-Management and Operations of the Butler Park Golf Course***

Please find below our responses per the request on April 18th. Please let me know if you have any additional questions.

1. Your plan for clubhouse renovations and how you plan to incorporate the historical building requirements. Please provide specifics/elaborate on this overall plan.

We recognize that the historic concrete masonry unit clubhouse is an important part of the site's cultural landscape and will follow the necessary steps needed to ensure that any repairs will conform to the Secretary of the Interior's Standards for Rehabilitation.

We plan to leave the exterior of the clubhouse visually unchanged, so our desire would be to submit an Historic Review application to the Historic Preservation Office and seek to have this project deemed eligible for administrative approval. If staff approves our application, we would then submit plans to the Certificate of Appropriateness Review Committee for their detailed feedback on our proposed plans, with the understanding that we would incorporate any feedback as needed to receive a Certificate of Appropriateness.

More generally, our plan is to increase the energy efficiency and functionality of the clubhouse by upgrading the utilities and infrastructure serving the building, relocating the restrooms to a new pavilion structure where they can be built to current ADA requirements, and adding an appropriately sized commercial kitchen to enhance the F&B offerings of the park.

2. Are the tees you have proposed in the response artificial or grass, or both?

Artificial turf for the tees and natural grass for everything else. Due to the traffic, size of the "tee area" and timeframe for grass regrowth, artificial turf will provide the customer with the best customer experience.

3. Please provide additional details on the number of estimated visitors your food and beverage sales are based upon.

See attached exhibit with breakdown of F&B statistics.

4. The City of Austin would like to see the club rental pricing remain the same over the contract's initial 5-year term. Is this something that Pecan Grove can meet?

Yes, we can agree to keep club rental pricing the same in the initial 5-years.

Exhibit A, Cont.

F&B Statistics

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
F&B Revenues						
Number of Golf Rounds	37,000	43,000	45,000	46,000	46,000	217,000
Average F&B Spend - Golf Round	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.25	$ 6.05
F&B from Golf Customers	$ 222,000	$ 258,000	$ 270,000	$ 276,000	$ 287,500	$ 1,313,500
Number of Breakfast Customers	3,651	3,701	4,450	4,657	4,696	21,155
Average F&B Spend - Breakfast	$ 5.00	$ 5.00	$ 5.50	$ 5.50	$ 5.50	$ 5.30
F&B from Breakfast Customers	$ 18,255	$ 18,505	$ 24,475	$ 25,614	$ 25,828	$ 112,677
Number of Lunch Customers	7,300	7,322	7,825	8,239	8,365	39,051
Average F&B Spend - Lunch	$ 8.25	$ 8.25	$ 8.50	$ 8.50	$ 8.50	$ 8.40
F&B from Lunch Customers	$ 60,225	$ 60,407	$ 66,513	$ 70,032	$ 71,103	$ 328,278
Number of Happy Hour/Dinner Customers	6,210	6,299	6,899	7,120	7,200	33,728
Average F&B Spend - Happy Hour/Dinner	$ 12.00	$ 12.00	$ 12.25	$ 12.25	$ 12.25	$ 12.15
F&B from Happy Hour/Dinner Customers	$ 74,520	$ 75,588	$ 84,513	$ 87,220	$ 88,200	$ 410,041
Total F&B Revenues	$ 375,000	$ 412,500	$ 445,500	$ 458,865	$ 472,631	**$ 2,164,495**
Statistics						
Total F&B Customers - Including Golfers	54,161	60,322	64,174	66,016	66,261	310,934
Average Spend	$ 6.92	$ 6.84	$ 6.94	$ 6.95	$ 7.13	$ 6.96
Total F&B Customers - Excluding Golfers	17,161	17,322	19,174	20,016	20,261	93,934
Average Spend	$ 8.92	$ 8.92	$ 9.15	$ 9.14	$ 9.14	$ 9.06

Exhibit A

Glacier Club New "Back Tee" For Photo-Ops and a Challenge

1 BUTLER 4
9 PITCH & PUTT 9

Request for Proposal
Golf Course Operations
Butler Park Pitch & Putt

RFP 8600-CRR 3004

Prepared for
City of Austin, Texas

by
Pecan Grove Golf Partners
April 9th, 2019

ORIGINAL DOCUMENT

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COVER LETTER

April 7, 2019
City of Austin, Municipal Building
Response Enclosed for Solicitation #CRR3004
124 W 8th Street, Rm 308
Austin, Texas 78701

Ladies and Gentlemen:
Going back many years, our group has maintained a vision and commitment to the protection of, and investment in, the operation, maintenance, enhancement and modernization of public facilities. In Austin, we are fortunate that these public facilities are the places where we all like to go; the places people who are not from Austin plan to experience when they travel here; the places those unfortunate individuals who have never been to Austin recognize when you mention you live here. We want the Butler Pitch and Putt to continue to be one of those places.

The idea for the Butler Pitch and Putt was formed in 1948, and while remaining in operation continuously since 1949, the Pitch and Putt has not seen any significant improvements made over these last 70 years. We stand prepared to make the investment and to create the environment and activity that will make the park sustainable, and an Austin treasure for the next 70 years.

We are local residents and business owners. We get Austin. Several of us have multigenerational ties, have lived in Austin our whole lives and grew up playing golf at the Pitch and Putt. We understand this town and feel an obligation to the community to get this right. We want to protect the green spaces and places that are held dear and keep them viable, fresh and current. Our vision is to keep the core function of Butler Pitch and Putt the same, but to enhance the experience by modernizing the facilities and operating it in a way that will engage the broadest range of the community. Our goal is to make it fun, make it current, make it multi-functional, make sure more people use it, like it, and enjoy their time in one of our great public assets.

If selected to manage the concessions contract for Butler Pitch and Putt, our promise will be to; i) continue to make Butler Pitch and Putt an affordable, easily accessible, must-play urban golf destination; ii) create a high-quality golf experience on real grass turf with golf holes that are unique, fun and easy to play; iii) provide the greatest pleasure to the greatest number. We thank the City for this opportunity to present a proposal for the operation of Butler Pitch and Putt and look forward to your questions and comments.

Keep Austin History; Keep Austin Weird; Keep Austin Local; Keep Austin Advancing; Keep Austin Clean; Keep Austin Green; Keep Austin Traffic Down; Keep Austin Transit Evolving; Keep Austin Economically Viable; Keep Austin Affordable; but most importantly keep Austin Feeling Like Home.

Sincerely,

Lynn Shackelford	Jason Black	Bart Knaggs
Partner	Partner	Partner

TAB 1

EXECUTIVE SUMMARY

OVERVIEW

Pecan Grove Golf Partners, LLC ("PGGP") is honored to submit this proposal for the management of the Butler Pitch and Putt golf facility. We believe the location and history of this property, combined with its proximity to downtown, make it a valuable resource for the City of Austin. The timing is ideal for new leadership that is committed to restoring the golf course, its facilities, and the quality of services, all to ensure an experience that reflects the character of Austin.

PGGP has combined the forces of Touchstone Golf and New Waterloo to create an operating partnership ideally suited to manage the Butler Pitch and Putt. Touchstone Golf, one of the nation's largest golf course management firms, is currently the operator of the Grey Rock Golf Course for the City of Austin. New Waterloo, an Austin-based hospitality management and development company, currently operates 12 restaurants, two hotels, and three retail outlets in the city. Together, we are eminently qualified to preserve and enhance the historic character of Butler Pitch and Putt, while simultaneously molding it into a more thoughtful, professional, and thriving business operation.

WHAT WE WILL DO:

» Provide the capital investment to restore and improve the existing facilities to create an optimal golf experience for as broad an audience as possible
» Build an events pavilion to expand the service offering provided in the park
» Restore and update the clubhouse to allow for increased food and beverage services

OUR VISION

» PROVIDING THE GREATEST PLEASURE FOR THE GREATEST NUMBER: Create an accessible and affordable golf experience for everyone.
» SHARING THE GIFT OF GOLF: Provide quality programming to support youth, family, and community golf experiences.
» PRESERVING THE SPIRIT OF PLACE: Protect and uphold the unique history, culture, and atmosphere. Future improvements will continue to reflect the look, feel, and vibe that makes Butler Pitch and Putt special.
» CONNECTING WITH THE COMMUNITY: Provide fun, meaningful experiences that become part of the fabric of the community.
» BUILDING A THOUGHTFUL & THRIVING BUSINESS: Position the Butler Pitch and Putt brand as a must-play urban golf destination for tourists and Austinites alike.

TAB 1

EXECUTIVE SUMMARY CONT.

PROJECT PLAN:

GOLF COURSE RESTORATION & MAINTENANCE: We will complete the necessary improvements to restore the course to a high-quality product that delivers an experience that exceeds customer expectations.

PROGRAMMING: Along with proper course conditions and a better golf experience, we will offer a variety of programs, events, and tournaments that create connections to the golf community and city-at-large.

EVENT PAVILION: We will add an open-air covered event pavilion that will serve as a community gathering space. The pavilion will give us the opportunity to host signature events, charitable fundraisers, and offer event rentals for corporate and social events. It will house ADA-accessible restrooms, back-of-house operational storage space, and +/- 1000 sf of covered seating under large fans for events, concerts, and every day enjoyment.

THE CLUBHOUSE: The idyllic green and white clubhouse building is the perfect "home" for Butler Pitch and Putt, and one deserving of a thoughtful restoration. Our plan includes renovating the clubhouse to bring the structure, its utilities and infrastructure up to what is needed to operate more efficiently and effectively as the hub of all operations. One of the main improvements to the clubhouse will be the addition of an appropriately sized commercial kitchen facility, to allow for an expanded food and beverage operation to better serve the golfers and non-golfers alike before or after a round.

TAB 1

EXECUTIVE SUMMARY CONT.

FINANCIAL SNAPSHOT

We believe that our plans to restore facilities, create new programming, add an events pavilion, and update the clubhouse, will create financial results that benefit both the City of Austin and the operator. With PGGP's expertise, we can create a high quality golf experience at an affordable price and continue to invest in maintaining quality standards at Butler Pitch and Putt.

» 10 Year Minimum Base Rents: $1.25 MM
» Capital Improvements: Minimum $800K

SUMMARY

As we have learned through our outreach in connection with the pursuit of this RFP, the preservation of the unique brand of golf represented by the Butler Park Pitch and Putt is something which is very important to many in our community. We have been overwhelmed by the number of people that have voiced strong support for our plan to restore and enhance this Austin icon. The consistent theme we are hearing is that the course has deteriorated and is in need of significant investment, and anything they can do to support our efforts, they will. This enthusiastic response reinforces our deep sense of obligation to "get it right" with our plans to fulfill the City's vision for the park facility.

We feel we have accomplished this by bringing in the right people at each step of the process, from the original Austinites in our group who provided the vision to enhance the best of what the Butler Pitch and Putt has to offer, to the operating partners who bring the knowledge and expertise to set up our operations in a way which will maximize the benefits the park can provide to the broadest possible audience.

This operation plan includes delivering an affordable and enjoyable experience to all who step foot on the property; performing a thoughtful and environmentally sensitive restoration of the golf course and its structures and facilities; and a current and renewed energy to program and activate the property in a way which will draw people to this location from all corners of our city.

TAB 2

COA PURCHASING DOCUMENTS

I. Offer Sheet

II. Section 0510 – Exceptions Checklist

III. Section 0605 – Local Business Presence Identification

IV. Section 0700 – Reference Sheet

V. Section 0800 – Non-Discrimination and Non-Retaliation Certification

VI. Section 0815 – Living Wages Contractor Certification

VII. Section 0835 – Non-Resident Bidder Provisions

VIII. Section 0840 – SDVBE Contractor Certification

IX. Section 0900-Subcontracting/Sub-Consulting Utilization Form

X. Section 0905-Subcontracting/Sub-Consulting Utilization Plan-if applicable. If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet.

XI. Addendums - RFP Addendum #1

TAB 2

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: Pecan Grove Golf Partners

Company Address: 520 E. Oltorf Street

City, State, Zip: Austin, Texas 78704

Vendor Registration No. V0000959979

Printed Name of Officer or Authorized Representative: Lynn Shackelford Jason Black

Title: Each, a Partner

Signature of Officer or Authorized Representative:

Date: April 8, 2019

Email Address: lshackelford53@gmail.com jason@junior.golf

Phone Number: (805) 551-0713 (512) 431-9988

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

TAB 2

Section 0510: Exceptions Checklist

Solicitation Number: RFP 8600 CRR3004 Management and Operation of the Butler Pitch and Putt Golf

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

PGGP takes no exceptions to any part of the RFP.

Indicate:

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

Page Number **Section Number** **Section Description**

Alternative Language:

Justification:

TAB 2

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	Pecan Grove Golf Partners	
Physical Address	520 E. Oltorf, Austin, Texas 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes ✓	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes ✓	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

TAB 2

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

TAB 2

Section 0700: Reference Sheet

Responding Company Name Pecan Grove Golf Partners (Owner Touchstone Golf)

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.

Please note Touchstone Golf is already a client of the City of Austin through its management of Grey Rock Golf Course.

1. Company's Name: City of Fredericksburg, Texas
   Name and Title of Contact: Clinton Bailey, Assistant City Manager
   Project Name: Lady Bird Municipal Golf Course
   Present Address: 126 W. Main Street
   City, State, Zip Code: Fredericksburg, Texas 78624
   Telephone Number: (830) 889-5897 Fax Number (830) 997-1861
   Email Address: cbailey@fbgtx.org

2. Company's Name: Prospect Recreation and Park District
   Name and Title of Contact: Mike Hanson, District Manager
   Project Name: Applewood Golf Course
   Present Address: 4198 Xenon Street
   City, State, Zip Code: Wheat Ridge, Colorado 80033
   Telephone Number: (303) 424-2346 Fax Number (303) 424-4066
   Email Address: mhanson@prospectdistrict.org

3. Company's Name: City of Mountain View
   Name and Title of Contact: JP de la Montaigne, Director of Golf
   Project Name: Shoreline Golf Links
   Present Address: 201 South Rengstorff Ave.
   City, State, Zip Code: Mountain View, California 94039
   Telephone Number: (602) 399-0559 Fax Number (650) 962-1609
   Email Address: jp.delamontaigne@mountainview.gov

TAB 2

Section 0700: Reference Sheet

Responding Company Name Pecan Grove Golf Partners (New Waterloo)

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: The Whitt Experience
   Name and Title of Contact: Gina Whittington, Owner/President
   Project Name: Hops for Hope / Various other private events
   Present Address: P.O. Box 1076
   City, State, Zip Code: Austin, Texas 78767
   Telephone Number: (512) 784-8763 Fax Number ( )
   Email Address: gina@thewhittexperience.com

2. Company's Name: Austin Parks Foundation
   Name and Title of Contact: Colin Wallis, CEO
   Project Name: Austin City Limits Music Festival
   Present Address: 1023 Springdale #4B
   City, State, Zip Code: Austin, Texas 78721
   Telephone Number: (512) 632-7671 Fax Number ( )
   Email Address: colin@austinparks.org

3. Company's Name: Inspire Investment Group
   Name and Title of Contact: Brian Toerber, President
   Project Name: Colfax Motel
   Present Address: 10940 S Parker Rd.
   City, State, Zip Code: Parker, CO 80134
   Telephone Number: (303) 990-1577 Fax Number ( )
   Email Address: brian@inspireinvestmentgroup.com

TAB 2

Section 0700: Reference Sheet

Responding Company Name Pecan Grove Golf Partners (Jason Black)

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: Club Corp
   Name and Title of Contact: Mark Gore, Vice President of Golf Operations
   Project Name: Junior Golf Platform Contract
   Present Address: 3030 Lyndon B. Johnson Freeway, Suite 600
   City, State, Zip Code: Dallas, Texas 75234
   Telephone Number: (330) 283-7894 Fax Number ( )
   Email Address: mark.gore@clubcorp.com

2. Company's Name: Arcis Golf
   Name and Title of Contact: Chris Crocker, Chief Marketing Officer
   Project Name: Junior Golf Platform Contract
   Present Address: 4851 Lyndon B. Johnson Freeway, Suite 600
   City, State, Zip Code: Dallas, Texas 75244
   Telephone Number: (214) 722-6000 Fax Number ( )
   Email Address: ccrocker@arcisgolf.com

3. Company's Name: Callaway Golf
   Name and Title of Contact: Connor Crail, Director of Special Markets
   Project Name: Junior Golf Partnership
   Present Address: 2180 Rutherford Rd.
   City, State, Zip Code: Carlsbad, California 92008
   Telephone Number: (619) 208-6650 Fax Number ( )
   Email Address: connor.crail@calawaygolf.com

TAB 2

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 compliant, 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

TAB 2

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this 8th day of April, 2019

CONTRACTOR Pecan Grove Golf Partners

Authorized Signature

Title Partner

TAB 2

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
No current employees				

(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: Pecan Grove Golf Partners

Signature of Officer or Authorized Representative: _____ Date: April 8, 2019

Printed Name: Lynn Shackelford Jason Black

Title Partner Partner

TAB 2

Section 0835: Non-Resident Bidder Provisions

Company Name Pecan Grove Golf Partners

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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 id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

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

Answer: _____

TAB 2

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME] Pecan Grove Golf Partners

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.

2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

   ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.

4. Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.

5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.

6. Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

TAB 2

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

TAB 2

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

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	Pecan Grove Golf Partners		
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

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

JASON BLACK / PARTNER — 4-8-19

Name and Title of Authorized Representative (Print or Type) — Signature/Date

TAB 2

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

TAB 2

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

TAB 2

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

TAB 2

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

TAB 2

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 8600-CRR3004 **Addendum No: 1** **Date of Addendum: 3/27/19**

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

I. Questions:

1. In the Scope of Work document section 4.6.2, is the evacuation plan to be included in the proposal or "Upon contract award?"

The evacuation plan shall be submitted upon contract award.

2. In the Scope of Work document section 4.8.5.9, there is mention of an Attachment F. Where is this attachment located?

The link to this document in the Scope of Work pg11 was not working for Attachment F but is now corrected. You can also find Attachment F here: Historic Preservation Resources & Information

3. In the Scope of Work document section 4.12.1.6, it states, "Food and beverage services may not exceed the existing electrical or mechanical capacity of the clubhouse." Does this mean, that there can be no capital improvements made to expand food and beverage services? Potentially, in a new structure?

Food and beverage services may not exceed the existing electrical and mechanical capability of the facility; however, approved City of Austin capital improvements plans that expand utility service will be allowed through prior City of Austin approval, subject to all permit requirements.

4. In the Scope of Work document section 4.13.5, there is a reference to "Section 5.13.2." Where is this located?

Item 4.13.5 of the Scope of Work should read as follows: Concessionaire shall submit to the City, for its approval, a list and description of potential subcontractors to be used.

5. None of the documents related to the RFP mention expected hours of the park or facilities, Is there an expectation?

General hours of operation are daylight to dark, seven days a week for the City of Austin golf operations. The City golf courses are closed Christmas day and, on occasion for regularly scheduled maintenance. If the vendor anticipates a variation in the hours of operations, they should clearly define those suggested hours of operations in their proposal.

II. Additional Information:

TAB 2

II.1 Added Attachment G-Aerial View of Butler Pitch and Putt Boundaries

II.2 Added active links to Section 0500-Scope of Work, Page 11.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

JASON BLACK		4/8/19
Name	Authorized Signature	Date

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

TAB 3

AUTHORIZED NEGOTIATOR

The authorized negotiators for this proposal on behalf of Pecan Grove Golf Partners are:

Lynn Shackelford, Partner
3614 Crosswind Dr.
Spicewood, TX 78669
lshackelford53@gmail.com
(805) 551-0713

Jason Black, Partner
6619 Dogwood Creek
Austin 78746
jason@junior.golf
(512) 431-9988

Bart Knaggs, Partner
520 E. Oltorf Street
Austin, TX 78704
bart@newwaterloo.com
(512) 415-5357

TAB 4

BUSINESS ORGANIZATION

A Texas limited liability company, headquartered in Austin, Texas

Office Address:

Pecan Grove Golf Partners, LLC

520 E. Oltorf Street

Austin, TX 78704

TAB 5

SYSTEM CONCEPT AND SOLUTION

We have incorporated by reference herein the main paragraph sections of the Scope of Work set forth in the RFP and acknowledge our duty and responsibilities to fully comply with the entire Scope of Work requirements. As set forth in other sections, we have provided details on how we will deliver the desired outcome. We have provided commentary below on the main subheadings of the Scope of Work to demonstrate our understanding and commitment to these requirements.

4.1 Concessionaire shall have exclusive rights to provide recreational services that include golfing, related equipment rental, and instructional activity; and for food and beverage sales at the clubhouse.
Our plan clearly outlines our understanding and commitment to these services.

4.2 Concessionaire shall demonstrate expertise and competency in the operations and maintenance of a golf course and in providing golfing services and programs, instruction, special events, and concession services.
The partners of PGGP bring this expertise to the Butler project.

4.3 Personnel Requirements
PGGP acknowledges all requirements under this section of the Scope of Work and commits to full compliance with these requirements.

4.4 Permits/Licenses/Certifications Required
The partners of PGGP are familiar with all licensing requirements required in the City of Austin and Touchstone currently operates in compliance with such requirements for the City of Austin at Grey Rock Golf Course.

4.5 Operation and Maintenance
PGGP acknowledges all requirements under this section of the Scope of Work and commits to full compliance with these requirements.

4.6 Concessionaire Safety Requirements
PGGP commits to providing all requirements set forth in this section as specified in the Scope of Work.

TAB 5

SYSTEM CONCEPT AND SOLUTION

4.7 Marketing

We have outlined herein a commitment to allocate investment in marketing tools, technology and resources to maximize the opportunity and enjoyment of the Butler facility.

4.8 Improvements

Our proposed capital plan herein will ensure that the Butler facility meets the requirements of this section in the Scope of Work. We further acknowledge the unique nature of the clubhouse and requirements established in 4.8.5.9.

4.9 Programming

Our plan includes a robust and comprehensive of programming activities for both golf and non-golf use of the facility.

4.10 Pricing

We fully intend to keep Butler affordable and pricing during off-peak times will provide additional price points such that the facility can be enjoyed at a fair price for customers.

4.11 Revenue

Our plan involves increasing revenue through more utilization, targeted programming and integration of Butler Park into the fabric of the community and the other City activities.

4.12 Service Requirements

All services set forth in the Scope Work are consistent with the service profile provided in our response to the RFP and any and all City requirements with respect to City regulations will be strictly adhered to.

4.13 Reporting Requirements

PGGP's reporting capabilities comply with the requirements set forth in this section.

TAB 6: PROGRAM

I. OPERATIONS

A. GOLF COURSE OPERATIONS: The golf course restoration is our highest priority to ensure a quality product that delivers the right experience. Restoration details are outlined in the capital improvement plan. To provide high quality course conditions, Butler Pitch & Putt will have a dedicated maintenance staff. We will post a quarterly calendar displaying all activities that relate to turf management, cultural practices and improvements; including aeration, fertilization, herbicide applications, turf replacement and capital improvement projects.

» **MAINTENANCE:** To maintain a high-quality golf course and guest experience, we will implement a regular maintenance plan. This plan will ensure a consistent product and an experience that exceeds customer expectations. Based on Texas grow patterns at Grey Rock Golf Course, we have outlined an anticipated maintenance schedule in Exhibit A.

EXHIBIT A: MAINTENANCE PLAN

In season: April through October	Off season: November through March
➢ Mow greens 7x per week @ .100" to .125". ➢ Mow greens surrounds 1x per week @ 1.25" - 1.5" ➢ Mow tees, collars and approaches 2-3x per week @ .500" ➢ Mow fairways 2-3x per week @ .500" ➢ Mow roughs 1x per week @ 1.25" – 1.5" ➢ Hole rotation: Cups are changed every day.	➢ Greens mowed as needed based on growing conditions @ .145" to .165". ➢ Mow greens surrounds 1x per week ➢ Mow tees 1 x per week @ .500" ➢ Mow fairways and collar and approaches 1x per week @.500" or as needed based on growing conditions. ➢ Mow roughs only as needed @ 1.25" – 1.5"

Practice	Timing
Aerification	▪ Greens (May, and September); Tees (Spring and Summer) ▪ Fairways/roughs (Spring and Summer)
Fertilization	▪ Greens: Foliar Bi-weekly, granular as necessary to provide adequate 'base' nutrient levels. ▪ Fairways and Tees: Granular 6-8 weeks depending on weather conditions ▪ Roughs: Granular 6-10 weeks depending on weather conditions, traffic areas will be spot fertilized more often based on turf needs.
Pre-emergent	▪ Apply in November/December to fairways and roughs ▪ Apply Post-emergent in January - May for cleanup purposes as necessary.
TDS/Salt Management	▪ Visually inspect the greens on a day to day basis for a discolored, modeled appearance indicating high levels of salt. ▪ Weekly TDS tests with hand-held meter on select greens. ▪ Greens flushing on an as needed basis based on observed conditions and TDS tests. This entails applying gypsum to the greens and providing heavy concentrations of water to the greens to move the salts through the soil.
Turf Protectants	Fungicides and insecticides applied on an as needed basis to address specific disease or insect activity on the course. Based on observations on the property we would consider utilizing a preventative fungicide program to prevent disease activity on the greens if the needs of the golf course required it.
Tests	▪ Soil tests will be taken 2x per year. ▪ Water tests will be taken 1x per year
Irrigation	Turf would be irrigated the necessary amount based on turf varieties, temperature and evapotranspiration to ensure turf health and strong playing conditions for guests.
Greens	▪ Light/frequent top-dressing bi-weekly in the growing season ▪ Verticut as necessary to thin thatch and improve playability
Course maintenance will be adjusted based on weather conditions and turf needs.	

TAB 6: PROGRAM

I. OPERATIONS

A. GOLF COURSE OPERATIONS CONT.

» **GOLF SYSTEMS:** Technology solutions will be used to manage daily operations. Technology solutions include, but are not limited to the following: point-of-sale systems, customer relationship management platform, automated golfer check-in, text-messaging software, mobile applications, automated survey systems, event management solution, and project management tools.

» **GOLF PROGRAMS:** We will offer programs, events, and tournaments that create connection with the golf community and city-at-large. Engagement will focus on youth, families, women, and seniors. We envision a place where all people can enjoy the gift of golf and build relationships. Please reference Addendum A for complete details on PGGP custom programs. In just the last two years these programs have been introduced into over one hundred golf facilities and have impacted thousands of youth. Outlined below are select specific examples:

* **Parent/Child Get Golf Ready (Ages 3-8):** An entry level parent-child class where parents can be active participants with their children throughout the class. Players learn the fundamentals, fun games, core values, and safety.
* **Short Game Summer Golf Camp (All Ages):** Butler is the perfect venue to host Short Game Golf Camps and Clinics for kids. Camps will be held in the summer and supported by PGA golf professionals.
* **Junior Get Golf Ready (Ages 8-13):** Introductory programs for new players learning golf where kids play with their peers. Players will learn all aspects of the fundamentals (putting, chipping, swinging) and gain confidence on the golf course.
* **Fall/Spring After-School Practice (Ages 10-16):** An organized practice program that allows kids to continue to learn and expand skills.
* **Team/League Golf (All Aged Players):** Team golf events (leagues) that promote repeat play and friendly competition.
* **Women's Golf Association:** A women's only group that promotes fellowship, fun and playing golf. This Association will be led by Anna Morales.
* **Senior Programs:** A senior golf association for seniors looking to continue an active lifestyle and play golf.

TAB 6: PROGRAM

I. OPERATIONS

A. GOLF COURSE OPERATIONS CONT.

» **GOLF INSTRUCTION:** To date, we have identified and spoken with the following Austin top teachers in regards to collaboration.

- **Barbara Puett:** A long-time Austinite with a focus on introducing golf to ladies that are new players.
- **Brech Spradley:** A top ranked Texas teacher and golf academy owner who will collaborate on Short Game Golf Camps during the summer.
- **Gary Rippy:** A local instructor with a focus on junior high and high school teams who will assist with after school programming.
- **Eric Lopez:** A leading teacher at Austin Lion's Muny who will collaborate on youth & family programs.

Additionally, PGGP has strong relationships with the Southern Texas PGA and Callaway Golf. Both will be leveraged to ensure a quality and professional experience.

* **South Texas PGA Members:** To support player development for youth and adults, PGGP will partner with accredited PGA/LPGA golf teachers. These teachers have a foundation for knowledge for teaching, understand how to work with all skill levels and ages.
* **Callaway Golf:** PGGP has an existing partnership with the number one brand in golf, Callaway. Callaway will be the preferred partner for all clubs for adults and juniors. These clubs will be available to all Butler Park players.

TAB 6: PROGRAM

I. OPERATIONS

B. PAVILION OPERATIONS

» **OVERVIEW:** We will add an open-air covered event pavilion that will serve as a community gathering space. The pavilion will give us the opportunity to host signature events, charitable fundraisers, and offer event rentals for both corporate and social events. The +/- 1000 sf structure will accommodate 20-150 guests.

» **EVENT RENTALS:** Designed with a flexible open configuration, The Pavilion will be an ideal setting for outdoor gatherings, including corporate off-sites, social receptions, and breakaway functions. We will create brand aligned sales materials and implement a streamlined sales strategy to drive awareness and increase demand. Sales efforts will be ran out of New Waterloo's existing sales department.

» **F&B OPERATIONS:** Our in-house F&B services will provide eclectic and fun catering options for events. Catering staff will be sourced from New Waterloo's existing restaurants and events teams when necessary. Sample reception menus could include:

SOUTH AUSTIN CONTRY CLUB BUFFET:

BYOHD: build your own hot dog station, includes all the fixins

PICNIC SALADS: potato salad & fruit salad

THE CLUB: club sandwich platters, done just right

PALETAS CART: an assortment of house-made popsicles

TAB 6: PROGRAM

I. OPERATIONS

C. THE CLUBHOUSE OPERATIONS

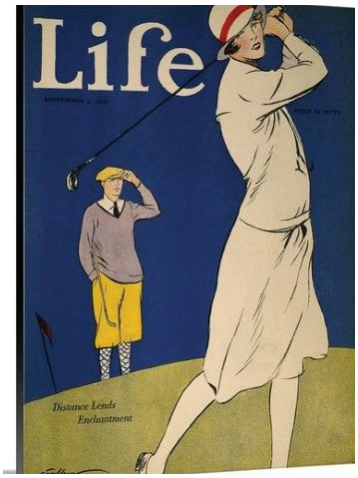
» **OVERVIEW:** One of the main improvements to the clubhouse will be the addition of an appropriately sized commercial kitchen facility, to allow for an expanded food and beverage operation to better serve the golfers and non-golfers alike before or after a round. Serving as the hub of all Butler Pitch and Putt activities, the clubhouse operations will be overseen by a full-time, on-site manager. Both New Waterloo and Touchstone will be able to leverage a deep pool of both internal and external candidates to find just the right mix of golf and hospitality experience for this critical role.

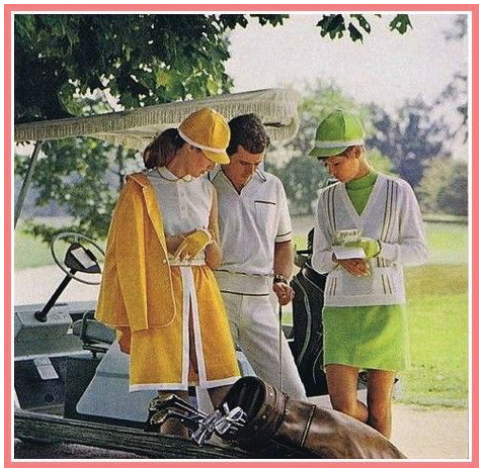
» **F&B OPERATIONS:** Staffing levels for the F&B operation in the clubhouse would consist of one employee to run the kitchen per shift with one additional employee to run the counter, simultaneously selling tee times as well as food and beverages to guests. An additional employee will be added for peak days and times as business dictates. The F&B operation at Butler Pitch & Putt will operate concurrently with the golfing hours at the park. We will employ a counter service model to ensure efficiency and speed for guests who are looking to pick something up on their way to their tee time. We will also have the capability to deliver refreshments to golfers already out in the park via a mobile beverage cart and/or a beverage and snack station within the course.

» **MERCH PROGRAM:** The Clubhouse will be home to an array of branded merchandise including apparel, koozies, coolers, and golf gear. The merch program is a great opportunity to capture the essence of Butler Pitch and Putt and create fun and playful brand moments for customers to enjoy long after their gold experience. Examples of branded merch can be found attached in Exhibit B.

TAB 6: PROGRAM

EXHIBIT B: MERCH PROGRAM 1



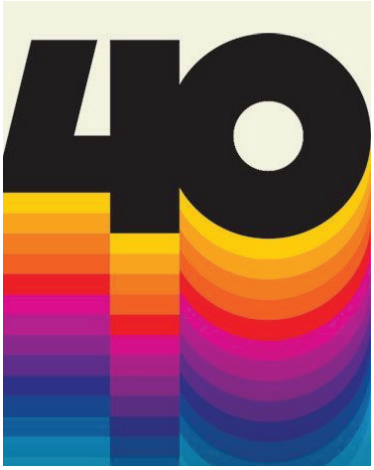


Shirts

Hats

TAB 6: PROGRAM

EXHIBIT B: MERCH PROGRAM 1



Lapel Pins

Shirts

TAB 6: PROGRAM

I. OPERATIONS

D. SALES & MARKETING:

» **OVERVIEW:** We will position the Butler Pitch & Putt brand as a must-play urban golf destination and cherished experience for travelers and Austinites alike. Our sales & marketing strategy serves as a road map for the launch and extension of the Butler Pitch & Putt message and experience.

» **SALES STRATEGY:** We will execute thoughtful, impactful, and profitable strategies in line with the voice of the brand. To increase awareness and demand for pavilion rentals, we will focus on direct sales outreach to targeted businesses, updated sales materials and systems, reputation management, and digital advertising.

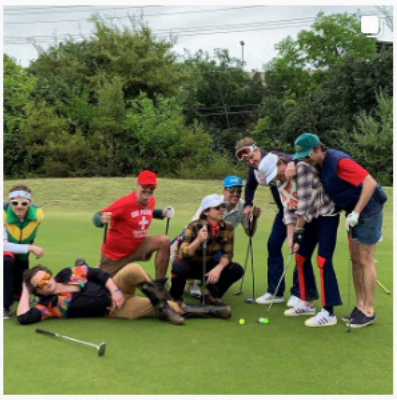
» **DIGITAL MARKETING STRATEGY:**

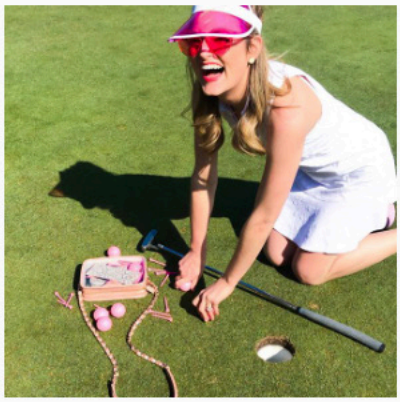
- **Website:** We will build and design an intuitive platform that clearly conveys the experience. The website design will be driven by engaging content, direct navigation and streamlined online booking. There will be additional focus on mobile design optimization and SEO, and SEM.We will incorporate the story of Butler Pitch and Putt using images, history, and video content.
- **Social Media:** We plan t**o** update the existing profiles to better connect with the community and embody the playfulness of the pitch & putt culture.
- **Email Marketing:** We will implement relevant and entertaining email campaigns that add value to our existing customers and create demand from new audiences.
- **Digital Affiliates:** We plan to coordinate agreements with key digital & print media partners to extend our reach. Engage with digital and print affiliates that capture the spirit and audience of south Austin.

» **BRAND STRATEGY:** We will build upon the existing key differentiators to create a brand voice and aesthetic that is distinctly Butler Pitch & Putt. This will be the cornerstone of our brand content and a vital connector within our digital community. Examples of potential brand aesthetic and content in Exhibit C.

TAB 6: PROGRAM

EXHIBIT C: BRAND CONTENT





TAB 6: PROGRAM

I. OPERATIONS

D. SALES & MARKETING CONT.

» **EXPERIENTIAL MARKETING**

- **Opening Events:** The goal of opening programming will be two-fold: 1. To reintroduce the park to the community and generate excitement about the improvements and new programming. 2. To introduce new groups, including event planners and downtown businesses, to the addition of the Pavilion event space at Butler Pitch & Putt. We will create a series of soft opening events including parent/child golf tournaments, play free week, a neighborhood open house, and hotel & downtown businesses gatherings.
- **Signature Events:** Post-opening we will program monthly signature events to actively support and contribute to the enrichment of the Austin community. Examples of signature programs are movies in the park, live music nights, and night golf.

» **PARTNERSHIPS: W**e will establish Butler Pitch and Putt as community leaders by developing close relationships with our neighbors, downtown businesses, downtown hotels, and more. We will build partnerships based on shared values and follow a grass-roots approach to extending the brand to customers and market segments.

» **MEDIA & PR:** We will build excitement and reach of the Butler Pitch and Putt with a steady stream of buzz through relevant media and influencer outreach and placement. Through proactive pitching, we can highlight key differentiators and generate coverage in regional and local media as well as in desired verticals including golf, travel and events.

» **AUDIENCE:**

- Current Patrons of Butler:Improved course conditions and supplemental services
- Austin Area Golfers/Non Golfers: Create packaged programs and activities for players of all skill levels for individuals and families.
- Downtown Area Residents: Create fun programming, themed events and tournaments to attract downtown/neighborhood residents.
- Austin Nonprofits: Create cost-effective programming where nonprofits can utilize Butler Park to support their fundraising efforts.
- Downtown Business: Ability to rent out blocks of time for employee programs.
- Travelers: A “must-do” activity in the Austin experience.

TAB 6: PROGRAM

II. PUBLIC BENEFIT PROGRAMS

» **OVERVIEW:** In addition to programming that brings new players of all skills to the course, there are additional programs that can benefit the public and non-profit community. Examples outlined below:

» **INCLUSION & DIVERSITY:** PGGP will actively engage with youth non-profit programs to share the gift of golf with kids who otherwise may not have exposure to the game. The objective will be to give them a positive and safe environment to learn game and life skills. The initial community partner will be the Boys and Girls Club. Specific collaborative programming includes structured introduction to golf tied to the Boys and Girls curriculum. As well as a work-force development program with the creation of a kids-based Caddy Program.

"We are excited by the possibility of working with Jason and his team to 'share the gift of golf' with the thousands of kids we serve." Misti Potter, CEO, Boys & Girls Clubs of the Austin Area

» **SEASONAL FUNDRAISERS:** Butler Pitch & Putt will have the ability to support other Parks Programs in Austin. To support more investment dollars going into the Park Fund, we are committed to having a Fall and Spring Fundraiser at Butler where all dollars go towards the Austin Parks Foundation. These would be lively civic events that bring the community together.

TAB 6: PROGRAM

III. PRELIMINARY PROPOSED FEES

We believe the improvements warrant modest initial rate increases to ensure the facilitys is maintained, however, it is a top priority to keep Butler Pitch and Putt affordable for all. The following should be considered preliminary fee structure only for the benefit of the proposal.

EXHIBIT D: PROPOSED GOLF FEES

Round Type	Year 1	Year 2	Year 3	Year 4	Year 5
9 Hole Regular M-T	$ 12.00	$ 12.50	$ 13.00	$ 13.50	$ 14.00
9 Hole Regular F-S/Holidays	$ 14.00	$ 14.50	$ 15.00	$ 15.50	$ 16.00
9 Hole Senior M-T	$ 8.00	$ 8.50	$ 9.00	$ 9.50	$ 10.00
9 Hole Junior M-T	$ 5.00	$ 5.50	$ 6.00	$ 6.50	$ 7.00
9 Hole Tournament	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00
18 Hole Tournament	$ 25.00	$ 25.50	$ 26.00	$ 26.50	$ 27.00
Discount	Market	Market	Market	Market	Market
Other:					
Club Rental w/bag	$ 5.00	$ 5.25	$ 5.50	$ 5.75	$ 6.00
2 Club Rental	$ 2.50	$ 2.75	$ 3.00	$ 3.25	$ 3.50

Round Type	Year 6	Year 7	Year 8	Year 9	Year 10
9 Hole Regular M-T	$ 14.50	$ 15.00	$ 15.50	$ 16.00	$ 16.50
9 Hole Regular F-S/Holidays	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50
9 Hole Senior M-T	$ 10.50	$ 11.00	$ 11.50	$ 12.00	$ 12.50
9 Hole Junior M-T	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 9.50
9 Hole Tournament	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 19.50
18 Hole Tournament	$ 27.50	$ 28.00	$ 28.50	$ 29.00	$ 29.50
Discount	Market				
Other:					
Club Rental w/bag	$ 6.25	$ 6.50	$ 6.75	$ 7.00	$ 7.25
2 Club Rental	$ 3.75	$ 4.00	$ 4.25	$ 4.50	$ 4.75

Note: Tournaments include organization of event, contest management, scoring and related services

TAB 6: PROGRAM

III. PRELIMINARY PROPOSED FEES

» **PAVILLION RENTALS:** The below fees include a four-hour private pavilion rental for 20-150 guests, (1) hour load-in and (1) hour load out, use of all pavillion amenities including bathrooms, tables, chairs, trash cans, and trash servicing

- Sun-Thurs rental fee: $1,500
- Fri - Sat Night: 4 hour rental $2,500

» **ENTIRE FACILITY RENTAL:** The below fees include a four hour buy-out of the entire facility for 20-150 guests, (1) hour load-in and (1) hour load out, use of all pavillion amenities including bathrooms, tables, chairs, trash cans, and trash servicing

- Sun - Thurs rental fee: $3,500
- Fri - Sat rental fee: $5,000

» **F+B PRICING:** We are cognizant of keeping things affordable for our guests intend to offer quality food and drinks at a reasonable price point.

- Daily F+B offerings will range from $4-$12. Beer starting at $2.50/can and food offerings will average ~$6.00.
- Catered food offerings will start at $15/per person. Catered beverage services will start at $10/per person.

TAB 6: PROGRAM

IV. 10 YEAR PRO FORMA (YEARS 1-5)

Summary Operating Statement

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Operating Revenue								
Golf Revenues		$ 486,250	$ 563,000	$ 604,000	$ 625,000	$ 634,000	$2,912,250	*52.71%*
Food and Beverage		$ 375,000	$ 412,500	$ 445,500	$ 458,865	$ 472,631	$2,164,496	*39.17%*
Events		$ 35,000	$ 36,050	$ 37,132	$ 38,245	$ 39,393	$ 185,820	*3.36%*
Merchandise / Other Income		$ 50,000	$ 51,250	$ 52,531	$ 53,845	$ 55,191	$ 262,816	*4.76%*
Total Operating Revenue		**$ 946,250**	**$ 1,062,800**	**$ 1,139,163**	**$ 1,175,955**	**$ 1,201,214**	**$ 5,525,382**	***100.00%***
Departmental Expenses								
Golf Expenses		$ 109,212	$ 129,490	$ 138,920	$ 143,750	$ 145,820	$ 667,192	*22.91%*
Food and Beverage Expenses		$ 300,000	$ 330,000	$ 356,400	$ 367,092	$ 378,105	$1,731,597	*80.00%*
Events Expenses		$ 14,000	$ 14,420	$ 14,853	$ 15,298	$ 15,757	$ 74,328	*40.00%*
Merch / Other Expense		$ 25,000	$ 25,625	$ 26,266	$ 26,922	$ 27,595	$ 131,408	*70.72%*
Total Departmental Expenses		**$ 448,212**	**$ 499,535**	**$ 536,438**	**$ 553,062**	**$ 567,277**	**$ 2,604,525**	***47.14%***
Total Departmental Profit		**$ 498,038**	**$ 563,265**	**$ 602,725**	**$ 622,893**	**$ 633,937**	**$ 2,920,858**	***52.86%***
Undistributed Operating Expenses								
Administrative and General		$ 66,238	$ 74,396	$ 79,741	$ 82,317	$ 84,085	$ 386,777	*7.00%*
Information and Telecom Systems		$ 11,828	$ 13,285	$ 14,240	$ 14,699	$ 15,015	$ 69,067	*1.25%*
Property Operation and Maintenance		$ 23,656	$ 26,570	$ 28,479	$ 29,399	$ 30,030	$ 138,135	*2.50%*
Sales and Marketing		$ 47,313	$ 53,140	$ 56,958	$ 58,798	$ 60,061	$ 276,269	*5.00%*
Utilities		$ 37,850	$ 42,512	$ 45,567	$ 47,038	$ 48,049	$ 221,015	*4.00%*
Total Undistributed Expenses		**$ 186,884**	**$ 209,903**	**$ 224,985**	**$ 232,251**	**$ 237,240**	**$ 1,091,263**	***19.75%***
Gross Operating Profit		**$ 311,154**	**$ 353,362**	**$ 377,740**	**$ 390,641**	**$ 396,697**	**$ 1,829,595**	***33.11%***
Management Fees		**$ 28,388**	**$ 31,884**	**$ 34,175**	**$ 35,279**	**$ 36,036**	**$ 165,761**	***3.00%***
Income Before Non-Operating Income and Expenses		**$ 282,766**	**$ 321,478**	**$ 343,565**	**$ 355,363**	**$ 360,661**	**$ 1,663,833**	***30.11%***
Non-Operating Income and Expenses								
(Income) / Expense		$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 6,000	*0.11%*
Base Rent		$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 625,000	*11.31%*
Percent Rent		$ 15,108	$ 22,101	$ 26,683	$ 28,891	$ 30,406	$ 123,190	*2.23%*
Insurance		$ 36,000	$ 36,450	$ 36,906	$ 37,367	$ 37,834	$ 184,557	*3.34%*
Total Non-Operating Income and Expenses		**$ 177,308**	**$ 184,751**	**$ 189,789**	**$ 192,458**	**$ 194,440**	**$ 938,746**	***16.99%***
EBITDA		**$ 105,458**	**$ 136,727**	**$ 153,776**	**$ 162,905**	**$ 166,221**	**$ 725,087**	***13.12%***
Replacement Reserve	*3.00%*	**$ 28,388**	**$ 31,884**	**$ 34,175**	**$ 35,279**	**$ 36,036**	**$ 165,761**	***3.00%***
EBITDA Less Replacement Reserve		**$ 77,071**	**$ 104,843**	**$ 119,601**	**$ 127,627**	**$ 130,184**	**$ 559,325**	***10.12%***
Net Income		$ 77,071	$ 104,843	$ 119,601	$ 127,627	$ 130,184	$ 559,325	**10.12%**

TAB 6: PROGRAM

IV. 10 YEAR PRO FORMA (YEARS 1-5)

Summary Operating Statement

		YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	TOTAL	
Operating Revenue								
Golf Revenues		$ 640,000	$ 645,000	$ 662,000	$ 668,000	$ 686,000	$3,301,000	*51.59%*
Food and Beverage		$ 486,810	$ 501,414	$ 516,457	$ 531,950	$ 547,909	$2,584,540	*40.39%*
Events		$ 40,575	$ 41,792	$ 43,046	$ 44,337	$ 45,667	$ 215,416	*3.37%*
Merchandise / Other Income		$ 56,570	$ 57,985	$ 59,434	$ 60,920	$ 62,443	$ 297,353	*4.65%*
Total Operating Revenue		**$ 1,223,955**	**$ 1,246,191**	**$ 1,280,936**	**$ 1,305,207**	**$ 1,342,019**	**$ 6,398,308**	***100.00%***
Departmental Expenses								
Golf Expenses		$ 147,200	$ 148,350	$ 152,260	$ 153,640	$ 157,780	$ 759,230	*23.00%*
Food and Beverage Expenses		$ 389,448	$ 401,131	$ 413,165	$ 425,560	$ 438,327	$2,067,632	*80.00%*
Events Expenses		$ 16,230	$ 16,717	$ 17,218	$ 17,735	$ 18,267	$ 86,166	*40.00%*
Merch / Other Expense		$ 28,285	$ 28,992	$ 29,717	$ 30,460	$ 31,222	$ 148,676	*69.02%*
Total Departmental Expenses		**$ 581,163**	**$ 595,190**	**$ 612,361**	**$ 627,395**	**$ 645,595**	**$ 3,061,705**	***47.85%***
Total Departmental Profit		**$ 642,792**	**$ 651,000**	**$ 668,576**	**$ 677,812**	**$ 696,424**	**$ 3,336,604**	***52.15%***
Undistributed Operating Expenses								
Administrative and General		$ 85,677	$ 87,233	$ 89,666	$ 91,365	$ 93,941	$ 447,882	*7.00%*
Information and Telecom Systems		$ 15,299	$ 15,577	$ 16,012	$ 16,315	$ 16,775	$ 79,979	*1.25%*
Property Operation and Maintenance		$ 30,599	$ 31,155	$ 32,023	$ 32,630	$ 33,550	$ 159,958	*2.50%*
Sales and Marketing		$ 61,198	$ 62,310	$ 64,047	$ 65,260	$ 67,101	$ 319,915	*5.00%*
Utilities		$ 48,958	$ 49,848	$ 51,237	$ 52,208	$ 53,681	$ 255,932	*4.00%*
Total Undistributed Expenses		**$ 241,731**	**$ 246,123**	**$ 252,985**	**$ 257,778**	**$ 265,049**	**$ 1,263,666**	***19.75%***
Gross Operating Profit		**$ 401,061**	**$ 404,878**	**$ 415,591**	**$ 420,034**	**$ 431,375**	**$ 2,072,938**	***32.40%***
Management Fees		**$ 36,719**	**$ 37,386**	**$ 38,428**	**$ 39,156**	**$ 40,261**	**$ 191,949**	***3.00%***
Income Before Non-Operating Income and Expenses		**$ 364,342**	**$ 367,492**	**$ 377,163**	**$ 380,878**	**$ 391,114**	**$ 1,880,989**	***29.40%***
Non-Operating Income and Expenses								
(Income) / Expense		$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 6,000	*0.09%*
Base Rent		$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 125,000	$ 625,000	*9.77%*
Percent Rent		$ 31,771	$ 33,105	$ 35,190	$ 36,646	$ 38,854	$ 175,565	*2.74%*
Insurance		$ 38,307	$ 38,786	$ 39,271	$ 39,761	$ 40,259	$ 196,383	*3.07%*
Total Non-Operating Income and Expenses		**$ 196,278**	**$ 198,091**	**$ 200,660**	**$ 202,607**	**$ 205,313**	**$ 1,002,949**	***15.68%***
EBITDA		**$ 168,065**	**$ 169,401**	**$ 176,503**	**$ 178,270**	**$ 185,801**	**$ 878,040**	***13.72%***
Replacement Reserve	*3.00%*	**$ 36,719**	**$ 37,386**	**$ 38,428**	**$ 39,156**	**$ 40,261**	**$ 191,949**	***3.00%***
EBITDA Less Replacement Reserve		**$ 131,346**	**$ 132,016**	**$ 138,075**	**$ 139,114**	**$ 145,541**	**$ 686,091**	***10.72%***
Net Income		$ 131,346	$ 132,016	$ 138,075	$ 139,114	$ 145,541	$ 686,091	**10.72%**

TAB 6: PROGRAM

V. CAPITAL IMPROVEMENT PLAN

With minimal capital investments made to course facilities over the previous 70 years, there is a pressing need to invest the appropriate dollars to create an experience that will attract a broader group of customers to the property. We have outlined a significant capital improvement plan that will allow for smart and additive improvements to better position Butler Pitch and Putt for the next 70 years. The areas where we are proposing capital to be invested into fixed assets that will become the property of the City include the golf course updates and restoration, updates to the clubhouse, and the addition of an events pavilion.

EXHIBIT E: CAPITAL IMPROVEMENT BUDGET

Butler Park Capital Improvements Budget

fixed asset improvements		
Clubhouse restoration	$	90,000
3-phase electrical service/panel	$	40,000
750 gallon grease trap	$	20,000
Kitchen hoods/ansul/grease duct	$	25,000
Kitchen flooring/walls/ceiling	$	10,000
Kitchen plumbing/sinks/water heater	$	5,000
Golf course redesign/irrigation	$	320,000
Parking lot	$	20,000
Events pavillion(steel structure)	$	40,000
Pavilion slab/roof	$	25,000
Pavilion ADA restrooms	$	60,000
Rain collection	$	15,000
Landscape/hardscape	$	50,000
Golf course lighting	$	80,000
total fixed assets	$	800,000

TAB 6: PROGRAM

V. CAPITAL IMPROVEMENT PLAN

» **GREENS:** Quality golf course greens are critical to the golf experience. The current greens need to be enlarged. Course greens will be designed and constructed with a target of 300,000 total square feet (avg. 3,000 per green). An additional artificial practice putting green will also be provided adjacent to the new events pavilion. EXHIBIT :Green Shape Example The subsurface will consist of a 4-inch gravel base with 8 inches of greens mix (90% sand, 10% peat). Greens will be sodded with either quality Bermuda or Trinity Zoysia. Appropriately sized mounding and more rolling terrain will be shaped to create a challenging and fun putting experience.

EXHIBIT F: GREEN SHAPING

BEFORE

AFTER

TAB 6: PROGRAM

V. CAPITAL IMPROVEMENT PLAN

A. GOLF COURSE RENOVATION CONT.

» **ROUGHS, FAIRWAYS, SURROUNDINGS:** The non-green areas of the course will be sodded with high quality Bermuda or Zeon Zoysia. The design will target approximately 6,000 square feet of fairways per hole. This too shall be shaped with small mounding and land movement to provide drainage and visual interest. No sand bunkers will be installed for a number of operational reasons, primarily safety.

» **TEES:** New, level tees will be created to allow for a daily rotation of the tee locations. The tees will either be the latest in driving range mats or a more permanent artificial surface that will allow for the "teeing of the ball." The tee areas will be surrounded by a ground cover to prevent these high-traffic spots from showing wear and tear so easily.

» **IRRIGATION:** An estimate $50,000 has been provided for installation of a new irrigation system. This will be connected to the existing onsite water pump. All new lines will be installed with separate controllers for each green and each surrounding grass area. By sodding with new, drought tolerant grasses and installing a modern irrigation system, there will be a significant reduction in the amount of water needed to irrigate the course.

» **ROUTING:** A new course layout will be designed for an optimal player experience, creating the greatest enjoyment for the greatest number of players, and increasing public safety for both patrons and the surrounding property and streets. In general, we plan to have more tees facing the interior of the property and to avoid "slicers" having their wayward shots go toward the property edges. A final routing will be established and submitted to the City for approval.

» **POTENTIAL FOR COURSE LIGHTING:** It is our intent to pursue the option to install 100% solar powered LED lighting at the greens and tee box areas. It is assumed that any course lighting plan would require not only city and PARD approval, but the approval of the surrounding neighborhood groups as well. We feel this effort is justified and will be rewarded by driving additional revenues through extended playing hours and many fun and unique night time programming and event opportunities. We recognize that course lighting and extended operating hours will likely be met with some pushback, so we have not included this revenue potential in our 10-year operating proforma. However, we do feel that an appropriate night time use can be found and agreed upon. Being 100% solar powered, the proposed lighting plan would not need any underground electrical service and could be installed extremely quickly and cost-effectively whenever a lighting plan is approved.

TAB 6: PROGRAM

V. CAPITAL IMPROVEMENT PLAN

B. CLUBHOUSE UPDATES: The planned improvements to the clubhouse will restore the charming and iconic facility to its former glory and allow for it to function as energy efficiently as possible. Scheduling these improvements will be dependent on the timing of receipt of the necessary permits from the City. The permitting process can vary wildly in duration, so it is our plan to not make the commencement of rent dependent on the completion of the clubhouse improvements, but rather to schedule the work when we can and to operate the park out of a temporary trailer during the time the clubhouse is out of commission.

» The bulk of the expected cost to improve the clubhouse will be spent on direct fixed assets, such as shoring up the building structure and installing a new roof, siding and energy efficient windows. The infrastructure serving the building will also be addressed, with a new 3-phase electrical service being brought to the site and a new electrical panel being set. This will allow the building to support much more energy-efficient mechanical and kitchen equipment.

» A new commercial kitchen will be built out inside the clubhouse, to include all of the associated utilities and commercial waste accomodations needing to be made. Work will include the addition of gas lines, grease trap, fire suppression system, vent hoods, plumbing and HVAC equipment.

C. ADDITION OF EVENTS PAVILION: The pavilion will serve as a backdrop and anchor point to the activity at Butler Pitch & Putt. Simple, yet regional in its design, the open-air structure is sited to maximize cross-breezes and encourage a hub of energy at the top of the hill. It houses ADA-accessible restrooms, back-of-house operational storage space, and +/- 1000 sf of covered seating under large fans for events, concerts, and every day. Responsive to its site, the pavilion is a vessel for collecting rainwater, possible solar collection, and hydroponic gardens for the restaurant via a partnership with Lettuce Grow.

TAB 6: PROGRAM

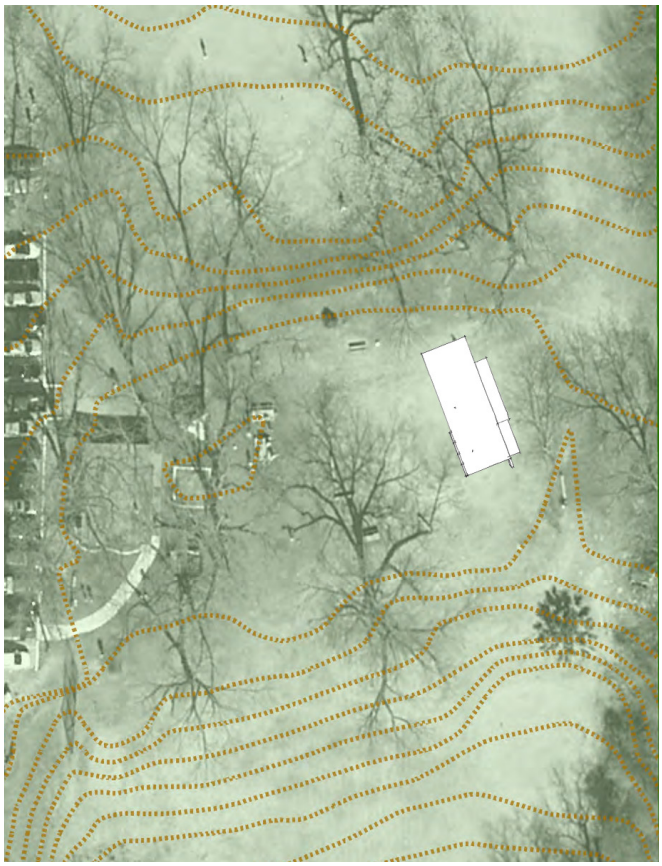
V. CAPITAL IMPROVEMENT PLAN

EXHIBIT G: CAPITAL IMPROVEMENT MILESTONES

BUTLER PITCH AND PUTT RENOVATION SCHEDULE							
	May	June	July	Aug.	Sept.	Oct.	Nov.
Finalize plans							
Submit plans for city's approval							
Obtain permits							
Scrape existing surfaces							
Landscaping enhancement							
Core out new greens							
Construct new irrigation							
Delivery of greens mix							
Fine grading on greens and surrounds							
New sod installed							
Build new artificial tees							
Construct outdoor structure							
Grow in							
Remodel current building							
Re-Opening - December 1st							

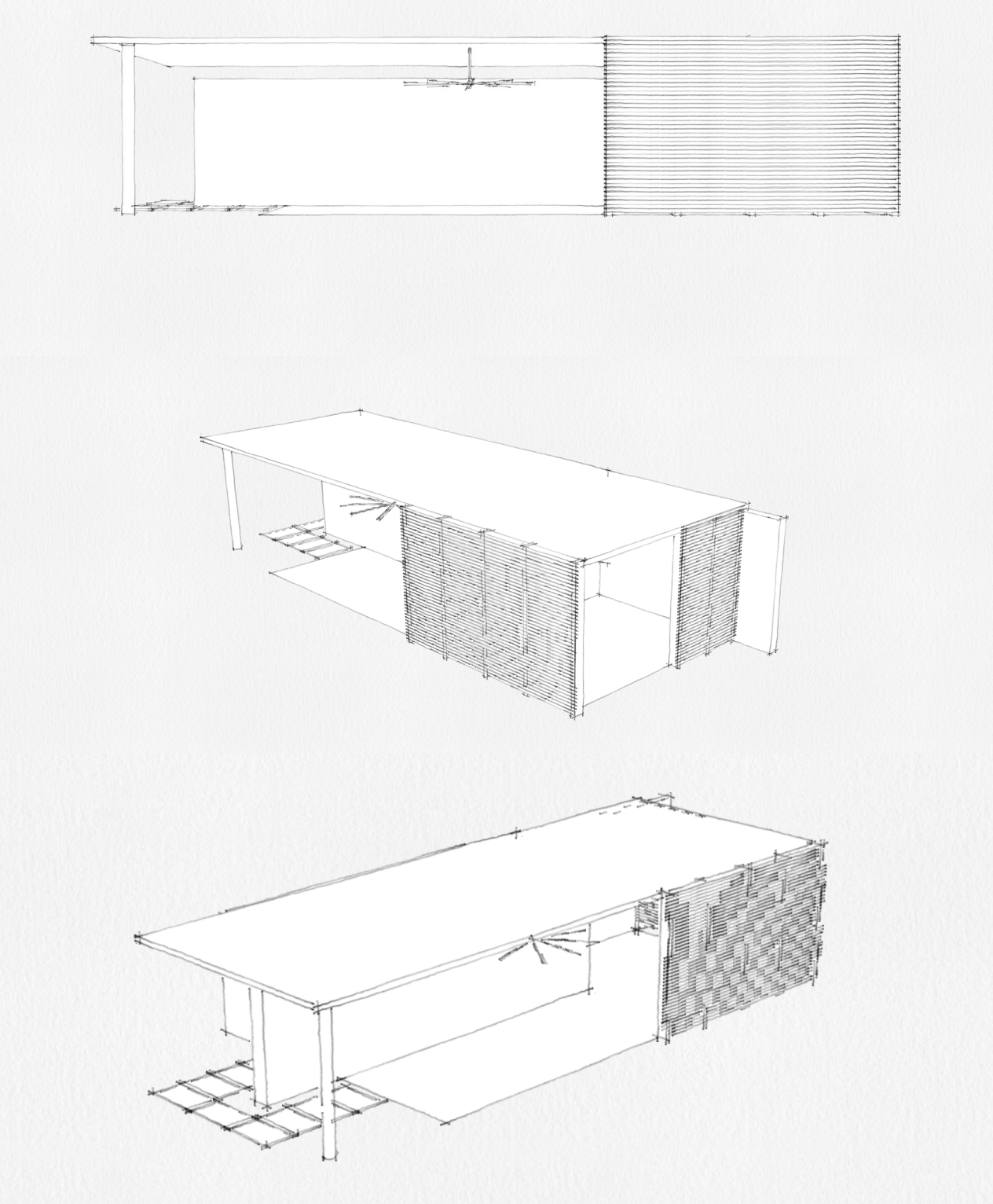
TAB 6: PROGRAM

EXHIBIT H: PAVILION SITE PLAN



TAB 6: PROGRAM

EXHIBIT H: PAVILION CONCEPT

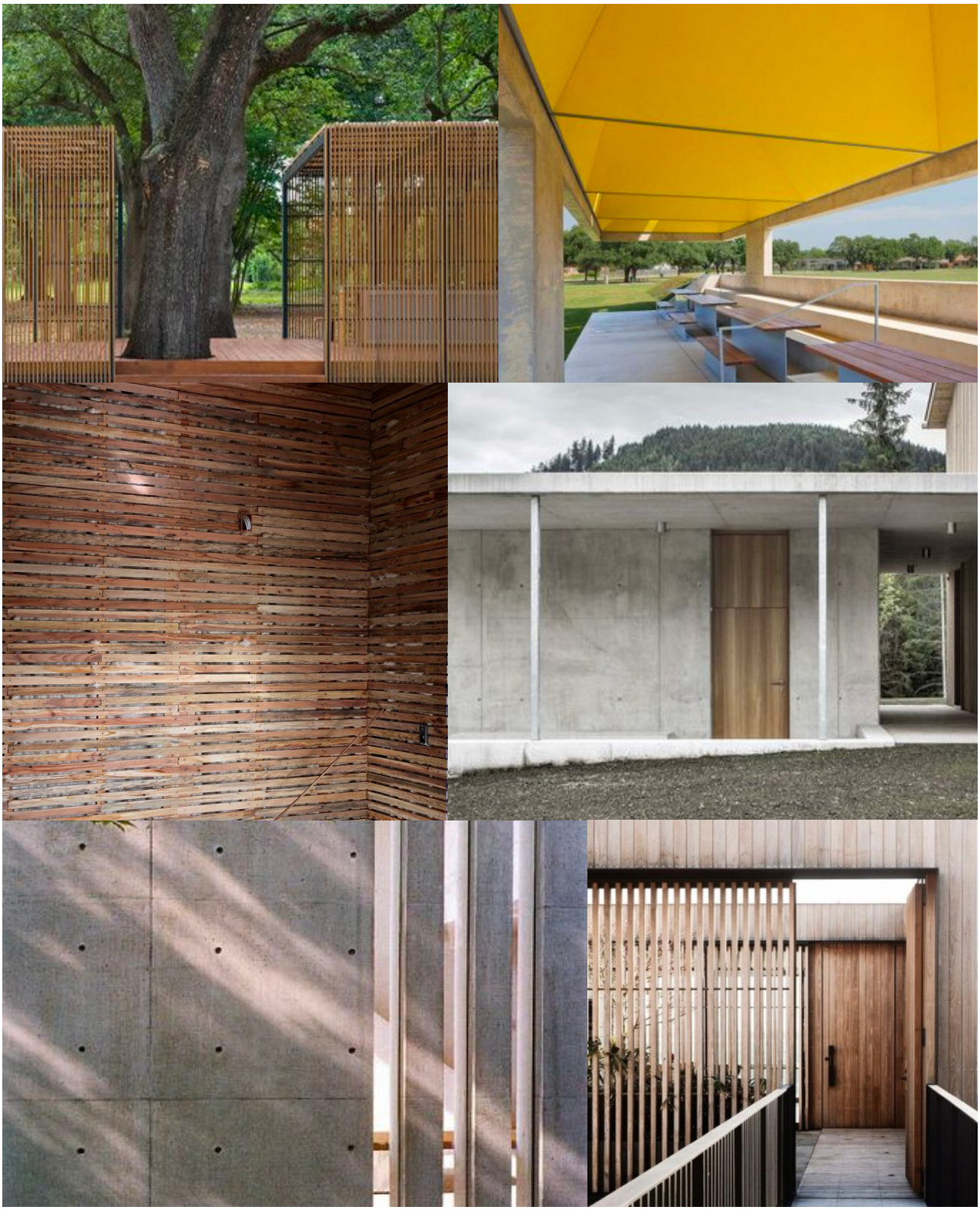


TAB 6: PROGRAM

EXHIBIT H: PAVILION DESIGN INTENT 1

TAB 6: PROGRAM

EXHIBIT H: PAVILION DESIGN INTENT 1



TAB 6: PROGRAM

VI. REPORTING

PGGP shall comply with all deliverables and milestones set forth below.

Deliverables/Milestones	Description	Timeline	Performance Measure/ Acceptance Criteria
Staff Policy	Written policy to be used for staff, regarding training, dress code, and additional relevant staff information	Prior to contract execution	Review; Provide comments/or corrections; accept final
Criminal Background Investigations (CBI) for staff	Responsible for securing staff that has passed City's CBI	Before start of services and during contractual period	Completion and Successful Passage
Necessary Permits	Appropriate and current permits, licenses, or certifications required to provide services	Prior to contract execution	Review; Provide comments / or corrections; accept final
Integrated Pest Management Plan	Plan detailing a continuous system of controlling pests with appropriate environmentally friendly management options	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
Waste Management Plan	Plan detailing removal of solid waste and recycling from area	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
Environmental Impact Reduction & Sustainability Plan	Plan detailing efforts to reduce environmental impact, per City Council Resolutions #20071129-045 and #20070215-023	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
General Safety and Security Plan; Evacuation Plan	Plans that addresses public safety	Prior to contract execution	Review; Provide comments/or corrections; accept final

TAB 6: PROGRAM

VII. POLICIES AND PROCEDURES

A. POLICIES: New Waterloo has numerous established policies in place in the form of an employee handbook. The handbook is a guide to decision making under a given set of circumstances within the framework of corporate objectives, goals, and philosophies. Our policies are a direct reflection of our vision & culture, guiding principles. They have been prepared to inform new employees of the policies of this company and to establish the company's expectations. The policies are in place to serve & protect our organization from misunderstandings that might lead to unauthorized behavior or lawsuits. Each policy statement includes its purpose, terminology definitions, the statement itself and the steps to implement it.

B. PROCEDURES: The purpose of procedures, in general, is to serve as training material. Our written procedures are in place for the purpose of ensuring consistency throughout the company. New waterloo's procedures are designed to help reduce variation within a given process. Our written procedures clearly state the purpose which in turn helps gain employee cooperation and or compliance, and it instills a sense of direction and urgency.Our procedure manual communicates New Waterloo vision & culture, guiding principals. Our business policies and standard operating procedures (SOP's) outline steps for achieving New Waterloo's objectives in our defined style and format.

C. CUSTOMER SERVICE STANDARDS: New Waterloo customer service standards are guidelines that inform and shape the customer's relationship with New Waterloo at every step throughout the customer experience. We have adopted these standards to empower customer service employees to resolve complaints, problems, and questions as quickly and satisfactorily as possible, for both the customer and the company. Strong customer service standards help New Waterloo retain more loyal customers and empower our employees to handle

D. GENERAL SAFETY: A safe workplace is a more productive one. Creating a workplace safety plan can help reduce the risk of employee injury or illness. New Waterloo has an extensive Safety and Risk Management Plan in place that has been assembled in an effort to incorporate policies and procedures that will provide protection and limit risk for the Property team members and its guests on property. This manual includes information on:

- Prevention – actions taken to reduce or eliminate the likelihood and/or effects of an incident
- Response – actions taken to respond to an incident in terms of containment, control and minimizing impacts (including our emergency response team)
- Recovery – actions taken to recover from an incident in order to minimize disruption and recovery times

Where necessary all New Waterloo/PGGP policies, procedures, and training documents can be shared for review.

TAB 6: PROGRAM

VIII. FEDERAL, STATE, & LOCAL COMPLIANCE

PGGP and its affiliated enterprises identified herein are in material compliance with all applicable rules and regulations of Federal, State and Local governing entities.

TAB 6: PROGRAM

VIII. FEDERAL, STATE, & LOCAL COMPLIANCE

PGGP and its affiliated enterprises identified herein are in compliance with the terms of this Request for Proposal (RFP).

TAB 7

PROJECT MANAGEMENT STRUCTURE

PGGP is a joint venture amongst the following entities and individuals:

Touchstone Golf

Touchstone Golf will provide guidance and oversight of golf course design, operations and maintenance.

Jason Black

Jason will oversee all golf programming and partnerships.

New Waterloo

New Waterloo will oversee human resources, accounting and IT services, sales and marketing and food and beverage operations.

TAB 8

PRIOR EXPERIENCE

TOUCHSTONE GOLF: Touchstone Golf is a recognized leader in the golf course industry, providing comprehensive Management Services to golf course owners. We customize our management engagements to address the specific needs of each property, placing emphasis on meeting strategic objectives of the owners. Touchstone Golf has been the manager of the City of Austin's Grey Rock Golf and Tennis Club since 2014 and would manage golf operations for PGGP. Touchtsone is the 10th largest golf course management company in the country and was selected by the National Golf Foundation as a Top 100 Businesses in Golf. Touchstone has 42 golf courses under management, nearly half of which are operated for municipal owners.

References: City of Austin - Kevin Gomillion – kevin.gomillion@austintexas.gov (512) 974-6700

EXHIBIT I: LIST OF CONTRACTS

Golf Course	Municipality/Government Entity	City/State
Applewood	Prospect Park Recreation District, CO	Golden, CO
Arcadia	City of Arcadia, CA	Arcadia, CA
Battleground	City of Deer Park, TX	Deer Park, TX
Blue Rock	City of Vallejo, CA	Vallejo, CA
Casa Blanca	Webb County, TX	Laredo, TX
Colonial Park (*)	City of Clovis, NM	Clovis, NM
Country View	City of Lancaster, TX	Lancaster, TX
DeBell	City of Burbank, CA	Burbank, CA
Fort Mojave	Mojave Tribe, NV	Laughlin, AZ
Grey Rock	City of Austin, TX	Austin, TX
Huukan	Mojave Tribe, NV	Mohave, AZ
Lake Chabot	City of Oakland, CA	Oakland, CA
Lady Bird	City of Fredericksburg, TX	Fredericksburg, TX
Painted Dunes	El Paso Water Utilities, TX	El Paso, TX
Presidio	U. S. Government	San Francisco, CA
Redwood Canyon	East Bay Regional Park District, CA	Castro Valley, CA
San Geronimo (**)	Marin County, CA	San Geronimo, CA
Shoreline	City of Mountain View, CA	Mountain View, CA
Stonebridge	Stonebridge Neighborhood District, LA	Gretna, LA

(*) Awarded RFP bid, negotiations pending, expected start 4/1/19

(**) Temporarily closed by Owner, Touchstone maintaining property

NEW WATERLOO: New Waterloo is a hospitality management and development company based in Austin, Texas. Our team of hospitality experts provide the resources, talent, passion, and collaboration necessary to foster and sustain thoughtful and thriving businesses. Our projects have been universally recognized for their innovative approaches, operational success, and unique experiences. Current projects include La Condesa, Sway, Hotel Ella, Goodall's Kitchen, South Congress Hotel, Café No Sé, Central Standard, Mañana, Otoko, Le Politique, La Matta and Il Brutto.

TAB 8

PRIOR EXPERIENCE

LYNN SHACKELFORD, PGGP PARTNER

A starter on three NCAA Championship basketball teams at UCLA under John Wooden, Lynn went on to spend 19 years as a television announcer for the Los Angeles Lakers, CBS Sports, NBC Sports and ESPN. He has spent the past 25 years in the business of golf, working closely with municipalities coordinating the public/private sector relationship. He spent 11 years as the sole proprietor of Sinaloa Golf Course in Simi Valley, California, managing the renovation of the entire 9-hole par 3 course, and increasing the revenue of the facility in 3 years by 120%.

JASON BLACK PGGP PARTNER

A native Austinite, Jason has been an entrepreneur for over 20 years. He founded and sold Boundless Network, which led the promotional products industry into the 21st century. He is currently the founder and CEO of Junior.Golf, partnering with Callaway to grow the game by focusing on youth and family. He has held Board and Advisory positions with South Texas PGA and Drive Chip and Putt with the Masters Foundation. He has detailed strategy and operational experience in working with the top golf facilities across the country and management groups; including with largest multi-course ownership groups - ClubCorp and Arcis Golf in designing programming and engagement strategies for maximizing programming.

BART KNAGGS, PGGP PARTNER

A native Austinite, Bart Knaggs is deeply invested in his community as shown by his numerous successful entrepreneurial ventures with humble local beginnings. Most notably, Bart co-founded Capital Sports and Entertainment, which originated as an athlete and entertainer management firm before expanding to found one of the most commercially successful events in the world: Austin City Limits Music Festival. At CSE, Bart was responsible for all sponsorship, marketing and general management. In 2005, he helped CSE acquire and re-brand Lollapalooza, the largest festival in the world, which lead to the creation of C3 Presents. He was previously a founder of Trajecta, Inc., an optimization software company; the Lance Armstrong/ Livestrong Foundation; and a general partner in Hotel Le Toiny, a five star hotel in St. Barth's. Bart also has a sharp acumen for involving himself in numerous early stage ventures that have grown to be cornerstones of the Austin community, including his role as a partner of Mellow Johnny's and board member to DoStuff Media, Spacecraft, Honey Stinger and Austin Bike Share. Bart holds an MBA and BBA from the University of Texas at Austin

TAB 9

PERSONNEL

NEW WATERLOO

PATRICK JEFFERS, PARTNER, NEW WATERLOO: Patrick brings his 14 years of experience in commercial real estate and private investment to New Waterloo, where he is responsible for overseeing all real estate transactions, construction and development activities. Patrick began his career with the Trammell Crow Company, serving as vice president of development and investment in the Austin, Texas office. Prior to Trammell Crow, Patrick spent 7 years as a wide receiver in the National Football League, playing for the Carolina Panthers, Dallas Cowboys and Denver Broncos, where he was a member of the Super Bowl XXXII championship team. Patrick holds an MBA from the Darden Graduate School of Business Administration and a bachelor's degree from the University of Virginia.

DELFO TROMBETTA, PARTNER, NEW WATERLOO: Delfo spent the last 15 years managing and developing successful businesses in the hospitality and entertainment industries, with a focus on financial and business operations. A core member of New Waterloo since its inception, he established the company's first two ventures, La Condesa in 2009 and Sway in 2012. He then opened and oversaw all operations at One Atlantic, a 20,000 square foot luxury venue at the Pier Shops at Caesars Casino in Atlantic City, New Jersey in 2010. He also served as director of operations and booking manager for Pangaea Lounge and Gryphon Nightclubs, two entertainment venues located at the Hard Rock Hotel and Casino in Hollywood, Florida. Prior to his hospitality endeavors, Delfo worked as label manager at Yoshitoshi and Shinichi in Washington, D.C., two internationally-acclaimed record labels belonging to Grammy Award winning artists Deep Dish. Delfo grew up in Catania, Italy. He holds a BS in International Affairs from Georgetown University's School of Foreign Service.

ALEXIS LANMAN, DIRECTOR OF MARKETING, NEW WATERLOO: Alexis Lanman started her hospitality career over 15 years ago as an events manager in Los Angeles. Following a move back to Austin in 2005, Alexis continued her work in events as a Senior Event Manager for Elite Weddings & Events. In 2009, she became Director of Events for New Waterloo's first project, La Condesa and Malverde. Alexis' role expanded to Director of Marketing & Events for New Waterloo in 2011. Since becoming the Director of Marketing, she has successfully launched, shaped, and evolved over 12 different hospitality brands. Alexis grew up in Fort Worth, Texas and holds a degree in Art History from La Sorbonne

TAB 9

PERSONNEL

NEW WATERLOO, CONT,

MELANIE RAINES, DIRECTOR OF DESIGN, NEW WATERLOO: Melanie is a registered architect and interior designer known for creating hospitality environments in the US and abroad. She believes in a design approach that encompasses all scales of the guest experience: from building material and furnishings, to playlists and dishware. After receiving her bachelor's degree from the University of Texas at Austin School of Architecture and her Master of Architecture from The University of Washington, Melanie worked for MR Architecture & Decor, Soho House & Co., and Bunkhouse Group before joining the New Waterloo team as Director of Design in 2017. She now oversees all of New Waterloo's existing and new projects in order to create and maintain distinctive atmospheres for our guests.

JUSTIN SPENCER, DIRECTOR OF F+B OPERATIONS, NEW WATERLOO: After attending the University of Texas at Austin, Justin Spencer moved to New York and began as a reservationist for celebrity chef Tom Colicchio's Craft restaurant group. From there, he served several different roles within the group, ending as Beverage Director for Colicchio & Sons before returning to Austin. He spent two years as Food Resources Manager for Central Texas Food Bank before joining Sway as Assistant General Manager, then General Manager at La Condesa, and eventually Director of Food & Beverage of New Waterloo. In this role, Justin oversees management development and operations of all properties..

TOUCHSTONE GOLF

DOUG HARKER, EXECUTIVE VICE PRESIDENT, TOUCHSTONE: Mr. Harker is a founder of Touchstone Golf with 30+ years of golf industry experience. Mr. Harker's has served as Vice President of Sales for Redstone Golf Management, and General Manager of Wildcat Golf Club in Houston, Texas. Mr. Harker was instrumental in establishing the Southern Texas Golf Association (STGA) for public golf courses, serving as its first President.

TROY SACCO, VICE PRESIDENT OF OPERATIONS + SALES, TOUCHSTONE: Mr. Sacco is responsible for overseeing Touchstone's Texas and Oklahoma based properties along with the additional corporate responsibility of leading Event and Tournament sales. 20+ years in experience working with top golf operations and management groups.

TAB 9

PERSONNEL

TOUCHSTONE GOLF, CONT.

CAROL MCGRAIL, CONTROLLER, TOUCHSTONE: Ms. McGrail has 30+ years of accounting experience and 12+ in the golf industry working with Club Corporation of America ("CCA") and Touchstone Golf. Ms. McGrail has significant experience in all aspects of golf course and club accounting and financial controls, as well progressive experience in the analysis of balance sheets and P&Ls.

AMY WATSON, DIRECTOR OF HR, TOUCHSTONE: Ms. Watson has 15+ years of experience in the Human Resources management field to the Touchstone organization. Amy's extensive background includes recruiting, employee relations, labor law and compliance, teambuilding and leadership development, and benefits and incentive compensation administration.

CONSTRUCTION MANAGEMENT:

DAN PROCTOR, BUNKER HILL GOLF: Golf Architectural Firm. for the past 20 years has participated in the construction of multiple golf courses nationally. Specifically, the short course at Austin Golf Club, renovating Barton Creek, Crenshaw Course in Austin, assisting with Rod Whitman on the redo of Austin Country Club and is currently shaping the latest and newest golf course in the nationally acclaimed Bandon Dunes Golf Resort in Oregon. Mr. Proctor will focus on reshaping all the greens to maintain the optimal level of play, laying down new zoysia sod, coordinating installation of a new irrigation system and any overall landscape improvements.

ADVISORY TEAM: PGGP has put together a group of Austin leaders to serve as Advisory Board members to support Butler Pitch and Putt serve Austin. These members have a wide range of expertise and are passionate about protecting the integrity of Austin and supporting golfers.

- ANA MORALES, ADVISORY DIRECTOR
- DAN GRAHAM, NON-PROFIT & COMMUNITY
- TOM MEREDITH, ED CLEMENTS, SCOTTY SAYERS, COMMUNITY ENGAGEMENT
- MISTI POTTER, YOUTH PROGRAMMING
- BARBARA PRUETT, PLAYER DEVELOPMENT PROGRAMMING
- JON OGILVIE, GEOFF SHACKELFORD, GOLF PARTNERSHIPS

TAB 10

FEE PROPOSAL

PROPOSED FEE SECHEDULE:

» Rent commencement: the first monthly installment of rent shall be due and payable on the earliest of a) 6 months after approval of improvement plans or b) the first day of operations.

» Minimum rent: $125k annually for 10 years, paid in equal monthly installments.

» Percentage rent: 6% of gross receipts in excess of $694,444 in annual revenues (this represents the natural breakpoint where minimum rent of $125k is equal to 18% of revenues).

RENT PROJECTIONS:

Year	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Guaranteed Min Rent	$125K	$125K	$125K	$125K	$125K	$125K	$125K	$125K	$125K	$125K
Estimated % Rent	$15k	$22k	$27k	$29k	$30k	$32k	$33k	$35k	$37k	$39k

TAB 11

PROPOSAL ACCETANCE PERIOD

Pecan Grove Golf Partners, LLC acknowledges and accepts that the proposal presented shall be valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.

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

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.

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

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.

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.

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 <u>at least</u> 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

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.

30. **DELAYS**:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

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

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. 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

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.

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.

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:

Holiday	Date Observed
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

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.

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".

56. **PROHIBITION OF BOYCOTT ISRAEL VERIFICATION**

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any “company” for goods or services unless the following verification is included in this **Contract**.

A. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code §2270.001.

B. If the **Principal Artist** qualifies as a “company”, then the **Principal Artist** verifies that he:
i. does not “boycott Israel”; and
ii. will not “boycott Israel” during the term of this **Contract**.

C. The **Principal Artist’s** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. RFP 8600-CRR3004

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 Claudia Rodriquez, via email: ClaudiaR.Rodriquez@austintexas.gov no later than five (5) business days before the solicitation close date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

   Alternate Offers will be considered.

3. **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:
  (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.

iv. **Liquor Legal Liability Policy:** If Lessee is serving/selling alcoholic beverages, Lessee must provide Liquor Legal Liability Policy with a minimum limit of $1,000,000 per occurrence and $2,000,000 Aggregate.

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.

4. **TERM OF CONTRACT:**

A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 10 years. The Contract may be extended beyond the initial term for up to 2 additional 5-year 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.

5. **PAYMENTS:** (reference paragraphs 12 and 13 in Section 0300)

A. Payments shall include all applicable reference information and mailed to the address below:

	City of Austin
Department	Parks and Recreation Department
Attn:	Jimmy Olivares III
Address	2901 Enfield Rd
City, State Zip Code	Ausin, Texas 78703

6. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

7. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** **.**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

8. **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.

9. **PREVAILING WAGE:** Once Construction projects are approved by PARD, the Contractor shall work with the Captial Construction Office (CCO) in order to comply with the requirements of the City's Prevailing Wage Rates and Payroll Reporting including the wage rates associated with the City's Wage Rates for Building Construction.

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

F. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

G. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

11. **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:

Kevin Gomillion, PGA Division Manager

Email: Kevin.Gomillion@austintexas.gov

Phone: (512) 974-9351

*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
PURCHASING OFFICE
SCOPE OF WORK
FOR
MANAGEMENT AND OPERATION OF THE BUTLER PITCH AND PUTT GOLF COURSE
REQUEST FOR PROPOSAL (RFP) NO. 8600-CRR3004

1.0 PURPOSE

The City of Austin Parks and Recreation Department, hereinafter referred to as the City, seeks proposals for a Concessions Contract for a qualified concessionaire for the Butler Pitch and Putt Golf Course. The Concessionaire shall provide management and operational services for the golf course and clubhouse.

In response to this Request for Proposal (RFP), the City is seeking a manager or management team with experience in maintaining a golf course and in providing golfing services and who can demonstrate the administrative and technical capacity to plan, implement, and make capital improvements to the golf course. The successful Respondent will manage the golf course and related facilities and will provide public access and equal opportunity programs that meet the recreational needs of the community.

2.0 BACKGROUND

The Butler Pitch and Putt Golf Course has operated in the City of Austin's Town Lake Park since 1950 and is an iconic recreational amenity of the City. As a short iron only golf course with nine holes, all short par-threes, it offers the public an alternative take on the game—perfect for players just learning the game, working on their short game, or simply wanting to play the game close to home—all in a relaxed atmosphere.

Situated in the heart of the City on six acres, the Premises features large pecan trees, bushes, small water ponds, and other natural landscaping. A small clubhouse is onsite for golfers to check-in and purchase merchandise and snacks and beverages. The site is bound on three sides by Barton springs Road, Lee Barton Drive, and Riverside Drive. The fourth side is bound by the Union Pacific Railroad track, with trees between the Premises and the rail line.

The City of Austin has a long and storied tradition of supporting and developing the game of golf. In 1899 Hancock Golf Course became the first golf course created in Austin. During the ensuing 115 years, Austin's golf courses have prospered as the City evolved from a sleepy university town to a City of international prominence. Some of the most unique personalities of the game got their start in Austin: from the legendary golf teacher, Harvey Penick, to more than 20 PGA tour professionals calling Austin home today.

The City of Austin currently owns and operates six municipal golf courses and one short practice course. As the city's population continues to increase, so will the need for municipal facilities that provide a quality golf experience at an affordable price.

3.0 VISION FOR THE CONCESSION

The City's vision for the Butler Pitch and Putt Golf Course is that it operates to provide the public an appealing and affordable golfing experience, implementing the highest standards for public safety, environmental integrity, and public enjoyment. Golfing instruction is to be provided to increase course participation, to enhance players' skills, and to promote Austin's sense of community through the game of golf. The clubhouse and all golfing facilities and ancillary buildings are to be structurally and mechanically sound, aesthetically pleasing, and preserving of the historic and cultural features of the iconic site. Anticipated revenue must leverage public parkland and assets and provide the City with a consistent revenue stream to the greatest extent possible.

4.0 CONCESSIONAIRE REQUIREMENTS

4.1 Concessionaire shall have exclusive rights to provide recreational services that include golfing, related equipment rental, and instructional activity; and for food and beverage sales at the clubhouse.

4.2 Concessionaire shall demonstrate expertise and competency in the operations and maintenance of a golf course and in providing golfing services and programs, instruction, special events, and concession services.

4.3 Personnel Requirements

4.3.1 Concessionaire shall employ a qualified full-time, on-site manager.

4.3.2 Concessionaire shall provide adequate staff to:

4.3.2.1 Provide good, prompt, and efficient service measured through a regularly conducted customer survey of patrons and provide regular summary of survey results to the City on a quarterly basis;

4.3.2.2 Properly maintain the golf course, clubhouse, grounds, and all facilities and ancillary structures (**See Attachment A**).

4.3.3 Concessionaire shall hire all necessary staff and be responsible for their training, supervision, and all associated staff expenses.

4.3.4 Concessionaire must have a written process, which will be subject to City approval, for its staff regarding training, dress code/uniforms, and other relevant staff information.

4.3.5 Concessionaire's staff must wear distinctive clothing that clearly identifies them as Concessionaire personnel. The City has the right to approve all uniform or clothing options provided by the Concessionaire. Concessionaire may provide sample clothing to the

City for approval and the City will provide feedback within five (5) business days.

4.3.6 Concessionaire shall ensure that all staff has successfully passed the City's Criminal Background Investigation (CBI) prior to beginning employment

4.4 Permits/Licenses/Certifications Required

4.4.1 Concessionaire, subcontractors, and staff shall have appropriate and current state and City permits, licenses, or certifications that are required to provide the services in this scope of work.

4.4.1.1 Examples include: TABC License, Food Handler's License/Permits, all requirements will be applicable to the concessions or services provided by the Contractor.

4.4.2 Concessionaire shall be responsible for securing any and all building or general work permits, and approvals based on the work/renovations proposed.

4.5 Operation and Maintenance

4.5.1 Concessionaire shall provide all equipment, materials, labor, tools, and personnel that are necessary for proper operation of a quality golf course.

4.5.2 All materials and services provided by the Concessionaire shall comply with all current federal, state, and local laws; and City ordinances, rules, and regulations.

4.5.3 The Concessionaire shall, at its sole cost and expense, maintain a preventative maintenance program and make all regular and ordinary nonstructural building maintenance repairs. These repairs include, but are not limited to, HVAC, mechanical, electrical, plumbing, painting, wallpaper, tile, flooring, window replacement, and roof. These repairs shall be made in an expeditious and proper manner.

4.5.4 Concessionaire is responsible for maintenance, repair, and replacement of golf course features and amenities.

4.5.5 Concessionaire is responsible for any damages that are the result of the Concessionaire's negligence or improper maintenance of the facility or premises.

4.5.6 Concessionaire shall pay for all utilities related to golf course and clubhouse management and operations.

4.5.7 Concessionaire shall enforce applicable policies and regulations established by the City governing the management and use of public golf courses, special events, the clubhouse, and any related activities.

4.5.8 Concessionaire shall operate the concession with a minimal impact to the environment by eliminating or reducing emissions, through sanitation and cleaning, incorporation of water and energy conservation practices, and through proper waste management, all in accordance with Park Rules and City Codes, Ordinances, Rules and Regulations, as applicable. (**See Attachment B**)

4.5.9 Concessionaire shall use best practices for the use of chemicals for pest elimination and shall provide an Integrated Pest Management (IPM) Plan. Preference will be given to plans that use the least-toxic solutions and include management options, such as biological, cultural, manual, and mechanical, to prevent or remedy unacceptable pest activity or damage. Concessionaire will annually, no later than January 31st of each calendar year of operations, provide updates to the IPM Plan, which will be approved by the City.

4.5.10 Concessionaire shall be responsible for the daily removal of all solid waste, recycling, and compostable waste on the Premises at Concessionaire's own cost and shall annually submit a general waste management plan, no later than January 31st of each calendar year of operations.

4.5.11 Concessionaire shall be responsible for providing complete janitorial services and supplies [including Material Safety Data Sheets (MSDS)] for keeping the golf course, clubhouse, grounds, and parking lot free and clear of rubbish, filth, and refuse. Material data sheets should be stored on property and be available to the City upon request.

4.5.12 The City is seeking proposals which include innovative approaches to reducing the environmental impact of operations through alternative energy, water-conserving equipment and products, low-emissions equipment, biodegradable chemicals, biodegradable products, products with lower volatile organic compounds (VOCs), resulting in better indoor air quality; and products with high recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that eliminate chemical toxins, reduce greenhouse gas (GHG) emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City. This includes the use of electric or alternatively fueled vehicles, wherever possible. Concessionaire shall provide a plan for reducing the environmental impact of operations. Concessionaire will annually, no later than January 31st of each

calendar year of operations, provide updates to the plan for the City's review.

4.5.13 The City, per City Council Resolutions #20071129-045 and #20070215-023, incorporates sustainability criteria when making awards regarding Concessionaire's operations and equipment used for maintenance. These criteria may consider the operations, materials, and equipment used by Concessionaire. Preference will be given to Concessionaire who is willing and able to provide the City-approved innovative products and services that will minimize the impact on the environment and reduce Concessionaire's or City's overall carbon footprint. Concessionaire shall provide a plan to increase operational sustainability. Concessionaire will annually, no later than January 31st of each calendar year of operations, provide updates to the plan for the City's review.

4.6 Concessionaire Safety Requirements

4.6.1 Upon contract award, Concessionaire shall provide a general safety and security plan that addresses public safety, which will be approved by the City.

4.6.2 Concessionaire shall provide an Evacuation Plan, including designated assembly areas, both inside and outside, for use in case of an emergency or natural disaster, which will be approved by the City.

4.6.3 Concessionaire, subcontractors, and all staff shall maintain certifications for CPR, First Aid, and AED training. Copy of certifications will need to be provided to the City Contract Manager, no later than January 31st of each calendar year and on a quarterly basis for new Concessionaire staff.

4.6.4 Concessionaire shall provide for customer safety at all times and follow safety standards set by the State of Texas, City of Austin, and any golfing industry best practices.

4.7 Marketing

4.7.1 Concessionaire shall maximize patronage and revenues through service, ambiance, special events, or other PARD approved methods.

4.7.2 Concessionaire shall reach out to the community to increase patronage through effective marketing and advertising, including social media.

4.7.3 Concessionaire shall submit to PARD a marketing plan, for review and approval. The marketing plan should be updated annually and provided to the City Contract Manager no later than January 31st of each calendar year.

4.8 Improvements

4.8.1 Concessionaire shall submit a capital improvement plan for improvements. The proposed improvements must support the City's vision of providing the public an appealing and affordable golfing experience, while creating a destination for Austin citizens. Improvements are subject to the City's review and may not be made without the City's written approval.

4.8.2 All improvement plans and any subsequent revisions to these plans are subject to the City's review and may not be made without the City's written approval.

4.8.3 Any improvement made by the Concessionaire to both indoor and outdoor areas of the Concession, including capital improvements, furnishings, and equipment, must comply with the American with Disabilities Act (ADA) requirements.

4.8.4 Fixed assets become the property of the City upon expiration or termination of the contract.

4.8.5 Improvements to be made by the Concessionaire shall include, but are not limited to:

4.8.5.1 Enhanced teeing boxes and greens complexes, consistent with other City of Austin golfing facilities;

4.8.5.2 Optimization of course layout for player experience, public safety, and protection of surrounding private property;

4.8.5.3 Utilization of durable materials to reduce operational and maintenance costs, such as warm-up area/tee box improvements, not limited to natural turf;

4.8.5.4 Integration of state-of-the-art irrigation infrastructure and methods to reduce water usage;

4.8.5.5 Rehabilitation of structures in accordance with the Secretary of the Interior's Standard for Rehabilitation to preserve character defining historic features and to meet current codes and regulations (see **Attachment F**);

4.8.5.6 Maintenance of the long-term health of the Heritage Trees and other flora located on site;

4.8.5.7 Compliance with the American Disability Act (ADA) for all structures and on the Premises; and

4.8.5.8 Rehabilitation of the parking area to maximize capacity and operational efficiency.

4.8.5.9 The historic concrete masonry unit clubhouse, while modest, is an important part of the site's cultural landscape and is eligible for historic designation. Any repairs will conform to the Secretary of the Interior's Standards for Rehabilitation, which provide guidance for the treatment of historic buildings (see **Attachment F**).

4.9 Programming: Concessionaire shall prepare and submit with their proposal a plan to promote golfing and to provide golf education. The plan shall include programs for underserved youth and seniors. The plan will be approved by the City on an annual basis. The plan shall be submitted no later than January 31st of each calendar year. Objectives of the proposed plan should include:

4.9.1 Increased participation through enhanced golfing experience;

4.9.2 Promotion and marketing of golf to diverse ages, ethnicities, and income levels;

4.9.3 Procurement of quality, experienced instructors to provide lessons, camps, or other instructional activities; and

4.9.4 Development of partnerships with non-profits or other recreational service providers to increase participation.

4.10 Pricing: Concessionaire's Services shall provide affordable options to the public.

4.11 Revenue: Concessionaire shall increase revenue through innovative services and programming.

4.11.1 Optimize marketing and promotional strategies with other City of Austin concessions and park activities.

4.12 Service Requirements

4.12.1 Concessionaire may sell food and beverages or subcontract with one other concessionaire for these services.

4.12.1.1 Concessionaire must ensure concession activities are in line with City policies (e.g., food, snack, and beverages are healthy and sustainable).

4.12.1.2 The City reserves the right to allow patrons to supply their own food/beverages for their consumption.

4.12.1.3 Concessionaire may sell alcoholic beverages if appropriate permits, licenses, and certifications are obtained.

4.12.1.4 Concessionaire and staff must have appropriate and current state and City permits, licenses, or certifications to handle, manage, prepare, distribute, and serve food.

4.12.1.5 Concessionaire shall be responsible for obtaining a Food Enterprise Permit specific to the clubhouse concession.

4.12.1.6 Food and beverage services may not exceed the existing electrical or mechanical capacity of the clubhouse.

4.12.1.7 Concessionaire or Concessionaire's subcontractor shall be responsible for food and beverage services that employ practices consistent with the City's goal of Zero Waste by 2040, such as using reusable bags and recycling paper, plastic, metal, and glass items; reusing items; and purchasing local products to reduce carbon footprints.

4.12.1.8 Concessionaire or Concessionaire's subcontractor shall donate surplus food and shall make a good faith effort to reduce food waste pursuant to the City's Office of Sustainability's Source Reduction Overview and Guidelines for Donating Food & Handling Surplus Foods, as provided in **Attachment C**.

4.12.2 Upon written City approval, Concessionaire may:

4.12.2.1 Subcontract with other vendors to provide programs and services;

4.12.2.2 Sell golfing/clubhouse related merchandise;

4.12.2.3 Provide private or group lessons related to golfing, in accordance with City regulations;

4.12.3 Concessionaire may:

4.12.3.1 Schedule golfing tournaments; and

4.12.3.2 Hold special event rentals or other activities that complement the City's vision for the golf course and clubhouse, in accordance with City regulations.

4.13 Reporting Requirements

4.13.1 Concessionaire shall record all sales and services, including membership, food and beverage sales, by means of a computerized/point of sale system.

4.13.2 Concessionaire shall provide the City with a monthly summary report of gross sales and services by receipt category.

4.13.3 Concessionaire shall maintain permanent bookkeeping and accounting records, audited by a certified public accountant (CPA) on an annual basis. The CPA audit will be submitted to the City annually no later than January 31st.

4.13.4 Concessionaire shall provide the City with a written calendar of events on a quarterly basis.

4.13.5 As provided in Section 5.13.2, Concessionaire shall submit to the City for its approval a list and description of potential subcontractors.

4.13.6 Concessionaire shall annually, no later than January 31st of each calendar year of operations, provide updated operations and maintenance program reports, which must include the template provided as **Attachment D** to the City, outlining the current and proposed programs for the premises. These reports must be of sufficient detail to serve as programming and financial planning tools.

5.0 CITY RESPONSIBILITIES

5.1 The City will provide the Concessionaire with a point of contact from the City during Park hours of operation and a remote point of contact outside the Park's hours of operation.

5.2 The City will not be responsible for any debts incurred by the Concessionaire for golf course operations, services, programs, or for clubhouse operations or management.

5.3 The City will review and approve the program fees, rental prices, rental rules, subcontractors, merchandise, and all other business relations between the Concessionaire and the public.

5.4 Upon award, The City Contract Manager will establish quarterly site visits with the Concessionaire to review operations.

6.0 Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria
Staff Policy	Written policy to be used for staff, regarding training, dress code, and additional relevant staff information	Prior to contract execution	Review; Provide comments/or corrections; accept final
Criminal Background Investigations (CBI) for staff	Responsible for securing staff that has passed City's CBI	Before start of services and during contractual period	Completion and Successful Passage
Necessary Permits	Appropriate and current permits, licenses, or certifications required to provide services	Prior to contract execution	Review; Provide comments/or corrections; accept final
Integrated Pest Management Plan	Plan detailing a continuous system of controlling pests with appropriate environmentally friendly management options	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
Waste Management Plan	Plan detailing removal of solid waste and recycling from area	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
Environmental Impact Reduction & Sustainability Plan	Plan detailing efforts to reduce environmental impact, per City Council Resolutions #20071129-045 and #20070215-023	Prior to contract execution and annually by January 31st	Review; Provide comments/or corrections; accept final
General Safety and Security Plan; Evacuation Plan	Plans that addresses public safety	Prior to contract execution	Review; Provide comments/or corrections; accept final

Marketing Plan	Plan detailing community outreach to increase patronage	Prior to contract execution	Review; Provide comments/or corrections; accept final
Improvement Plans	Submittal of written plans for any improvements or revisions to improvements	Prior to contract execution	Review; Provide comments/or corrections; accept final
Program Plan	Plan for educating the public and promoting golfing; plan should include programs for underserved youth and seniors	Prior to contract execution	Review; Provide comments/or corrections; accept final
Services and Pricing Plan	Details of services, equipment, schedules, and fees	Prior to contract execution	Review; Provide comments/or corrections; accept final
Sales Reports	Summary report of gross sales and services by receipt category	Monthly	Review; Provide comments/or corrections; accept final
Accounting Records	Bookkeeping and accounting records, audited by a certified public accountant (CPA)	Annually	Review, file, comment, adjust financial accounting procedures as necessary
Operations and Maintenance Reports	Updated operations and maintenance program reports that outline the current and proposed programs for the premises.	Annually, by January 31st	Review; Provide comments/or corrections; accept final
Calendar of Events	Written calendar of Scheduled Events	Quarterly	Review; Provide comments/or corrections; accept final
List of Subcontractors & Merchandise to be sold	A list and description of potential subcontractors, merchandise to be sold, and private and group lessons	Before start of services and during contractual period	Review; Provide comments/or corrections; accept final

7.0 Attachments

Attachment A – Drawing of Golf Course Premises
Attachment B – Park Rules
Attachment C – Food Donation Guidelines
Attachment D – Facility Maintenance Plan
Attachment E – Monthly Summary Report of Gross Sales and Services
Attachment F - Historic Preservation Resources & Information

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 8600-CRR3004

1. **PROPOSAL FORMAT**

Submit one (1) original and (1) flash drive that contains an exact electronic replica of the Response. The original Response shall be clearly labeled as "original" and contain original ink signatures by a person authorized to sign on behalf of the Offeror. The Response shall be submitted on standard 8.5 x 11 inch paper and shall be organized in the following format and information sequence. Use tabs to divide each part of your Response and include a Table of Contents. Respondents shall provide all details in the Response as required and any additional information you deem necessary to evaluate your Response.

The proposal itself shall be organized in the following format and informational sequence:

Tab 1 – Executive Summary: Provide an Executive Summary of three pages or less which gives in brief and concise terms a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

i. Offer Sheet
ii. Section 0510 – Exceptions Checklist
iii. Section 0605 – Local Business Presence Identification
iv. Section 0700 – Reference Sheet
v. Section 0800 – Non-Discrimination and Non-Retaliation Certification
vi. Section 0815 – Living Wages Contractor Certification
vii. Section 0835 – Non-Resident Bidder Provisions
viii. Section 0840 – SDVBE Contractor Certification
ix. Section 0900-Subcontracting/Sub-Consulting Utilization Form
x. Section 0905-Subcontracting/Sub-Consulting Utilization Plan-if applicable. **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0900 No Goals Utilization Plan with your proposal packet.**
xi. All Addendums (if applicable)

Tab 3 – Authorized Negotiator: Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

Tab 4 – Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Tab 5 – System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system/operational solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

Tab 6 – Program: Describe your technical plan for providing the required operations, capital improvements, programs and services. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:

i. A description of your operations, work program, and required programs and services. Detail each area individually.
ii. Any public benefit programs planned for the concession.
iii. Preliminary proposed public fees for all programs and services offered at the concession.

Include any projected fee increases over the contract term.

iv. Total Revenue to the City of Austin, including a 10-year expense proforma.

v. A description of your capital improvement plan with the projected investment, including planning, construction, and completion phases for all deliverables relative to the contract term. Identify all planning, administrative or project management resources that will be involved.

vi. The points at which written, deliverable reports will be provided for operations, programs, services, and capital projects. Include all items listed under Deliverables/Milestones of this RFP (as referenced in Section 0500-Scope of Work).

vii. General policies and procedures, customer service standards, including a complaint resolution.

viii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.

ix. The Proposer shall state compliance with terms of this Request for Proposal (RFP).

Tab 7 – Project Management Structure: Provide a chart which specifies management and staff for operations, programs, and services and for project leadership and reporting responsibilities for planned capital projects. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Tab 8 – Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

Tab 9 – Personnel: Include names and qualifications of all personnel in supervisory or management operations, or for professional personnel involved in planning, administering, and managing capital projects. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

Tab 10-Fee Proposal: Concessionaire shall pay to the City without demand, at the Office of the Director of the Parks and Recreation Department of the City of Austin, a minimum flat monthly fee of $2,700.00 plus a one-time, annual lump sum payment equal to 18% of annual gross revenue minus the sum of the monthly fees:

($2,700.00 x 12 months) = A

(18% of Annual Gross Revenue) = B

(B-A) = Lump Sum Payment

Minimum Concessionaire Payment Annually = A + (B-A)

The annual lump sum payment (B-A) is due no later than January 31 of each year during the term of the Agreement. Concessionaire may propose a higher fee proposal under this section, which will be evaluated.

Tab 11 – Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

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

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or

potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

3. **LOCAL BUSINESS PRESENCE**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. 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. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

4. **SERVICES-DISABLED VETERAN BUSINESS ENTERPRISE ("SDVBE"):** Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

5. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

6. **EXCEPTIONS**: List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

7. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution

will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

8. **PROPOSAL PREPARATION COSTS**: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

9. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. **100 Points.**

(1) Operational Concept and Solutions, Programs, Services, and Fee Proposal (Grasp of the RFP requirements and its solutions), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)-**30 Points**

(2) Demonstrated Applicable Experience and Personnel Qualifications-**20 Points**

(3) Evidence of Good Organization and Management Practices-**10 Points**

(4) Capital Improvement Plan and Schedule-**27 Points**

(5) Services-Disabled Veteran Business Enterprise ("SDVBE") – **3 Points**

(6) LOCAL BUSINESS PRESENCE (**Maximum 10 points**)

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

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

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP 8600-CRR3004

DATE ISSUED: Monday, March 25, 2019

REQUISITION NO.: 19020800284

COMMODITY CODE: 98831, 96115

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

Claudia Rodriquez
Procurement Specialist IV
Phone: (512) 974-2959
E-Mail: ClaudiaR.Rodriquez@austintexas.gov

Secondary Contact:
Sarah Ramos
Procurement Specialist II
Phone: (512) 974-2554
E-Mail: Sarah.Ramos@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Management and Operation of the Butler Pitch and Putt Golf

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

PROPOSAL DUE PRIOR TO: Tuesday, April 9, 2019 at 2:00pm

PROPOSAL OPENING TIME AND DATE: Tuesday, April 9, 2019 at 3:00pm

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

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

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

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

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

Address for US Mail (Only)	**Address for FedEx, UPS, Hand Delivery or Courier Service**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CRR3003	Purchasing Office-Response Enclosed for Solicitation # CRR3003
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (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	4
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return	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 and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – 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
Attachment A	Golf Course Premises	2
Attachment B	Park Rules	19
Attachment C	Food Donation Guidelines and Waste Reduction	18
Attachment D	Facility Maintenance Plan	185
Attachment E	Monthly Sales Report	1
Attachment F	Historic Preservation Resources & Information	webpage

*** 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: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

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

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

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

(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: _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

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

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

   Answer: _____ Which State: _____

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

   Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

1. ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.

2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

   ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.

4. Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.

5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.

6. Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

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			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	☐ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

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

_____ _____

Name and Title of Authorized Representative (Print or Type) Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

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

SOLICITATION NUMBER: RFP 8600-CRR3004
SOLICITATION TITLE: Management and Operation of the Butler Pitch and Putt Golf

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	☐ MBE ☐ WBE Ethnic/Gender Code: ☐ NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_____ _____

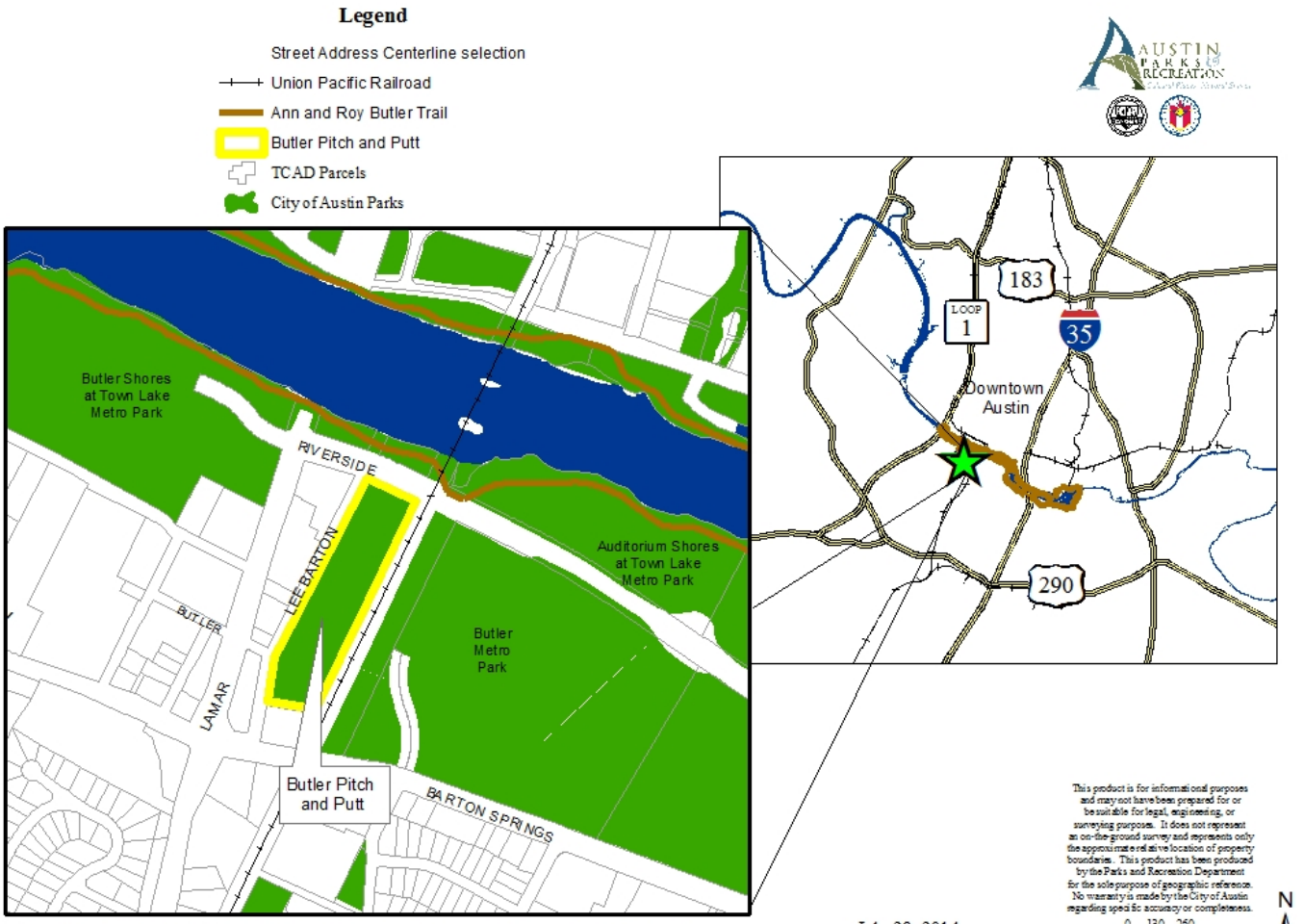
Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

_____ _____

Director/Assistant Director or Designee Date

ATTACHMENT A



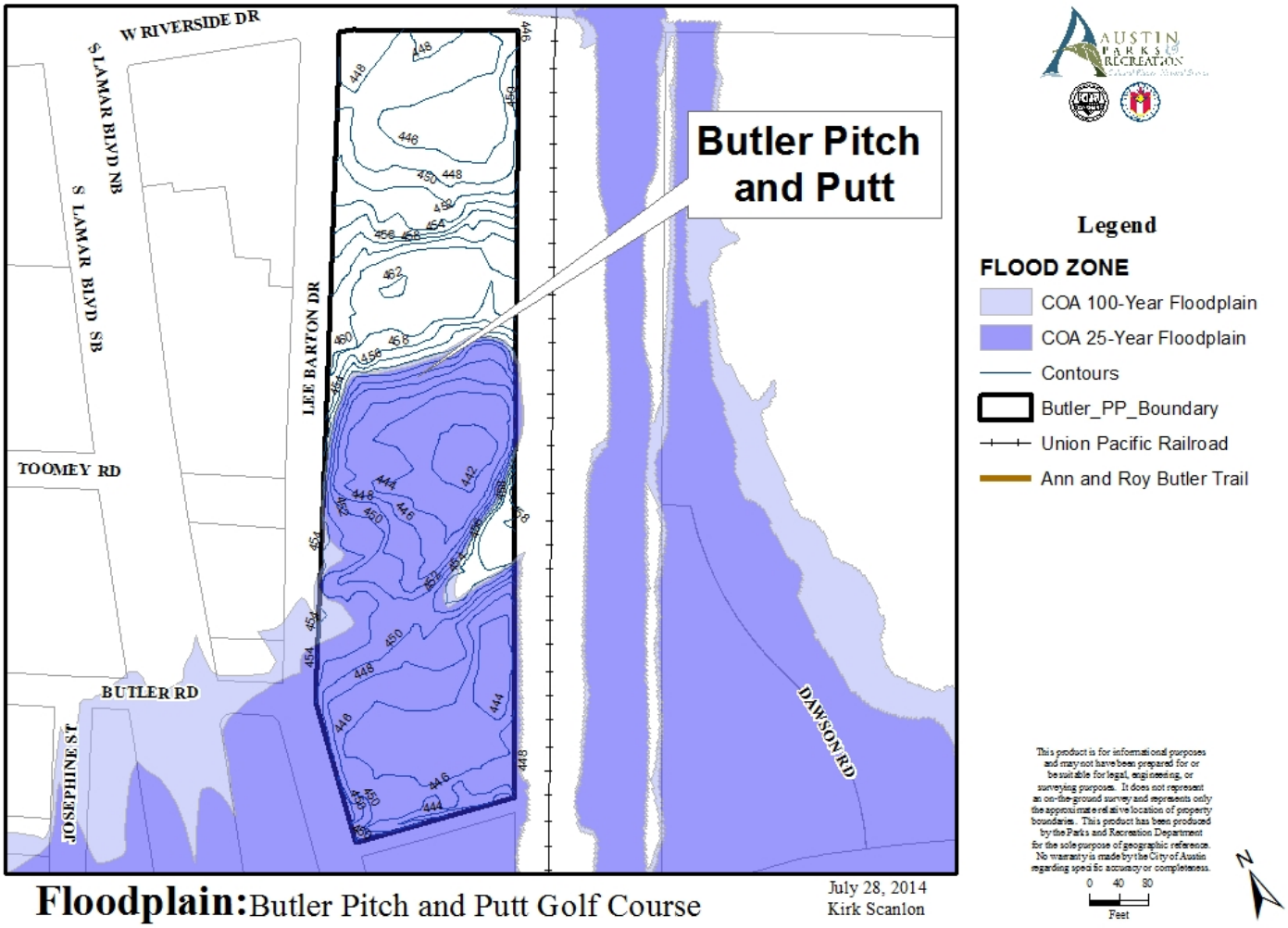
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

0 130 260
Feet

Location Map: Butler Pitch and Putt Golf Course

July 28, 2014
Kirk Scanlon

ATTACHMENT A



Floodplain: Butler Pitch and Putt Golf Course

July 28, 2014
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City of Austin
Parks and Recreation Department

Park Use Rules

1. Purpose.

These are written rules for the use of City of Austin parks, wildlife preserves, and recreational facilities. These rules are intended to secure and preserve the fullest enjoyment of parks, wildlife preserves, and recreational facilities.

2. Applicability

(A) These rules apply to, and in, all parks, wildlife preserves, recreational facilities, or other areas belonging to the City and managed by, or under the authority of, the City of Austin Parks and Recreation Department.

(B) These rules do not apply to, or in, cemeteries managed by the Parks and Recreation Department.

(C) These rules do not apply to a City, state, or federal agent in the performance of the agent's official duties.

3. Terms; Definitions.

(A) In these rules, unless otherwise provided, words and phrases mean what they mean in the City Code. The rules of construction that apply to the City Code apply to these rules.

(B) In this section:

(1) "Director" means the director of PARD, and includes the director's designee.

(2) "PARD" means the City of Austin Parks and Recreation Department.

(3) "Park," or "Park Facility," unless otherwise expressly stated, includes all parks, wildlife preserves, recreational facilities, and other areas belonging to the City and managed by, or under the authority of, PARD except a cemetery.

(4) “Park employee” includes a contractor.

(5) "Permit" means a permit issued under this section or under the authority of PARD.

(6) "Permittee" means a person holding a permit from PARD.

(7) “Slackline” means a span of webbing or a similar material used for slacklining.

(8) “Slacklining” means an activity in which a participant balances on a span of webbing or a similar material that is anchored at two fixed points.

(9) “Weapon” means an instrument designed, adapted, or used to inflict bodily harm, including, but not limited to, a club, explosive weapon, firearm, illegal knife, or knuckles, as each of those terms is defined in Chapter 46 of the Penal Code.

(10) “Zip Line” means a pulley suspended on a cable that is mounted on an incline, and designed to enable a user to travel from the top to the bottom of the inclined cable.

4. Use of Park Facilities Generally.

(A) A park facility is generally available for public use on a first-come, first-served basis, subject to:

(1) a requirement, if any, for a permit;

(2) a requirement, if any, to pay an entrance fee or other fee;

(3) a previous reservation.

(B) A person shall comply with City signs and markers in a park.

(C) Entrance or Use Fees.

(1) A person may not enter or use a park facility for which an entrance or use fee has been established, unless the person has first paid the fee or is otherwise authorized to enter.

(2) A person must display an entrance permit or pass to a gate or entrance attendant on request.

(D) Reservations.

(1) A person may not use or occupy a facility or area for which another person has paid a reservation fee when the person's use conflicts with the use of the facility or area by the person who has made a reservation.

(2) A person must make a reservation in accordance with PARD's reservation policies.

(3) A person must display documentation of a confirmed reservation on request to a City employee charged with the supervision or patrolling of parks.

(E) Permits.

(1) When the City Code or this rule requires a person to obtain a permit or written authorization for a use, or prohibits a use without a permit or written authorization. A person who wishes to apply for a permit or authorization may contact the director's office. PARD shall provide information on its Web page explaining how a person may apply for a permit or authorization.

(F) Restricted Uses.

(1) A person may not use a court or field designed for a specific sport for another sport, unless the alternative use is permitted by the director. For example, a person may not use a tennis court for lacrosse, or a baseball field for soccer.

(2) PARD may restrict public access and use of wildlife preserves.

(G) Occupancy Limit.

(1) PARD may establish and post a maximum occupancy for any park area or facility.

(2) A person may not enter, or remain in, an area or facility for which PARD has established an occupancy limit when the person's entrance will have the effect of exceeding the established occupancy limit. Compliance with this rule does not eliminate any additional requirements that may be imposed by the City Code or City rules regarding an event on City property.

(H) Closed Areas.

(1) The City Manager or the manager's designee may close a park area, wildlife preserve or facility to public entry or otherwise restrict use until the area or facility can be made available for public use.

(2) If practicable, the director shall post notice of a closed area. A person may not enter a closed or restricted area.

(3) A person may not enter an area closed due to flooding, toppled trees, or debris, or which is the subject of a flood ban.

(I) Special Rules for Specific Parks Facilities or Events.

(1) Each park facility may develop special rules and regulations that address problems specific to a facility or an event.

(2) Special rules shall be in writing, approved by the director, and posted at the facility or provided to a person holding or attending an event.

(3) A person shall comply with all special rules and regulations posted at a facility or provided to the person.

(J) A person may not smoke in a park, except in a temporary designated smoking area for a special event.

5. Trail Use.

(A) A person may not operate or use a motor vehicle or a bicycle on a trail or path that is not designated for the use of the motor vehicle or bicycle.

(B) On a trail, a bicyclist shall yield to a runner or a walker, and a runner shall yield to a walker.

(C) People on bicycles may not be more than two abreast if this impedes other traffic on the trail. A person using a trail must leave ample room on the trail for other people to pass safely.

(D) A bicyclist must use a bicycle that is in good condition and equipped with properly functioning brakes, and operate the bicycle in a safe manner at a prudent speed.

(E) Unless otherwise posted, all portions of the hike and bike trails are designated as bicycle speed zones and shall be identified by signage. A bicyclist may not travel faster than 10 miles per hour in an area designated as a bicycle speed zone.

6. Assembly.

A person organizing an event in a park that the person reasonably should know will be attended by more than 60 people must provide notice, at least 24 hours before the event begins, to PARD by calling the director's office. Subject to

compliance with all other applicable rules and ordinances, the event is to be allowed unless the director finds that the event will disrupt or interfere with a scheduled event, or prevent or be inconsistent with the intended use of a park facility at the proposed site of assembly.

7. Disruptive Behavior; Ejection from Facilities.

(A) If a person's conduct violates these rules, or is unlawful, disruptive, destructive, or hazardous, the person may be warned and asked to stop the conduct immediately by any park employee. If a person persists in the conduct after a warning, a park employee may eject the person from the park.

(B) If a person's conduct is criminal, poses an imminent threat of injury or property damage, or prevents the public enjoyment of the premises, a park employee may eject the person from the park.

8. Peace and Quiet.

(A) A person shall preserve the peace and quiet enjoyment of a park by observing the law governing noise and amplified sound.

(B) A person may not use offensive language, make unreasonable noise, discharge weapons or fireworks, or engage in gestures or conduct in a park that would be offensive to a person of ordinary sensibility.

(C) A person may not operate a noise-making device in a park in violation of applicable law.

(D) A person shall observe and comply with noise restrictions posted in a park.

9. Weapons and Firearms.

(A) A person may not carry or possess a weapon or firearm while in a park, except:

(1) where the use is expressly allowed;

(2) as allowed by state and federal law; or

(3) when otherwise authorized in writing by the director.

(B) The use of a firearm, air gun, paintball gun, pellet or B.B. gun, bow and arrow, or projectile device capable of inflicting personal injury is prohibited unless conducted under permit or in a park facility where the director has authorized the use.

(C) A person may not display a firearm or other weapon in a park in a manner that the person should reasonably know will alarm or threaten another person.

10. Abandoned or Unattended Property.

(A) A person may not abandon a vehicle or other personal property in a park. PARD may remove, impound, and dispose of abandoned property under applicable law.

(B) A person may not leave a vehicle, boat, or other property unattended at any park in such a manner as to create a hazardous or unsafe condition. PARD may impound the unattended property or move the unattended property to a safe place.

11. Parking.

(A) Unless parking is otherwise prohibited, a person may park a motor vehicle in a park only in a designated area, or within twelve feet of a public park road.

(B) A person may not park, store, or leave a vehicle or trailer in an area posted "restricted" or with "no parking" signs.

(C) PARD may impound a parked vehicle or trailer that creates a hazardous or unsafe condition.

12. Commercial Activity.

(A) Generally.

(1) Unless a person is specifically authorized to do so by a permit or contract, or is acting in conjunction with a specifically permitted use of a reserved park facility; a person may not:

(a) sell or rent a good or service in a park;

(b) place a stand, cart, or vehicle in a park for a commercial purpose;

(c) affix an advertisement to park property.

(B) Providing Commercial Classes and Instruction.

(1) A person may not conduct classes or instructional activities for compensation in a park unless the person obtains a contract from PARD.

(2) A person may not provide a free class or instruction as an inducement or advertisement for a paid class or instruction, unless the person has a contract from PARD to conduct classes for compensation.

(C) Performing Artists.

(1) A person may perform as an artist or entertainer in a park, but the person:

(a) may not block a sidewalk or trail, or impede pedestrian or vehicular traffic;

(b) may not block or impede access to a park concession;

(c) may not perform at a restricted-access event without the written permission of the event organizer;

(d) may not juggle potentially hazardous materials or items such as knives or fire; and

(e) must comply with all otherwise applicable ordinances and rules.

13. Animals.

(A) A person bringing a pet or other animal into a park shall keep the animal under confinement or direct control. Leads or leashes used to control animals may not be more than six feet long. A person who brings a dog into a park may allow the dog to be without a leash in a designated off-leash area; provided that the dog must at all times remain under the person's immediate personal supervision and command. A person who brings a dog into a designated off-leash area must carry a leash in order to restrain the dog should the need arise.

(B) A person shall remove waste left by an animal under the person's care and control and shall dispose of the waste only in an appropriate waste receptacle.

(C) A person who brings an animal into a park may not permit the animal to remain unattended or create a disturbance or a hazard.

(D) A person may not permit an animal under the person's control to be in the water of a swimming pool or designated swim area, and may not permit an animal, except for a service animal for the disabled, within the land area or beach area adjacent to the water of a swimming pool or designated swim area.

(E) A person may not bring livestock into a park, or permit livestock to range at a park, except with the written approval of the director.

(F) A person may not ride, drive, lead, or keep a horse at a park or wildlife preserve, except on a horseback riding trail designated and posted by PARD, and except as authorized under a contract, approved reservation, or permit.

(G) A person may not ride a horse in a park in a dangerous manner.

(H) A person may not hitch a horse to a tree, shrub, or structure in a manner that causes damage, or that the person should reasonably know will cause damage.

(I) Except for a service animal for the disabled, an animal shall not be brought into a designated wildlife preserve. This does not apply to a trained animal used by an employee or agent of the City of Austin in reasonable discharge of the employee's or agent's duties.

14. Cremation Remains.

(A) A person may not disperse or dispose of cremation remains in a park without the written authorization of the director.

15. Slacklining.

(A) A person may not set up a slackline in a park without a permit. A permit is valid for one year beginning on the date the permit is issued. A permittee must be at least 18 years of age. As a condition of the permit the permittee must agree to a full release from liability and indemnification of the City acceptable to the City Attorney. A permittee may not set up a slackline in a special event zone without the written authorization of the director.

(B) A person may not engage in slacklining unless the person is accompanied by a permittee in possession of a valid permit. No more than 15 persons, including the permittee, may engage in slacklining at one time under a single permit.

(C) A permittee may affix a slackline on a temporary basis while the slackline is in use, and must remove the slackline when the slackline is not in use. A permittee is responsible for all activity on the permittee's slackline, and may not leave a slackline unattended at any time. A person may not engage in slacklining before dawn or after dusk. A park employee may remove and store unattended slacklining equipment without notice to the permittee.

(D) A person may not use slacklining equipment in a park unless that equipment is maintained in an operable and safe condition. This is the sole responsibility of a person using the equipment. A park employee may direct that equipment that appears to be unsafe or improperly set up be removed.

(E) A permittee may not affix a slackline to an object or fixture other than a tree, including but not limited to a building, bike rack, handrail, art object, fence or light pole.

(F) A permittee may not use a tree as an anchor post for a slackline if:

(1) the tree is less than 1 foot in diameter;

(2) the tree is a heritage tree; or

(3) the tree is posted as not for use for slacklining.

(G) A person may not alter a tree for use as an anchor post for a slackline; this includes but is not limited to, trimming limbs, installing bolts, or removing bark.

(H) To protect the bark on a tree, a permittee must place some type of fabric (burlap, carpet squares, or similar material) that is at least one-quarter inch thick between the tree and the slackline tied to the tree.

(I) A permittee may not set up a slackline unless a clear and flat landing surface is present under the full length of the slackline.

(J) If the Manager of Grounds, Facilities Management, or the manager's designee determines that a tree or an area shows damage from slacklining activities, the manager or the manager's designee may restrict the tree or area future use from slacklining, and post the tree or area as not for slacklining. A person may not engage in slacklining in an area posted as not for slacklining.

(K) A permittee may not set up a slackline:

(1) that is higher than six feet above natural grade at the center of the span;

(2) that is within 25 feet of a sidewalk, building, road, street, bikeway, water feature, sport court, bike rack, handrail, art object, fence or light pole measure from the center of the span; or

(3) without the written permission of the director, that exceeds a length of 100 feet.

(L) A permittee may not set up a slackline in a manner that blocks a park entrance or exit, or interrupts the existing use of an area by the general public.

(M) The director shall revoke a permittee's permit if a total of three violations of this rule by a permittee are documented by PARD staff. A violation of this rule by a person slacklining under the permittee's permit is a violation by the

permittee. If a permit is revoked, the former permittee may not reapply for a permit for a period of one year from date of the revocation. A person who has two permits revoked may not reapply for a permit.

16. Hammocks.

(A) A person may affix a hammock on a temporary basis while the hammock is in use and must remove the hammock when the hammock is not in use. The owner of the hammock is responsible for setting up and taking down the hammock by 10 p.m. each day and may not leave the hammock unattended. A park employee may remove and store an unattended hammock without notice to the owner.

(B) A person using a hammock must maintain the hammock in an operable and safe condition. This is the sole responsibility of the person using the hammock. A park employee may direct that a hammock that appears to be unsafe or improperly set up be removed.

(C) A person may not affix a hammock to an object or fixture other than a tree, including but not limited to a building, bike rack, handrail, art object, fence or light pole.

(D) A person may not use a tree as an anchor post for a hammock if:

(1) the tree is less than 1 foot in diameter;

(2) the tree is a heritage tree; or

(3) the tree is posted as not for use for a hammock.

(E) A person may not alter a tree for use as an anchor post for a hammock; this includes but is not limited to, trimming limbs, installing bolts, or removing bark.

(F) To protect the bark on a tree, a person must place some type of fabric (burlap, carpet squares, or similar material) between the tree and the hammock tied to the tree.

(G) A person may not set up a hammock unless a clear and flat landing surface is present under the full length of the hammock. A person may not set up a hammock that is higher than six feet above natural grade at the center of the span.

(H) If the Manager of Grounds, Facilities Management, or the manager's designee determines that a tree or an area shows damage from hammocks, the manager or the manager's designee may restrict the tree or area future use from

hammocks, and post the tree or area as not for hammocks. A person may not affix a hammock to a tree in an area posted as not for hammocks.

17. Zip Lines.

(A) A person may not set up a zip line in a park without a permit. As a condition of the permit the permittee must agree to a full release from liability and indemnification of the City acceptable to the City Attorney. A permittee may not set up a zip line in a special event zone without the written authorization of the director.

(B) Due to the high impact of a zip line on integrity and preservation of park property, and the hazards associated with the use of a zip line by participants, the conditions of a permit must be negotiated on a case-by-case basis.

18. Installation of a Water Ski Course on a City Lake.

(A) A person may not install a water ski course, water ski jump, or similar course or device, on or in the waters of Lake Austin, Lady Bird Lake, or Lake Walter E. Long (Decker) Lake, or the tributaries thereof, except with a permit.

19. Remote Control Models.

(A) A person may operate a remote control model car, truck, boat, or the like in an open area of a park provided the person does not disrupt the enjoyment of the park by other park patrons.

(B) A person may not operate a remote control model on or in an established trail, sports field or court, playground, splash pad, fenced swimming pool area, picnic pavilions, or other area with a specific designated use without the written authorization of the director.

(C) A person may not operate a model aircraft in a park except in a specifically designated area.

20. Protected Resources.

(A) Wildlife.

(1) All wildlife in a park is protected. A person may not harm, harass, hunt, trap, or remove an animal, including a mammal, fish, insect, bird, reptile, or other living creature from a park except with the written approval of the director.

(2) This does not apply to fishing by a person in an area where fishing is allowed, if the person in in compliance with state law requiring a fishing license.

(B) Plant and Fungal Life.

(1) Plant and fungal life in a park is protected. A person may not intentionally injure, thrash, or remove any live plant or fungus, or a portion of a plant or fungus, except with the approval of the director.

(2) A person may not collect or harvest dead wood or plants, or portions thereof, including mowing, clearing for wildfire mitigation, and invasive plant removal, except with the written approval of the director.

(3) A person may collect fruits and nuts on the ground. Except in an area designated by PARD for the purpose, and clearly posted, a person may not pick fruits or nuts.

(4) A person may not release or plant a plant or a fungal prologue, including a seed, cutting, or spore in a park except with the written approval of the director.

(C) Artifacts and Geological Resources.

(1) Every site, object, building, artifact, implement, and location of historical, archaeological, geologic, scientific, or educational interest of every character located in, on, or under the surface of a park is protected.

(2) A person may not remove, excavate, take, dig into, harm, or destroy any site, object, building, artifact, implement, or location of archaeological, geological, scientific or historical interest without having a permit required by the Texas Natural Resources Code, and without having the written permission of the director.

(3) A person may not use a metal detector in a park without a permit.

21. Fires, Firewood and Fireworks.

(A) A person may not light, build, or maintain a fire in a park, except in a device provided, maintained, and designated for that purpose, or as authorized by PARD.

(B) A portable camp stove or portable barbecue grill of metal construction may be used in a designated campsite or picnic area.

(C) A campfire is allowed only in an approved location and under conditions prescribed by the director or park supervisor. A campfire must be attended at all times by an adult until fully extinguished.

(D) During a period of extreme fire hazard, the director may prohibit or restrict fires in designated areas.

(E) A person may not cut, gather, or collect wood or other combustible material at a park, for use as firewood or fuel, except for material designated for this purpose by PARD.

(F) A person may not possess or use of any kind of firework in a park, except by permit.

22. Camping and Overnight Use.

(A) A person may not camp at a park except as authorized by permit and only in an area designated or marked for that purpose. "Camping" means occupying a designated camping facility; erecting a tent or arranging bedding, or both, for the purpose of, or in such a manner as will permit, remaining overnight; or the use of a trailer, camper, or other vehicle for the purpose of sleeping overnight.

(B) To afford all the public a wider use of camping facilities, the continuous occupancy of a camping facility by the same person or group in a park is limited to 14 consecutive calendar days.

(1) The director may establish an alternate time limit for continuous occupancy of a facility when the director finds it necessary to achieve maximum use of the park by the public.

(2) When a person has used a camping facility in a park for more than seven consecutive days and vacates the facility for any reason, the person may not again use the overnight camping facilities in the same park for 48 hours, unless the camp staff determines that adequate camping spaces are available to serve the public.

(C) A person under 18 years of age in a park between the hours of 10 p.m. and 5 a.m. must be accompanied or supervised by an adult. The ratio of adults to minors shall not be less than one adult for every eight minors.

23. Special Reservations for Professional and Semi-professional Sports Teams.

(A) PARD's mission is to provide, protect, and preserve a park and facilities system that promotes recreational, cultural, and outdoor experiences for the

Austin community. PARD recognizes that sports programs contribute to the overall health, recreation, and physical activities of Austin's residents.

(B) PARD may allow a professional or semi-professional sports team that is based in Austin and uses the word "Austin" in the team's name to reserve a facility for practice. A professional or semi-professional sports team is a team that regularly plays teams from other cities on a set schedule in games for which admission is charged to spectators; pays or reimburses some or all of its players and staff; and has a team name and logo protected under intellectual property law.

(C) PARD may require a team to conduct free clinics for City residents as a condition of a permit.

(D) Except as expressly provided in this provision (*Special Reservations for Professional and Semi-professional Sports Teams*), a permit issued under this provision is subject to all of the conditions, procedures, and limitations prescribed by the provision entitled *Park Use for Temporary Amenities*, including, without limitation, the requirements as to application, indemnity, compliance with laws, limits on use, and revocation.

(E) A permit is merely permission to engage in an activity on parkland. It is entirely permissive. A permit does not create a contract or a property right. A permit does not create any enforceable expectation. A permit does not create a forum for commercial speech. Except as expressly provided in a permit, the permittee has no expectation of special access or protection. PARD staff will offer security to the permittee only in terms of that which is necessary to secure the park and in the event of an emergency.

(F) A permittee must submit to PARD a copy of the permittee's insurance policy, in a form acceptable to City Risk Management, naming the city of Austin as an additionally insured. While a permit is in effect, the permittee must carry liability and property damage insurance ($25,000 property damage; $1,000,000 public liability coverage) insuring the City of Austin against any claim whatsoever resulting from permittee's use of a reserved City facility or other use of City land. Insurance policy information must be updated with the City of Austin at least 30 days before the policy's expiration.

(G) A permittee may not advertise, except that team members may wear team uniforms, and the team name and logo may be used on signs indicating that a facility is reserved under the permit or directing a park patron to a free clinic. A team may not sell merchandise, operate a concession, or permit merchandise to be sold or a concession to be operated.

(H) A permitted use may not infringe on the availability of a facility for public use outside scheduled hours stated in the permit.

(I) A permit may not allow any changes or improvements to be made by a permittee to a City facility.

(J) A permittee must obtain PARD Public Information Office approval before scheduling media events involving PARD staff or facilities.

(K) Except as expressly provided in a permit, a permittee may not create materials using any City intellectual property, including the City or PARD seal, without first obtaining written permission from the PARD Public Information Office. A permit may provide permission for the use of City intellectual property under conditions designated by the director.

(L) Subject to the following limitations, the City may provide, and a permittee may use, facility lighting, water and wastewater.

(1) The City is responsible for lighting maintenance. All requests for maintenance must be submitted to PARD in writing on a form designated by PARD. PARD is not responsible for providing maintenance on a particular schedule. Maintenance and scheduling is at the sole discretion of PARD.

(2) A permittee is responsible for controlling light use. The City will charge a permittee $25 per hour up to $250 per incident if lights are left on overnight.

(3) Abuse of utilities will result in permit revocation.

24. Park Use for Temporary Amenities.

(A) This provision applies to a person, other than the City, who provides a temporary amenity to the general public on park property.

(B) The director finds that:

(1) PARD has been approached by persons wishing to provide amenities to the public on parkland for an extended time;

(2) §8-1-12 of the City Code authorizes the director to permit the temporary use of a recreation area, but does not directly anticipate this use; and

(3) accordingly there is a need for a process to permit this kind of use.

(C) This provision defines conditions for the use of the park system by a person other than the City to provide temporary amenities for use by the general public. The provision is intended to:

(1) carry out the intent of §8-1-12 of the City Code;

(2) inform prospective users of the City's expectations with respect to park use and activities;

(3) protect the public health and safety;

(4) discourage unnecessary and inappropriate use of the park system;

(5) prevent damage to the park system and its facilities, and

(6) allow for the fair and uniform administration of park use.

(D) Words and phrases.

(1) "Amenity" means a service located on parkland to be provided without charge to the general public and intended for use by all park users, including without limitation, a watering station. The service intended to be provided for an extended time, and is not connected to a specific event or recreational use by the person providing the service.

(2) "Use area" means the location at which a permittee may provide an amenity under a permit, and the immediately adjacent area.

(3) "Watering station" means a place where drinking water is provided to the public for consumption by humans.

(E) Permit Required.

(1) A person wishing to provide a temporary amenity to the public must obtain a permit.

(2) A person who wishes to obtain a permit must apply to the director. The director may prescribe one or more forms for this purpose. On review of an application, the director may, at the director's discretion, require additional information from an applicant. The application must conspicuously state the indemnity agreement in favor of the City required by this provision and must be signed by a person authorized to bind the applicant to the indemnity agreement.

(3) In deciding whether a permit should be granted, the director may consider the following factors:

(a) whether the applicant has submitted an accurate and complete permit application;

(b) whether the applicant has demonstrated that the requested use compliments park amenities, serves a park purpose, and provides a benefit to the general public;

(c) whether the applicant has demonstrated feasible means and methods for accomplishing the requested use;

(d) whether the requested use will duplicate existing services offered in surrounding areas of the park system;

(e) whether the requested location is within an area subject to PARD maintenance and operation and is suitable for the requested use;

(f) whether the applicant has a history of non-compliance with park rules or permit terms and conditions.

(F) No right; no waiver; no assignment.

(1) A permit is merely permission to engage in an activity on parkland. It is entirely permissive. A permit does not create a contract or a property right. A permit does not create any enforceable expectation. A permit does not create a forum for commercial speech. Except as expressly provided in a permit, the permittee has no expectation of special access or protection. PARD staff will offer security to the permittee only in terms of that which is necessary to secure the park and in the event of an emergency.

(2) A permit is not a waiver, exception, or defense to a violation of any applicable law or of a rule or guideline established by PARD or the director.

(3) A permit may not be assigned to a person or entity other than the permittee.

(G) No advertising.

A permittee may not advertise, market, or engage in any solicitation activities on parkland. A permittee may identify the permittee's property in an inconspicuous manner.

(H) Limits on use.

(1) In a permit:

(a) the director may prescribe terms and conditions on the temporary use of parkland in addition to those prescribed in this provision; and

(b) the director shall prescribe the days and hours of a permitted use, which must be subject to change at the discretion of the director.

(2) At a minimum a permittee must:

(a) indemnify the City, and its officers, employees and elected officials, from any and all liability, loss or damages the City may suffer as a result of claims, demands, suits, causes of action, costs, or judgments including attorney or other professional fees against it arising out of the permittee's actions under a permit;

(b) temporarily relocate, or suspend, the permittee's activities on written notification by PARD, if the director finds that the relocation or suspension is in the interest of the park system or is necessary for another activity or use;

(c) comply with all applicable laws and park rules, including, without limitation, this provision and all federal, state, and local health, safety, and environmental laws, during the period of use;

(d) not create any actionable nuisance;

(e) take all reasonable precautions to eliminate any nuisances or hazards relating to the permittee's activities on or about the use area;

(f) properly maintain the use area, cause no damage to the use area, and return the use area to its original condition;

(g) regularly monitor litter and ensure all trash is contained in trash receptacles on a daily basis;

(h) provide PARD with an emergency response contact person available 24 hours, seven days a week to respond to emergencies;

(i) inform PARD of any injuries or serious problems related to the permittee's activities as soon as possible, and in no event later than 24 hours after the occurrence;

(j) notify the director when the permittee ceases the permitted use.

(I) Watering Stations and Amenities Providing Food and Beverages.

(1) This sub-part applies to a person who provides an amenity subject to Austin City Code Chapter 10-3 (*Food and Food Handlers*) and Texas Food Establishment Rules (25 TAC Chapter 229) on park property.

(2) A permittee may not provide an amenity subject to this provision without all applicable permits, licenses, and insurance.

(3) The number of water dispensers at each permitted location shall be determined by the director on the director's approval of a permit application.

(4) The permittee may not provide to the public any Styrofoam containers, containers of a similar nature, or non-recyclable containers.

(5) This sub-part is cumulative of the rest of this provision (*Park Use for Temporary Amenities*).

(J) Permit Revocation.

(1) PARD may revoke a permit if a permittee fails to properly fulfill the permittee's obligations under a permit.

(2) If the director determines that a violation creates a threat to public health and safety, the permittee must cease the permittee's activities immediately on receiving written or oral notice from PARD, and may not resume activities until the director finds that the threat to public health and safety no longer exists, and provides written permission to the permittee to resume activities.

(3) Except as otherwise provided, before revoking a permit, PARD shall notify the permittee in writing of the permit violation. The permittee shall have 10 calendar days from date of the notice to cure the violation. The director may, in writing, for cause, and in the director's sole discretion, grant an extension of the cure period.

(4) If the permittee has not cured a violation as specified in the written notice within the time provided, the permit is revoked without the need for further notice, and the permittee must cease the permitted activities.

(5) A permittee whose permit has been revoked may apply for new permit. However, an applicant's previous non-compliance with a permit may be considered by the director in reviewing an application.

GUIDELINES FOR DONATING FOOD & HANDLING SURPLUS FOODS

1. Why Donate Food?

Donating surplus food makes sense and addresses many problems at once:

Lost Resources: In the United States, approximately 40% of food is wasted along the food chain. This represents 4% of our total US oil consumption and 25% of fresh water that goes into growing food that no one eats.

Hungry People: One out of six Americans (50 million people) are food insecure, and thirteen million of those are children. Almost 25% of children in Travis County (56,100) lack consistent access to adequate food due to lack of money and other resources.

Waste Diversion: Organic materials, including food waste, can represent as much as 47% of materials disposed of in landfills, all of which could be utilized for higher and better uses than filling landfills.

Climate Impact: Uneaten food in landfills accounts for 23% of the nation's output of methane (a potent greenhouse gas).

The Environmental Protection Agency's **Food Recovery Hierarchy** establishes **priorities** for preventing waste and then redirecting food surplus to its highest and best use, giving preference to feeding people, then animals, then reprocessing into compost, biofuel or other industrial uses. ALL of these are preferable to landfilling. Finding alternative uses for food waste is a key part of Austin's strategy to divert waste from landfills, care for our community, and become a Zero Waste community. When food donation is not possible, the City encourages composting of food waste or food scraps.

2. Food Donors are Protected by Law

To encourage companies and organizations to donate healthy food that would otherwise go to waste, Texas passed the Good Faith Donor Act over 30 years ago and in 1996 a nearly identical federal law was passed, known as the Bill Emerson Good Samaritan Food Act. The federal law encourages the donation of food and grocery products to nonprofit organizations for distribution to needy individuals. It also states that a corporation, which donates apparently wholesome food to a nonprofit organization for distribution to the hungry, is not subject to civil or criminal liability that arises from the condition of the food. The National Restaurant Association has a useful Guide for Restaurateurs.

3. Other Cities Are Donating Surplus Food

Cities such as New York and Chicago have already implemented successful food donation programs with great results. In fact, San Francisco's Food Runners moves more than 10 tons of food per week, and has been delivering donated food for 27 years with zero incidents of foodborne illness or lawsuits.

4. What kinds of foods may be donated?

a. Pre-packaged foods that are **non-potentially hazardous** (ie. "non-perishable" cans of food, aseptic boxes of soup, boxes of cereal, baked goods, bottled water, etc.) may be collected for donation and distributed without a permit. Some restrictions apply for expired or damaged foods. See the note below for these rules.

b. Donating Potentially Hazardous Foods. Other foods as described below are considered *Potentially Hazardous* due to health considerations. To prepare, store or receive potentially hazardous foods requires a permit from the Austin/Travis County Health and Human Services Department. Permits are also required for mobile food vending units from which prepackaged foods prepared in permitted kitchens are distributed for free or for sale directly to the consumer. (This is distinct from delivery drivers of food directly ordered from food establishments.) The forms for food handlers, food managers, and food service providers, can be found at this address:

http://www.austintexas.gov/department/food-establishment-requirements

For Potentially Hazardous food donations outside of Travis County, please consult the appropriate local health authority for rules.

Note: permits are only required for donor and recipient establishments and do not exist for or apply to food runners/delivery volunteers.

As per Texas Food Establishment Rules, foods to be donated must meet the following criteria (for specifics, see the end of this document):

If foods that are considered *potentially hazardous* (ex. cut tomatoes or melons, dairy products, fresh shell eggs, meats, cooked foods, etc.) are served, they may be donated under the following conditions:

- Cooling process for hot food: Stored potentially hazardous food must be cooled to 71 degrees Fahrenheit within 2 hours and cooled to 41 degrees within the next 4 hours for a total of 6 hours.
- Hot food must be maintained hot at 135 degrees Fahrenheit or above prior to and during service (with the limited exception of transport as detailed below in section 5).
- Cold food must be maintained cold at 41 degrees Fahrenheit or below prior to and during service (with the limited exception of transport as detailed below in section 5).
- The donor has verified that the person receiving the food (recipient) has the proper facilities to meet all the requirements during transport, storage, and reheating the potentially hazardous food to maintain a proper temperature. (see section 5)
- Both the donor and recipient facility must be permitted by a city, county or state health department.
- If the donated food is transported by a third party, the transporter must meet the transportation requirements under the hot and cold holding temperatures stated in local/state code as described below in section 5.

c. Labeling of Donated Foods:

Requirements for labeling depend on whether the food is in its original package or has been prepared as a meal.

- Donated prepackaged food must show (unobscured) its complete original label, including name of the item/food, manufacturer information, list of ingredients, and expiration or sell-by date.
- Donated prepared food shall be labeled with the name of the food, the source of the food, and the date of preparation. (Example: Lasagne -- Spaghetti Warehouse -- Prepared 1/12/14)

d. Foods that may NOT be donated:

Shelf Life - The donated foods that are potentially hazardous must not be used for consumption past the shelf life **expiration date** or past 7 days after preparing and or opening from its original package.

Damaged Foods - Food must not be donated if it's damaged in the following ways:

- canned foods that are heavily dented on the rim or seam
- packaged foods with missing or incomplete source/manufacturer label.

Distressed Foods – Foods that have been exposed to fire, flooding, excessive heat, smoke, radiation, other environmental contamination, or prolonged storage must not be donated for consumption by a consumer. Foods exposed to the listed conditions, may be sold or donated to a licensed food salvage.

Previous Service - Foods previously served to consumers may not be donated.

Home Prepared Foods - No home-prepared potentially hazardous foods can be donated for human consumption. This issue is encountered frequently with churches or other non-profits providing foods for food pantries or holiday meals at shelters.

5. Food Donation Rules and Practices for Ensuring Safe Food Delivery

Safe delivery and service of donated food requires responsible communication among all parties handling the food (donor, delivery person and receiving facility), including monitoring and appropriately handling temperature and packaging requirements as well as limiting the time out of temperature controls.

With a basic understanding of food safety and good judgement, food donors, runners and recipients can ensure that donated food is kept safe for consumption.

Controlling Temperature and Time out of Temperature Controls

- When temperature-controlled transport is available, foods should be held below 41˚F or above 135˚ while in transport to the venue. If temperature-controlled transport is not available, the food items should be labeled, "Process Immediately" and must not be out of temperature controls for more than a total of 4 hours (including time during cooling, storage, transport and service). Potentially hazardous food out of temperature controls for more than 4 total hours must be discarded.
- Keep prepared food above 135°F or stored at 41°F within 2 hours of preparation.
- Food from hot line-- Receive and hold at 135°F or above. Hot food out of temperature controls for any amount of time under 4 hours must be reheated to 165˚F before service.
- Food from cold storage--Receive and hold at 41°F or below.
- Check temperature when receiving food using a clean and sanitized thermometer. If food is just barely inside Food Temperature Danger Zone (between 41°F and 135°F, ask a dining services representative to verify that food has not been in Danger Zone for longer than a few minutes).
- Track the temperature of the food before and after transportation, and the amount of time between locations. Using a tracking system such as the sample **Food Donation Delivery Form** below is a best practice that can help document that proper food handling procedures were followed at every stage.
- Donations consisting of whole produce, canned goods, dry foods and other similar products can be delivered anytime with no requirement for temperature controls or delivery times.

Transportation

- Use safe, non-absorbent, leak proof pans or reusable containers.
- Never put pans full of food on the ground.
- Use thermal bags or coolers to maintain hot or cold temperature of food; do not mix hot and cold food in the same carrier.

- Use a clean transport vehicle; food should be isolated and nowhere near cleaning supplies, other chemicals, dirty clothes, trash, etc.
- If ever in doubt about whether these procedures were followed, do not donate the food, take it to be composted.

6. Resources for Managing Surplus Food

EPA's Site on Food Waste Management
http://www.epa.gov/osw/inforesources/pubs/food_scraps.htm

Resources for Donating **Edible, Nutritional, Excess Food to** People:

Keep Austin Fed - a network of volunteer food runners are scheduled online to move food from donor food establishments to recipient agencies around Austin. Fill out this form or email keepaustinfed@gmail.com with the type and amount of food, the range of times it will be available for pickup and the name and address or your business. For general questions, go to http://www.keepaustinfed.org/contact-us/.

Large amounts of non-perishable food, such as canned or frozen food should be donated to the Capital Area Food Bank, (512) 282-2111.

Resources for **Donating Distressed Foods for Human Consumption:**

Foods that have been exposed to fire, flooding, excessive heat, smoke, radiation, other environmental contamination, or prolonged storage must not be directly donated for consumption by a consumer. Such foods may be sold or donated to a licensed food salvage establishment if permitted under the provisions of the Health and Safety Code, Chapter 432.

Licensed Food Salvage Establishments: [need to get this -- waiting for return call]

Resources for Donating **Edible Excess Food to Animals:**

Another option for donating food, especially food that is still edible but perhaps not presentable, is to donate to food to farms.

EPA Guidelines for Donating Food to Animals
http://www.calrecycle.ca.gov/reducewaste/Food/ManageScraps.pdf

Resources for Recipient Locations
Urban Patchwork: info@urbanpatchwork.com
Joseph's Place: josephmdeleon@gmail.com
Compost Coalition Sponsors: use this Drop Location Map
Article about donating bones to animal shelters.

Resources for **Composting Excess Food**

Any food that has not been maintained in the safe temperature zone or is questionable for any reason should be redirected to one of the following compost operators:

Texas Disposal Systems
800-375-8375 or solutions@texasdisposal.com
Eco Depot Convenience Center (for compost drop-off)
4001 Ranch Road 620 South (near Hwy 71)

Bee Cave, TX 78738
Office (512) 263-5265

Organics by Gosh
http://www.organicsbygosh.com/
(512) 276-1211

Green Thumb Compost
https://www.greenthumbcompost.com/
512-369-0998 or Info@GreenThumbCompost.com

Break It Down Austin
http://breakitdownaustin.org/
512.497.3477

Compost Coalition Sponsors: use this Drop Location Map

Resources for **Recycling Waste Oil:**

There are two different kinds of waste oil - yellow grease and brown grease. Yellow grease is used cooking oil. Brown grease is liquid waste from a grease trap or other commercial kitchen that must be disposed of using a permitted liquid waste hauler that transports it to a facility permitted by the TCEQ.

For Yellow Grease:
Diesel Green Fuels
Griffin Industries/DarPro
Darling International
Liquid Environmental Solutions
H&H Oil
Centex Grease Recovery

For Brown Grease:
Refer to the following list of TCEQ Permitted Kitchen Grease Waste Disposal Sites.

ATTACHMENT C

RELEVANT EXCERPTS FROM TEXAS FOOD ESTABLISHMENT RULES

https://ehsd.tamu.edu/Safety/foodsafety/Food%20Safety%20Documents/Texas%20Food%20Establishment%20Rules.pdf

§229.164(v)

(v) Donation of foods.

(1) Previous service. Foods which have been previously served to a consumer may not be donated.

(2) Potentially hazardous foods. A potentially hazardous food may be donated if:

(A) the food has been kept at or above 57 degrees Celsius (135 degree Fahrenheit) during hot holding and service, and subsequently refrigerated to meet the time and temperature requirements under subsection (o)(4) and (5) of this section;

(B) the donor can substantiate that the food recipient has the facilities to meet the transportation, storage, and reheating requirements of these rules;

(C) the temperature of the food is at or below 5 degrees Celsius (41 degrees Fahrenheit) at the time of donation, and is protected from contamination; and

(D) if the food is to be transported by the recipient directly to a consumer, the recipient need meet only the transportation requirements, including holding temperatures, under these rules.

(3) Labeling. Donated foods shall be labeled with the name of the food, the source of the food, and the date of preparation.

(4) Shelf life. Donated potentially hazardous foods may not exceed the shelf life for leftover foods outlined in these rules.

(5) Damaged foods. Heavily rim or seam-dented canned foods, or packaged foods without the manufacturer's complete labeling, shall not be donated.

(6) Distressed foods. Foods which are considered distressed, such as foods which have been subjected to fire, flooding, excessive heat, smoke, radiation, other environmental contamination, or prolonged storage shall not be directly donated for consumption by the consumer. Such foods may be sold or donated to a licensed food salvage establishment if permitted under the provisions of the Health and Safety Code, Chapter 432.

§229.164(o)

(4) Cooling.

(A) Cooked potentially hazardous food shall be cooled:

(i) within two hours, from 57 degrees Celsius (135 degrees Fahrenheit) to 21 degrees C (70 degrees Fahrenheit); and

(ii) within a total of six hours, from 57 degrees Celsius (135 degrees Fahrenheit) to 5 degrees Celsius (41 degrees Fahrenheit) or less as specified in paragraph (6)(B)(i) of this subsection, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B)(ii) of this subsection.

(B) Potentially hazardous food shall be cooled within four hours to 5 degrees Celsius (41 degrees Fahrenheit) or less, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B) of this subsection if prepared from ingredients at ambient temperature, such as reconstituted foods and canned tuna.

(C) Except as specified in subparagraph (D) of this paragraph, a potentially hazardous food received in compliance with laws allowing a temperature above 5 degrees Celsius (41 degrees Fahrenheit) during shipment from the supplier as specified in subsection (c)(1)(B) of this section, shall be cooled within four hours to 5 degrees Celsius (41 degrees Fahrenheit) or less, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B) of this subsection.

(D) Raw shell eggs shall be received as specified under subsection (c)(1)(C) of this section and immediately placed in refrigerated equipment that maintains an ambient air temperature of 7 degrees Celsius (45 degrees Fahrenheit) or less.

(5) Cooling methods.

(A) Cooling shall be accomplished in accordance with the time and temperature criteria specified under paragraph (4) of this subsection by using one or more of the following methods based on the type of food being cooled:

(i) placing the food in shallow pans;
(ii) separating the food into smaller or thinner portions;
(iii) using rapid cooling equipment;
(iv) stirring the food in a container placed in an ice water bath;
(v) using containers that facilitate heat transfer;
(vi) adding ice as an ingredient; or
(vii) other effective methods.

(B) When placed in cooling or cold holding equipment, food containers in which food is being cooled shall be:

(i) arranged in the equipment to provide maximum heat transfer through the container walls; and
(ii) loosely covered, or uncovered if protected from overhead contamination as specified under subsection (i)(1)(A)(ii) of this section, during the cooling period to facilitate heat transfer from the surface of the food.

Food Donation Delivery Form

Perishable Food Item(s) Donated (continue on back if needed)	**Quantity** (lbs)	**Temperature at Time of Pick-Up**	**Temperature at Time of Delivery**	**Accepted**
				YES or NO
				YES or NO
				YES or NO
				YES or NO

Food Donated By:

Name of Facility or Event:	Permit #:
Address:	Phone #:
Donated by (print name):	Delivery Start Time:

Food Transported By (if other than by donor or recipient):

Name of Delivery Organization:	Permit # (if applicable):
Address:	Phone #:
Delivered by (print name):	Maintained proper temperature? YES or NO

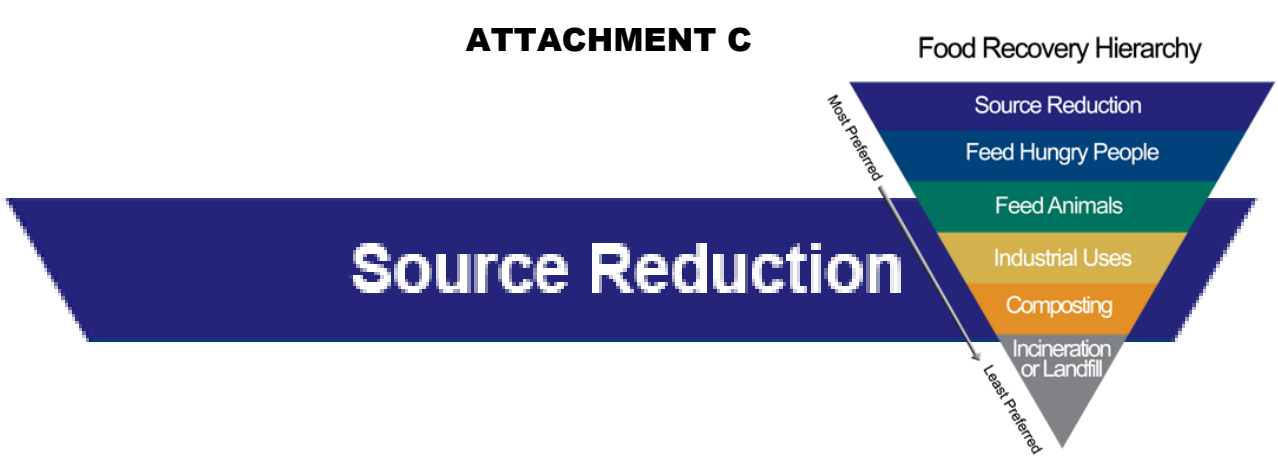
Donated Food Received By:

Name of Facility:	Permit # (if applicable):
Address:	Phone #:
Received by (print name):	Delivery End Time:

I acknowledge that the food item(s) listed above meet the temperature holding requirements for potentially hazardous food as defined in Section §229.164(v) and §229.164(o) of the Texas Food Establishment Rules.

Donor Signature: _____

Recipient Signature: _____



The Bottom Line on Food Waste

SAVE MONEY

- Cut disposal costs
- Reduce over-purchasing costs
- Increase employee efficiency & morale
- Stretch your inventory

The University of Texas has reduced food waste by approximately **48%** by instituting a trayless dining program.
Save Mart Supermarkets of California has saved **$10.5 million** in a year by implementing a comprehensive program including source reduction.
Itasca Medical Center in Grand Rapids, MN is saving an average of **10,700 pounds** of food waste and **$11,030 annually** from *source reduction alone*.

REDUCE WASTE

By addressing food source reduction, you will be directing a higher percentage of your food to hungry, paying customers and **saving a valuable resource** at the same time.

SAVE RESOURCES

There are many inputs to grow food, including **water, fertilizers, pesticides, and energy**. By conserving food, you are also conserving the resources that went into growing it. Less food being wasted also means **less food composted or landfilled**.

REDUCE YOUR FOOTPRINT

14% of total greenhouse gases in the United States are associated with growing, manufacturing, transporting, and disposing of food. Landfilled food accounts for **22% of US emission of methane,** a very potent greenhouse gas.

ELEVATE YOUR REPUTATION

A Chicago Study showed that **60% of customers** were more likely to choose a restaurant that recycles, and **51% were willing to pay a little more** for it.

HOW TO PREVENT FOOD WASTE

STEP 1: Assess Your Food Waste

- Measure and track the amounts, types, and reasons for food waste in order to understand how and why food waste is generated, help create targeted food waste prevention strategies, and set a baseline for measuring your diversion rate and savings.
- Use tracking tools, including waste logs, cost calculators and software.

STEP 2: Reduce Food Waste in the Kitchen

- Reduce over-purchasing through guidelines, policies, systems and training.
- Reduce prep waste and improper cooking by focusing on such things as knife skills, batch sizes, pre-cut food usage, and training.
- Re-use excess food in other menu items such as soups, sauces, croutons and entrees.
- Implement Optimum Storage Practices such as rigorous inventory tracking to ensure that older products get used first in order to reduce spoilage.

STEP 3: Reduce Plate Waste

- Modify menu items to reduce food that is more commonly uneaten or sent back.
- Modify serving sizes and garnishes to reduce waste and use ask-first policies for sides. This can allow moderate price reductions that increase customer satisfaction while increasing profit.
- Post signage at buffets that encourage customers to take only what they will eat.
- Going trayless at self-serve establishments has produced significant savings.

HELPFUL RESOURCES

EPA Sites

- Food Waste Reduction and Prevention
- Food Recovery Challenge

Tools for Tracking Food Waste

- Waste Audit Log
- Food Waste Calculator
- LeanPath (EPA recommended)

Training Resources

- Sustainable Food Management Webinar Series
- Food Scraps Management Page

How-To Guides & Articles

- Putting Surplus Food to Good Use (EPA guide)
- Blog with Detailed Examples

Case Studies

- Harvard
- University of Texas
- Hannaford Supermarkets

Overview Presentations

- Food Waste Alliance Overview
- FoodShift Austin Homepage

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Resources for Recipient Locations
Urban Patchwork: info@urbanpatchwork.com
Joseph's Place: josephmdeleon@gmail.com
Compost Coalition Sponsors: use this Drop Location Map
Article about donating bones to animal shelters.

Resources for **Composting Excess Food**

Any food that has not been maintained in the safe temperature zone or is questionable for any reason should be redirected to one of the following compost operators:

Texas Disposal Systems
800-375-8375 or solutions@texasdisposal.com
Eco Depot Convenience Center (for compost drop-off)
4001 Ranch Road 620 South (near Hwy 71)

Bee Cave, TX 78738
Office (512) 263-5265

Organics by Gosh
http://www.organicsbygosh.com/
(512) 276-1211

Green Thumb Compost
https://www.greenthumbcompost.com/
512-369-0998 or Info@GreenThumbCompost.com

Break It Down Austin
http://breakitdownaustin.org/
512.497.3477

Compost Coalition Sponsors: use this Drop Location Map

Resources for **Recycling Waste Oil:**

There are two different kinds of waste oil - yellow grease and brown grease. Yellow grease is used cooking oil. Brown grease is liquid waste from a grease trap or other commercial kitchen that must be disposed of using a permitted liquid waste hauler that transports it to a facility permitted by the TCEQ.

For Yellow Grease:
Diesel Green Fuels
Griffin Industries/DarPro
Darling International
Liquid Environmental Solutions
H&H Oil
Centex Grease Recovery

For Brown Grease:
Refer to the following list of TCEQ Permitted Kitchen Grease Waste Disposal Sites.

ATTACHMENT C

RELEVANT EXCERPTS FROM TEXAS FOOD ESTABLISHMENT RULES

https://ehsd.tamu.edu/Safety/foodsafety/Food%20Safety%20Documents/Texas%20Food%20Establishment%20Rules.pdf

§229.164(v)

(v) Donation of foods.

(1) Previous service. Foods which have been previously served to a consumer may not be donated.

(2) Potentially hazardous foods. A potentially hazardous food may be donated if:

(A) the food has been kept at or above 57 degrees Celsius (135 degree Fahrenheit) during hot holding and service, and subsequently refrigerated to meet the time and temperature requirements under subsection (o)(4) and (5) of this section;

(B) the donor can substantiate that the food recipient has the facilities to meet the transportation, storage, and reheating requirements of these rules;

(C) the temperature of the food is at or below 5 degrees Celsius (41 degrees Fahrenheit) at the time of donation, and is protected from contamination; and

(D) if the food is to be transported by the recipient directly to a consumer, the recipient need meet only the transportation requirements, including holding temperatures, under these rules.

(3) Labeling. Donated foods shall be labeled with the name of the food, the source of the food, and the date of preparation.

(4) Shelf life. Donated potentially hazardous foods may not exceed the shelf life for leftover foods outlined in these rules.

(5) Damaged foods. Heavily rim or seam-dented canned foods, or packaged foods without the manufacturer's complete labeling, shall not be donated.

(6) Distressed foods. Foods which are considered distressed, such as foods which have been subjected to fire, flooding, excessive heat, smoke, radiation, other environmental contamination, or prolonged storage shall not be directly donated for consumption by the consumer. Such foods may be sold or donated to a licensed food salvage establishment if permitted under the provisions of the Health and Safety Code, Chapter 432.

§229.164(o)

(4) Cooling.

(A) Cooked potentially hazardous food shall be cooled:

(i) within two hours, from 57 degrees Celsius (135 degrees Fahrenheit) to 21 degrees C (70 degrees Fahrenheit); and

(ii) within a total of six hours, from 57 degrees Celsius (135 degrees Fahrenheit) to 5 degrees Celsius (41 degrees Fahrenheit) or less as specified in paragraph (6)(B)(i) of this subsection, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B)(ii) of this subsection.

(B) Potentially hazardous food shall be cooled within four hours to 5 degrees Celsius (41 degrees Fahrenheit) or less, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B) of this subsection if prepared from ingredients at ambient temperature, such as reconstituted foods and canned tuna.

(C) Except as specified in subparagraph (D) of this paragraph, a potentially hazardous food received in compliance with laws allowing a temperature above 5 degrees Celsius (41 degrees Fahrenheit) during shipment from the supplier as specified in subsection (c)(1)(B) of this section, shall be cooled within four hours to 5 degrees Celsius (41 degrees Fahrenheit) or less, or to 7 degrees Celsius (45 degrees Fahrenheit) or less as specified in paragraph (6)(B) of this subsection.

(D) Raw shell eggs shall be received as specified under subsection (c)(1)(C) of this section and immediately placed in refrigerated equipment that maintains an ambient air temperature of 7 degrees Celsius (45 degrees Fahrenheit) or less.

(5) Cooling methods.

(A) Cooling shall be accomplished in accordance with the time and temperature criteria specified under paragraph (4) of this subsection by using one or more of the following methods based on the type of food being cooled:

(i) placing the food in shallow pans;
(ii) separating the food into smaller or thinner portions;
(iii) using rapid cooling equipment;
(iv) stirring the food in a container placed in an ice water bath;
(v) using containers that facilitate heat transfer;
(vi) adding ice as an ingredient; or
(vii) other effective methods.

(B) When placed in cooling or cold holding equipment, food containers in which food is being cooled shall be:

(i) arranged in the equipment to provide maximum heat transfer through the container walls; and
(ii) loosely covered, or uncovered if protected from overhead contamination as specified under subsection (i)(1)(A)(ii) of this section, during the cooling period to facilitate heat transfer from the surface of the food.

Food Donation Delivery Form

Perishable Food Item(s) Donated (continue on back if needed)	**Quantity** (lbs)	**Temperature at Time of Pick-Up**	**Temperature at Time of Delivery**	**Accepted**
				YES or NO
				YES or NO
				YES or NO
				YES or NO

Food Donated By:

Name of Facility or Event:	Permit #:
Address:	Phone #:
Donated by (print name):	Delivery Start Time:

Food Transported By (if other than by donor or recipient):

Name of Delivery Organization:	Permit # (if applicable):
Address:	Phone #:
Delivered by (print name):	Maintained proper temperature? YES or NO

Donated Food Received By:

Name of Facility:	Permit # (if applicable):
Address:	Phone #:
Received by (print name):	Delivery End Time:

I acknowledge that the food item(s) listed above meet the temperature holding requirements for potentially hazardous food as defined in Section §229.164(v) and §229.164(o) of the Texas Food Establishment Rules.

Donor Signature: _____

Recipient Signature: _____

ATTACHMENT D

AUSTIN PARKS & RECREATION

Cultural Places, Natural Spaces

Facility Maintenance Plan

ATTACHMENT D

Reviewed Date Page

Developed_4-7-2011

Reviewed_7-5-2012

Reviewed_10-16-13

Reviewed_2-24-15

Reviewed_1-25-16

ATTACHMENT D

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Operations Contact List

Work Group	Employee	Phone	Radio Channel	Radio Number
Central/South District	Joe Diaz	(512) 415-9936 / (512) 705-3008	3	301
Central/South District	Kelly Craighead	(210) 913-4602	3	312
Central/South District	Brian Piper	(512) 626-8951	3	450
Central/South District	Anthony Savage	(479) 226-0523	3	310
Central/South District	Manuel Soza	(512) 917-0746	3	370
Central/South District	Kerri Thompson	(512) 658-3672	3	330
Horticulture/Playground/Trails	Jeff Larsen	(215) 485-8492	2	
Horticulture/Playground/Trails	Thomas Davis	(512) 982-8623	2	
Horticulture/Playground/Trails	Felix Padron	(512) 965-8554	2	350
Horticulture/Playground/Trails	Lance Seveska	(512) 761-2552	2	656
Northeast District	Jimmy Cone	(512) 577-6159	5	619

Northeast District	Sonny Chandler	(479) 549-7596	5	631
Northeast District	Darrell Dawson	(512) 517-5803	5	620
Northeast District	Tony Moore	(512) 784-1133	5	621
Northwest District	Alberto Perez	(512) 589-1962	4	630
Northwest District	Danny Castilleja	(512) 567-0279	4	650
Northwest District	John Paul Estrada	(512) 810-4150	4	657
Northwest District	Nate Thayer	(830) 278-0947	4	639
Facility Maintenance	Albert Homann	(512) 921-2887	7	503
Facility Maintenance	Ruben Salinas	(512) 586-9239	7	512
Facility Maintenance	Steve Martel	(512) 922-4418	7	505
Plumbing/Irrigation	Rigoberto Alvarez	(512) 554-9880	7	560
Aquatics	Paul Slutes	(512) 293-4636	7	738

ATTACHMENT D

Facility Maintenance Operational Guidelines:

The guidelines contained in this manual are intended to provide guidance to supervisors and managers of the Parks and Recreation Department in developing the framework of your budget and your annual planning for individual and group maintenance needs. The information contained in this manual is broken down into three basic categories: Planning, Budget Planning and Implementation. This effort should be performed on an annual basis starting with the asset inventory which is intended to identify and record any new assets obtained through the previous year. The process ends for the current year with reports which should indicate any changes to assets that may affect the performance of the asset which may affect your ability to continue to operate efficiently in the upcoming year.

PLANNING PHASE

Asset Inventory Facility and Equipment – Take inventory of the list of assets in parks and facilities. It will be updated as time progresses.

Condition Assessment – Assessment performed on assets already listed in the inventory to determine the condition of the asset.

Define Maintenance Standards – Used to define work requirements to meet the acceptable end product of a maintenance level.

Establish Maintenance Levels – Used to rate the level of maintenance.

Define Staff, Contractual and Material Resources – Establish resources through staff, materials and contracts as well as what each is capable of.

BUDGET PLANNING

Establish Maintenance Priority – Define priority of maintenance to budget.

Comparison of Required vs. Available Funding – Examine the available funding and compare those numbers to the amount that is actually needed in order to keep maintenance standards at acceptable levels.

Resource Allocation – Allocate resources to each job according to the priority of the task.

Adapt Work to Fiscal Realities – Perform whatever work is actually possible and allocate resources in a manner within budgetary means.

IMPLEMENTATION

Develop Maintenance Schedule – Begin the scheduling process of maintenance to all PARD facilities.

Establish Control Methods – This will be utilized to establish when assets are inspected what they will be inspected for and what we are trying to achieve.

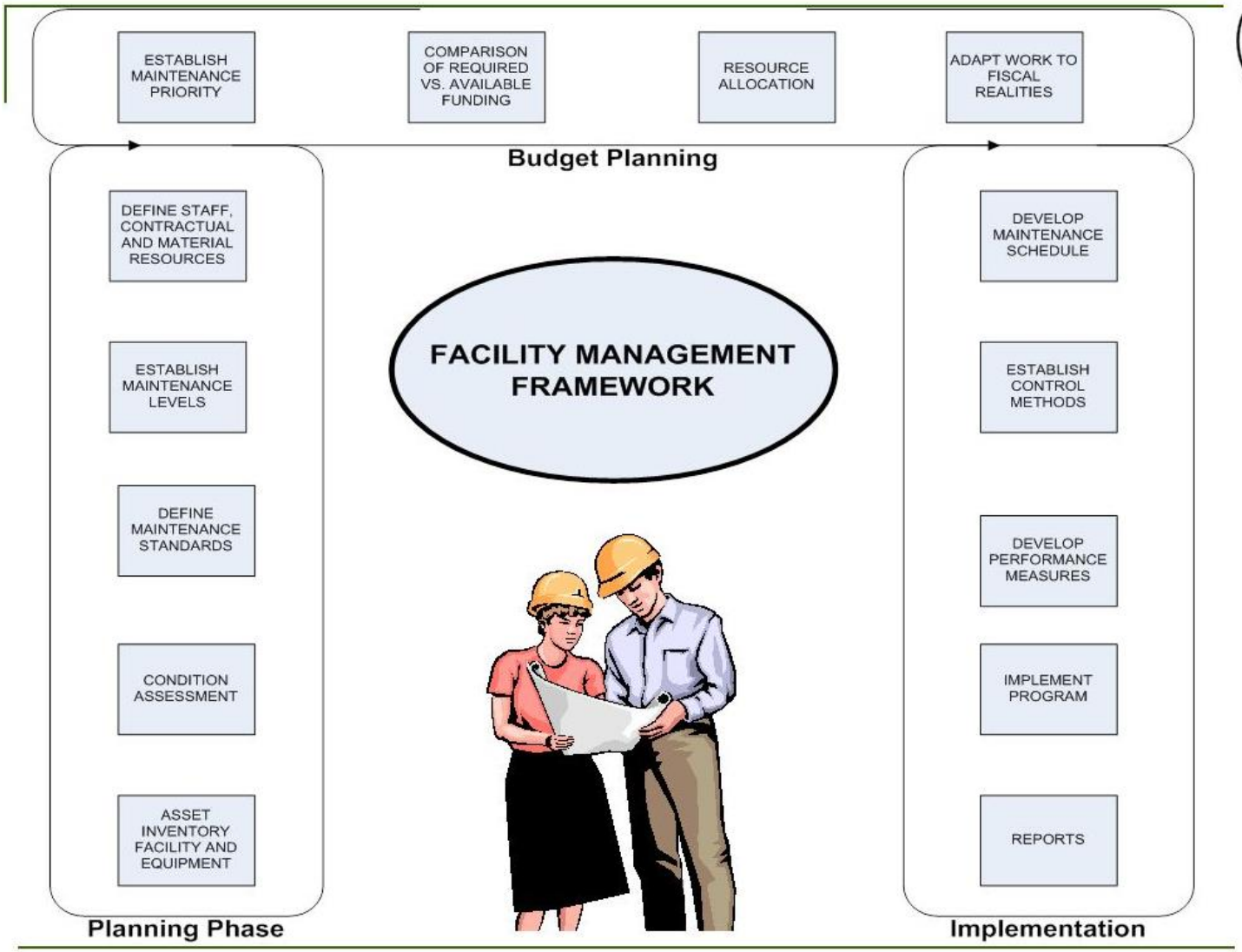
ATTACHMENT D

Develop Performance Measure – Set into place a level of expectations for the upkeep of facilities and how they correlate to the facility staff.

Implement Program – Set into motion the plan laid out in this diagram with the aid of all divisions throughout the department.

Reports XM – Periodically use the Maintenance Management System to run reports to illustrate how well the implementation of the program is holding up.

ATTACHMENT D



ATTACHMENT D

The following pages beginning on page 5 and ending on page 16 will be utilized to develop a complete asset inventory of each building in the Parks system. The information is gathered using site staff as well as maintenance staff. Follow the instruction on each page to complete the information. Site staff will gather the data in hard copy, Facility Services staff will verify and input the data into the Micromain data base. If data is not avaliable or unknown by site staff simply highlight the area and meet with Facilities staff to identify the unknown areas.

ATTACHMENT D

Building Information (2 Pages)

Complete this form for each building record. Enter building information on the Building form in MicroMain.

Name _____

Property Description _____

Contact _____

Address _____

City _____ State/Prov/Co _____ Zip/Postcode _____

Country _____ Parking Spaces _____ Floors _____

Year Built _____ Year Renovated _____ Renovated % _____

Gross Area _____ Net Area _____ Land Area _____

Replacement Cost Per SF/SM _____ Total Cost _____

Building Space Allocation

You can add these to MMDATA as new space allocation type records.

TYPE	NET AREA	MAX OCCUPANCY

Building Utilities

UTILITY	SUPPLIER

ATTACHMENT D

Building Specifications

You can add these to MMDATA as new specification records.

SPECIFICATION	VALUE (TEXT)	VALUE (DATE)	VALUE	VALUE HI	VALUE LOW

Additional Comments: _____

User Defined Fields (MicroMain provides you with five fields for storing additional information):

1) _____
2) _____
3) _____
4) _____
5) _____

Asset List

List all of your areas, equipment, and vehicles on this form for quick entry. Enter asset information on the Asset form in MicroMain. Fill out a separate Detailed Area, Equipment, or Vehicle Asset Information form for each record later. You can add Parent assets as new asset records. The name of each asset ***must be unique*** within each property.

A = Area E = **Equipment** **V = Vehicle**

ASSET	**A**	**E**	**V**	**PROPERTY**	GROUP	BLDG	FLOOR	PARENT

ATTACHMENT D

Detailed Area Asset Information (3 Pages)

Complete this form for each area asset record. Enter area asset information on the Asset form in MicroMain. You can also link to area pictures on the Asset form.

Asset _____
Name of the Area. ***Must be unique*** within each property.

Property _____

Description _____

Account _____ Department _____ Shop _____

Group _____ Subgroup _____
Sorting Information (e.g., Chiller, HVAC).

Building _____ Floor _____ Parent _____ Family _____

Cost _____ Purchase Date _____ Install Date _____

Replace By _____ Replace Cost _____ Salvage Value _____ Useful Life _____

Supplier _____ Manufacturer _____

Model No. _____ Serial No. _____ Control No. _____

Lessor _____ Lease Start Date _____ Lease End Date _____

Lease Payment _____ Disposition Fee _____

Size _____ Spare **Yes No** Track Only **Yes No** Reserve **Yes No**

GPS Info. Longitude _____ Latitude _____ Altitude _____

Assignment Information (Primary Contact)

Last Name _____
Last name or company name.

First Name _____
First name or company contact name.

Phone _____ Date In _____ Scheduled Out _____

Area Meters

You can add these to MMDATA as new meter records.

METER	UNIT OF MEASURE	CURRENT READING	DATE READ	METER MAXIMUM	ROLLOVER COUNT

Area Maintenance Activities

You can add these to MMDATA as new activity records.

ACTIVITY	TRACK	LAST DONE	TIMES/ YEAR	EST COST	EST TIME	CATEGORY	ACCOUNT
	Yes No						
	Yes No						
	Yes No						
	Yes No						
	Yes No						

Area Contacts

You can add these to MMDATA as new labor records.

CONTACT	TYPE	SORT	PHONE	CONTRACT EXPIRE	EMAIL	URL

ATTACHMENT D

Area Specifications

You can add these to MMDATA as new specification records.

SPECIFICATION	VALUE (TEXT)	VALUE (DATE)	VALUE	VALUE HI	VALUE LOW

Area Conditions

You can add these to MMDATA as new condition records.

CONDITION	CURRENT RATING	UNIT OF MEASURE	DATE READ	RANGE LO	RANGE HI

Area Component Parts

You can add these to MMDATA as new part records.

PART	QUANTITY	COMMENTS

Area Other Costs (Licenses, Permits, Insurance)

You can add these to MMDATA as new other cost records.

OTHER COST	TYPE	ISSUER	REFERENCE	EFFECTIVE DATES	COST

Area Warranties

These are stored for individual assets and can be based on dates or an assigned meter's reading.

WARRANTY	SUPPLIER	TERMS	EXPIRE DATE	METER END	VALUE LOW

ATTACHMENT D

Assigned Child Assets

You can add these to MMDATA as new asset records. Child and parent assets ***must be assigned to the same property***.

A = Area E = Equipment V = Vehicle

CHILD ASSET	A	E	V	GROUP	BLDG	FLOOR	FAMILY

Area Documents

You can add these to MMDATA as new document records.

DOCUMENT	DESCRIPTION

Additional Comments: _____

User Defined Fields (MicroMain provides you with five fields for storing additional information):

1) _____
2) _____
3) _____
4) _____
5) _____

ATTACHMENT D

Detailed Equipment Asset Information (3 Pages)

Complete this form for each equipment record. Enter equipment asset information on the Asset form in MicroMain. You can also link to equipment pictures on the Asset form.

Asset _____
Name of the equipment. ***Must be unique*** within each property.

Property _____

Description _____

Account _____ Department _____ Shop _____

Group _____ Subgroup _____
Sorting information (e.g., Chiller, HVAC).

Building _____ Floor _____ Parent _____ Family _____

Cost _____ Purchase Date _____ Install Date _____

Replace By _____ Replace Cost _____ Salvage Value _____ Useful Life _____

Supplier _____ Manufacturer _____

Model No. _____ Serial No. _____ Control No. _____

Lessor _____ Lease Start Date _____ Lease End Date _____

Lease Payment _____ Disposition Fee _____

Size _____ Spare **Yes No** Track Only **Yes No** Reserve **Yes No**

GPS Info. Longitude _____ Latitude _____ Altitude _____

Assignment Information (Primary Contact)

Last Name _____
Last name or company name.

First Name _____
First name or company contact name.

Phone _____ Date In _____ Scheduled Out _____

Equipment Meters

You can add these to MMDATA as new meter records.

METER	UNIT OF MEASURE	CURRENT READING	DATE READ	METER MAXIMUM	ROLLOVER COUNT

Equipment Maintenance Activities

You can add these to MMDATA as new activity records.

ACTIVITY	TRACK	LAST DONE	TIMES/ YEAR	EST COST	EST TIME	CATEGORY	ACCOUNT
	Yes No						
	Yes No						
	Yes No						
	Yes No						
	Yes No						

ATTACHMENT D

Equipment Contacts

You can add these to MMDATA as new labor records.

CONTACT	TYPE	SORT	PHONE	CONTRACT EXPIRE	EMAIL	URL

Equipment Specifications

You can add these to MMDATA as new specification records.

SPECIFICATION	VALUE (TEXT)	VALUE (DATE)	VALUE	VALUE HI	VALUE LOW

Equipment Conditions

You can add these to MMDATA as new condition records.

CONDITION	CURRENT RATING	UNIT OF MEASURE	DATE READ	RANGE LO	RANGE HI

Equipment Component Parts

You can add these to MMDATA as new part records.

PART	QUANTITY	COMMENTS

Equipment Other Costs (Licenses, Permits, Insurance)

You can add these to MMDATA as new other cost records.

OTHER COST	TYPE	ISSUER	REFERENCE	EFFECTIVE DATES	COST

ATTACHMENT D

Equipment Warranties

These are stored for individual assets and can be based on dates or an assigned meter's reading.

WARRANTY	SUPPLIER	TERMS	EXPIRE DATE	METER END	VALUE LOW

Assigned Child Assets

You can add these to MMDATA as new asset records. Child and parent assets ***must be assigned to the same property.***

A = Area E = Equipment V = Vehicle

CHILD ASSET	A	E	V	GROUP	BLDG	FLOOR	FAMILY

Equipment Documents

You can add these to MMDATA as new document records.

DOCUMENT	DESCRIPTION

Additional Comments: _____

User Defined Fields (MicroMain provides you with five fields for storing additional information):

1) _____
2) _____
3) _____
4) _____
5) _____

ATTACHMENT D

Regularly Scheduled Maintenance Task Information (3 Pages)

Complete this form for each of your regularly scheduled (*preventive*) maintenance tasks. You can assign multiple assets to a single task. Task names ***must be unique***. Available scheduling frequencies include variations of daily, weekly, monthly, yearly, and metered readings.

Task _____

Class _____

Shop _____ Supervisor _____

Project Name _____ Standard Time (Hours) _____

Type _____ Priority _____

Safety **Yes No** Inspection **Yes No** Lockout/Tagout **Yes No**

Description: _____

_____

_____

_____

_____

_____

_____

_____

Scheduling Frequency

Starting from (MM/DD/YY) _____

Annually from _____ (month/day) To _____ (month/day)

☐ Daily
- ☐ Every ____ days
- ☐ Every work day
- ☐ Regenerate new task ____ day(s) after each task is completed.

☐ Weekly
- ☐ Recur every ____ week(s) on:
  Sun Mon Tue Wed Thur Fri Sat
- ☐ Regenerate new task ____ week(s) after each task is completed.

☐ Monthly
- ☐ Day ____ of every ____ month(s)
- ☐ The **first second third fourth last** _____ of every _____ month(s)
- ☐ Regenerate new task ____ month(s) after each task is completed.

☐ Yearly
- ☐ Every _____ (month/day) of every ____ year(s)
- ☐ The **first second third fourth last** _____ of _____ (month) of every ____ year(s)
- ☐ Regenerate new task ____ year(s) after each task is completed.

☐ Meter
- ☐ Every _____ (incremental meter reading)
- ☐ or ☐ None
  - ☐ Every ____ days
  - ☐ Every ____ weeks
  - ☐ Every ____ months
  - ☐ Every ____ years

ATTACHMENT D

Assigned Assets

You can add these to MMDATA as new asset records.

ASSET	PROPERTY	SHTDOWN	PRIORITY	METER ID	BASE READING
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			
		Yes No			

Task Labor

You can add these to MMDATA as new labor records.

LABOR	EST HOURS	ACTIVITY

Task Parts

You can add these to MMDATA as new part records.

PART	LOCATION	EST QTY

Task Other Costs

You can add these to MMDATA as new other cost records.

OTHER COST	COMMENTS

Task Tools

You can add these to MMDATA as new tool records.

TOOL	QTY	COMMENTS

ATTACHMENT D

Task Inspection

You can add these to MMDATA as new inspection points.

NOTE: You can also use assigned asset specifications as inspection points.

SORT	**INSPECTION POINT**	GROUP	CORRECTIVE ACTION	COMMENTS

Task Activities (Scheduled Procedures)

You can add these to MMDATA as new activity records.

SORT	**ACTIVITY**	Nth TIME	STANDARD

Task Documents

You can add these to MMDATA as new document records.

DOCUMENT	DESCRIPTION

Additional Comments: _____

User Defined Fields (MicroMain provides you with five fields for storing additional information):

1) _____
2) _____
3) _____
4) _____
5) _____

ATTACHMENT D

Building Maintenance

Indicator Levels

LEVEL 1 – Crisis Maintenance:

(Represents the lowest level of maintenance condition and service. The physical environment is "discouraging.")

1. Represents the lowest level of maintenance condition and service. The physical environment is "discouraging."

2. Comfort/climate control/environment calls take a month or more.

3. Building occupants are very critical of the responsiveness and quality of maintenance service, and lack of any pride in the appearance and condition of the facility. Complaints about the overall building maintenance condition are constant.

4. Emergency notifications as a % of all notifications: > 20%

5. Preventive maintenance vs. repair maintenance: < 10%

6. Work order backlog is significantly above the average for similar facilities.

7. Most building components are in need of renewal or repair.

8. Illumination in primary areas is dim and shadowy due to many missing or damaged bulbs and diffusers.

9. Secondary areas are in darkness due to missing lights.

10. Interior finishes and fixtures are in poor condition.

11. Severe understaffing; all staff would benefit from additional training.

12. Exterior condition and appearance is very poor with significant water and air penetration. Paint is peeling.

13. HVAC systems are completely unreliable and/or not properly calibrated, resulting in significant occupant discomfort and consistent operation outside of existing temperature guidelines.

14. Few to no building plans available.

15. Many building systems are out of code.

16. There are no plans to address agency sustainability goals.

17. No PM or work order system in place. No work plans.

Level 2 – Reactive Maintenance:

(Level 2 represents a substandard degree of maintenance service. The physical environment is "uninspiring.")

1. Service response: Within 3 months for routine requests.

2. Comfort/climate control/environment calls take two weeks.

3. Building occupants become more critical of the responsiveness and quality of maintenance service, and lack pride in the appearance and condition of the facility. Complaints about the overall building maintenance condition increase greatly. *

4. Emergency notifications as a % of all notifications: 15 – 20%

5. Preventive maintenance vs. repair maintenance: 10 – 30%

6. Work order backlog is above the average for similar facilities.

7. Many building components are in need of renewal or repair.

8. Below average illumination with numerous lights out, some missing diffusers; secondary areas are dim due to missing lights.

9. Interior finishes and fixtures are below the average condition for similar facilities. Dingy.

10. Insufficient staff to maintain facility maintenance needs; most staff would benefit from additional training.

11. Exterior components appear rough, worn and unattractive and are drafty and leaky. Finishes are in need of renewal.

12. HVAC systems are unreliable and/or inadequately calibrated, resulting in a negative impact on occupant comfort and frequent operation outside of existing temperature guidelines.

13. Some manuals and plans for the building are available.

14. Out of compliance in several code areas.

15. There are few plans, if any, to deal with agency sustainability goals.

16. There are PM and work order systems available, but they are not used.

*Customer perception of service and facility condition: Basic.

Level 3 – Adequate Maintenance:

(Level 3 is a sufficient maintenance level, reflecting lower expectations of building maintenance. While not totally acceptable, building maintenance condition has yet to reach and unacceptable level. The physical environment is "ordinary.")

1. Service response: Within 1 month for routine requests.

2. Comfort/climate control/environment calls take a week.

3. Building occupants expect or tolerate interruptions due to breakdowns. Pride in the appearance and condition of the facility begins to decrease. Complaints about the overall building maintenance condition increase. *

4. Emergency notifications as a % of all notifications: 10 – 15%

5. Preventive maintenance vs. repair maintenance: 30 – 50%

6. Work order backlog is at the average for similar facilities.

7. Building and site areas are mostly functional, but experience occasional breakdowns that may affect availability for use.

8. Building illumination is generally good, with a small percentage of lights out.

9. Interior finishes and fixtures are in average condition for similar facilities.

10. Staffing levels meet facility maintenance needs; some staff would benefit from additional training.

11. Exterior component condition and appearance is average with minor leaks and blemishes. Finishes unexceptional.

12. HVAC systems are generally reliable with most components properly calibrated, providing acceptable occupant comfort in primary areas of the building in accordance with existing temperature guidelines.

13. Most manuals needed to run the building are on hand.

14. Most codes are being met, but no effort being made to achieve shortfalls.

15. Some sustainability plans have been made to address the agency goals.

16. PM, work order system, and plans in place but not always used.

*Customer perception of service and facility condition: Tolerable.

Level 4 – Comprehensive Maintenance:

(Level 4 is the base maintenance level at which buildings should be kept. Building occupants are satisfied with maintenance service and are generally proud of the appearance and condition of the facility. There are very few complaints about the overall building maintenance condition. The physical environment is "motivational.")

1. Service response: Within 2 weeks for routine requests. Comfort/climate control/environmental calls addressed in 1-3 days.

2. Building occupants are satisfied with the maintenance service and are generally proud of the appearance and condition of the facility. There are very few complaints about the overall building maintenance condition.*

3. Emergency notifications as a % of all notifications: 5 – 10%

4. Preventive maintenance vs. repair maintenance: 50 – 70%

5. Work order backlog is below the average for similar facilities.

6. Breakdown or emergency maintenance usually due to unpredictable failure of equipment components.

7. Illumination is bright, clean attractive with the occasional light out.

8. Interior finishes and fixtures are in better than average condition for similar facilities.

9. Staffing levels meet short and long term maintenance needs; few staff would benefit from additional training.

10. Windows, doors, exterior walls, roof are watertight and finishes appear good.

11. HVAC systems operate reliably, are properly calibrated and provide occupant comfort in most parts of the building in accordance with existing temperature guidelines.

12. Tech manuals, as-builts and plans are on hand.

13. Most codes are met, but some are in process of approval.

14. Most sustainability plans and projects are in place and in use.

15. A PM and work order management system are in use. Work plans exist.

*Customer perception of service and facility condition: Complimentary.

Level 5 – Exceptional Maintenance:

(Level 5 represents "showpiece quality" maintenance. There are no complaints about the building's maintenance condition. The physical environment is "inspirational.")

1. Service response: Immediate for all requests (routine, comfort/climate control/environmental).

2. Building occupants have a high level of trust in maintenance service, and take great pride in the appearance and condition of the facility.*

3. Emergency notifications as a % of all notifications: 0 – 5%

4. Preventive maintenance vs. repair maintenance: 70 – 100%

5. No work order backlog.

6. Breakdown maintenance is rare and limited to vandalism and abuse repairs.

7. Illumination is bright, clean, attractive, and fully functional.

8. Interior finishes and fixtures are like new.

9. Maintenance staff is trained and fully utilized.

10. Windows, doors, trim, exterior walls, roof, and finishes are like new.

11. HVAC systems are “state of the art,” always fully functional and properly calibrated, and provide total occupant comfort in all parts of the building in accordance with existing temperature guidelines.

12. Tech manuals, as-builts, O&M plans plus other helpful documents are present for use by the FM team.

13. All building codes are met.

14. Sustainability plans are in place and being implemented.

15. FM systems (PM, work order reception, work plans, others) fully used.

*Customer perception of service and facility condition: Pride.

ATTACHMENT D

Parks and Recreation

Building Maintenance Plan

The **Plan** is intended to provide guidance and understanding of the department system in addressing the buildings needs to establish a safe and functional facility to its staff, users, and the community. Each **Building Supervisor** is responsible for the general routine operations and custodial maintenance of their building. Using the Inspection checklists contained in this manual, starting on page 32 and ending on page 144, building and maintenance staff will conduct daily through annual inspections to identify issues with each building and the assets contained within. The following types of building maintenance task or repairs can be addressed by the building staff, when it is within a safe reach, requires minimal training and no supervision is needed:

- Minor damage to doors, drywall and other wall surfaces (scratches, dents, picture frame holes, etc.)
- Minor painting to exterior and interior walls, ceiling, doors, etc.
- Damaged or badly stained ceiling tiles and grids
- Burnt light bulbs in fixtures (as needed)
- Damaged light diffusers or globes
- Missing or damaged exit signs, door signs, etc. (non-electrical)
- Adjustment of door hardware such as hinges, door vents, cabinet doors, door closers, knobs, etc. on interior/exterior doors
- Loose handrails, toilet partitions, and closet/bathroom accessories
- Minor plumbing problems such as clogged drains/toilets/sinks or leaking fixtures
- Filter replacements on heating and air conditioning units, water lines, appliances, vent hoods, etc. and adjustments (thermostat controls)
- Damaged outlet covers for lights switches, receptacle and other wall outlets
- Trimmed circuit breakers
- Temporary securing cracked window glass, door and mirrors
- Visual inspections of building components systems (fire, security, heating, air conditioning, plumbing, mechanical rooms, etc.)

If any of these items are unable to be addressed then submit a work request at **http://pardmaint/webrequest/** or for immediate attention call **Dispatch** at **974-9500** during normal operating hours 7 am till 4 pm Monday through Friday except holidays. For after-hours, weekend, or holidays if an emergency, call **City Services** at **311** (be sure you state your name, the facility, a contact phone number and what the emergency is).

ATTACHMENT D

The Building Supervisor shall conduct every day an inspection of the building for the purpose of identifying problems which may require correction and submit necessary work request. This will be done primarily as a safety inspection for those using the building.

We are expected and encouraged to work closely together to minimize unnecessary damage and associated maintenance and repair costs. Any maintenance or repairs issues should go through Facility Services for review and recommendations.

Depending on the nature and severity of the maintenance to correct a problem, the building may require service from an outside contractor or other agencies to address. At no time, the Building Supervisor is to contact with an outside agency without prior approval from their program manager and proper purchase procedures are followed.

Unscheduled Maintenance/Repairs: Work Request will be submitted for any maintenance or repairs which are needed to the building. All requests will be address or inspected based on the priority of the request.

Emergency Repair: An emergency repair refers to building problems that present an immediate risk to the contents, and/or safety and security of the patrons. Emergency repair situations include, but are not limited to, running water/floods, loss of building heat, electricity, failure of exterior door security hardware and **must be reported immediately through Dispatch or after hours the 311 Call Center**, then followed by a *work order request*.

Building Maintenance Program: Facility Services will perform the following preventive maintenance, monitoring and tasks:

- Conduct a periodical building inspection
- Maintenance of filters during the year which are difficult to access
- Monthly monitoring of building mechanical room(s)
- Routine maintenance and inspections of electrical, plumbing and HVAC systems throughout the building
- Required State or Local inspections (back flow devices, boilers, elevators etc.)

ATTACHMENT D

Long-term Maintenance: Maintenance work or repairs to major building systems will be addressed by Facility Services. The work tasks include, but are not limited to requests for exterior painting, major masonry, structural or foundation repairs, replacement of roofs, floor covering, mechanical room equipment, and other major building systems and components Facility Services is responsible to request funding of any long-term maintenance item or replacement of major systems (i.e. hot water heaters, HVAC units, new floors, etc.) to Planning. All annual routing maintenance expenditures should be encumbered within the building's funding unit.

Annual Maintenance: There should be a thorough annual maintenance to remove all trash, discarded personal belongings, food and unnecessary items from all rooms and areas of the building, a *Spring Cleaning* objective. This can be met more efficiently if the building is closed down for a period of time to reach the objective. Facility Services will lend support in addressing any maintenance or repair issues within the allotted time frame. A meeting will need to plan prior to the closure with sufficient time to plan and coordinate the annual maintenance.

Interior Painting: Building Supervisor may choose to paint interior room(s). This will be done at the expense of the building program. Building Supervisor shall not paint any surfaces without review from Facility Services, which will insure proper equipment and products are used, and the asbestos/lead paint form submitted and process for approval.

Exterior Painting: All exterior repainting will be accomplished by Facility Services as needed. Building Site Supervisor is prohibited from independently performing any exterior surface preparation or repainting. This will be done at the expense of Facility Services.

Signs: Building Supervisor is responsible to ensure all signs meet the Parks and Recreation standards. Any request for repair or new sign installation should be submitted by work request for review.

Trash Containers: The Building Supervisor is to provide approved trash containers in hallways, lounges, kitchens, restrooms, living rooms, and other public areas. For fire safety reasons, trash containers are prohibited in stairwells. This prohibition also applies to entry/foyer areas and stairwell landings that are not physically separated from the building stairwell.

ATTACHMENT D

Pest Control: The Building Supervisor is responsible for any routine or preventive pest and termite treatments of the building. The request emergency pest control service which includes, but is not limited to, removal of birds, bats, and squirrels from interior spaces, removal of stinging insect nests, and control of infestations, call Dispatch at 974-9500 or after hours Call Center 311.

Housekeeping: The Building Supervisor is responsible for insuring that the restrooms, kitchens, corridors, and other public areas are maintained on a daily basis in a clean and sanitary condition. The following services shall be addressed:

- **Trash Removal:** General cleaning of the common areas, including the emptying of trash containers, will occur on a daily basis.
- **Floor Maintenance:** Vinyl, wood carpet, and/or tile floors will be swept, mopped, or vacuumed as scheduled. Floors stripped and refinished (wax) and carpets deep cleaned periodically.
- **Yard Maintenance:** Sidewalks, entries will be swept once per week, and landscape areas will be clean. Requests for other aesthetic yard work can be made through the Area District Supervisor.
- **General:** Windows will be thoroughly cleaned and upholstery will be cleaned periodically.
- **Housekeeping Equipment/Supply:** Maintain all equipment in good working order and provide cleaning supplies in a storage closet for use in maintain the building. All cleaning supplies must meet the City's Green Initiative list. Storage closet shall be well organized and neat.
- **Housekeeping Schedule and Responsibility:** To assist in maintaining an acceptable level of housekeeping, perform the following general tasks each week:

    - Damp mopping of all common areas, including restrooms, kitchens corridors, rooms, stairwells, and halls.
    - Spot cleaning vacuuming of all public area carpet.
    - Spot cleaning of all public area wall surfaces.
    - Cleaning and disinfecting of restroom surfaces and fixtures to include showers, toilets, sinks, toilet partitions, plumbing fixtures, and floor surfaces.
    - Removal of all trash from the facility
    - Provide restroom sundries, (toilet paper as needed)
    - Polishing floors

A specific list of tasks should be posted on the Building Supervisor's office. It is the responsibility of the B/G Assistant to ensure the tasks are completed daily. The Building Supervisor should inspect at the end of the day to verify the work has been completed. If work hasn't been completed to a satisfactory level, address the issue with the staff.

Voice and Data Services: Repairs shall be requested directly through *CTM Help Desk* email. Requests for new phone service, voice or data service should be coordinated through Facility Services and Program Manager. CTM provides the following services:

- Computer issues
- Telephone repairs
- Access to long distance
- Voice mail
- Network printer repairs

The Building program will be responsible for paying for additional services. Including having any modification or repairs associated with the service.

The telephone, data and cable wiring and equipment in the building is the property of the City of Austin and may not be moved or altered in any way without permission from CTM. If a service technician is needed on premises to repair an abused telephone or wiring, charges will be to the building Program.

Cable Television: Building Supervisor may add new service or extending their existing service must first request and receive approval from Program Manager. All new or added cable TV service wiring must be fully concealed and all wall and floor penetrations properly sealed with approved fire stopping material. The use or installation of any exposed or surface mounted wiring is prohibited. Coordinate with Facility Services.

Mechanical and Electrical Rooms: Each building is equipped with a separate mechanical and/r electrical room(s). Access to these areas is restricted to only City of Austin personnel, authorized service technician or the fire marshal. For fire safety reasons and to ensure maintenance personnel have clear access to the equipment within the rooms, Building Supervisor is prohibited from storing materials in these areas. Proper signage for this room must be present at all times.

Keys and Locks: Facility Services can install keys and locks for building at Building Supervisor's request and expense. The Building Supervisor is responsible for providing keys to Facility Services on individual locks for maintenance access. It is essential that the Fire Department have access to the building in case of an emergency. Coordinate

with building's fire station. All locking hardware related maintenance problems should be reported to Facility Services. In addition, the Building Supervisor is responsible for maintaining a system for lock-outs; distribution and possession of all keys for each lock and be readily accessible. If the Building Supervisor is not available, the building staff must be able to secure the keys when needed. If unable to open the lock Facility Services should be contacted. If an emergency, contact the Fire Department.

Security: It is essential that each night prior to going home all exterior doors and windows are locked. Doors and windows should never remain propped open for any length of time. If an item has been damaged or stolen, contact the Police Department immediately to file a report and complete an incident report for the Program Manager.

Fire and Weather Related Damage: All City of Austin owned facilities are covered under a general insurance policy which may provide reimbursement above deductible ($50,000) for repair and replacement of building components damaged by fire, lighting, or severe weather (ice, wind, rain including furniture and other property purchased and owned by the City of Austin. Any property belonging to individuals are not covered under this policy. In the event of this type of damage, the Building Supervisor must take note of all damages incurred and notify Facility Services immediately to begin the necessary inspections, securing and coordinating repairs and initiate processing of the insurance claim.

Fire Alarm System: The Building Supervisor is responsible for fire extinguishers are in place and annually inspected. Smoke alarms are checked periodically and batteries replaced during Daylight Savings time changes. Any fire suppression or fire sprinkler system inspected as required. Securing any service for fire alarm monitoring and ensuring the fire alarm control system is inspected as required and visually inspected daily to ensure monitor is operating and ensure the contact telephone number are current and reachable at all times.

Security Alarms Monitoring: The Building Supervisor is responsible for securing any service for security alarm monitoring and ensuring the alarm control system is inspected as periodically and visually inspected daily to ensure monitor is operating. Ensure the contact telephone numbers are current and reachable at all times.

Projects: The Building Supervisor shall review any potential interior and exterior project to the building with your program manager. This would include requests to re-carpet or

repaint rooms and built-in furniture. Any additions or repairs to the building shall not be permitted without prior approval. For approval, Facility Services will review the requests and ensure that the materials intended for use are of acceptable type and quality and maintain needed levels of product/equipment regularity, as well as meeting applicable department construction standards, building codes and city permits. When the work is completed, Facility Services will inspect the work to ensure standards were met.

Improvement Projects: As noted above, Building Site Supervisor may request approval to have specific volunteers complete minor building improvements. This could include, but is not limited to, projects such as painting of a public area room, installation of additional shelving, and painting or anchoring of an insignia on an interior wall, landscaping. Requests to perform this type of project should be reviewed by Facility Services for recommendations. In order to proceed on any volunteer improvement projects, Building Supervisor shall follow the *Adopt a Park* program and review by the Program Manager. Division Manager is responsible for approving the project. (Protocol for approving and completing the work is outlined on the program)

Furniture/Appliances/Equipment: Building Site Supervisor may purchase furniture, appliances and equipment with Program Manager approval. Furniture, appliance and equipment must meet the department standards and shall remain in acceptable condition and serviceable. All necessary repair work shall be the Building Supervisor's responsibility. The Building Program will be held responsible for any damage done to furniture, appliance and equipment for replacement or repair. It is the Building Supervisor's responsibility to maintain an inventory of all furniture, appliance and equipment for the building. Hallways, stairwells, and fire escapes shall remain free of furniture at all times. Do not leave any furniture/equipment outside the building overnight. Facility Services may assist in hauling, installing, dismantling or removing any furniture or equipment.

Operational Expectations: For maintenance, fire safety and other reasons, the following items or activities are prohibited unless authorized by Facility Services:

- Use of fireplaces.
- Leaving furniture/equipment outside unsecured.
- Storage of combustible materials such as gasoline, kerosene, etc. without an approved storage cabinet.
- Storage of gas powered equipment
- Storage of bicycles within the building's interior.
- Pets except *Seeing-Eye* dogs (other than fish in tanks of 20 gallons or smaller).

- Candles, firearms or fireworks.
- Installation of additional locks and security chains on doors or closets.
- Temporary storage buildings.
- Parking on grass or sidewalk
- Removal of doors, including closet doors
- Wallpapering, or paneling on wall surfaces
- Use of the fire escape corridors for reasons other than emergency exits
- Materials stored in view from the street
- Materials stored in mechanical rooms
- Blocking access to electrical panels, valves, etc.
- Use of the roof or attic space for any reason (storage, patio)
- Unnecessary use of fire extinguishers

Energy Conservation: Building Supervisor will be responsible for maintaining a standard procedure for energy efficiency management for their specific building and its equipment in accordance with the guidelines provided by the *PARD Energy Conservation Management Policy* and any other possible means of increasing the level of efficiency with which energy resources are used. Prepare and provide an Energy Efficiency inspection report of the building every quarter and submit to Facility Services. (*See Energy Conservation Policy and Procedures*)

Accreditation: Building Supervisor will be responsible for maintaining a standard procedure to maintain all records for permits, certifications, report and plans. All revised plans, reports and any renewals of certifications, permits must be submitted to Facility Services for the Accreditation Office at the beginning of each year.

The following items will be paid for through the Building fund:

- Utilities, including gas, electricity and water
- Electrical repairs
- Heating and air conditioning repairs, filter replacement
- Housekeeping services
- Routine maintenance
- Telephone services
- Grounds, including all landscaping
- Security and fire alarms and monitoring of
- Appliance purchases and repairs
- Pest and termite exterminations

ATTACHMENT D

Events: The responsibility of any event or reservation in the building will belong to the Building Supervisor and will ensure the activity is carried out in an orderly manner to ensure the building is maintained appropriately after the activity. All requests for Event Support equipment and/or services from Facility Services must submit a work request. If unavailable call dispatch. Equipment is available on a first come, first serve basis.

(See Event Support Standard Procedures)

Building Inspections: PARD Safety Officer will inspect the building safety systems periodically to ensure it is working correctly. The primary purpose of this inspection shall be to ensure all safety codes are being followed correctly for both building and staff. Additionally, the Fire Department shall perform an annual inspection of the building for fire-related City codes.

Facility Services and Building Supervisor shall conduct a routine inspection of the building periodically. The inspection shall be scheduled to monitor compliance with the expectations and requirements found within this document and review the Maintenance Plan of the building. Maintenance issues identified through the tour will be identified Facility Services and addressed accordingly. Facility Services will submit a report of inspection, commenting on the state of the facility, work order status and improvements that need to be made prior to the next inspection. The report will be forwarded to program and division managers involved.

Daily

Custodial - ALL AREAS

(Includes offices, conference rooms, classrooms, restrooms, lobbies, corridors, stairwells, entry ways, breezeways, elevators)

_____**Lights**

_____ Turn on lights

_____ Change lights that are burned out, flickering, or hazardous

_____ Tag lights that are broken and submit a work order request

_____**Thrash Receptacles**

_____ Empty trash receptacles, and.

_____ replace liner (if soiled)

_____ wash receptacles (as needed)

_____ Dispose of all trash

_____ Empty recycling containers

_____**Floors**

_____Sweep floors, removing debris from behind doors, in corners, and around furniture.

_____Vacuum carpets/floors, removing debris from behind doors, in corners, and around furniture.

_____ Spot mop floors/spot clean carpet, removing spills/stains.

_____Vacuum all elevator tracks.

_____**Furniture**

_____ Remove graffiti from desks, tables, walls, doors, restroom partitions

Daily

Custodial

RESTROOMS

_____ **Full-Scale Cleaning**

_____ Disinfect wash basins, urinals, commodes including: Exterior surfaces, faucets and piping under basins with disinfectant cleaner. Check faucets for dripping, as well as drain flow.

_____Trash receptacle and dispensers

_____ Clean washbasins

_____ Sweep & Mop floors with disinfectant solution and hot water

_____ Damp wipe doors, walls & partitions.

_____ Clean mirrors and bright metal surfaces.

_____ Service all dispensers, including sanitary napkins/tampon vending machines.

_____Replenish paper and soap supplies

_____**Other**

Daily

Custodial

ENTRY WAYS, BREEZE WAYS, LOBBIES, CORRIDORS AND STAIRWELLS

_____ **Full-Scale Cleaning**

_____ Clean drinking fountains

_____ Remove outdated pamphlets, circulars, flyers, etc., from walls & glass surfaces

_____ Sweep and spot mop interior stairs and landings.

_____ Sweep building entrances, remove dust tags, spider webs from walls, ceiling, corners

_____ Vacuum entry mats and exchange as required

_____ Clean entry glass doors and walls

_____**Gym**

_____ Perform dry mopping of floors one time per day and prior to, as well as, following all events

_____ Clean bleachers and grandstand areas after use and as needed

_____ Prepare floor surfaces with proven finishes, waxes, and approved cleaners

_____**Other**

_____**Clean and maintain all custodial and maintenance closets**

_____**Close windows, lock doors and make sure all lights and appliances are turned off**

_____**Activate alarm at some locations when finished**

Weekly

Custodial

ALL AREAS

(includes offices, conference rooms, classrooms, restrooms, lobbies, corridors, stairwells, entry ways, breezeways, elevators)

_____**General Cleaning**

_____Thoroughly dust & clean (if cleared) flat surfaces, desks and tables.

_____ Clean or dust bookshelves or books

_____ Clean or dust computers, printers and telephones, natural or artificial plants

_____ Water natural plants

_____Damp mop all hard surface floors including hallways, interior stairs, landings, breezeways

_____Spot wash walls and doors, clean around light switches as needed

_____Clean wash basins and utility sinks

_____Restroom

_____Spray clean walls, stalls, fixtures, and scrub restroom floors

_____LOBBIES, CORRIDORS AND STAIRWELLS

_____Buff corridor floors using floor restorer with a high-speed floor machine

_____Dust & Clean handrails, metal railings, fire extinguishers

_____**Other**

Biweekly

Automatic Gates/Doors

Automatic entry gates and doors to and from grounds and buildings should be inspected biweekly, as they are critical points of vehicular and pedestrian security and safety. Routine maintenance is the best method to ensure operational integrity.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

Automatic vehicular gates

_____Binding integrity

_____Part conditions

_____Hinge and bracket conditions

_____Security

_____Stability

_____Lubrication of wheels and pulleys

_____Track alignment

_____Security of fence fabric

_____Motors

- _____Cleanliness
- _____Lubrication
- _____Stability
- _____Structural integrity
- _____Shaft conditions
- _____Bearing conditions
- _____Overload and other relay conditions
- _____Circuit breaker conditions
- _____Chain and/or belt conditions

_____Overall condition

Automatic doors for ADA-compliant entrance or overhead doors (e.g., shipping, receiving)

_____Nut, bolt, and fastener conditions

_____Operating devices (motors), pneumatic powering

_____Cleanliness

_____Lubrication

_____Stability

_____Structural integrity

_____Shaft conditions

_____Bearing conditions

_____Overload and other relay conditions

_____Circuit breaker conditions

_____Overall appearance for damage or vandalism

_____Overall operation

_____Weatherproofing/caulking condition

_____Lubrication of guides, hinges, and locks

_____Roller alignment

_____Glazing integrity

_____Hinge conditions

_____Lock conditions and security

_____Alignment

_____Plumb

_____Building settlement

_____Straightness of guides

_____Overall condition for deficiencies such as water intrusion and corrosion

_____**Other**

ATTACHMENT D

Deficiency Report: Automatic Gates/Doors
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____Automatic vehicular gates
_____Automatic doors for ADA-compliant entrance or overhead doors
_____Other

Notes:

Biweekly

Lighting: Exterior and Interior

Facilities have substantial liability in the area of lighting, as it is a crucial element in the provision of safety and security. All lighting systems should be inspected biweekly, and extreme care must be taken to identify and correct deficiencies.

This PM checklist should be applied to the following lighting systems:

- Building exterior
- Pedestrian
- Parking area
- Field and sports areas
- Landscape
- Building interior (classrooms, common areas, offices, hallways, exits, etc.)
- Emergency

Various fixture and lamp types may be used according to area needs, including fluorescent, incandescent, high intensity discharge (HID), mercury vapor, metal halide and arcs, or high pressure sodium (HPS).

Lighting systems are designed to provide maximum illumination at minimal energy expenditures. Lighting maintenance processes should include a general awareness of factors that cause malfunctions in lighting systems, such as dirt accumulation and lumen depreciation. It is important to fully wash, rather than dry-wipe, exterior surfaces to reclaim light and prevent further deterioration. Illumination should be maintained according to the Illuminating Engineering Society's recommended levels. *Note: Replacement of flickering or burned out bulbs or lamps must be immediate.*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Cleanliness**

_____**Voltage consistency**

_____**Glassware conditions**

_____**Diffusing louver conditions**

_____**Counter reflector conditions**

_____**Fixture support conditions**

_____**Stanchion conditions**

_____**Luminary conditions**

_____**Wire conditions**

_____**Ballast conditions**

_____**Timers/sensors function (make seasonal adjustments)**

_____**Junction box and cover conditions**

_____**Switch conditions**

_____**Outlet and cord conditions (if applicable)**

_____**Protective caging conditions (if applicable)**

_____**Overall condition for deficiencies such as arcing, wire exposure, unauthorized connections, and moisture problems**

_____**Other**

Deficiency Report: Lighting

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Cleanliness**

_____**Voltage**

_____**Glassware**

_____**Diffusing louvers**

_____**Counter reflectors**

_____**Fixture supports**

_____**Stanchions**

_____**Luminary**

_____**Wires**

_____**Ballasts**

_____**Timers/sensors**

_____**Junction boxes and covers**

_____**Switches**

_____**Outlets and cords**

_____**Protective caging**

_____**Overall condition**

_____**Other**

Notes:

Biweekly

Security Systems

Security has become a center of attention nationwide. Biweekly preventive maintenance of security systems is critical for occupant safety. Due to the technical nature of most security systems and services, it is recommended that security components be serviced by independent contractors. However, maintenance personnel should monitor contractors' work. *(See also corresponding checklists for **Automatic Gates**, **Doors and Windows**, **Alarm Systems**, and **Lighting**.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Beepers**

_____Charge

_____Battery efficiency

_____Function

_____Possession by authorized users

_____Overall condition

_____**Walkie-talkies**

_____Charge

_____Battery efficiency

_____Function

_____Possession by authorized users

_____Overall condition

_____**Beeper and walkie-talkie chargers**

_____Function

_____Battery efficiency

_____Battery and/or reserve unit supply

_____Overall condition

_____**Metal detectors**

_____Function

_____Service schedule by appropriate servicing agent for timeliness

_____Power source stability and continuity

_____Overall condition

_____**Surveillance and digital cameras/monitors**

_____Function

_____Fixture integrity

_____Mounting condition/stability

_____Location accuracy

_____General console condition

_____Power source continuity

_____Overall condition

_____**Telephone/paging system (including assigned cell phones)**

_____Function

_____Console condition

_____Contractor service schedule for timeliness

_____Distribution system

_____Speaker function

_____Overall condition

_____**Breathalyzer**

_____Function

_____Calibration

_____Overall condition

_____**Doors or access areas locked with chains or padlocks**

_____Operation

_____Security

_____Stability

_____Hardware conditions

_____Overall condition

_____**Other**

Deficiency Report: Security Systems
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.
_____**Beepers**
_____**Walkie-talkies**
_____**Chargers**
_____**Metal detectors**
_____**Surveillance and digital cameras/monitors**
_____**Telephone/paging system**
_____**Breathalyzer**
_____**Doors or access areas locked with chains or padlocks**
_____**Other**

Notes:

Biweekly Special Requirements

This space is provided to list additional equipment, systems, and materials that are not covered within the preceding checklists, but should be inspected biweekly. List the information about the equipment and its components to be inspected. Initial and date each when the item has been inspected and any necessary PM tasks have been performed.

_____

_____

_____

ATTACHMENT D

_____

Monthly

Custodial Service

ALL AREAS

(includes offices, conference rooms, classrooms, restrooms, lobbies, corridors, stairwells, entry ways, breezeways, elevators)

_____**General Cleaning**

_____ Dust all interior surfaces below & above 6 feet and ceiling areas for cobwebs, etc.

_____ Wash interior windows as time permits (minimal 1x per year)

_____ Clean air grills and vents and dust Venetians blinds and window sills

_____ Flush eyewashes, flush safety showers, check fire extinguishers and note on tag

_____LOBBIES, CORRIDORS AND STAIRWELLS, ENTRY WAYS AND BREEZE WAYS

_____Apply a coat of floor finish and buff hard surfaces (lobbies & corridors)

_____Bonnet-shampoo carpeted areas

_____Wash down floors, exterior stairs and landings

_____**Other**

Monthly

Alarm Systems

The following checklist covers automated smoke and burglar alarm systems throughout the facility. PM consists of validating that all equipment is present and functional on a monthly basis. Only certified professionals should affect repairs or routine maintenance procedures to alarm systems. Maintenance staff should accompany professionals during statutory inspections.

According to The National Fire Protection Association, buildings must have a properly maintained egress system that includes panic hardware for releasing door latches, rescue and ventilation windows, emergency lighting, and other features. The NFPA *Life Safety Code*® also mandates that buildings be equipped with a fire alarm system that is regularly maintained according to the requirements of NFPA 72, *National Fire Alarm Code*®, and NFPA 70, *National Electric Code*®. *(PM for smoke alarms that are not part of the automated system can be found under the "Semiannual" section of the book.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Smoke: individual units (room/ceiling-mounted)**

_____Operation

Procedure: Use UL-approved smoke alarm tester in aerosol can. One spray will activate both photo electric and ionization detectors.

_____Battery efficiency

_____Hard wire connections

_____Housing condition

_____Overall condition

_____**Smoke: central system**

Note: Before performing this check, call the local fire station to notify them that a test will take place. Be sure to call the station after the test to let them know it is complete. Individual systems vary. This procedure may need to be adapted. Follow manufacturer's instructions at all times.

_____Operation

Procedure: Press and hold the test switch or smoke detector. The alarm should sound, and the fire light on the panel should illuminate. Allow the system to remain on for 1-2 minutes, then use the disarm code.

_____**Burglar, generic system**

Note: Many systems are self-tested on a daily basis. Normally if one fails, a trouble light will go on. However, the burglar alarm process is similar to the central smoke alarm testing process, and the same procedure should be followed to ensure that the system is in operation. Manufacturer's

instructions should be followed at all times.

_____**Other**

Deficiency Report: Alarm Systems

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Smoke: individual units** (room/ceiling-mounted)

_____**Smoke: central system**

_____**Burglar, generic system**

_____**Other**

Notes:

Monthly

Fire Alarm Water Flow Testing

The fire alarm water system should comply with the tenets of the National Fire Protection Association (NFPA) *Fire Protection Handbook* (NFPA 72, *National Fire Alarm Code*®). While other regulatory agencies suggest that the system be maintained quarterly with semiannual inspections of the flow process, given the life and property saving components of the system, it is recommended that the following tasks be performed monthly within a building.

PM in this area consists of validating that all equipment is present and functional on a monthly basis. Only certified professionals should affect repairs or routine maintenance procedures to alarm systems. The maintenance supervisor should work with the fire/safety coordinator to ensure compliance with NFPA Standards 13 (Alarms), 72 (Fire Sprinkler Systems), and any other relevant requirements. Additional requirements may materialize due to changes in federal, state, and municipal laws. Maintenance personnel must be familiar with current statutes that apply to their specific geographic location.

The National Fire Protection Association can be contacted at:

National Fire Protection Association
One Batterymarch Park
Quincy, MA 02269-9109
Phone: 1-800-344-3555
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Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire department connection**

_____Inlet cap conditions

_____Couplet conditions

_____Gasket conditions

_____Clipper valve conditions

_____**Control valve conditions**

_____**Riser conditions**

_____**Gauge conditions**

_____System pressure

_____Supply pressure

_____**Sprinkler conditions and performance**

_____**Gravity condition and function**

_____**Suction tank condition and function**

_____**Reservoir supply**

_____**Pressure tank supply**

_____**Overall condition for signs of obstructions**

_____**Other**

Deficiency Report: Fire Alarm Water Flow Testing

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire department connection**

_____**Control valves**

_____**Risers**

_____**Gauges**

_____**Sprinklers**

_____**Gravity**

_____**Suction tank**
_____**Reservoir**
_____**Pressure tank**
_____**Overall condition**
_____**Other**

Notes:

Monthly

Doors and Windows

Almost all areas of facilities contain doors and windows. Windows can range from small door panes, to large, full-wall windows. Doors can be single- or double-hung and can incorporate a range of materials such as wood, steel, aluminum, or rubber. Panes in both windows and doors may be composed of reinforced glass or other materials such as fiberglass or acrylic plastics. Accidental mishandling and vandalism can cause damage such as broken panes or unstable frames, which can threaten life safety. Monthly PM includes inspection and repair of such problems. Weather sealing materials, insulation, and pane thickness can impact energy usage. Inspections should include weather stripping and integrity of the window trim materials. *(The **Alarm Systems** checklist may be applicable to some door and window setups. This checklist should be applied to all areas that have windows and doors, including: **Business Offices**, **Kitchen and Dining Areas**, **Restrooms**, **Classrooms**, **Library**, **Auditorium**, **Gymnasium**, and **Locker Rooms**.)*

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_____**Windows**

_____Pane conditions

_____Screen conditions

_____Storm window conditions

_____Lock operation

_____Frame alignment and conditions

_____Security

_____Weather sealing condition

_____Paint or surface conditions

_____Blind function and conditions

_____Hardware conditions and lubrication

_____Overall condition

_____**Doors and hardware**

_____Automatic closure operation

_____Lock operation

_____Hardware conditions and lubrication

_____Weather sealing condition

_____Paint or surface conditions

_____Frame alignment and conditions

_____Door stop placement and stability

_____Alarm system operation

_____Overall condition

_____**Other**

Deficiency Report: Doors and Windows
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Windows**

_____**Doors and hardware**

_____**Other**

Notes:

Monthly

Gas Connections

The following check should be performed monthly for all gas connections and main valves throughout the facility. The gas company should be contacted if:

- There is an odor of gas anywhere at any time, or
- Valves cannot be turned off or appear to be rusted or damaged, or
- For minor repairs if maintenance personnel do not have adequate training or tools.

When gas is detected by odor, building occupants should immediately evacuate, and the gas company and fire department should be contacted. *(See also **Kitchen and Dining Areas** and **Classrooms** checklists.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Check each box when the item has been inspected and any necessary PM tasks have been performed.

_____**Possible undetected leakage: Visually check – *Do not open and close valves***

_____Operation

Procedure: Perform a bubble test with soap and water, or use a handheld combustible gas detector (of professional quality).

_____**Other**

Deficiency Report: Gas Connections

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Possible undetected leakage**

_____**Other**

Notes:

Monthly

Restrooms

The following checklist should be applied monthly to all restrooms within the facility. *(PM for general features such as **Lighting**, **Alarms Systems**, **Fire Extinguishers**, **Doors and Windows**, and **HVAC Systems** also applies to this area. Refer to the corresponding checklists. See also the **Locker Room** checklist for shower components.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each box when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of paper/flammable materials away from heat sources

_____Accessible route

_____Visible exit

_____**ADA accessibility**

_____Accessible toilet stalls with wheelchair turning radius

_____Accessible sinks

_____Accessible mirror

_____Hand rail stability and condition

_____Special features function such as “help” mechanisms and automated systems

_____Overall condition

_____**Plumbing**

_____Component conditions for deficiencies such as leakage, corrosion, and failure potential

_____**Sinks and hardware**

_____Faucet function and hardware conditions

_____Drain function

_____Water flow/pressure

_____Overall condition

_____**Urinals**

_____Water flow/pressure

_____Cap and part conditions

_____Overall condition

_____**Toilets**

_____Water flow/pressure

_____Cap and part conditions

_____Seat support conditions

_____Overall condition

_____**Doors**

_____Security

_____Lock function

_____Overall condition

_____**Dispenser operation and conditions (soap, paper towels, etc.)**

_____**Partitions**

_____Stability

_____Surface conditions for deficiencies such as sharp or worn areas or vandalism

_____Part conditions

_____Security

_____Overall condition

_____**Trash receptacles**

_____Sanitation conditions

_____Stability

_____Overall condition

_____**Mirrors**

_____Cleanliness

_____Overall condition for deficiencies such as cracks, sharp edges, or vandalism

_____**Overall cleanliness**

_____**Overall privacy**

_____**Overall appearance for damage and vandalism such as graffiti**

_____**Fire extinguishers (See also annual inspection of Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Restrooms

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**
_____**ADA accessibility**
_____**Plumbing**
_____**Sinks and hardware**
_____**Urinals**
_____**Toilets**
_____**Doors**
_____**Dispensers**
_____**Partitions**
_____**Trash receptacles**
_____**Mirrors**
_____**Overall cleanliness**
_____**Overall privacy**
_____**Overall appearance**

_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Business Offices

The following monthly checklist is for the special features of business offices. *(Preventive maintenance for general features including **Lighting**, **Alarm Systems**, **Fire Extinguishers**, **Doors and Windows**, and **HVAC Systems** also applies to this area. Refer to the corresponding checklists.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of paper/flammable materials away from heat sources

_____Accessible route

_____Visible exit

_____**Emergency control panels**

_____Operation

_____Part conditions

_____Overall condition

_____**Floor condition for deficiencies such as excessive wear, tears, stains, and tripping hazards**

_____**Walls/ceiling condition**

_____**Furniture: desks, chairs, tables, and shelves**

_____Stability

_____Surface conditions for deficiencies such as sharp or rough edges or protruding hardware

_____Lubrication of hardware

_____Overall condition

_____**File cabinets**

_____Stability

_____Lock function

_____Overall condition

_____**Stationary partitions**

_____Stability

_____Surface conditions for deficiencies such as sharp or worn areas and vandalism

_____Overall condition

_____**PA system**

_____Operation

_____Overall condition

_____**Alarm system for student records (if applicable)**

_____Operation

_____Power source stability and continuity

_____Overall condition

_____**Fire extinguishers (See also annual inspection of Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Business Offices

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**

_____**Emergency control panels**

_____**Floors**
_____**Walls/ceiling**
_____**Furniture**
_____**File cabinets**
_____**Partitions**
_____**PA system**
_____**Alarm system for student records**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Kitchen and Dining Areas

Kitchens and dining areas contain many pieces of equipment that can jeopardize life safety if preventive maintenance is neglected. The following monthly checklist includes common cooking equipment and dining furniture. *(Preventive maintenance for general features including **Lighting**, **Alarm Systems**, **Fire Extinguishers**, **Doors and Windows**, and **HVAC Systems** also applies to this area. Refer to the corresponding checklists.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of paper/flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____**Equipment**

Note: When checking kitchen equipment, first consult operating or area personnel for any deficiencies. For each item, check overall condition, switches, timers, piping and valves for leaks, wiring, pilots, doors, gaskets, and belts, where applicable. Always follow manufacturers' guidelines.

_____Beverage dispenser

_____Broiler

_____Cooker

_____Dishwasher

_____Drink cooler

_____Food slicer or chopper

_____Freezer

_____Fryer

_____Garbage disposal

_____Grill

_____Ice machine

_____Mixer

_____Oven

_____Refrigerator

_____Steamer

_____Toaster

_____**Gas connections (See Gas Connections checklist)**

_____**Floor condition for deficiencies such as excessive wear, stains, and tripping hazards**

_____**Exhaust system**

_____Hood function and condition

_____Grease trap function and condition

_____Filter condition

_____Exhaust duct condition

_____Fan function and condition

_____Supply duct condition (if applicable)

_____**Furniture: counters, tables, benches, and chairs**

_____Stability

_____Surface condition for deficiencies such as rough areas or protruding hardware

_____Overall condition

_____**Fire extinguishers (See also annual inspection of Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Kitchen and Dining Areas

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**

_____**Equipment**

_____**Gas connections**

_____**Floor**

_____**Exhaust system**

_____**Furniture**

_____**Fire extinguisher**

_____**Other**

Notes:

Monthly

Classrooms

Classrooms usage can vary and require special equipment, such as in laboratory or shop classrooms, their basic components are similar. Classrooms have, in recent years, grown to accommodate audiovisual, computer, and collaborative learning equipment. Many classrooms have moveable partitions to allow the room to be more functional. All of these elements create a need for more intensive maintenance and greater diligence during the monthly PM process.

Classrooms with special uses may have additional equipment that needs to be inspected and maintained. Examples include laboratory, art, wood and automotive shop, and culinary classrooms. Vocational-technical schools will have additional space and equipment requirements. Maintenance personnel should clarify preventive maintenance duties with instructors and administrators. Some equipment procedures may include a check of gas valve security, ventilation systems, and special storage areas in laboratories. Art classrooms may require inspections of kilns, pottery wheels, and easels, for example. Staff should check with administration regarding off-hours use of these areas and equipment, which may limit their availability for maintenance procedures. *(PM for **Gas Connections**, **Lighting**, **Alarm Systems**, **Fire Extinguishers**, **Doors and Windows**, and **HVAC Systems** also applies to classroom areas. Refer to the corresponding checklists.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____ **Fire safety**

_____Electrical outlet load

_____Positioning of paper/flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____**Furniture: desks, chairs, tables, and shelves**

_____Surface conditions for deficiencies such as excess wear, rough areas, or protruding hardware

_____Part conditions

_____Cleanliness

_____Stability

_____Overall condition

_____**Teaching module**

_____Task lighting condition

_____Lectern location and condition

_____Overall condition

_____**Blackboard/dry-erase board**

_____Mounting condition/stability

_____Overall appearance

_____Cleaning capability

_____Overall condition

_____**Audio/visual equipment**

_____Overhead equipment condition and stability

_____Housing condition

_____Electrical service condition

_____Part conditions

_____Screen operation and condition

_____Speaker system operation

_____Electrical cord and outlet conditions

_____Overall condition

_____**Computer system/modules**

_____Electrical integrity/surge protector conditions

_____Equipment condition

_____Cleanliness

_____Overall operation

_____Work station and member parts function

_____Overall condition

_____**Partitions**

_____Lubrication

_____Stability

_____Overall condition for deficiencies such as excessive wear, vandalism, improper function, or broken/missing parts

_____**Flooring**

_____Surface condition for deficiencies such as excessive wear, stains, tears, and tripping hazards

_____**Plumbing systems (if applicable)**

_____Sink conditions and drainage

_____Overall condition for deficiencies such as leaks, corrosion, or failure potential

_____**Timer function (if applicable)**

_____**Trash receptacles**

_____Location

_____Cleanliness

_____Overall condition

_____**Inter-class speaker system operation**

_____**Clock function**

_____**Closets/storage areas**

_____Door/lock operation

_____Appearance, interior and exterior

_____Overall condition for debris and safety hazards

_____**Wall map function and general condition**

_____**Panic button/security operation**

_____ **Fire extinguishers (See also annual inspection of Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Classrooms

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**
_____**Furniture**
_____**Teaching module**
_____**Blackboard/dry-erase board**
_____**Audio/visual equipment**
_____**Computer system/modules**
_____**Partitions**
_____**Flooring**
_____**Plumbing systems**
_____**Timer**
_____**Trash receptacles**
_____**Inter-class speaker system**
_____**Clock**
_____**Closets/storage areas**
_____**Wall maps**
_____**Panic button/security**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Library

A library/media center as a central information resource for students, faculty, and staff. In addition to books and periodicals, this area may house videotapes, cassettes, CDs, computers, closed circuit TV programming and production areas, cameras, and projection equipment. Monthly attention to its overall maintenance needs is critical. *(Preventive maintenance for general features including* ***Lighting****,* ***Alarm Systems****,* ***Fire Extinguishers****,* ***Doors and Windows****, and* ***HVAC Systems*** *also applies to this area. Refer to the corresponding checklists.)*

ATTACHMENT D

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of paper/flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____**Furniture: tables, chairs, and other seating**

_____Surface conditions for deficiencies such as rough areas, excess wear, or protruding hardware

_____Cleanliness

_____Stability

_____Part conditions

_____Overall condition

_____**Shelving**

_____Structural alignment

_____Overall appearance

_____Stability

_____Overall condition

_____**Bulletin board**

_____Mounting condition/stability

_____General appearance

_____Overall condition

_____**Audio/visual and micro-fiche equipment**

_____Housing condition

_____Electrical service condition

_____Part conditions

_____Screen function and condition

_____Speaker system operation

_____Electrical cord and outlet conditions

_____Overall condition

_____**Partitions**

_____Lubrication

_____Stability

_____Mechanical function, if operable

_____Overall condition for deficiencies such as excessive wear, vandalism, improper function, or broken/missing parts

_____**Floors**

_____Surface integrity

_____Overall condition for deficiencies such as excessive wear, stains, tears, and tripping hazards

_____**Signage (See also Signage checklist)**

_____Cleanliness

_____Visibility

_____General appearance

_____Message currency

_____Overall condition

_____**Walls/ceiling**

_____Structural integrity

_____Paint condition

_____Plaster/drywall condition

_____Molding condition

_____Overall condition

_____**Inter-class speaker system operation**

_____**Clock operation**

_____**Closets/storage areas**

_____Door/lock operation

_____Appearance, interior and exterior

_____Overall condition for debris and safety hazards

_____**Wall map condition**

_____**Turnstiles**

_____Lubrication

_____Operation

_____Edge conditions

_____Integrity of member pieces

_____Overall condition

_____**File systems**

_____Overall function

_____Lubrication

_____Overall condition

_____**Librarian consoles (including desks, chairs, partitions, and counters)**

_____Operation

_____Surface condition for deficiencies such as excessive wear, rough areas, or protruding hardware

_____Part conditions

_____Overall condition

_____**Security system (See also Alarm Systems checklist)**

_____Overall operation

_____Speaker/communication system function

_____Hardware conditions

_____Cameras/video operation

_____Panic button operation

_____Alarm operation

_____Light operation and conditions

_____Overall condition

_____**Computer systems, modules**

_____Electrical integrity (including surge protectors)

_____Equipment completeness

_____Cleanliness

_____Operation

_____Work station function

_____Overall condition

_____**Fire extinguishers (See also annual inspection of Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Library

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**

_____**Furniture**

_____**Shelving**
_____**Bulletin board**
_____**Audio/visual and micro-fiche equipment**
_____**Partitions**
_____**Floors**
_____**Signage**
_____**Walls/ceiling**
_____**Inter-class speaker system**
_____**Clock**
_____**Closets/storage areas**
_____**Wall map**
_____**Turnstiles**
_____**File systems**
_____**Librarian consoles**
_____**Security System**
_____**Computer systems, modules**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Auditorium

Auditoriums are areas that service a great number of students, faculty, parents, and community members. Auditoriums must comply with ADA accessibility standards, including those for seating, sight lines, fire egress, and listening systems. These areas are often open for access both during and after hours, often late into the night. With such use comes wear and abuse. Monthly preventive maintenance serves a vital role in promoting and sustaining the life of this important school asset. *(Preventive maintenance for general features including* ***Lighting****,* ***Alarm Systems****,* ***Fire Extinguishers****,* ***Doors and Windows****, and* ***HVAC Systems*** *also applies to this area. Refer to the corresponding checklists.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of flammable materials away from heat sources

_____Accessible route

_____Evacuation plan visibility

_____**Seating**

_____Surface conditions for deficiencies such as tears, blemishes, and excessive wear

_____Track alignment

_____Lubrication of chair mechanisms

_____Stability

_____Overall integrity

_____Upholstery condition

_____Passageway clearance and markings

_____Folding arm conditions

_____Floor mounting conditions

_____Risers

- _____Overall condition for tripping hazards
- _____Lighting function and conditions
- _____Safety tread conditions
- _____Overall condition

_____**Message boards/marquees**

_____Stability of mountings

_____Overall appearance

_____Lighting condition

_____Cleanliness

_____Glass condition

_____Lettering condition

_____Overall condition

ATTACHMENT D

_____**Stage**

_____Overall condition for deficiencies such as excessive wear, stains, and tripping hazards

_____**Curtains/cyclorama**

_____Cleanliness

_____Alignment

_____Function

_____Pulley, weight, counterweight, and hoist conditions

_____Cable/rope conditions

_____Electrical connection conditions

_____Lubrication

_____General safety conditions

_____Current certifications from authorized agents

_____Overall condition for deficiencies such as tears, tripping hazards, and missing parts

_____**Costume rooms**

_____Cleanliness

_____Overall condition for deficiencies such as excessive wear and safety hazards

_____**Floor**

_____Surface condition for deficiencies such as excessive wear, stains, and tripping hazards

_____**Area lighting**

_____Bulb conditions

_____Switch conditions

_____Guard conditions

_____Fixture conditions and stability

_____Overall condition

_____**Stage lighting**

ATTACHMENT D

_____Overall operation

_____Cleanliness of lenses

_____Apparatus stability and movement per design

_____Dimmer circuit operation

_____Light circuit quantities and distribution

_____Electrical feed conditions

_____Control console operation

_____Patch panel operation

_____Transfer panel operation

_____Marquee lighting operation

_____Follow spot operation

_____Lighting fixtures cleanliness and operation

- _____Leko
- _____Frensel
- _____Ellipsoidal
- _____Parcan
- _____Scoop
- _____Floodlights
- _____**Striplight operation**

_____Connector strip conditions

_____Box boom conditions

_____Cove, beam, slot, and truss conditions

_____Control booth overall condition

_____Dimmer room overall condition

_____Boom, ladder, torm, and tormentor locations and conditions

_____Pipe, batten, and electric locations and operation

_____**Catwalks**

_____Overall structural stability

_____Railing stability

_____Walkway stability

_____Overall condition for deficiencies such as tripping hazards, impediments, and electrical contact

_____**Staging equipment**

_____Member integrity

_____Wheel conditions

_____Overall function as intended

_____Overall condition

_____**Sound system**

_____Operation

_____Part conditions

_____Overall condition

_____**Trash receptacles**

_____Location

_____Overall condition

_____**Walls/ceiling**

_____Paint condition

_____Plaster/drywall conditions

_____Acoustical material conditions

_____Overall condition

_____**Clock operation**

_____**Closets/storage areas**

_____Door/lock operation

_____Overall appearance, interior and exterior

_____Overall condition for debris and safety hazards

_____**Lobby/entrance area**

_____Accessibility

_____Overall condition

_____**Refreshment stand/area (if applicable)**

_____Cleanliness

_____Appliance operation and cleanliness

_____Utility connection conditions (check for gas leaks)

_____Table/chair conditions and stability

_____Roll top door operation

_____Floor conditions

_____Wall and ceiling conditions

_____Grease trap cleanliness

_____Vent cleanliness

_____Overall condition

_____**Signage (See also Signage checklist)**

_____Cleanliness

_____Currency of message

_____General appearance

_____Overall condition

_____**Emergency exit visibility and lighting conditions**

_____**Fire extinguishers (See also annual checklist for Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code (e.g. lighting/curtain areas)

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Auditorium

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**
_____**Seating**
_____**Message boards/marquees**
_____**Stage**
_____**Curtains/cyclorama**
_____**Costume rooms**
_____**Floor**
_____**Area lighting**
_____**Stage lighting**
_____**Catwalks**
_____**Staging equipment**
_____**Sound system**
_____**Trash receptacles**
_____**Walls/ceiling**
_____**Clock**
_____**Closets/storage areas**
_____**Lobby/entrance area**
_____**Refreshment stand/area**
_____**Signage**
_____**Emergency exit**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Gymnasium

The gymnasium is a multi-venue event center where heavy traffic can have a dramatic impact on the life expectancy of the equipment and area. The gym is usually a large complex that may accommodate basketball, gymnastics, volleyball, hand or racquetball, swimming, weight training, theatre art events, commencements, dances, and so forth. With such extreme use, monthly preventive maintenance is critical. *(Preventive maintenance for general features including* ***Lighting****,* ***Alarms Systems****,* ***Fire Extinguishers****,* ***Doors and Windows****, and* ***HVAC Systems*** *also applies to this area. Refer to the corresponding checklists. Also see* ***Locker Room*** *checklist.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance
and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____ **Seating**

_____Surface conditions for deficiencies such as excessive wear, rough areas, or protruding hardware

_____Track alignment

_____Overall stability

_____Overall integrity

_____Railing conditions (per code requirements)

_____Lubrication

_____Passageway clearance and markings

_____Overall condition

_____**Floors and mats**

_____Surface integrity

_____Overall condition for deficiencies such as excessive wear, stains, tears, and tripping hazards

_____**Walls/ceiling**

_____Paint condition

_____Plaster/drywall condition

_____Overall condition

_____**Bell system operation**

_____**Scoreboard**

_____Operation (audio and visual)

_____Bulb conditions

_____Overall condition

_____**Sound/speaker system**

_____Operation

_____Clarity

_____**Lighting fixture protection conditions**

_____**Gymnastic equipment**

_____Positioning

_____Member integrity

_____Bar/rope conditions

_____Overall condition

_____**Team/coaches' benches**

_____Stability

_____Condition of surfaces for deficiencies such as excessive wear, rough areas, or protruding hardware

_____Cleanliness

_____Positioning

_____Overall condition

_____**Staging equipment**

_____Member integrity

_____Wheel conditions

_____Edge conditions

_____Overall condition

_____**Signage (See also Signage checklist)**

_____Currency of message

_____Location

_____Overall condition

_____**Fire extinguishers (See also annual checklist for Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Trash receptacles**

_____Location

_____Overall condition

_____**Clock operation**

_____**Closets/equipment storage area**

_____Door/lock operation

_____Appearance, interior and exterior

_____Overall condition for debris and safety hazards

_____**Refreshment stand/area (if applicable)**

_____Cleanliness

_____Appliance operation and condition (See also **Kitchen and Dining Areas** checklist)

_____Utility connections (check for gas leaks) *(See also **Gas Connections** checklist)*

_____Furniture condition and cleanliness

_____Floor condition and cleanliness

_____Wall and ceiling conditions and cleanliness

_____Vent and trap cleanliness

_____Overall condition

_____Swimming pool (See Swimming Pool checklist)

_____Other

Deficiency Report: Gymnasium

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____Fire safety
_____Seating
_____Floors and mats
_____Walls/ceiling
_____Bell system
_____Scoreboard
_____Sound/speaker system
_____Lighting protection
_____Gymnastic equipment
_____Team/coaches' benches
_____Staging equipment
_____Signage
_____Fire extinguishers
_____Trash receptacles
_____Clock
_____Closets/equipment storage area
_____Refreshment stand/area
_____Swimming Pool

_____**Other**

Notes:

Monthly

Locker Rooms

The following monthly checklist applies to locker areas that house individual lockers, as well as those that function as part of gymnasium areas that feature sport equipment, sport lockers, showers, and changing areas. *(Preventive maintenance for general features including* ***Restrooms****,* ***Lighting****,* ***Alarm Systems****,* ***Fire Extinguishers****,* ***Doors and Windows****, and* ***HVAC Systems*** *also applies to this area. Refer to the corresponding checklists. See Part Four for estimating guidelines for showers.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____**Benches**

_____Surface conditions for deficiencies such as excessive wear, rough areas, or protruding hardware

_____Stability

_____Overall condition

_____**Exercise/weight equipment**

_____Bolt conditions

_____Fastener conditions

_____Cable conditions

_____Electrical connection conditions

_____Pad conditions

_____Runner conditions

_____Overall condition

_____**Bulletin board**

_____Mounting condition/stability

_____Overall appearance

_____Overall condition

_____**Floors**

_____Surface integrity

_____Overall condition for deficiencies such as excessive wear, stains, tears, and tripping hazards

_____**Lockers**

_____Lock operation

_____Hinge conditions

_____Paint condition

_____Shelf stability and condition

_____**Overall appearance**

_____Overall condition of lockers (group appearance)

_____**Plumbing (See also Restrooms checklist)**

_____Connection conditions for deficiencies such as leaks, corrosion, and failure potential

_____Overall appearance

_____Overall condition

_____**Showers**

_____Fixture conditions

_____Surface/tile conditions

_____Overall condition

_____**Whirlpool function (if applicable)**

_____**Sinks and faucets**

_____Drainage function

_____Hardware conditions

_____Overall condition

_____**Timer function (if applicable)**

_____**Trash receptacles**

_____Location

_____Overall condition

_____**Walls/ceiling**

_____Paint condition

_____Plaster/drywall condition

_____Overall condition

_____**Signage (See also Signage checklist)**

_____Cleanliness

_____Message currency

_____General appearance

_____Overall condition

_____**Fire extinguishers (See also annual checklist for Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Locker Rooms
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**

_____**Benches**
_____**Exercise/weight equipment**
_____**Bulletin board**
_____**Floors**
_____**Lockers**
_____**Plumbing**
_____**Showers**
_____**Whirlpool**
_____**Sinks and faucets**
_____**Timer**
_____**Trash receptacles**
_____**Walls/ceiling**
_____**Signage**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Swimming Pool

Swimming pool maintenance should be performed in conjunction with Aquatics Maintenance. Preventive maintenance in this area consists of validating that all equipment is present and functional on a monthly basis. Only certified professionals should effect repairs or maintenance procedures more advanced than manufacturers' prescribed chemical treatments and skim-cleaning. Maintenance staff should accompany professionals during statutory inspections and maintenance to ensure that the physical work complies with contract and manufacturers' specifications. A ground-fault circuit-interrupter (GFI) is needed to protect users by interrupting (de-energizing) the electrical circuit when the presence of excess electrical current going to ground (usually 1/40th of a second and 5/1000th of an ampere) is detected. This is particularly important in situations where water is present, to protect building users from electrical shock. *(Preventive maintenance for general features including* ***Restrooms****,* ***Lighting****,* ***Alarms Systems****,* ***Fire Extinguishers****,* ***Doors and Windows****, and* ***HVAC Systems*** *also applies to this area. Refer to the corresponding checklists.) See Part Four for estimating guidelines.*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire safety**

_____Electrical outlet load

_____Positioning of flammable materials away from heat sources

_____Accessible route

_____Emergency exit visibility

_____**Automatic fill device function**

_____**Control conditions**

_____**Electrical component conditions**

_____**Pump/filter/chlorination function**

_____**Ground fault interrupter function**

_____**Heater function**

_____**Measuring unit function**

_____**Meter function (volume, compound, velocity-type, and head-area meters)**

ATTACHMENT D

_____**Orifice plate conditions**

_____**Recorder function**

_____**Tube conditions**

_____**Venturi device function**

_____**Deck**

_____Caulking condition

_____Surface condition for deficiencies such as rough areas and tripping and slippage hazards

_____Overall condition

_____**Fence/gates**

_____Code conformance of members

_____Anchor function

_____Latch function

_____Overall condition

_____**Handrails/ladders**

_____Stability

_____Hardware conditions

_____Overall condition

_____**Floating lane divider conditions**

_____**Equipment storage closet conditions**

_____**Pool light operation**

_____**Safety equipment conditions and function**

_____Shepherd's hook location and condition

_____Life ring location and condition

_____Emergency key box with key at entry point condition (for access by emergency personnel)

_____**Steps/treads**

_____Security

_____Tread conditions

_____**Self-cleaning system function**

_____**Showers**

_____Fixture conditions

_____Tile conditions

_____Caulking condition

_____Overall condition

_____**Water condition**

(Note: Must comply with local health standards. The County Health Department or local water management authority determines health standards in most communities. Standards must be posted within pool area.)

_____**Caulking/coping condition**

_____**Cover condition**

_____**Furniture/stands condition**

_____**Piping/joint conditions**

_____**Pool tile/plaster**

_____Tile and joint caulking condition

_____Overall condition

_____**Signage (See also Signage checklist)**

_____Compliance with codes and standards

_____Message currency

_____Visibility

_____Overall condition

_____**Vent conditions**

_____**Drain and cover conditions**

_____**Fire extinguishers (See also annual checklist for Fire Extinguishers)**

_____Tag currency

_____Placement in correct proximity to potential hazards per code

_____Housing condition

_____Hose condition

_____Overall condition

_____**Other**

Deficiency Report: Swimming Pool

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire safety**
_____**Automatic fill device**
_____**Controls**
_____**Electrical components**
_____**Pump/filter/chlorination**
_____**Ground fault interrupter**
_____**Heater**
_____**Measuring unit**
_____**Meters**
_____**Orifice plates**
_____**Recorders**
_____**Tubes**
_____**Venturi devices**
_____**Deck**
_____**Fence/gates**
_____**Handrails/ladders**
_____**Floating lane dividers**
_____**Equipment storage closets**
_____**Pool lights**
_____**Safety equipment**

_____**Steps/treads**
_____**Self/cleaning system**
_____**Showers**
_____**Water**
_____**Caulking/coping**
_____**Cover**
_____**Furniture/stands**
_____**Piping/joints**
_____**Pool tile/plaster**
_____**Signage**
_____**Vents**
_____**Drains and covers**
_____**Fire extinguishers**
_____**Other**

Notes:

Monthly

Landscape

While landscape is a separate discipline that may not be the responsibility of facilities' maintenance personnel, certain conditions in this category can compromise building and property integrity. For example, landscape drainage, if non-functional, has the potential to cause substantial structural damage to adjacent buildings and landscape. Bushes should be properly trimmed to deter vandals and burglars. Due to the comprehensive nature of preventive maintenance, select critical areas within the landscape domain should be inspected monthly. Note: Make sure the actual number of drains and their locations correspond with those shown on the "as built" drawings. *(The **Irrigation Controllers** checklist also applies to this area.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Drains**

_____Proper water flow

_____Piping conditions

_____Cover conditions

_____Overall condition for obstructions

_____**Vegetation conditions for deficiencies such as root systems near buildings and walkways, shrubs and trees near buildings and power lines, vines on buildings (except as designed), and overgrown shrubs**

_____**Irrigation systems (See also annual Irrigation Controllers checklist)**

_____Sprinkler head operation and direction of water flow

_____Piping integrity

_____Runoff conditions

_____**Overall appearance**

_____**Other**

Deficiency Report: Landscape

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Drains**
_____**Vegetation**
_____**Irrigation systems**
_____**Overall appearance**
_____**Other**
Notes:

Monthly

Walkways/Asphalt

Asphalt surfaces at facilities receive extensive wear and tear from contact with buses, cars, and pedestrians. Because such deficiencies as potholes, broken edges, and eroded areas can jeopardize life safety, it is essential for maintenance personnel to take monthly measures to promptly address and anticipate failing elements. The Americans with Disabilities Act also requires accessible parking spaces and pathways, slip-resistant surfaces, and curb cuts.

This checklist can be applied to all of the following areas.

- Walkways
- Parking lots
- Driveways
- Other athletic activity areas

*(See also **Playgrounds** and **Tennis Courts**)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Parking bumper conditions and position**

_____**Speed bump conditions**

_____**Striping and pavement signage conditions**

_____**ADA accessibility**

_____**Signage (See also Signage checklist)**

_____Compliance with codes and standards

_____Message currency

_____Visibility

_____Overall condition

_____Edge conditions

_____Surface conditions for deficiencies such as buildup from salt, ice melting materials, motor oil, or gasoline

_____Overall appearance

_____Overall condition for deficiencies such as potholes, softening, erosion, weed and root encroachment, chalking, cracking, and tripping hazards

_____Other

Deficiency Report
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____Parking bumpers
_____Speed bumps
_____Striping and pavement signage
_____ADA accessibility
_____Signage
_____Edges
_____Surfaces
_____Overall appearance
_____Overall condition
_____Other

Notes:

Monthly

Signage

Signage is not only important for directing occupants and visitors, but it is also a reflection of the facility's character. Dirty, damaged, or inaccurate signage can send the wrong message to the community by making the facility as a whole appear neglected. It can also jeopardize the safety of users. Signage must comply with codes and standards, such as the ADA, and is important for alerting area users of potential hazards, recent changes, or other important messages. A critical eye is needed in the maintenance process to address and anticipate sign inadequacy. The following monthly checklist applies to wall-mounted and pole-mounted exterior signage, as well as interior signage.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Compliance with codes and standards**

_____**Cleanliness**

_____**Accuracy of message**

_____**Accuracy of lettering and numbering**

_____**Adherence to surface or stabilizer**

_____**Hardware conditions**

_____**Illumination (if applicable)**

_____**Location and visibility**

_____**Paint condition**

_____**Overall appearance**

_____**Overall condition for deficiencies such as excessive wear, missing or broken parts, obstruction from view, or message inaccuracy**

_____**Other**

Deficiency Report: Signage

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Compliance with codes and standards**

ATTACHMENT D

_____Cleanliness
_____Accuracy of message
_____Accuracy of lettering and numbering
_____Adherence to surface or stabilizer
_____Hardware
_____Illumination
_____Location and visibility
_____Paint
_____Overall appearance
_____Overall condition
_____Other

Notes:

Monthly

Track and Field Areas

The following checklist refers to permanently installed equipment and materials within track and field areas such as surfaces, bleacher/grandstand systems, goal posts (for sports such as football), water fountains, and surrounding fencing systems. Monthly preventive maintenance of these areas is crucial, as life safety can be jeopardized by something as small as a rusted fastener or missing part. *(The **Exterior Lighting** and **Fences** checklists also apply to this area.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Concrete, turf, dirt, and sand areas**

_____Overall integrity

_____Overall condition for deficiencies such as tripping hazards, holes, cracks, and stray equipment

_____**Water fountains**

_____Operation

_____Bolt, nut, and anchor conditions

_____Mounting security, if applicable

_____Cleanliness

_____Overall condition

_____**Bleacher systems**

_____Structural stability, including railing, seating, and foundation

_____Bolt, nut, spring, and anchor conditions

_____Edge and surface conditions

_____Overall safety and code compliance

_____Overall condition for deficiencies such as rusted, missing, or broken components

_____**Equipment**

_____Goal post stability

_____Overall integrity

_____Proper function, as intended

_____Overall safety and code compliance

_____Overall condition

_____**Fencing (See also semiannual Fences checklist)**

_____Post stability

_____Overall condition for deficiencies such as gaps, root/weed encroachment, and failing areas

_____**Paint condition (of equipment, seating, etc.)**

_____**Other**

Deficiency Report: Track and Field Areas
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.
_____**Concrete, turf, dirt and sand areas**
_____**Water fountains**
_____**Bleacher systems**
_____**Equipment**
_____**Fencing**
_____**Paint**
_____**Other**

Notes:

Monthly

Playgrounds

According to the National Program for Playground Safety (NPPS), over 200,000 children are treated in U.S. hospital emergency rooms each year for playground injuries. Playgrounds are areas of substantial liability and mandate frequent inspections and diligent maintenance. As playgrounds experience intense usage during the school day, after hours, and off-season, the wear of equipment and surfacing must be carefully monitored. Common equipment includes swing sets, climbing equipment and bars, slides, seesaws, sandboxes, merry-go-rounds, and skating areas, among other items.

Surfaced areas are of particular safety concern, as the NPPS found that over 70% of yearly injuries resulted from falls. (Although there are currently no established requirements for playground equipment, the U.S. Consumer Product Safety Commission (CPSC) offers recommended guidelines for the manufacture and installation of equipment and surfacing in its *Handbook for Public Playground Safety*.) Resilient surfaces, such as sand, mulch, and commercially prepared materials, are recommended beneath equipment to provide effective cushioning against falls. Child safety guidelines require a safe fall area extending around all equipment. Rubber matting and wood fibers generally both offer safe fall areas and comply with ADA accessibility requirements. Hard or abrasive surfaces such as blacktop, asphalt, gravel, grass, packed dirt, and concrete are not acceptable beneath most playground equipment. *(For more information on safety recommendations and CPSC's Handbook for Public Playground Safety, see the* ***Appendix****.)*

Under Titles II and III of The Americans with Disabilities Act, playground areas and equipment must be as accessible as possible to students with disabilities. Often special ramps, surfaces, and equipment height requirements may be needed. At the minimum, there must be an accessible route to and through the areas, and 50% of elevated play components must be accessible by ramp or transfer platform. New ADA playground standards, which include technical provisions for ground level and elevated play components, transfer systems, accessible routes, and ground surfaces, went into effect in November of 2000.

This checklist provides a general safety and maintenance protocol only, as playground areas, surfaces, and equipment vary widely. Schools should work with insurance companies for additional specific recommendations and should consult manufacturers' specifications. *(The* ***Fences****,* ***Signage****, and* ***Asphalt*** *checklists also apply to this area.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of the checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**General safety**

_____Signage visibility and currency *(See also monthly* ***Signage*** *checklist)*

_____Safety/first aid equipment location near play areas

_____Fence conditions for deficiencies such as holes, weed encroachment, and trash buildup *(See also semiannual* ***Fences*** *checklist)*

_____Overall condition of grounds for deficiencies such as vandalism, debris buildup, trash, or tripping

hazards

_____**Playground equipment**

_____Performance as intended, as per manufacturers' specifications

_____Location of each piece of equipment (more than 30" high) at least 9' away from other items and away from curbs, rocks, or other hard surfaces

_____Stability (equipment must be securely anchored into the ground. Footings must be unexposed. Follow manufacturers' guidelines)

_____Surface conditions for deficiencies such as excess wear, rough or protruding edges, wood splintering, metal exposed to the sun (can cause burns), or rust

_____Hardware conditions for deficiencies such as open S-hooks, protruding bolt ends, and loose parts

_____Chain/cable conditions for integrity and durability

_____Paint conditions for deficiencies such as paint chips, cracks, chalking, or rust

_____Spring conditions for deficiencies such as improper compression, rust, or breakage

_____Lubrication of all adjacent moving parts

_____Railing stability and surface conditions

_____Drainage from surfaces (equipment should drain water properly to deter slippage)

_____Overall condition and durability for deficiencies such as excess wear, rot, rust, splintering, warping, cracking, insect infestation, or broken or missing parts

_____**Playground surfaces**

_____Asphalt: See **Asphalt** checklist.
Note: Asphalt surfacing should not be used under playground equipment.

_____Concrete
Note: Concrete surfacing should not be used under playground equipment.

_____Overall condition for deficiencies such as tripping hazards, alkali-aggregate expansion, cavitation, honeycombing, spalling, chipping, cracks, crazing, dusting, efflorescence, charred surfaces, stains, lifts, pock marks/pop-outs, scaling, slippery areas, unevenness, or voids

_____Loose material: sand, gravel, wood fiber, or shredded rubber

_____Layer depth/coverage of ground (consistent depth of at least 12")
Tip: Place depth marker nearby to ensure constant adequate depth.

_____Boundary/containment conditions to ensure material stays where intended

_____Dispersion to ensure material evenly covers areas at least 6' in all directions from equipment *(See CPSC's recommendations in **Appendix**)*

_____Material conditions for deficiencies such as clumping, rot, or fungus infiltration

_____Drainage

_____Overall condition for deficiencies such as foreign objects, trash, and contamination from oil, grasses, gravel, animal matter, or weeds

_____Compressed rubber matting

_____Overall integrity and durability

_____Adherence to surface

_____Overall condition for deficiencies such as excessive wear, holes, curling, tightness of seams, tears, stains, vandalism, debris buildup, or trash

_____Adjacent area conditions for objects that could harm material such as rocks, sticks, loose gravel, sand, or sprinkler overspray

_____Grass
Note: Grass should not be used under playground equipment.

_____Overall condition for deficiencies such as overgrowth, exposed soil, excess fertilization (granules left on surface), contamination from foreign substances, rodent infestation (e.g., gopher holes), root encroachment, depressions, or other tripping hazards such as rocks, elevated sprinkler heads, hoses, field markers, exposed irrigation pipes, or base markers

_____Soil
Note: Soil should not be used under playground equipment.

_____Overall condition for deficiencies such as eroded areas, pot holes, depressions, mud buildup, contamination from foreign substances, uneven surfaces, excess dust buildup, or tripping hazards such as root encroachment, base markers, or rocks

_____**Other**

Deficiency Report: Playgrounds

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**General safety**
_____**Playground equipment**
_____**Playground surfaces**
_____**Other**

ATTACHMENT D

Notes:

Monthly

Tennis Courts (Hard)

The safety of patrons is the focus of PM for tennis courts, which should be maintained monthly. Tennis courts are widely used by sporting teams and the general student population, as well as community members. Such use can lead to rapid wear and tear. *(The **Exterior Lighting** and **Fences** checklists also apply to this area.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Deck**

_____Coating condition

_____Overall condition for deficiencies such as ponding, cracks, holes, weed/root encroachment, tripping hazards, or excessive wear

_____**Fencing (See also semiannual Fences checklist)**

_____Post stability

_____Alignment

_____Backdrop condition (where applicable)

_____Overall condition for deficiencies such as gaps, weed/root encroachment, and failing areas

_____**Gates**

_____Lock function

_____Closure function

_____Hinge conditions

_____Alignment

_____Lubrication

_____Webbing condition

_____Overall condition

_____**Nets**

_____Overall condition for deficiencies such as holes, slack areas, and sagging

_____**Posts**

_____Alignment

_____Hardware conditions

_____Stability

_____Base integrity

_____Overall condition

_____**Overall condition**

_____**Other**

Deficiency Report: Tennis Courts
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.
_____**Deck**
_____**Fencing**
_____**Gates**
_____**Nets**
_____**Posts**
_____**Overall condition**
_____**Other**

Notes:

Monthly

Exterior Stairs, Decks, and Landings

The following is a PM checklist for exterior stairways, decks, and landings. Maintenance personnel should carefully check the building materials, particularly concrete, on a monthly basis. *(The **Exterior Lighting** checklist is also applicable to these areas.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Overall appearance**

_____**Concrete**

_____Expansion joint conditions

_____Metal spacer conditions

_____Overall condition for deficiencies such as alkali-aggregate expansion, cavitation (honeycombing, spalling around projections), chips, cracks, crazing, dusting, efflorescence, charred and spalled surfaces,
stains, lifted areas, pock marks/pop-outs, scaling, tripping hazards, unevenness, or voids

_____**Railings**

_____Stability

_____Hardware conditions

_____Overall condition

_____**Wood material (if applicable)**

_____Stability

_____Overall condition for deficiencies such as dry rot, termites, instability, worn edges, cracks, holes, and splintering

_____**Coverings**

_____Surface condition

_____Overall integrity

_____Overall condition

_____**Grade appearance**

_____**Footings/foundation**

_____Stability

_____Overall condition for deficiencies such as cracks and broken or missing components

_____**Other**

Deficiency Report: Exterior Stairs, Decks & Landings

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Overall appearance**
_____**Concrete**
_____**Railings**
_____**Wood**
_____**Coverings**
_____**Grade**
_____**Footings/foundation**
_____**Other**

Notes:

Monthly

Maintenance Carts

Maintenance carts, which are battery-powered carts for accessing school grounds, should be serviced monthly in accordance with the manufacturer's recommendations. All operational elements should be tested to ensure proper working order. Special attention should be given to items that appear worn or abused. Operational safety should be the primary focus. Consult vendor for service agreement guidelines and coverage.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Battery efficiency**

_____**Canopy condition**

_____**Horn operation**

_____**Motor condition**

_____**Lubrication of moving parts (per recommendations)**

_____**Seat and floor mat conditions**

_____**Rearview mirror condition and mounting**

_____**Seat belts function**

_____**Tire conditions**

_____**Windshield condition**

_____**Overall condition**

_____**Other**

Deficiency Report: Maintenance Carts
Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.
_____**Battery**
_____**Canopy**
_____**Horn**
_____**Motor**
_____**Lubrication**

_____**Seats and floor mats**
_____**Rearview mirror**
_____**Seat belts**
_____**Tires**
_____**Windshield**
_____**Overall condition**
_____**Other**

Notes:

Monthly

Non-Power Gates

The operational integrity of gates on facility grounds is crucial to ensure that the elements of safety and controlled access are not compromised. Whereas automated gates should be inspected biweekly, non-power gates should be examined monthly.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Chains**

_____Linkage conditions

_____Lubrication

_____Overall condition for deficiencies such as cracks and excess tension

_____**Emergency key boxes**

_____Hinge conditions and operation

_____Lock conditions and operation

_____Key placement

_____Overall condition

_____**Hinge conditions and lubrication**

_____**Weld joint conditions**

_____**Bolt and screw conditions**

_____**Locks**

_____Overall operation

_____Lubrication

_____Security

_____Overall condition

_____**Painted surfaces**

_____Overall condition for deficiencies such as rust, peeling, and abrasion

_____**Structural condition**

_____Stability

_____Joint conditions

_____Overall condition for deficiencies such as weak spots, rust, or missing parts

_____**Tracks**

_____Alignment

_____Lubrication

_____Adherence to surface

_____**Overall condition for deficiencies such as dents and rust**

_____**Other**

Deficiency Report: Non-Power Gates

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Chains**
_____**Emergency key boxes**
_____**Hinges**
_____**Weld joints**
_____**Bolts and screws**
_____**Locks**
_____**Painted surfaces**
_____**Structure**
_____**Tracks**
_____**Overall condition**
_____**Other**

Notes:

Monthly Special Requirements

ATTACHMENT D

This space is provided to list additional equipment, systems, and materials that are not covered within the preceding checklists, but should be inspected on a monthly basis. List the information about the equipment and its components to be inspected or tasks to be performed. Check each item when the work is complete.

_____

_____

_____

_____

ATTACHMENT D

Quarterly

Custodial

Title

description

_____***Item***

_____Task1

_____ Task2

_____Item

_____Task1

_____Task2

_____**Other**

Semi-Annual

Fences

Fences on property are usually made of aluminum, steel, concrete block, or wood. Metal fences, such as chain link, require regular inspection of paint condition, rust and other corrosion, and vegetation and trash buildup. Wood fences are additionally susceptible to rot and loose components, such as pickets, planks, and braces. Perimeter and boundary fences should be checked semiannually.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Alignment**

_____**Structural stability**

_____Post integrity and alignment

_____Foundation integrity

_____Overall condition

_____**Paint condition**

_____**Hardware condition and lubrication**

_____**Gate and lock function and conditions**

_____**Safety for deficiencies such as sharp edges, large gaps, and splintering**

_____**Overall condition for deficiencies such as vegetation encroachment, debris buildup, holes, sagging areas, missing segments, rot, fungus, termites, and rust**

_____**Other**

Semiannual

HVAC Systems

Regular preventive maintenance of HVAC (heating, ventilation, and air-conditioning) systems is crucial to the quality of air and comfort level within facilities. HVAC systems should always sufficiently control temperature and humidity, distribute outside air uniformly, and isolate and remove odors and pollutants. Improper function and maintenance can cause indoor air pollution by allowing stale or contaminated air to remain in the building. As there are many areas within a facility that house activities with unique ventilation requirements, such as art, shop, culinary, and classrooms, it is essential that the HVAC system has fully functional and regularly inspected pressure control, filtration, and exhaust equipment. HVAC systems must also be adequately sized in proportion to the facility and number of occupants, and noise must be minimal for a learning environment.

The following checklist should be used for semiannual inspections of the HVAC system. You may opt to contract outside professionals to handle this area, although the following preventive maintenance procedures can be conducted by in-house maintenance personnel. If an outside service contractor is used, be sure to validate the performance by an audit of service performed.

When performing any maintenance procedures, always refer to manufacturers' recommendations. Diagnostic tools such as a Digital HVAC Analyzer can also be of help (see **Appendix** for more information). The following checklist can be applied to all areas of the facility that are affected by the HVAC system, including **Classrooms**, **Offices**, **Kitchen and Dining Areas**, **Auditoriums**, **Gymnasiums**, **Locker Rooms**, **Restrooms, Swimming Pool Areas**, **Library**, and common areas.

For all types of HVAC systems, change filters as per manufacturer's recommendations and post a sticker on the HVAC unit with the date of change and initials of the mechanic. If an outside service is used, plot the date of service on the wall chart and verify that performance is as per contract. *Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.*

_____**General conditions**

_____Overall cleanliness

_____Wall mount stability

_____System calibration

_____Condensation drain condition (A/C only)

_____Electrical connection conditions

_____Filter conditions

_____Motor

- _____Lubrication
- _____Housing stability

_____Connection conditions

_____Oil cup conditions

_____Unit operation and noise level

_____Coil conditions

_____Window seal and gasket conditions

_____**Central/ground mounted**

_____Air filter conditions

_____Burner assembly conditions

_____Circulation

_____Combustion chamber/smoke pipe conditions

_____Condensate drain conditions (A/C only)

_____Condenser/compressor function

_____Cooling coil conditions

_____Electrical disconnect function

_____Electrical heating unit function

_____General wiring and electrical control conditions

_____Guard, casing, hanger, support, platform, and mounting bolt conditions

_____Piping conditions

_____Liquid receiver conditions

_____Lubrication

_____Motor, driver, and assembly conditions

_____Platform stability

_____Pump unit function

_____Refrigerant dryer, strainer, valve, oil trap, and accessories conditions

_____Refrigeration lines/coil conditions for deficiencies such as frosting or icing

_____Registers and ducts for proper air distribution

_____Temperature and humidity control function

_____Thermal insulation and vapor barrier conditions

_____Water spray, weir, and similar device conditions

_____Overall cleanliness

_____Overall condition for deficiencies such as rust, corrosion, and mineral deposits

_____**Heat pumps**

Check all items listed above under "central/ground- mounted," plus:

_____Temperature setting

_____Noise and vibration levels

_____**Chillers**

_____Overall operation for noise and vibration

_____Hose, gauge, manifold, bucket, and valve conditions

_____Oil level and filter conditions

_____Contact and sensor conditions

_____Evaporator condition and function

_____Condenser condition and function

_____Refrigeration unit operation

_____Leakage potential

_____Condensation drainer operation

_____Pressure

_____Filter cartridge condition

_____Cleanliness (check for excess oil and dirt in chambers and tubes)

_____Lubrication

_____Service tool conditions

_____Solution tank condition

_____Unit

_____Airflow – airhandler on surface

_____Airflow through condenser

_____Overall appearance

_____Water level and flow rate

_____**Cooling towers**

(Note: Cooling Towers should be inspected every month in season.)

_____Unit operation for leaks, noise, or vibration

_____Fan

_____Motor lubrication

_____Blade conditions

_____Blower conditions

_____Bearing lubrication and conditions

_____Housing condition

_____Fan shroud alignment

_____Fan conditions for deficiencies such as excessive blade build-up, chips, and cracks

_____Overall operation

_____Gearbox

_____Oil level

_____Oil quality

_____Connection conditions and alignment

_____Pulley and belt conditions (if applicable)

_____Overall condition for deficiencies such as corrosion and hose cracks

_____Hot water basin cleanliness

_____Water tower cleanliness

_____Strainer cleanliness

_____Belt conditions for deficiencies such as wear, tension, and misalignment

_____Electrical wiring connection conditions

_____Overall cleanliness

_____Overall condition

_____**Heating systems (See also annual checklist for Hot Water Heaters)**

_____Amp draw per manufacturer's specs

_____Equipment cleanliness

_____Flow switch operation

_____Mechanical equipment function

_____Pull header conditions (on units more than 5 years in age)

_____Pumps

  _____Function

  _____Oil condition

  _____Overall condition

_____Safety limit switch operation

_____Water temperature (in and out)

_____Overall condition for deficiencies such as corrosion, scale, and entrapped air

_____**Boilers**

(Note: The use of a licensed professional inspector/maintenance contractor is recommended to ensure compliance with state and federal regulations. Follow up of contractor work by maintenance supervisor is recommended.)

_____Air heater function

_____Auxiliary equipment function

_____Back feed pumps function

_____Blowoff and blowdown lines function

_____Boiler room log condition

_____Burner and control conditions

_____Deaerator function

_____Energy efficiency

_____Electric power function

_____Feedwater supply conditions

_____Feedwater treatment/control

_____Firing rate control conditions

_____Fuel supply line conditions

_____Fuel system/control conditions

_____Heat recovery equipment conditions

_____Limit device conditions

_____Pressure gauge and relief valve function

_____Overall cleanliness

_____Overall condition

_____**Overall safety**

_____Anchor stability

_____Deck areas for deficiencies such as moisture, grease, mold, and tripping hazards

_____Doors

_____Hinge conditions

_____Lock and knob function

_____Guard stability per code

_____Overall condition

_____Handrail stability

_____Harness

_____Fastener conditions

_____Strap conditions

_____Tie conditions

_____Overall condition

_____Ladders

_____Step conditions

_____Rail stability

_____Overall condition

_____Vibration limit switch function

_____Work area conditions

_____Top surface/fan deck conditions

_____Water distribution system

_____Distribution pipe condition

_____Eliminator conditions

_____Hot water distribution basin support member conditions

_____Internal strainer conditions (if applicable)

_____Lubrication of flow control valves

_____Spill flash bar conditions

_____Structural integrity

_____Bolted joint conditions

_____Nozzle conditions

_____Overall condition for deficiencies such as leads between joints, leaks, corrosion, buildup, breaks, and obstructions

_____Overall condition for deficiencies such as leaks, cracks, deterioration, end panel separation, corrosion, pitting, wood casing for signs of rot, brittleness or cracking of fiberglass

_____Safety limit and interlock function

_____Shutdown operation

_____Walkway/platform stability and condition

_____**Overall condition**

_____**Other**

Semiannual

Smoke Alarms

The following is a preventive maintenance checklist for individually installed smoke alarms that are not part of the larger automated alarm system. This check should be performed semiannually. These smoke alarms may be battery-operated or hard-wired, and may be found in various areas of the facility, including out buildings. *(See **Alarm Systems** checklist for automated smoke alarms.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Battery efficiency (if not hard wired)**

_____**Connection conditions for proper wiring and deficiencies such as arcing or exposed wires**

_____**Housing condition**

_____**Mounting security**

_____**Overall operation**

_____**Overall condition**

_____**Other**

Semiannual

Structural Members

Preventive maintenance entails a comprehensive visual inspection of each building material twice a year. Particular emphasis during this inspection process should be on load-bearing support areas that can be observed externally during a walking tour. The greatest cause of building demise is the penetration of water. Particular attention should be given at this time to evaluate the potential for access by water into building materials.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Beam integrity for deficiencies such as rot, termites, bowing, splitting, slippage, or fungus**

_____**Foundation condition for deficiencies such as cracking, slippage, or water encroachment**

_____**Joist conditions for deficiencies such as rot, termites, bowing, splitting, or fungus**

_____ **Overall building integrity for signs of structural failure**

_____**Sill conditions for deficiencies such as rot, termites, or fungus**

_____**Stud conditions for deficiencies such as rot, termites, bowing, splitting, or fungus**

_____**Wall conditions**

_____Masonry for deficiencies such as cracks, scaling, mortar, crumbling, or efflorescence

_____Wood for deficiencies such as termites, peeling paint, dry rot, popping, or fungus

_____**Overall condition**

_____**Other**

Semiannual Special Requirements

This space is provided to list additional equipment, systems, and materials that are not covered in the "Semiannual" category of checklists, but fall into this interval of inspection frequency. List the information about the equipment, components to be inspected, and any necessary PM tasks. Check each item when it has been completed.

_____

_____

_____

_____

Annual

Emergency Generators

The emergency generator in a facility should be maintained annually. However, during the year, the fuel level, battery charge, cleanliness, and wiring should be checked monthly. After each use, it is also recommended that PM be performed.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Operation**

_____**Fuel level**

_____**Oil and engine air filter conditions**

_____**Battery charger condition**

_____**Battery conditions for proper charge and connection**

_____**Gauge conditions**

_____**Circuit breaker conditions**

_____**Activation device conditions (starter, pull cord, switches, etc.)**

_____**Spark plug conditions**

_____**Terminal conditions**

_____**Belt conditions for deficiencies such as wear and stress**

_____**Wiring conditions**

_____**Cleanliness**

_____**Overall condition**

_____**Other**

Deficiency Report: Emergency Generators

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

ATTACHMENT D

_____**Operation**
_____**Fuel**
_____**Oil and engine air filters**
_____**Battery charger**
_____**Batteries**
_____**Gauges**
_____**Circuit breakers**
_____**Activation devices**
_____**Spark plugs**
_____**Terminals**
_____**Belts**
_____**Wiring**
_____**Cleanliness**
_____**Overall condition**
_____**Other**

Notes:

Annual

Backflow Devices

Backflow devices prevent the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source other than intended. All backflow devices should be tested annually by a certified contractor. Maintenance personnel should monitor the contractor's performance and obtain written certification upon completion of work.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Backflow devices (should be tested only by a certified contractor)**

_____**Other**

Deficiency Report: Backflow Devices

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Backflow devices**

_____**Other**

Notes:

Annual

Electrical Systems

Electrical systems and closets should be inspected annually. Maintenance personnel should be familiar with the locations of all electrical equipment, including circuit breakers, fuses, main feeders, subfeeders, panel boards, and substations. All wiring should be in compliance with the National Electric Code. The safety of workers is paramount; staff should ensure that power is shut off and/or lines are de-energized where work is performed. It is recommended that electrical equipment be serviced by outside contractors unless there is a licensed journeyman electrician among the in-house staff.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Equipment cleanliness**

_____**Distribution system**

_____Wire and cable conditions for deficiencies such as corrosion, dirt, moisture, and fire hazards

_____Connection conditions

_____Overall condition

_____**Circuit breakers**

_____Oil level and potential leakage

_____Hardware conditions

_____Porcelain condition

_____Cotter pin conditions

_____Air supplier operation

_____Overall condition for deficiencies such as corrosion, noise, and excessive temperatures

_____**Fuses**

_____Insulator conditions for deficiencies such as burns or cracks

_____Contact surface conditions for deficiencies such as burning, pressure, and misalignment

_____Fuse holder conditions

_____Hardware condition

_____Overall condition

_____**Lock security and lubrication**

_____**Utility room cleanliness and safety**

_____**Overall integrity**

_____**Overall condition for deficiencies such as loose wires, debris, corrosion, potential power failure, and water encroachment**

_____**Other**

Deficiency Report: Backflow Devices

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Equipment**

_____**Distribution system**

_____**Circuit breakers**

_____**Fuses**

_____**Locks**

_____**Utility room**

_____**Overall integrity**

_____**Overall condition**

_____**Other**

Notes:

Annual

Fire Extinguishers

The following annual PM checklist is for fire extinguishers throughout the facility. This inspection and certification must be conducted by a licensed specialty contractor and should be scheduled in advance to ensure that the date on extinguishers will not expire. *Monthly inspections of fire extinguishers' general condition, housing, and location per code should be conducted as part of preventive maintenance procedures in areas of the building including* ***Business Offices****,* ***Kitchen and Dining Areas****,* ***Classrooms****,* ***Auditorium****,* ***Library****,* ***Gymnasium****,* ***Locker Rooms****,* ***Restrooms****, and* ***Swimming Pools****. (See corresponding checklists.*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Certification**

_____**Housing condition**

_____**Hose condition**

_____ **Proper location per code**

_____**Overall condition**

_____**Other**

Deficiency Report: Fire Extinguishers

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Certification**

_____**Housing**

_____**Hose**

_____**Location**

_____**Overall condition**

_____**Other**

Notes:

Annual

Hot Water Heaters

Preventive maintenance of hot water heaters should be performed annually. *(See also **HVAC Systems** for other heating components.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Circulation pump connections**

_____**Gas flame color (gas pilot should be blue with yellow at tip)**

_____**Burner conditions for deficiencies such as corrosion, inordinate flame pattern, and cinders**

_____**Pilot function**

_____**Tank plate and jacket conditions for deficiencies such as corrosion or rust**

_____**Door and lock function**

_____**Drain valve lubrication and function**

_____**Earthquake strap and bolt conditions**

_____**Gas shut-off valve lubrication and function**

_____**Piping supply lines for leaks**
(Note: Use soap and water and/or hand-held gas detector)

_____**Pressure relief valve function**

_____**Temperature setting**
(Note: Use commercial grade thermometer)

_____**Draft diverter conditions**

_____**Flue and chimney conditions**

_____**Vent condition**

_____**Utility room for deficiencies such as dirt, debris, and storage of materials**

_____**Overall condition for deficiencies such as rust in water, water and fuel leaks, and unusual sounds or odors**

_____**Other**

Deficiency Report: Hot Water Heaters

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Circulation pump**

_____**Gas flame**

_____**Burners**

_____**Pilots**

_____**Tank plates and jackets**

_____**Doors and locks**

_____**Drain valves**

_____**Earthquake straps and bolts**

_____**Gas shut-off valve**

_____**Piping supply lines**

_____**Pressure relief valves**

_____**Temperature setting**

_____**Draft diverters**

_____**Flue and chimney**

_____**Vents**

_____**Utility room**

_____**Overall condition**

_____**Other**

Notes:

Annual

Roofing

The roof is the most costly and abused area of the facility, subject to a variety of weather conditions and temperature fluctuations. The early discovery and preventive maintenance of minor deficiencies extends its life and reduces the chance of premature failure and costly repairs.

Annual inspections of both membrane and building components should be conducted for roofs of any age, including newly installed ones. Adequate time should be allotted to properly perform the many tasks involved in inspection. A roof should be surveyed completely, either by carefully walking it in its entirety where accessible (wearing soft shoes), or by visual inspection with binoculars where inaccessible. Visual inspection from the attic side is also important.

Attention should be paid to southern and northern exposures, weather-generated problems, horizontal lines, peak areas, and areas of sagging. Ventilation areas should also be examined for obstructions. *(For preventive maintenance of **Gutters/Roof Drains**, see corresponding annual checklist. See the **Appendix** for more information on maintenance of roofing systems.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Supporting structural integrity for deficiencies such as cracks, moisture stains, and potential failure**

_____**Flashing conditions for deficiencies such as water penetration, displacement, oxidation, excessive stretching, delamination, and tearing**

_____**Surface conditions for deficiencies such as contaminants such as exhaust or vegetation buildup**

_____**Subsurface conditions (including insulation) for signs of moisture penetration**

_____**Membrane conditions**

_____**Chimney conditions**

_____**Parapet integrity**

_____**Plumbing stack vent and roof connection conditions**

_____**Roof ventilation conditions**

_____**Skylight conditions for deficiencies such as broken glass or frames and flashing corrosion or rust**

_____**Structural conditions for deficiencies such as settling of the deck, membrane**

splits, or cracks in walls

_____Roof edging conditions for deficiencies such as deterioration and loose fasteners

_____Expansion joint conditions for punctures, splits, and insecure fasteners

_____Shingle conditions

_____Asphalt roof conditions for deficiencies such as brittle or missing shingles, cracking, curled edges, erosion, or exposed wood

_____Tile roof conditions for deficiencies such as deteriorating mortar joints, exposed felt, missing wind locks, or missing or cracked tiles

_____Wood shingle roof conditions for deficiencies such as bare spots, curled or missing shingles, decay, dry rot, or mildew

_____Flat roof conditions for evenness across the horizontal plane and deficiencies such as bare areas, blisters, cove areas abutting parapets, cracks, curling, exposed nail heads, or ponding

_____Overall condition

_____Other

Deficiency Report: Roofing

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____Supporting structure
_____Flashing
_____Surfaces
_____Subsurfaces
_____Membranes
_____Chimneys
_____Parapets
_____Shingles
_____Asphalt roofs
_____Tile roofs
_____Wood shingle roofs

_____**Flat roofs**
_____**Overall condition**

Notes:

Annual

Gutters/Roof Drains

Drainage devices are important in protecting buildings from water intrusion and damage. The following is an annual preventive maintenance checklist for gutters, downspouts, scuppers, and roof drains. Maintenance personnel should ensure that these areas are free of debris such as leaves and branches, and that large debris has also been removed from the roof. *If trees encroach on roof areas, perform the following tasks every 6 months.*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Mounting stability**

_____**Bolt, screw, and strap conditions**

_____**Discharge area function for proper drainage away from building**

_____**Joint conditions and stability**

_____**Roof atrium drains**

_____Cleanliness

_____Caulking condition

_____Mounting stability

_____Overall condition for deficiencies such as blockage and cracks

_____**Splash block location**

_____**Seam and elbow conditions**

_____**Caulking condition**

_____**Gutter positioning toward downspouts**

_____**Overall condition for deficiencies such as corrosion, rust, blockage, obstructions, and disconnection**

_____ **Other**

Deficiency Report: Backflow Devices

ATTACHMENT D

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Mounting**

_____**Bolts, screws and straps**

_____**Discharge area**

_____**Joints**

_____**Roof atrium drains**

_____**Splash blocks**

_____**Seams and elbows**

_____**Caulking**

_____**Gutter positioning**

_____**Overall condition**

_____**Other**

Notes:

Annual

Sewer Laterals

All drain lines in the physical facility connect to the main drain, which is referred to as the “sewer” beyond the foundation. All sewer lines outside of the foundation have clean-out points at various locations. Reaming from these points requires the use of a high-power hose, hydro-jet, or power equipment. Sewer laterals should be annually reamed from clean-out points by in-house personnel.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____Caulking condition adjacent to building exit point

_____Plug conditions

_____Pipe integrity

_____Plaster condition adjacent to building exit point

_____Overall condition for deficiencies such as soil erosion (if line exits ground)

_____Other

Deficiency Report: Sewer Laterals

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____Caulking
_____lugs
_____Pipes
_____Plaster
_____Overall condition
_____Other

Notes:

Annual

Irrigation Controllers

Annual inspection of each irrigation controller helps guarantee operational performance. This should be done jointly with a landscape contractor. *(See also monthly **Landscape** checklist.)*

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Timer accuracy**

_____**Housing condition for deficiencies such as water encroachment**

_____**Door and lock function and conditions**

_____**Electrical connection conditions**

_____**Security (stations should be locked)**

_____**Overall condition**

_____**Other**

Deficiency Report: Irrigation

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Timer**

_____**Housing**

_____**Doors and locks**

_____**Electrical connections**

_____**Security**

_____**Overall condition**

_____**Other**

Notes:

Annual

Storm Drains

Storm drains or sewers are underground systems used to collect and dispose of surface water. They should be cleaned and flushed annually to ensure blockages are removed and piping is functional.

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____ **Grate conditions**

_____**Cover conditions**

_____**Adjacent concrete or asphalt conditions**

_____**Drainage**

_____**General safety conditions**

_____**Overall condition for deficiencies such as dirt buildup around drain that might preclude proper directional flow**

_____**Other**

Deficiency Report: Storm Drains

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Grates**

_____**Covers**

_____**Adjacent concrete or asphalt**

_____**Drainage**

_____**General safety**

_____**Overall condition**

_____**Other**

Notes:

Annual Special Requirements

This space is provided to list additional equipment, systems, and materials that are not covered within the “Annual” set of checklists, but fall into this interval of inspection frequency. List the information about the equipment, components to be inspected, and any necessary PM tasks. Initial and date each item when the work has been performed.

_____

_____

_____

_____

Every Five Years

Fire System Certification

Comprehensive servicing and certification of the entire fire suppression system should be done every five years in accordance with current local, state, and federal requirements, including NFPA-defined guidelines. A licensed state contractor must be used, and this work should be validated by local fire authorities.

The following items should be inspected by the contractor during this process.

- Signal initiation
- Manual alarm operation
- Water flow system components including valves, piping, pressure regulators, gauges, sprinkler heads, and shut-off operation
- Smoke detection systems
- Voice systems
- Automatic extinguishing systems
- Signage, visual notifications
- Supervisory signals
- Maintenance testing and protocol
- Central station monitoring
- Code compliance

Use this checklist as a guide for auditing building elements and performing appropriate PM procedures. Note deficiencies and required maintenance and repair at the end of this checklist. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____**Fire system certification (should be tested only by a certified contractor)**

_____**Other**

Deficiency Report: Fire System Certification

Check any categories that have deficiencies. Note specific issues and planned maintenance or repair tasks to address them.

_____**Fire system certification**

_____**Other**

Notes:

Special Requirements for Every Five Years

This space is provided to list additional equipment, systems, and materials that are not covered within the “Every Five Years” checklists, but fall into this interval of inspection frequency. List the information about the equipment and its components to be inspected. Initial and date each item when it has been inspected and any necessary PM tasks have been performed.

_____

_____

_____

_____

ATTACHMENT D

PARKS AND RECREATION DEPARTMENT FLEET SERVICES PROGRAM

CONTENTS

- PARD Fleet Services
- Daily Maintenance Checklist
- COA Fleet Services
- PARD Fleet Organization
- PARD Fleet Flow Chart Process
- Asset Management
- Related Forms

PARKS AND RECREATION DEPARTMENT
FLEET SERVICES

ADMINISTRATION

PARD Fleet Liaison

The Parks and Recreation Department (PARD) Fleet Services program is administered by Operations Division. The Fleet Services consist of an administrator which serves as liaison with the City of Austin (COA) Fleet Department and manages the small engine equipment maintenance and repair shop. As a point of contact for PARD and COA Fleet department, the liaison will coordinate, perform and requests for inspections, service reminders, arrival of new vehicles, inventory, damage reports (accident reports) and communicating parts and repair delays from Fleet Services Division to provide support to departmental needs and continually inform any policy and procedures related to PARD fleet management.

PARD Fleet Coordinators

Each program or service area has an assigned PARD Fleet Coordinator which is responsible for their individual vehicle(s) and/ or equipment. The Coordinator ensures their fleet meets all scheduled maintenance, inspections, and reports and schedules any repairs. Maintain a file of all pre and post daily inspections. The Fleet coordinator is responsible to ensure all incidents, collisions reports are sent to the PARD Fleet liaison. Works with COA Fleet service center which their units are assign to any issues concern their vehicles.

PARD Fleet Liaison will work with internal PARD Fleet Coordinators to manage all PARD vehicles and equipment and adhere to City of Austin Fleet Management Program departmental service agreement (Attachment - Exhibit A) for the following services:

Coordinate COA Fleet services

- Maintenance issues
- Safety issues
- Preventive Maintenance Services
- Safety and emissions checks as required.
- All unscheduled repairs.
- Accident/Collision damage estimate and repair.
- Contract repair services
- Towing services
- Scheduled repairs

Fueling Services

Coordination of fuel inventories and fuel stations for in-house fueling of vehicles with Fleet Department

Replacement, Acquisition, and Disposal Services

- Management of vehicle and equipment replacement Program.
- Assist development of specifications and acquisition of new vehicles/equipment.
- Coordinate with disposal

Technical Support Services

All Fleet Management Reporting and Vehicle information reports

VEHICLE AND EQUIPMENT

REPLACEMENT PROGRAM

Replacement

All assigned vehicles acquired and maintained by the Fleet Services Division are targeted for replacement according to a useful life replacement policy guideline developed by Fleet Services. The guideline is based on the actual experience of the fleet and is used as a basis for developing financial policy and planning departmental transportation requirements. The schedule uses time and/or mileage guidelines and targets replacement funding needed for the annual budget.

The goal of our department is to purchase the right vehicle; recommendations are reviewed for applicability to department operational needs. Beginning of each fiscal year, a list is generated for the anticipated replacements as identified for the replacement program. All affected program managers are notified and input is gathered to evaluate their replacement and prioritize by department needs

The Fleet Services Division along with our department representatives (Operations, Finance and Fleet Liaison) will review all vehicles to be replaced, primarily evaluating their suitability and

appropriateness for the intended job and their compatibility with the rest of the fleet, and balance those factors with the cost.

Before the list is approved for budget, however, discussions take place with the using department to determine any new vehicle requirements, such as anticipated driving conditions, carrying capacity, storage needs, and special equipment.

Purchase of Additional Vehicles and Equipment

Request for additional vehicle or equipment will include the approved dollar amount for the purchase and the estimated annual utilization and a written justification for Director approval. A standard form BO 1082 created by Fleet must accompany all requests for vehicles and equipment that would increase the current size of the fleet. This form requires the signature and approval of the Assistant City Manager, Department Head, and the Fleet Officer before the order is processed through budget. It will include the approved dollar amount for the purchase and the estimated annual utilization and a written justification for the need. When all approvals have been documented, Fleet Services will work with the requesting department and the purchasing office in the development of specifications.

SMALL ENGINE

Equipment Maintenance and Repair Shop

Preventive Maintenance and Safety Checks

Preventive maintenance and safety checks have set schedules and based on each individual equipment class. Notification for required services will be sent to the program that the service is due. Safety checks requested for reasons other than the normal schedule will generally be performed as requested.

Unscheduled Repairs

Field staff will notify any maintenance issues that arise during the operation of the equipment or as a result of their pre and post use inspection. The equipment will be brought in for the repairs. The Equipment Mechanic will determine the nature of repairs and schedule them into the shop on a priority basis. Mechanics will communicate regularly with the field Supervisor, to keep informed of the status of repairs and the expected date of the equipment return to service.

Down Time

The turnaround time for preventive maintenance and safety checks is one day or less. However, during these inspections the Equipment Mechanic may find items being deficient which are then repaired or scheduled to be repaired as schedules permit. These additional repairs will be reported to the field Supervisor and an estimated time of returning to service will be given. When the repair involves the securing of parts not stocked or contract for repair, the downtime can be several days. In any case, the Equipment Mechanic will communicate any delays to the field Supervisor. The Field Supervisor is responsible to accommodate their area until the equipment is returned to service.

Maintenance Cost

The program is responsible for all maintenance cost per equipment class per fiscal year. This cost is determined during budget planning and remains the same throughout the fiscal year.

Repair Charges

These direct charges will be charged to the assigned department program. Examples of direct charges would be for parts or any contract services not considered as normal maintenance

related. Direct charges may apply to repairs that are deemed to be misuse or abuse by the operator. Program Managers will be notified when charges for repairs of this nature occur.

Maintenance Database and Replacement

All equipment must be registered in the maintenance database. PARD Fleet Services can track purchase dates, maintenance costs, downtime, PM performance, unscheduled repairs and other miscellaneous data for all PARD equipment. All maintenance cost and direct charges are based on the assumption that the department will conduct manageable operations and all assigned equipment will be replaced according to the financial life schedule as recommended by manufacture standards

Primary and Clean

The field staff will be primarily responsible for the cleanliness and general appearance of their assigned equipment. Ensure all safety components are in place and intact. Pre- and post-use inspection of their equipment. No equipment will be release in an unsafe condition.

Daily Maintenance

- Before loading equipment on the truck or trailer for the day, take a minute to perform a basic circle check to make sure the equipment is functioning properly.
- Supervisors shall verify that operators are capable and qualified on each type of equipment before allowing the equipment to be operated unsupervised.
- Operators shall perform a pre-operational check of equipment daily, or on each occasion the equipment is used. Be familiar with operator's manual. Report all needed repairs promptly and do not use any equipment that is unsafe.
- Operators shall be accountable for performing pre-operational maintenance and preparation of equipment including blade replacement and sharpening, cleaning, checking fluid levels as applicable, and other basic preparations for safe and proper functioning.

CHECK

Engine oil – is it filled to the correct level?

Fuel level and mix – is the specific fuel mix for the equipment on the truck?

Filters – are they clean? Paper filters can be blown clean with compressed air, but should be replaced when they are very dirty. Foam filters can be washed with dish soap and water dried with a rag and then a bit of oil worked through the foam before replacing. Gas filters should be clear.

Guards – are they secure and correctly in place?

Tires – are they properly inflated?

Blades or tines – are they sharp and straight? Is the cutting height set correctly?

Make sure the spark plug cap is disconnected before lifting a mower to check the blade.

Grease fittings – are they well lubricated?

Hoses and pipes (applies to blowers and vacuums) – are they intact and secure?

Shoulder straps – are they worn and properly adjusted for the operator?

Belts and pulleys – check for proper tension. Replace worn or frayed belts before they break.

Spark plugs – is the wire secure? Spark plugs should be replaced when recommended by the manufacturer.

Pull ropes - should be checked for signs of wear and replaced if they are fraying.

ATTACHMENT - EXHIBIT "A"

CITY OF AUSTIN FLEET MANAGEMENT PROGRAM

DEPARTMENTAL SERVICE AGREEMENT

This inter-service agreement details the services available to departments and responsibilities of all parties involved in the provision of these services.

ATTACHMENT D

Scope of Services Available

The Fleet Services Division is committed to providing the full range of fleet management services. The division is committed to serving COA departmental needs and continually stays abreast of new technologies and procedures related to fleet management.

Fleet management services available to the customer departments include:

1. Maintenance, Repair, and Safety Services

a. Preventive Maintenance Services at regular intervals, as determined for various classes of vehicles and equipment, to ensure safe dependable service.

b. Mandated safety and emissions checks as required.

c. All unscheduled repairs.

d. Coordination of accident damage estimate and repair.

e. Contract maintenance services managed by Fleet Services.

f. Towing services using approved towing contractor.

g. Scheduled repairs

2. Fueling Services

a. Maintenance of fuel inventories and operation of fuel station for in-house fueling of vehicles.

b. Issuance of vehicle identification and employee identification cards for easy processing and security of in-house fuel.

c. Issuance and administration of commercial credit cards for off-site fueling.

3. Replacement, Acquisition, and Disposal Services

a. Management of vehicle replacement program.

b. Development of specifications and acquisition of new vehicles.

c. Management of vehicle numbering, license processing and computerized database management.

d. Management of Rental Pool.

e. Management of the Auction program

4. Financial and Information Services

a. Monthly billing report.
b. Monthly extraordinary charges summary.
c. Monthly/Quarterly/Annual performance measures
d. Department Annual Fuel, Maintenance and Rental Budget
e. Contracts
f. Accounts payable
g. CIP projects

5. Charges for Extraordinary Services

a. Replacement of lost or stolen fuel cards, and commercial credit cards.
b. Damage to fuel station facility or equipment.
c. Undocumented commercial fuel credit cards.
d. Additional labor for services not included in the maintenance rate.
e. Special modifications to equipment as requested and approved by customer departments.
f. Replacement of lost or stolen keys.
g. Additional ad hoc reports.

6. Technical Support Services

a. All Fleet Management Reporting

b. Vehicle information reports

c. Fleet Management software support

B. FLEET SERVICES DIVISION FACILITIES

The Fleet Services Division operates the following facilities:

Fleet Administration-1190 Hargrave 78702 974-1540

- Division Management
- Finance
- Technical Services

Fleet Vehicle Support Services- 6400 Bolm Road 78721 927-3232

- Fuel management
- Vehicle Acquisitions
- Auction
- Make Ready
- Rental
- Taxi/Shuttle

Fleet Maintenance and Repair Services

Fleet Service Center #1 6301 Harold Court 78721	974-2052
Fleet Service Center #5 714 E 8th Street 78701 **(24 hr)**	974-1804
Fleet Service Center #6 1182 Hargrave 78702	974-1742
Fleet Service Center #8 4411 Meindardus 78744	974-3075
Fleet Service Center #11 6301-A Harold Court 78721	974-2389
Fleet Service Center #12 4108 Todd Lane 78744	974-4327
Fleet Service Center #13 2412 Kramer Lane 78758	491-3950
Tire Shop 6301-A Harold Court 78721	974-1788

C. HOURS OF OPERATION AND KEY PHONE NUMBERS

Hours of operation are as follows:

Fleet Administration-1190 Hargrave 78702 974-1540

(Monday – Friday) 8am – 5pm

ATTACHMENT D

Fleet Vehicle Support Services-6400 Bolm Road 78721 927-3295

(Monday – Friday) 8am- 5pm

Fleet Maintenance and Repair

Fleet Service Center #1 6301 Harold Court 79721 (6am – 10:30 pm)	974-2052
Fleet Service Center #5 714 E 8th Street 78701 **(24 hr)**	974-1804
Fleet Service Center #6 1182 Hargrave 78702 (6am – 10:30 pm)	974-1742
Fleet Service Center #8 4411 Meindardus 78744 (6am – 10:30 pm)	974-3075
Fleet Service Center #11 6301-A Harold Court 78721 (5am – 9:30 pm)	974-2389
Fleet Service Center #12 4108 Todd Lane 78744 (6am – 10:30 pm)	974-4327
Fleet Service Center #13 2412 Kramer Lane 78758 (6am – 10:30 pm)	491-3950
Tire Shop 6301-A Harold Court 78721 (7am – 4:30 pm)	974-1788

Holidays:

Fleet services observes all authorized city holidays

Note:

In addition, flexible schedules for maintenance personnel are maintained in order to meet other priority needs of the customer departments. For extraordinary emergencies, Fleet Services will open its service centers to support any department. Emergency response situations can be met on an immediate basis within annual budgetary allocations. In accordance with our emergency plan

****Maintenance shops that support the public safety departments have technicians on call 24/7.**

Special service demands are met after business hours or on weekends, including the availability of towing services by calling 974-3333 (phone) or 802-0425 (pager)

Phone numbers for specific services are as follows:

ATTACHMENT D

Phone numbers

Fleet Service Center #1 6301 Harold Court 78721	974-2052
Fleet Service Center #5 714 E 8th Street 78701 **(24 hr)**	974-1804
Fleet Service Center #6 1182 Hargrave 78702	974-1742
Fleet Service Center #8 4411 Meindardus 78744	974-3075
Fleet Service Center #11 6301-A Harold Court 78721	974-2389
Fleet Service Center #12 4108 Todd Lane 78744	974-4327
Fleet Service Center #13 2412 Kramer Lane 78758	491-3950
Tire Shop 6301-A Harold Court 78721	974-1788

Additional numbers

Risk Management *(for all Accidents)*	Report accident to assigned service center	
Towing Vendor *(for afterhours towing)*	974-3333	pager 974-0488
Billing Information	974-1793	
Emergency Services	974-3333	pager 974-0428
Technical Services	974-1531	
Fleet Management	974-1541	

SERVICES SPECIFICALLY NOT INCLUDED

Normally, the level and extent of service are specifically listed by type and class of vehicle. Thus, services provided are detailed by each class of vehicle. Where certain specialized services are not provided for the class of vehicle, they will be coordinated through Fleet Services on a direct charge basis. Some specialized services, such as two way radio maintenance and repair, are available from other internal departments. Whenever possible, these specialized services should be coordinated directly with the service provider.

LEVEL AND QUALITY OF SERVICE

1. Preventive Maintenance Servicing, Clean Air Inspections, and Safety Checks

Preventive maintenance, clean air inspections and safety checks have set schedules, based on the unique requirements of their individual class.

Notification for required services will be sent to customer departments at the beginning of the month that the service is due. Safety checks requested by departments for reasons other than the normal schedule will generally be performed on demand.

2. Un Scheduled Repair Services

A representative from the customer department will notify the Fleet Services Supervisor of maintenance issues that arise during the operation of the vehicle or as a result of their pre and post trip inspections (Vehicle Condition Report). The Fleet Services Supervisor will determine the nature of repairs and schedule them into the shop on a priority basis. Mechanics will communicate regularly with the Fleet Services Supervisor, who will in turn keep customer department staff informed of the status of repairs and the expected date of the vehicle's return to service.

3. Time Promised

The turnaround time for preventive maintenance servicing, clean air inspections, and safety checks is one day or less. However, during these inspections the PM Service Technician often reports items being deficient which are then repaired or scheduled to be repaired as schedules permit. These additional repairs will be reported to the customer department by the Fleet Services Supervisor and an estimated time of returning to service will be given. When the repair involves the securing of parts not stocked by either fleet services or by private parts vendors, the downtime can be several days. In any case, the Fleet Services Supervisor will

communicate any delays to the customer department. If possible, a rental pool vehicle will be provided to the customer at a discounted rate for periods of extended downtime.

4. Quality of Service

Quality of service for the above services is measured by feedback we receive from the customer departments and comeback reports from our computerized fleet management system. The Fleet Services Division will continually survey our customers to ascertain in greater detail where the subjective quality of service performance lies and can be improved.

5. Cleanliness

The customer departments will be responsible for the cleanliness and general appearance of their assigned vehicles and equipment. Contracts have been put in place with local establishments for the convenience of the customer departments. Personnel using these facilities must follow billing procedures in place to ensure accurate charges.

CHARGES FOR SERVICES AND BILLING

Maintenance and repair services

The Fleet Services Division provides billing services in two ways:

1. The assigned maintenance rate: This charged is based on the citywide average maintenance cost per vehicle group/class over the last 12 months. This charge is determined during budget planning and remains the same throughout the fiscal year.

2. A direct charge for services: These direct charges will be billed monthly to all customer departments. Examples of direct charges would be for special modifications to vehicles and equipment, or any other events not considered as normal repair and maintenance related. Direct charges may apply to repairs that are deemed to be misuse or abuse by the operator. Directors and department Fleet coordinators will be notified when charges for repairs of this nature occur.

3. Department sponsored Maintenance Agreements: All vehicle and equipment maintenance must be registered in the City of Austin Fleet Maintenance database. Fleet Services will track maintenance costs, mileage, fuel, downtime, PM performance, unscheduled repairs and other miscellaneous data for all City of Austin equipment, leased or owned.

All assigned maintenance rates and direct charges are based on the assumption that the Fleet Services Division will conduct break-even operations and that all assigned vehicles and equipment will be replaced according to the financial life schedule as approved annually by Fleet services.

Fuel Services

Departments will be billed for fuel based upon actual usage. The cost per gallon price is determined during the budget cycle. Departments will be given an amount to budget based upon their average annual usage. The cost per gallon will be composed of the following components:

Fuel commodity costs will be based on costs passed on by wholesalers, increase in demand, purchase of diversified fuels, and the markup collected to fund non-attainment remediation.

Fuel administrative costs will be based upon the administrative overhead costs of the program on a per gallon basis.

Commercial Fuel Cards (Wright Express) Upon request, Fleet will issue commercial fuel credit cards. These cards are mostly used for undercover units and personnel traveling out of town in a city vehicle. These cards are to be assigned to the vehicle itself. If the vehicle has more than one driver, each driver will be assigned a PIN# to be used when accessing a commercial fuel site. Departments requesting a card to be issued to an individual must have compelling reasons to do so. This request must be in writing and signed by both the director and ACM. Once the card is issued, the driver will be required to provide documentation of purchases (i.e. receipts, mileage) to Fleet Services on a weekly basis. Failure to provide this documentation will result in the fuel card being shut off. Costs will be based upon the actual cost of the fuel plus an administrative fee. The department directors are expected to monitor this program and ensure compliance.

Rental Services

Long term Lease (5+years)

The Fleet Services Division acquires vehicles and leases each class of vehicle to the departments through a lease rate structure, which includes a base monthly rate (this rate includes the cost of fuel) and a set mileage allowance. Mileage in excess of the allowance will be charged a per mile fee to be determined annually and included in the budget manual. For example, the base rate for vehicles may be $500 per month with a maximum of 3000 miles. Mileage in excess of the allowance will in incur a .20$ per mile charge. The department is billed monthly for each assigned vehicle. The director must sign and approve all long term lease agreements. Departments must keep the vehicle for the term of the lease. Upon disposition of the lease the department may opt to purchase the vehicle for the remaining residual value.

The base rate supports replacement funding and administrative overhead for the program.

Short Term Rental

A daily, weekly and monthly rate is assigned to all motor pool vehicles. The rental rate structure includes a base monthly rate (this rate includes the cost of fuel) and a set mileage allowance. These rates will be updated annually and are included in the budget manual. These vehicles will be available for times when a permanently assigned vehicle is not required.

Long Term Rental (In excess of 1 month)

The rental of a vehicle in excess of one month is considered a long term rental. The long term rental rate structure includes a base monthly rate (this rate includes the cost of fuel) and a set mileage allowance. Mileage in excess of the allowance will incur a per mile fee to be determined annually and included in the budget manual. The department is billed monthly for each assigned vehicle. Department may turn in these vehicles at any time. Vehicles turned in early will be charged a prorated portion of the monthly base rate.

Commercial Rentals

As an additional service to our customer departments, Fleet has contracted with a commercial vendor to provide vehicles when the city owned pool is at maximum utilization. The rate for the short term rentals is determined by the contract price and will be determined as the contract is renewed. The commercial rental rate structure includes a base rental rate along with an administrative fee. There are no mileage restrictions. Each commercial rental vehicle will receive a city fuel card and the renting department will be responsible for the cost of fuel.

Department sponsored vehicle lease agreements

On occasion departments may wish to contract lease a portion of their vehicle Fleet. Departments agree that Fleet Services must be notified and participate in coordinating all lease agreements. All leased equipment must be registered in the City of Austin Fleet Maintenance database. Fleet Services will administer (schedule repairs) and track all service transactions including repairs, maintenance costs, mileage, fuel, downtime, PM performance, unscheduled repairs and other miscellaneous data.

Billing

Billing is done monthly using the Fleet Services Division in house computer system. Bills are calculated and sent to the Accounting Section for checking and distribution of the correct accounts. This is done dynamically through an interface between M4 (Fleet maintenance system) and AFS3 (The city's accounting system) Billing reports are also distributed to the Departments during the month following the billing month.

Service Warranty

All services provided by the Fleet Services Division shall be performed at a level equal to prevailing industry standards. Work that is not completed to the satisfaction of the client will be redone with no additional cost to customer.

REPLACEMENT OF ASSETS

Replacement Policy

All assigned vehicles acquired and maintained by the Fleet Services Division are targeted for replacement according to a useful life replacement policy guideline developed by the Division. The guideline is based on the actual experience of the fleet and is used as a basis for developing financial policy and planning departmental transportation requirements. The schedule uses time and/or mileage guidelines and targets replacement funding needed for the annual budget.

The long-term strategy of Fleet Services is to adjust maintenance rates so that each department can benefit from the economy of scale (i.e. departments are charged the average cost of maintenance by vehicle type thereby avoiding large spikes for individual repairs) When costs are spread over the entire Fleet, the entire financing system is sound over the long term.

In actual practice, Fleet will recommend disposal of a vehicle any time a vehicle cannot be maintained as a safe vehicle or if it has exceeded its economical life. As vehicles reach target miles or time for replacement, they receive a technical evaluation. If the evaluation proves the vehicle would be economical to retain for an additional year or in some cases 2 to 3 years, the vehicle is retained. In some situations, it may be reassigned for the remainder of its life. It may then be retained in a needed capacity until a major repair bill looms or until the transportation need can be satisfied in another manner. In the end, some vehicles do not complete their useful life while others exceed it. Overall, these situations tend to balance out within a vehicle class and the class remains financially viable over the long term.

Vehicle Replacement Inspection Criteria

The criteria used in the management of the Fleet Services replacement program is specific to each class of vehicle and equipment. In order for vehicles to be inspected for replacement the following criteria must be met.

- The primary life expectancy criterion is based on mileage for vehicles with odometers. Vehicles or equipment without odometers will remain on a time or age basis.

- For vehicles with odometers the **replacement inspection** criteria is:
  - Automobiles and light trucks –100,000 miles;
  - Medium duty (15,000 – 26,000 GVW) –150,000 miles
  - Heavy duty (26,000+) –250,000 miles.
  - Ambulances -250,000 miles
  - Police Patrol Sedans -80,000 to 100,000
  - Austin Fire Department apparatus will follow NFPA (National Fire Protection Association) guidelines

The time/age criterion on most vehicles varies and is based on operating conditions and maintenance history. When a vehicle or piece of equipment has reached the designated mileage or age criteria for replacement, a monthly report indicating the possible replacement status of the equipment will go to the service center that provides maintenance to the vehicle. The service center manager will contact the user of the vehicle to schedule the unit for inspection. This process will include an overall review of the unit's maintenance history, as well as a physical inspection by the service center manager. Following this, the service center manager will complete a report that will indicate the replacement status of the equipment. As with any vehicle or piece of equipment, how it is used is an important factor in determining life expectancy. Departments are encouraged to communicate any concerns with established criteria so that if necessary changes can be negotiated.

Replacement status categories will be as follows:

- **A** – Fleet Services recommends replacing the vehicle in the next budget year. The vehicle will be placed in a "to be replaced" status in the vehicle management system (M4). If the department wants to keep the vehicle, the department must provide written justification for doing so.

- **B** – Fleet Services recommends keeping this vehicle in service another year or for a corresponding amount of miles. The equipment life will be extended for one more year or for the equivalent mileage.

- **C** – Fleet Services has extended the life of the vehicle two or more years or the corresponding amount of miles.

- **Wrecked or "Beyond Economical Repair Condition"** – Throughout the year there are vehicles that fall into this category. As soon as this condition is determined, the vehicle or equipment is placed in the "to be replaced" status in M4 and will be on the "A" list for replacement.

- **Spec Change-**These vehicles have been determined to be mechanically sound however they are unable to perform the duties required for the departments operations.

Replacement of Fixed Add-on Equipment

Departments must target useful and financial life guidelines, which will then be set for replacement of fixed add-on equipment. Funding for this equipment will generally be a direct charge to the department.

Acquisition of New Replacement Vehicles and Equipment

Whenever possible, vehicles are purchased through the competitive bid process as more vehicles can be acquired at lower prices. Since it is the goal of the Division to also purchase the right vehicle, bid recommendations are reviewed for applicability to department operational needs. Beginning in October of each year, the orders are placed for the anticipated replacements identified in the replacement program.

The Fleet Services Division along with department representatives will review all vehicles to be purchased, primarily evaluating their suitability and appropriateness for the intended job and their compatibility with the rest of the fleet, and balance those factors with the cost.

Before the order is placed, however, discussions take place with the using department to determine any new vehicle requirements, such as anticipated driving conditions, carrying capacity, storage needs, and special equipment.

It is the policy of Fleet Services to select the proper vehicle for the job, balancing purchase price, fuel economy and environmental impact, operation and maintenance requirements and the efficiencies resultant from developing a standardized fleet. **In accordance with this policy, Fleet's standard practice requires that Alternative fueled/Hybrid vehicles be purchased in lieu of traditional fueled vehicles when applicable.**

Once the replacement cycle is completed, the old vehicle is declared surplus and sold at auction or is disposed of by another authorized method. Once a vehicle has been declared as surplus, it is expected to be turned in upon arrival of the new replacement. Because the cost of maintaining these units exceeds Fleet's budget threshold, departments wishing to keep their old units must get director and ACM approval. These units will incur an additional maintenance surcharge.

Proceeds from disposal of units:

Enterprise funds- Funds received from the sale (less program overhead costs) will be transferred to the account indicated by the department.

General/Internal Service Funds- Funds received will be transferred (less program overhead costs) to the Vehicle Acquisition Fund.

Purchase of Additional Vehicles and Equipment

A standard form BO 1082 created by Fleet must accompany all requests for vehicles and equipment that would increase the current size of the fleet. This form requires the signature and approval of the Assistant City Manager, Department Head, and the Fleet Officer before the order is processed. It will include the approved dollar amount for the purchase and the estimated annual utilization and a written justification for the need. When all approvals have been documented, Fleet Services will work with the requesting department and the purchasing office in the development of specifications.

ADMINISTRATION

Departmental Coordinators

Each department should assign a coordinator or contact person for the fleet. These coordinators will provide all directional decisions with regard to management of the fleet and will be the main point of contact for the Fleet Services Division. They may choose to delegate other duties such as requests for smog inspections, service reminders, arrival of new vehicles, damage report requests (accident reports) and communicating parts and repair delays from Fleet Services Division.

The Fleet Services Division contact will be the Fleet Manager for new vehicle programs, disposal of surplus vehicles, and all policy matters. The Fleet Services Supervisor will back up the Fleet Manager and manage the day-to-day servicing of the fleet.

Fleet Services Finance will develop internal policies and on-going routine verification and documentation of assigned accounting codes, as well as, notification of departmental customers when billing errors occur or to ensure a proper audit trail.

In the event that the departmental coordinators cannot or will not respond timely to requests for operational or financial information, exception reports will be sent to the CFO. The CFO will coordinate delivery of needed information with the appropriate Assistant Manager (ADM).

Change Orders

The person requesting any changes to this Inter-services agreement should develop a request for change order memo. The change order should detail the requested change, the reason for the change, and its financial impact.

All change orders are subject to approval by the Fleet Services Director.

Problem Resolution and Dispute Process

The key the effective resolution of problems is the frontline communication between the driver and the Service Center. If at any time a disagreement or issue should arise concerning the terms of this agreement, the parties agree that resolution be resolved at the department level with the Fleet Services Division. If the appropriate department representative and the Fleet Manager are unable to resolve the issue within 30 days, they will be referred to the next higher level of authority for resolution.

Resolution order:

1. Service Center Manager (if response is not satisfactory) then:

Service Center #1 James Teague	**974-1757**
Service Center #5 Steve Yost	**974-1717**
Service Center #6 Ricardo Calvino	**974-1741**
Service Center #8 Richard Pitman	**974-2601**
Service Center #11/12 Larry Simpson	**974-2479/4327**
Service Center #13 Jim Forman	**978-2343**

2. Fleet Operations Manager (if response is not satisfactory) then:

Julie Borning	**974-1782**

3. Deputy Fleet Officer (if the response is not satisfactory) then:

Jennifer Walls	**974-1795**

Assignment and Delegation

Neither party shall assign, sublet, or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing.

Term

This agreement shall become effective upon signature by the approved Division Director and will remain in effect for each fiscal year unless terminated by either party pursuant to the provisions of this agreement.

ATTACHMENT D

Responsibilities of the Customer Department

It is the policy of the City of Austin and Fleet Services to protect this substantial investment of valuable City resources. Department directors are ultimately accountable for the use and protection of vehicles and equipment in their departments; however, all City employees who use and maintain City vehicles and equipment have to do their part.

Vehicle Malfunction Reporting

The Department shall report vehicle malfunctions and other needed repairs to the Fleet Services Division as soon as practical following notice of such condition. If the malfunction is safety related the driver may not operate the vehicle. It is the policy of the City of Austin that all operators of commercial motor vehicles shall perform pre- and post-trip inspections on the vehicle(s) they operate. These inspections shall be conducted and documented in accordance with U.S. Department of Transportation, Federal Motor Carrier Safety regulations and as described in the City of Austin Commercial Motor Vehicle Administrative bulletin.

Payment Processing

The Department shall promptly approve or process journal vouchers for payment of the preceding month's services within five working days of the receipt of charges.

Operator Training

The Department shall review departmental programs for operator training so that Fleet Services may contribute their expertise and suggestions for developing operator training programs for employees of the department.

Vehicle Damage and Misuse

Service Centers will notify department liaisons by email when damage due to misuse is suspected within 24 hours of discovery. (Noncompliance with Preventive maintenance scheduling will be reported on a monthly basis). Repairs will proceed unless the department notifies the Service Center to suspend repairs in lieu of an internal investigation or department review. The Department shall take appropriate steps to minimize the damage misuse of vehicles and equipment. The Department shall report all actions taken on the reporting of damage or misuse of vehicles, such as placing the course of action in the employee's file and sending a copy to the Fleet Services Division. Misuse also includes noncompliance with Preventive Maintenance Schedules.

Compliance with PM Scheduling

The customer departments shall comply with all Preventive Maintenance (PM) scheduling requests of the Fleet Services Division. Vehicles will be delivered in a timely fashion so that service schedules can be kept.

ATTACHMENT D

Services Provided

The following Fleet Services Division services are available to the customer departments:

1. Maintenance, Repair and Safety Services

a. Preventive Maintenance Services
b. Required clean air and safety inspections
c. All unscheduled repairs.
d. On demand safety checks.
e. Contract maintenance services managed by Fleet Services.
f. Towing services managed by Fleet Services
g. Scheduled repairs
h. Accident/misuse administration

2. Fueling Services

a. Maintenance of fuel inventories and operation of fuel station for in-house fueling of vehicles.
b. Issuance of vehicle identification and employee identification cards for easy processing and security of in-house fuel.
c. Issuance and administration of commercial credit cards for remote fueling.

3. Replacement, Acquisition, and Disposal Services

a. Management of vehicle replacement program.
b. Development of specifications and acquisition of new vehicles.
c. Vehicle numbering, license processing, and entry into computer database.
d. Strip out of vehicles including the removal of numbers, markings, and specialized equipment in preparation for sale.
e. Identification of the most effective disposal method of surplus vehicles and transportation if required.
f. Administrative processing for disposal.
g. Rental Pool services.

4. Financial and Information Services

a. Monthly maintenance and fuel billing report.
b. Annual utilization report.

5. Technical Services

a. All Fleet Management Reporting

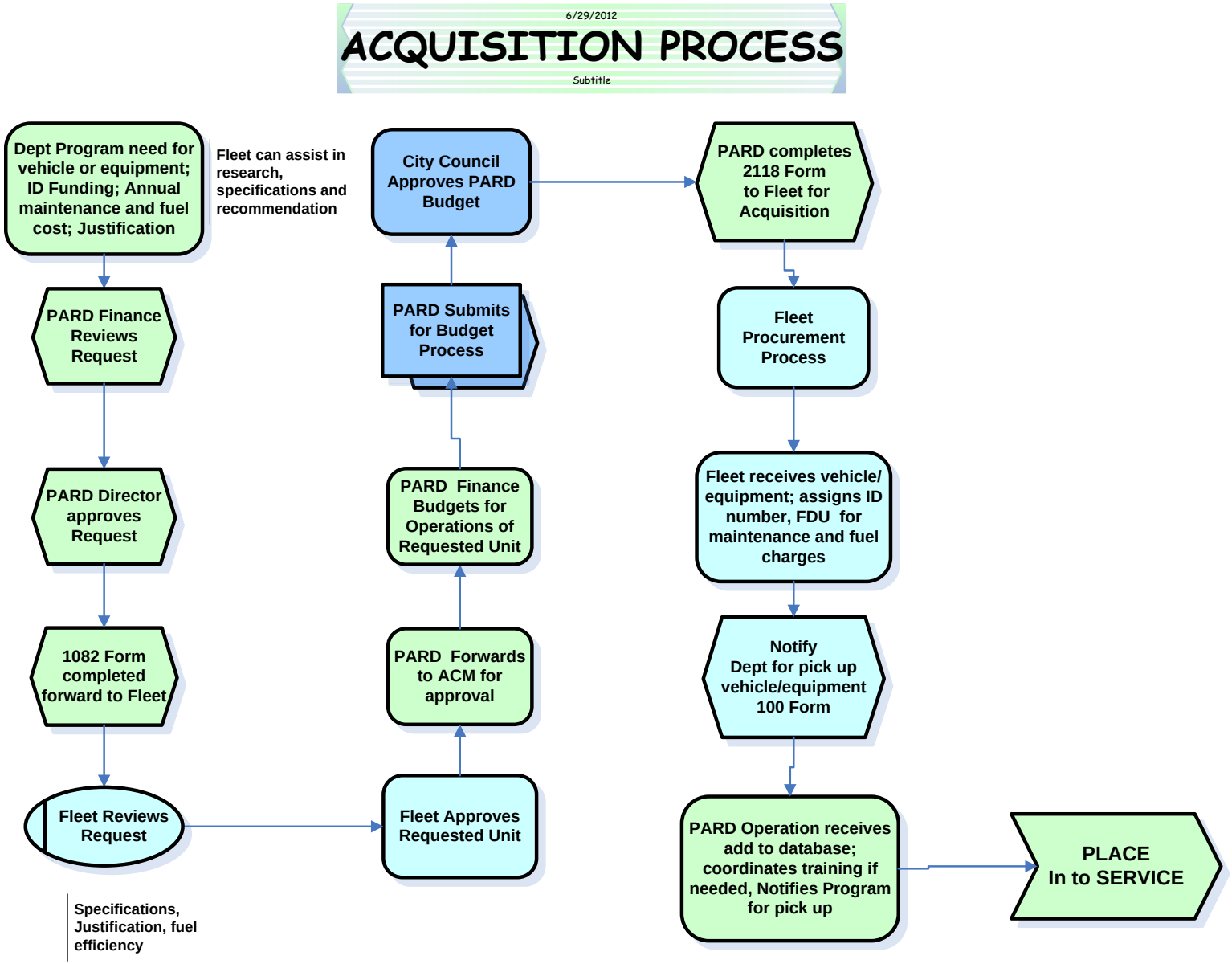
b. Vehicle information reports

c. Fleet Management software support

Charges for Services

Charges for Service	Rates
Maintenance	$ See Budget manual
Fuel	$ See Budget manual
Motor pool rental vehicles	$ See budget manual
Damage to fuel station Or equipment	$ (at cost of damages)
Lost or stolen keys	$ (at cost plus admin fee)
Replacement of lost or stolen Fuel cards	$20.00 per card

ATTACHMENT D



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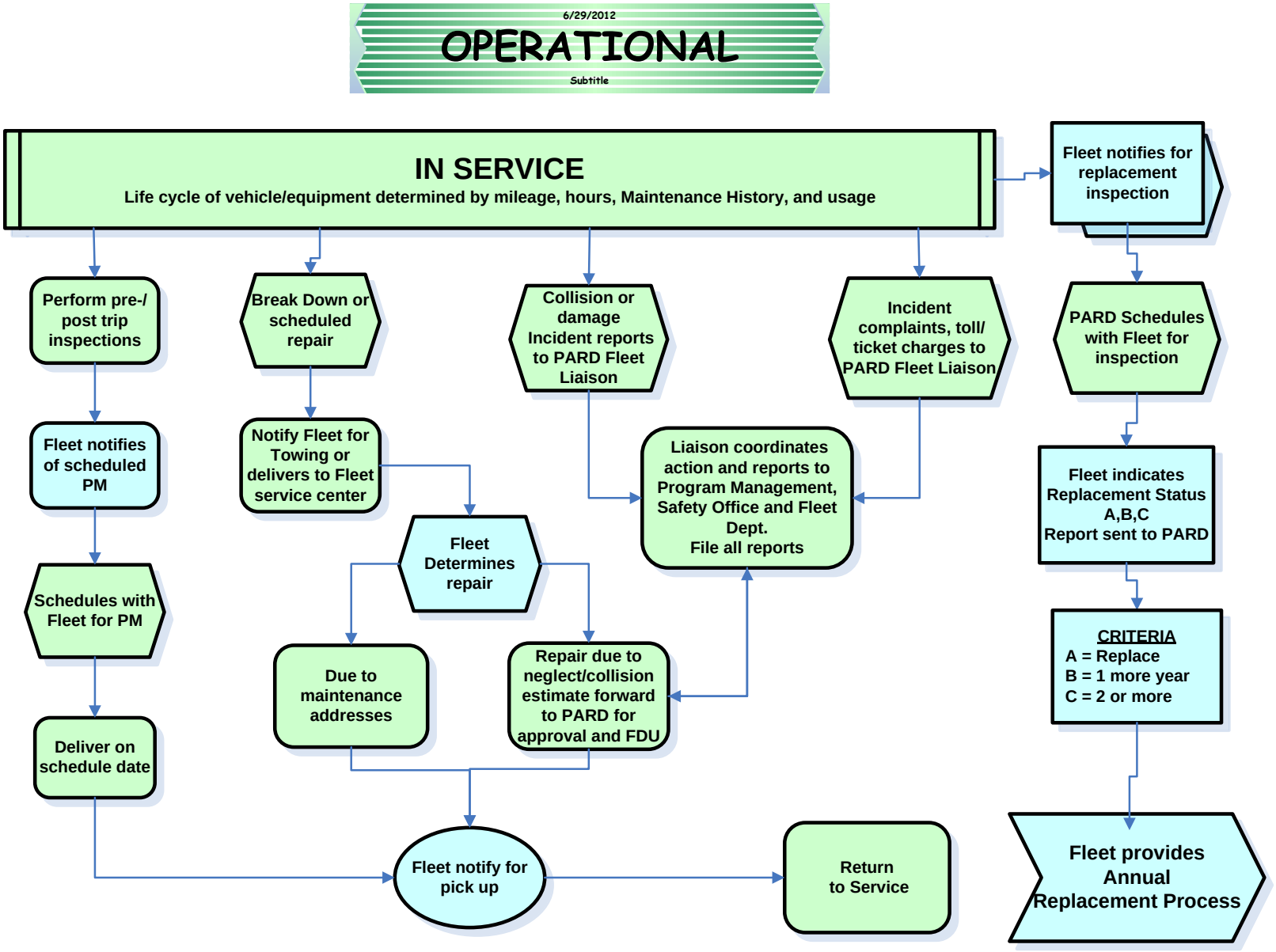

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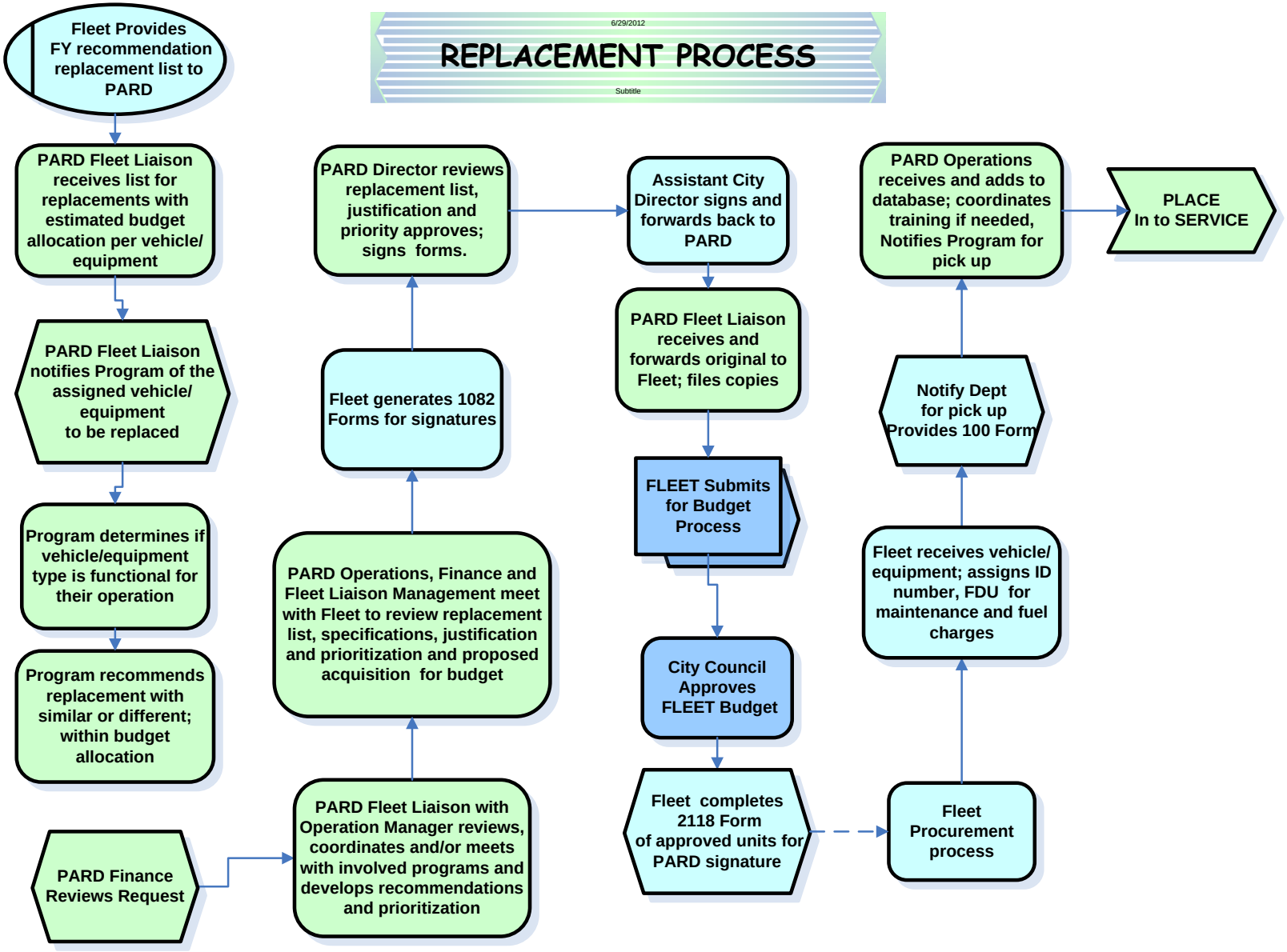
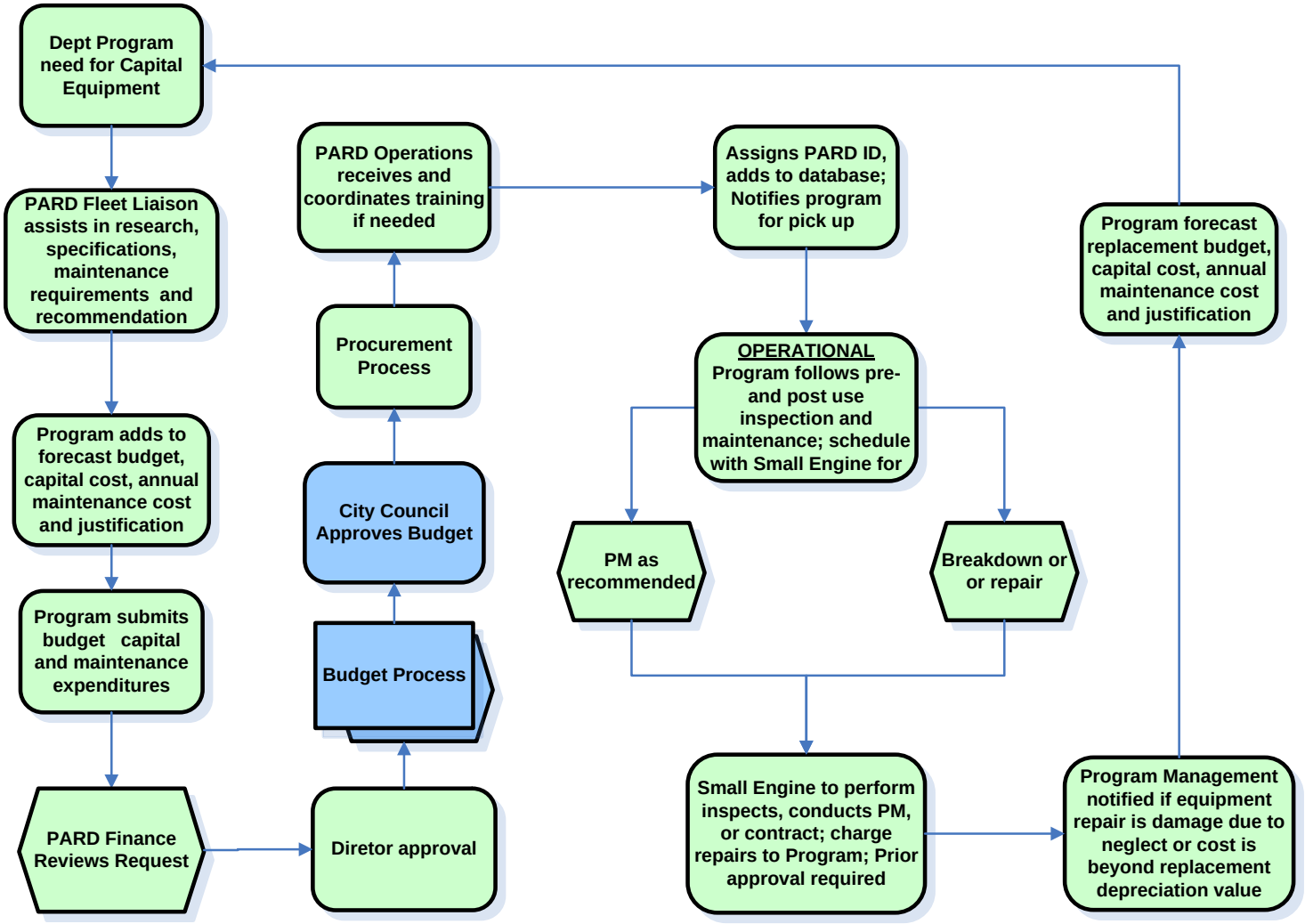
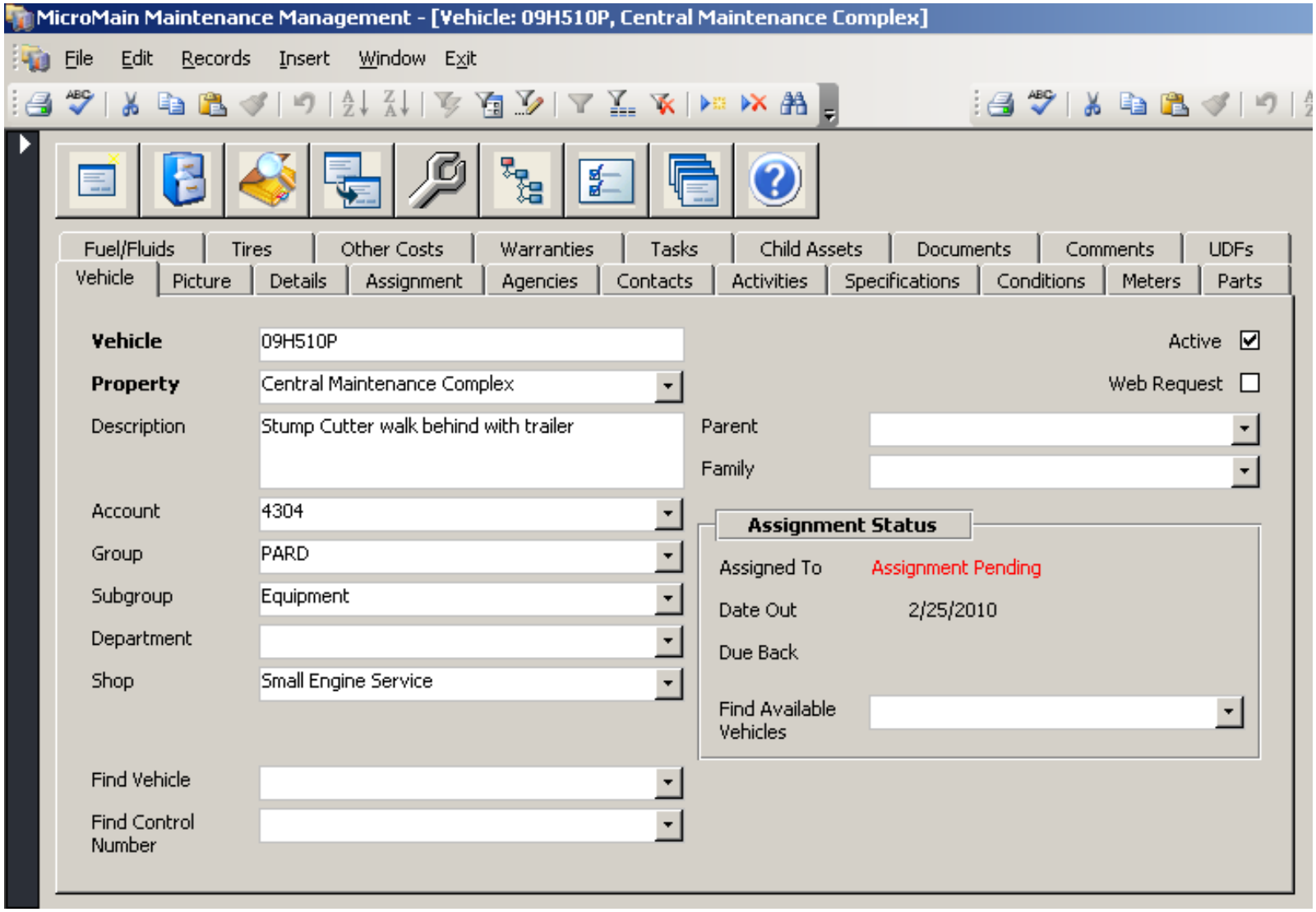


ATTACHMENT D

Equipment Maintained by PARD



ASSET MANAGEMENT
ASSIGNMENT



ATTACHMENT D

PARD INTERNAL
VEHICLE AND EQUIPMENT
Replacement or Acquisition
Acceptance for Director Approval

The following Vehicle/Equipment has been approved for:

☒ Replacement ☐ Acquisition

Description:

3/4 ton crew cab; rear wheel drive; Regular bed;Headache head rack; behind cab tool box; spray on protective bed liner; back up alarm; tow pkg. with Bio-Diesel Engine

Vehicle/Equipment assign to: South District Mowing

Intended task: for mowing crew to service parks

Fuel/Maintenance Funding: 1000-8600-4302

Fuel Type:

☒ Bi-Fuel ☒ Diesel ☐ Propane ☐ Hybrid

☐ Electric ☐ Other

Indicate description of optional equipment selected:
tow package for moving trailer with large riding mower equipment (580D)

Additional remarks:

I concur with procurement of the designated vehicle/equipment for my area.

Program Manager _____ Date _____

Division Manager _____ Date _____

ATTACHMENT D

Finance Manager _____ Date _____

Assistant Director _____ Date _____

ATTACHMENT D

ADDITIONAL VEHICLE/EQUIPMENT REQUEST (BO1082)

Department: | Budget Type: | Division: | ADD: ☐ | SPEC CHANGE: ☐ | Qty:

Unit Purchase Funding: | Unit Maintenance Funding: | Estimated Cost:

Verified by Financial Manager:_____ DATE:

1. Item description:

2. **Justification**: Please describe the program the unit will support & Why your current Fleet is unable to meet this need? What is the estimated miles or hours of use per month of proposed unit?

Miles:

☐ 0-200: ☐ 201-500: ☐ 501-800: ☐ OVER 800:

Hours:

☐ 0-40: ☐ 41-80: ☐ 81-120: ☐ 121-160: ☐ OVER 160:

Communication equipment needed: YES NO

Fleet Services Recommendation: YES NO

◯ Is this suitable for intended task? ◯ If not, recommend instead the following unit:

Fleet Services *Specifications Only* reviewed by:_____ DATE:

Approved by Director: _____ DATE:

Approved by Assistant City Manager:_____ DATE:

ATTACHMENT D

VEHICLE AND EQUIPMENT REQUEST **FORM 2118** **Document #** 5287809406

Department: AD3 AVIATION

Date Requested: 10/20/2015

Unit Replacement Funding Information	Replacement Unit		Fund	Dept	Unit	Object	Activity	Rpt. Ctgy.	Prog.	Prog. Pd.
	X	Unit Purchase Funding:	4900	8307	4069	9051	---			
		Unit Maintenance Funding:	5070	8300	3708	6250				

Base Budget $47,500.00

OLD UNIT INFORMATION

Unit Number	Description
07H222	TRACTOR, LARGE, W/MOWER ATTACHED TO EXTENDED A

NEW UNIT INFORMATION

Unit Number	Description	Management Code	Mgt. Code Description
5287809406	JOHN DEERE 6120E ENCLOSED CAB 9150G/W DS	H130	TRCTR GEN PUR MED-LRG DIE

NEW UNIT SPECIFICATION

JOHN DEERE 6115D ENCLOSED CAB 9150G/W DSL

Is this a significant upgrade? NO

Can this purchase be postponed another year? NO

Why is this unit being added to the fleet? REPLACEMENT

LOAD AND TOWING FOR TRUCK VEHICLE

GENERAL TYPE OF CARGO TO BE HAULED	N/A
ESTIMATED MAXIMUM WEIGHT OF CARGO	N/A
IS UNIT TO BE USED AS TOW VEHICLE?	N/A
ESTIMATED MAXIMUM WEIGHT OF UNIT TO BE TOWED	N/A

Is there an alternative fuel option available? YES-B20

(If yes but department wishes to purchase a non - alt fuel unit you will be required to provide additional supporting documentation)

Does this unit require communicatin equipment? NO

(If yes please provide additional documentation detailing equipment required. It will be necessary to ensure City Wireless Office is informed of this requirement)

Fleet Recommended Replacement

JUSTIFICATION/CERTIFICATION - DEPARTMENT HEAD/ACM ONLY

ACM Signature Date: / /

Department Head Signature Only Date: / /

Date Recieved: / / Date: / /

ATTACHMENT E

City of Austin
Parks and Recreation Department
Monthly Sales and Rental Report

Concessionaire: _____

_____

Contract Number: _____

Reporting Period: _____ **to** _____ **YEAR**

MONTH	Unadjusted Gross Sales	Sales Tax	Gratuities	Net Revenue for Month	Expenditures for the month	Total Commission Due City
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTALS:						

Amount Paid _____ Check # _____

I certify the above to be correct _____ Date: _____
signature

Return to:
City of Austin
Parks and Recreation Department
Attn: Contract Compliance
200 S. Lamar Blvd.
Austin, Texas 78704