



Amendment No. 2
to
Contract No. NA210000160
for
Maintenance & Repair of Pumps, Re-Irrigation and Irrigation Systems
between
H3LRS, LLC dba Divided Water Services
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add the Watershed Protection Department (WPD) service locations below to Attachment A of the contract.

CONTROL TYPE	PROJECT NAME	STREET ADDRESS	LEGACY SITE ID	MAXIMO ASSET#
RETENTION/IRRIGATION	Southwest Austin Properties (Grey Rock)	6601 SH 45 EB	C05002	1203440
RETENTION/IRRIGATION	Brodie Springs II, Phase 1	3312 1/2 SQUIRREL HOLW	C04346	1206128
RETENTION/IRRIGATION	Brodie Springs II, Phase 2	3204 Rasberry Road 3204 RASPBERRY RD	C05004	1203412

2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/30/2021 – 08/30/2023	\$894,000.00	\$894,000.00
Amendment No. 1: Added City Hall to BSD's Attachment E 09/14/2021	\$0.00	\$894,000.00
Amendment No. 2: Added Service Locations to WPD's Attachment A 11/16/2021	\$0.00	\$894,000.00

3.0 MBE/WBE goals do not apply to this contract.

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

5.0 All other terms and conditions remain the same.

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

H3LRS, LLC DBA DIVIDED WATER SERVICES

Signature & Date: 11/17/2021
Rollin Heller
President
PO Box 253
Kingsbury, TX 78638
info@dividedwaterservices.com

CITY OF AUSTIN

Erin D'Vincent

Digitally signed by Erin
D'Vincent
Date: 2021.11.18
09:26:41 -06'00'

Signature & Date:
Erin D'Vincent
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 1
To
Contract No. NA210000160
For
Maintenance & Repair of Pumps, Re-Irrigation and Irrigation Systems
Between
H3LRS, LLC dba Divided Water Services
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Building Services Department (BSD) service location below to Attachment E of the contract.

Facility Name	Location	Building POC
City Hall, Irrigation System	301 West 2 nd Street Austin, TX 78701	Santos Marino 512-974-7937 Santos.Marino@austintexas.gov

- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/30/2021 – 08/30/2023	\$894,000.00	\$894,000.00
Amendment No. 1: Added City Hall to BSD's Attachment E 09/14/2021	\$0.00	\$894,000.00

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

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

H3LRS, LLC DBA DIVIDED WATER SERVICES

Signature & Date:

Rollin Heller

President

PO Box 253

Kingsbury, TX 78638

info@dividedwaterservices.com

CITY OF AUSTIN

Jo Gutierrez
DN: cn=Jo Gutierrez, o=City of Austin, ou=Purchasing Office, email=jo.gutierrez@austintexas.gov, c=US
Date: 2021.09.15 07:15:59 -05'00'

Signature & Date:

Jo Gutierrez

Procurement Specialist III

City of Austin

Purchasing Office

124 W. 8th Street, Ste.310

Austin, Texas 78701



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 30, 2021

H3LRS, LLC dba Divided Water Services
Rollin Heller
President
PO Box 253
Kingsbury, TX 78638
info@dividedwaterservices.com

Dear Mr. Heller:

The City approved the execution of a contract with your company for maintenance & repair of pumps, re-irrigation and irrigation systems in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Matt Boger
Department Contact Email Address:	Matt.Boger@austintexas.gov
Department Contact Telephone:	512-974-1202
Invoice Address:	WPDInvoices@austintexas.gov
Responsible Department:	Building Services Department
Department Contact Person:	Marty James
Department Contact Email Address:	Marty.James@austintexas.gov
Department Contact Telephone:	512-974-3519
Invoice Address:	BSDAPInvoices@austintexas.gov
Responsible Department:	Public Works Department
Department Contact Person:	John Robinson
Department Contact Email Address:	John.Robinson@austintexas.gov
Department Contact Telephone:	512-974-6519
Invoice Address:	PWDPurchasing@austintexas.gov
Project Name:	Maintenance & Repair of Pumps, Re-Irrigation and Irrigation Systems
Contractor Name:	H3LRS, LLC dba Divided Water Services
Contract Number:	MA 6300 NA210000160
Contract Period:	08/30/2021 – 08/30/2023
Dollar Amount	\$894,000.00
Extension Options:	Three 12-month options at \$447,000/option
Requisition Number:	RQM 6300 21012800345
Solicitation Type & Number:	RFP 6300 JOG3011

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

Sincerely,

Jo Gutierrez
Procurement Specialist III
City of Austin
Purchasing Office



Offer and Certifications

Solicitation No.
RFP 6300 JOG3011

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OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **H3LRS, LLC dba Divided Water Services**

Company Address: **PO Box 253**

City, State, Zip: **Kingsbury, TX 78638**

Company's Austin Finance Online Vendor Registration No. **V00000956401**

Company's Officer or Authorized Representative: **Rollin Heller**

Title of Officer or Authorized Representative: **President**

Email: **info@dividedwaterservices.com**

Offeror's Phone: **830-639-4759**

Offeror's Signature: _____

Date: **5/7/2021**

OFFER: The above signed, 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 Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 6300 NA210000160

Printed Name of City's Authorized Procurement Staff: Matthew Duree

Title of City's Authorized Procurement Staff: Procurement Manager

Signature: Matthew Duree

Digitally signed by Matthew Duree
Date: 2021.08.31 07:27:53 -05'00'

Date: _____

Email: matt.duree@austintexas.gov

Phone: 512 974 2500

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. 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.
2. 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.
3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

Offeror. The term "Offeror", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where
Nonresident Bidder's Principle Place of Business is located.

(State)

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority
of the Equipment, Supplies and/or Materials were manufactured

(State)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS** Offeror's Physical Address.

☐ **BRANCH OFFICE** _____
(Physical Address of Offeror's Headquarters or Branch Office)

(Check One)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☐ **Yes**

☒ **No**

(Check One)

Benefit to the City. In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

SUBCONTRACTING UTILIZATION FORM

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	H3LRS, LLC dba Divided Water Services		
City Vendor ID Code	V00000956401		
Physical Address	1075 Gander Slough Rd		
City, State Zip	Kingsbury, TX 78638		
Phone Number	830-639-4759	Email Address	info@dividedwaterservices.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form , and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan , shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract			

Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Rollen Heller President
Name and Title of Authorized Representative (Print or Type)

[Signature] 5/7/2021
Signature/Date

SUBCONTRACTING UTILIZATION PLAN

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.
- ☐ **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.

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

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> 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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> 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
		<input type="checkbox"/> Phone OR <input type="checkbox"/> 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

CITY OF AUSTIN, TEXAS

LIVING WAGES CONTRACTOR CERTIFICATION

(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 3.6 Contract Terms and Condition) 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
Rollin Heller	DWS	prime	43.88	Owner/Technician
Trey Caraway	DWS	prime	34.02	Supervisor/Technician
Chip Caraway	DWS	prime	22.68	Technician
Kevin Johnson	DWS	prime	18.02	Technician

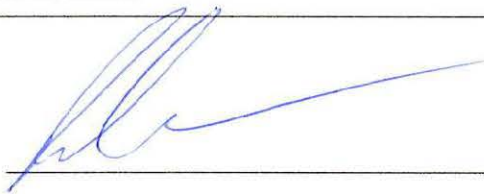
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of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

Signature of Officer
or Authorized
Representative:



Date: 5/7/2021

Printed Name: Rollin Heller

Title: President

Reference Sheet

Responding Company Name Divided Water Services

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

SEE ATTACHED

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



Solicitation COVER SHEET

Solicitation No.
RFP 6300 JOG3011

IDENTIFICATION

Number	RFP 6300 JOG3011
Title	Maintenance & Repair of Pumps, Re-Irrigation and Irrigation Systems
Summary	The City of Austin seeks a qualified Contractor for routine maintenance services, ad hoc repair services, and replacement parts, of the hardware in use in the City's re-irrigation water quality ponds and landscape irrigation systems within the tree planter boxes located at various right-of-way locations within the City of Austin limits and extra territorial jurisdiction.
Type	Request for Proposals (RFP)
Version (Addenda)	2

AUTHORIZED CONTACT PERSONS

Primary	Jo Gutierrez, Procurement Specialist III; (512) 974-2827; jo.gutierrez@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	May 11, 2021, 2:00 PM, Central Time
Notes	See Solicitation Instructions, 5 Offer Submission.

OFFER OPENING

Date and Time	May 11, 2021, 3:00 PM, Central Time
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	May 4, 2021, 5:00 PM, Central Time
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

PRE-OFFER CONFERENCE

Conference (Yes/No)	Yes
Mandatory (Yes/No)	No
Date and Time	April 26, 2021 at 1:30 PM, Central Time
Location	Due to the current Pandemic circumstances, the City will not be holding an On-Site Pre-offer Conference. Instead, the City will conduct the Pre-Bid Conference via Live TEAMs Meeting Teleconference Number: 1-512-831-7858, Conference ID: 846 972 293#
Notes	N/A

PUBLISHED

Date	April 19, 2021
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – RFP 6300 JOG3011 Includes the following:</u>		April 19, 2021
<u>Solicitation Cover Sheet</u>	3	May 4, 2021
<u>Solicitation Instructions</u>	10	April 19, 2021
<u>Terms and Conditions</u>	19	April 19, 2021
<u>Scope of Work</u>	9	April 19, 2021
<u>Pricing Submittal VERSION 3– RFP 6300 JOG3011 – Complete and return</u>	2	May 4, 2021
<u>Offer and Certifications – RFP 6300 JOG3011 – Complete and return</u>	20	April 19, 2021
<u>Attachment A – WPD Pond Locations</u>	2	April 19, 2021
<u>Attachment B – Repair Report</u>	1	April 19, 2021
<u>Attachment C – Equipment Inventory List</u>	1	April 19, 2021
<u>Attachment D – PWD's List of Planter Boxes</u>	1	April 19, 2021
<u>Attachment E – BSD's List of Re-Irrigation Ponds</u>	11	April 19, 2021
<u>Addendum No. 1 – Complete and return</u>	1	April 30, 2021
<u>Addendum No. 2 – Complete and return</u>	1	May 4, 2021

NIGP CODES**COMMODITY CODES**

Code	Description
93662	Pumps and Pump Accessories Maintenance and Repair

93663

Pumps, Vertical, Maintenance and Repair



Solicitation INSTRUCTIONS

Solicitation No.
RFP 6300 JOG3011

1 REQUEST FOR PROPOSALS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Proposals to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Request for Proposals ("RFP" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this RFP is the Competitive Sealed Proposals process. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer, a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.3 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.

- 4.4 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
- 4.5 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Proposal contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.6 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.7 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror 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 Subcontractor Utilization Plan as approved by the City (the “Plan”).
- 4.8 Living Wages.** 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.
- 4.9 Pricing Requirements – Non-Specified Items.**
- 4.9.1** The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Non-Specified Parts Section.
- 4.9.2** Offeror shall propose a percentage markup to their cost.
- 4.9.2.1** The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 4.9.2.2** The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer’s product line shall be priced by taking the stated list price and applying that percentage discount or markup.
- 4.10 Hazardous Materials.**
- 4.10.1** If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- 4.10.2** Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 4.10.3** The SDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.
- 4.11 Published Price Lists.**
- 4.11.1** Offerors may quote using published price lists in the following ways:
- 4.11.1.1** Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
- 4.11.1.2** Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

- 4.11.2** Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- 4.11.3** The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- 4.11.4** The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- 4.11.5** Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

- 5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
- 5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.
- 5.1.3 Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.
- 5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.
- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFP 6300 JOG3011	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 6300 JOG3011

P.O. Box 1088
Austin, Texas 78767-8845

124 W 8th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.**
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Special procedures due to 2020 COVID-19 Pandemic.**
- 5.3.1 Confirmation of Submittals –** Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 Withdrawing Hardcopy Offers –** Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov
- 5.3.3 Solicitation Openings -** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare Offers based on groups or categories and will choose the basis of competition that best meets the City's needs for the resulting contracts. The basis of competition for each RFP will be described in section 11, Evaluation of Offers below.
- 6.2 Minimum Responsiveness.** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation's Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.
- 6.3 Responsibility.** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. An Offer may be rejected if an Offeror is determined to not be responsible.

- 6.4 Clarifications.** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
- 6.5 Evaluation.** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Proposal submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Solicitation. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.
- 6.6 Discussions and Proposal Revisions.** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
- 6.7 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Proposals participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject any or all Offers; (ix) procure any goods or services included in this Solicitation by other means; (x) consider

and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xi) reject an Offer if prices in the Offer are unbalanced (some prices are significantly high and other prices are significantly low) and/or (xii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.

8.4 Protests. The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

8.4.1 Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.

8.4.2 Protests regarding the evaluation of Proposals. Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsive. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Proposal.

8.4.3 Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.

8.4.4 You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.

8.4.5 Your protest shall be concise and presented logically and factually to help with the City's review.

8.4.6 When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.

8.4.7 The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

8.4.8 A decision will usually be made within fifteen (15) calendar days after the hearing.

8.4.9 The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.

8.4.10 When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

8.5 Interested Parties Disclosure. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful

Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

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.

“Addendum” means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.

“Best Offer” means the best evaluated Offer in response to a Request for Proposals or Request for Qualifications/Statements.

“Best Offeror” means the Offeror submitting the Best Offer.

“City” means the City of Austin, a Texas home-rule municipal corporation.

“Offer” means a complete signed response to a Solicitation including, but not limited to, a Request for Proposals.

“Offeror” means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.

“Proposal” means a complete, properly signed Offer to a Request for Proposals.

“Proposer” means a person, firm, or entity that submits an Offer in response to a Request for Proposals.

“Purchasing Office” refers to the Purchasing Office in the Financial Services Department of the City.

“Purchasing Officer” means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

“Request for Proposals” means all documents utilized for soliciting Proposals.

“Responsible Offeror” means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Request for Proposals or RFP.

10. PROPOSAL SUBMITTALS

10.1 Executive Summary. Provide an Executive Summary that summarizes your RFP response and confirms that the Proposer will comply with the requirements, provisions, terms, and conditions specified in this solicitation. The Executive Summary should be in the form of a standard business letter on official business letterhead and signed by an authorized representative of Proposer. Include the complete name and address of your firm, telephone number, and email address of the person the City of Austin should contact regarding your firm’s response.

10.2 Authorized Negotiator: Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- 10.3 Business Organization** - Provide full name and address of your organization and identify parent company, if you are a subsidiary. Specify the branch office or other subordinate elements which will perform, or assist in performing, work under this contract. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which your company is incorporated or licensed to operate.
- 10.4 Project Concept and Strategy.** Provide a project concept and strategy, demonstrating in detail your understanding of the requirements presented in the Scope of Work of this RFP. Describe in detail your plan for accomplishing the required pump hardware maintenance & repair of re-irrigation and irrigation systems and forestry tree boxes. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate our proposal.
- 10.5 Proposer Experience.** The Proposer shall provide written documentation verifying that your company has a minimum of five (5) years of experience successfully performing similar services as described in the Scope of Work. The Proposer shall provide a description of their qualifications to assume the responsibilities required for this opportunity. The Proposer, in order to demonstrate their expertise, abilities, and compliance to the minimum qualification, may provide a descriptive letter, outline, summary, or synopsis of their experience in performing pump hardware maintenance & repair of re-irrigation and irrigation systems and forestry tree boxes. Experience shall include in depth detail on repairing pond pumps of different makes and models.
- 10.5.1 Personnel Structure.** Names and Qualifications of all professional personnel who will be assigned to this project. Identify assigned employees by name and title. Provide all resumes of Contractor and staff to demonstrate a minimum of five (5) years of continuous experience with maintenance and repair of re-irrigation and irrigation systems. The submitted experience shall be for work of the same size and scope as this solicitation. Resumes shall demonstrate also that Contractor and staff are qualified to perform pump hardware maintenance & repair of re-irrigation and irrigation systems and forestry tree boxes. Supporting documentation such as licenses, certifications, memberships, summary of corporate history, and web address shall be included. Documentation shall also include length of time in business and years of experience in maintenance and repair of re-irrigation and irrigation systems.
- 10.5.2 References.** Contractor shall submit a reference sheet with at least five (5) references for projects performed going back at least five (5) years which demonstrate Contractor's ability to perform work of similar size and scope as described in this RFP. Along with contact information of company(s), which include contact name, physical address, and contact phone number; that Contractor performed similar services for. Also include in reference sheet pictures of past projects and detailed information of said projects and how it relates to the work described in this solicitation. In lieu of pictures Contractor may submit physical address of project sites for past work performed. Other sufficient relevant experience may be acceptable to City.
- 10.6 Price Proposal.** Provide pricing in accordance with Price Sheet. Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis.
- 10.7 Local Business Presence** - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. 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. Any Offers with subcontracting not indicating specific percentages or dollar amounts will not receive Local Business Presence points for subcontracting.

10.8 Service-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.

11. Evaluation of Offers

11.1 Evaluation Factors

RFP Evaluation Factors		Maximum Points														
Project Concept and Strategy. Refer to Section 10.4.		40														
Proposer Experience, Personnel Structure and References. Refer to Sections 10.5 - 10.5.2		25														
Price Proposal. Refer to Section 10.6.		22														
Local Business Presence		10														
<table><tr><th>Team’s Local Business Presence</th><th>Points Awarded</th></tr><tr><td>Local business presence of 90% to 100%</td><td>10</td></tr><tr><td>Local business presence of 75% to 89%</td><td>8</td></tr><tr><td>Local business presence of 50% to 74%</td><td>6</td></tr><tr><td>Local business presence of 25% to 49%</td><td>4</td></tr><tr><td>Local presence of between 1 and 24%</td><td>2</td></tr><tr><td>No local presence</td><td>0</td></tr></table>			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
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															
Service-Disabled Veteran Business Enterprise		3														
Total		100														

11.2 Interviews and/or presentations, 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, demonstrations, or discussions 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
TERMS AND CONDITIONS**

The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. 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 holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all** Subcontracting 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.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN
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- 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (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:

**CITY OF AUSTIN
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- 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.

1.6 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.

1.7 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, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
 - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three 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.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 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. If 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.

1.10 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.

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1.11 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 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.

1.15 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.

1.16 DELAYS:

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

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1.17 FORCE MAJEURE:

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.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

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- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
- i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. 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 assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information 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 in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

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- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are 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.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract 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.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

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1.22 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.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure 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

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not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.29 WAIVER:

The 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.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 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.

1.32 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 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 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 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 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 consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.33 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, 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.

1.34 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.

1.35 HOLIDAYS:

The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 18
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

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Christmas Day	December 25
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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.

1.36 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.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently 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 Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 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. **Non-Retaliation:** 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.
- C. **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.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

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Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, 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 §2271.001.
- B. If the Contractor qualifies as a “company”, then the Contractor verifies that he:
 - i. does not “boycott Israel”; and
 - ii. will not “boycott Israel” during the term of this Contract.
- C. The Contractor’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 2271 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.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor 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 Subcontractor 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 no later than the 10th 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 and services 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

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- 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 follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11
- 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 10 calendar days after receipt of payment from the City.

1.43 NON-SPECIFIED ITEMS:

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Non-Specified Items Section. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

1.44 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 (twelve) of calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25% (twenty-five) percent for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time

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unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original Contracted price (the Solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or Contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification:

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor	
Series ID: WPU5511	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: NA	
Description of Series ID: Repair and Maintenance	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

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

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

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

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

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1.45 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:

(applicable when an MBE/WBE Compliance Plan is required)

The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein no later than the tenth calendar day of each month.

1.46 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- 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 authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 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 exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

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- 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 greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.
- 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. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
 - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$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. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) 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. 30 Day's 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:** 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. 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.

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Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

1.47 HAZARDOUS MATERIALS:

- A. If this Contract involves hazardous materials, the Contractor shall provide the City the Safety Data Sheets (SDS) on all chemicals and hazardous materials being used, specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the SDS is grounds for the City to terminate this Contract immediately.
- C. The SDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.

2 SERVICES

2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

2.2 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. Illegally use or possess a firearm, 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 illegally 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.

2.3 GUARANTEE – SERVICES:

**CITY OF AUSTIN
TERMS AND CONDITIONS**

The Contractor warrants and represents that all services to be provided to 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 following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from final acceptance. 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 the services warranty 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 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.
- 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.

2.4 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 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.

2.5 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.

2.6 LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- 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.
- 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.

2.7 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City Department building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

**CITY OF AUSTIN
SCOPE OF WORK
MAINTENANCE & REPAIR OF PUMPS,
RE-IRRIGATION AND IRRIGATION SYSTEMS**

SOLICITATION NO.: RFP 6300 JOG3011

1.0 PURPOSE

This specification establishes the minimum requirements for the purchase of routine maintenance services and *ad hoc* repair services, including the provision of replacement parts, of the hardware in use in the City's re-irrigation water quality ponds ("Ponds") and landscape irrigation systems within the tree planter boxes located at various right-of-way (ROW) locations within the City of Austin limits and extra territorial jurisdiction (ETJ). The City of Austin ("City"), Watershed Protection Department (WPD), Public Works Department (PWD) and Building Services Department (BSD), seeks proposals from qualified and experienced providers ("Contractor"). Contractor is required to meet all specifications listed herein as minimum requirements and is required to submit a firm fixed cost for all services deliverable under the terms of this solicitation.

The City is currently responsible for the proper functioning of forty-five (45) Ponds located within Austin City limits and the Extra Territorial Jurisdiction and one hundred thirty-nine (139) tree planter boxes. Background information related to the ponds and tree planter boxes will be provided via email including the following:

- a. Construction plans with re-irrigation system and pump detail for ponds.
- b. Arial shots of the pond location and tree planter box locations
- c. GPS template (shape file)
- d. Current Pump Inventory list

Attachment "A" contains a list of the ponds with their file names, and an electronic notebook with the pond information will be provided. For purposes of this solicitation, bidders shall only be able to read the files. The successful Contractor shall be given access to write to the file upon contract award.

The City Public Works Forestry (PWF) is currently responsible for maintenance and repair of tree and landscape irrigation systems used by Public Works Forestry (PWF). The City reserves the right to increase/reduce the number of visits during the contract period, as it deems necessary. The City also reserves the right to add/delete locations as it deems necessary.

Attachment "D" contains a list of the tree box locations. For purposes of this solicitation, bidders shall only be able to read the files. The successful Contractor shall be given access to write to the file upon contract award.

2.0 TERM OF CONTRACT

This contract shall remain in effect for an initial term of 24-months or the City terminates the Contract. This Contract may be extended beyond the initial term for up to three (3) additional 12-month periods at the City's sole option.

The City reserves the right to add or remove City departments at the City's discretion.

3.0 APPLICABLE SPECIFICATIONS

3.1 City of Austin, Environmental Criteria Manual, Section 1.6.3, C4:

https://library.municode.com/tx/austin/codes/environmental_criteria_manual?nodeId=S1WAQUMA_1.6.0D_EGUWAQUCO_1.6.3MACORE

3.2 City of Austin, Environmental Criteria Manual, Section 1.6.7.5.a.

- 3.3 All of the Contractor's operations shall comply with all Federal, state, county and City laws, regulations, and applicable ordinances including all safety and environmental laws. Any regulation not specifically stated in this solicitation, but clearly necessary for performance of the work under any resulting Contract, is included.
- 3.4 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to bidders, since manufacturers and trades involved are assumed to be familiar with their requirements. The City shall furnish upon request the locations where copies of the specifications and standards referred to may be obtained.
- 3.5 Contractor shall comply with all applicable Federal, state and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations.

4.0 **CONTRACTOR'S QUALIFICATIONS**

- 4.1 Contractor shall have an electronic automated system to communicate with the City such as Box.com or an agreed upon equivalent system on their workstation(s) in order to provide records.
- 4.2 Contractor shall provide on-site repair and maintenance services at the locations listed in Attachment A and D.
- 4.3 Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone or pager number for accessibility. A space on the Price Sheet is available for this purpose.
- 4.4 Contractor shall electronically document all routine maintenance and repair work done at the Ponds and tree planter boxes. This includes but not limited to using pictures, invoices, and receipts.
- 4.5 Contractor shall provide all labor, parts, equipment, materials, tools and transportation required to perform routine maintenance and ad hoc repair/replacement of equipment used in the Ponds and tree box/planter irrigation systems, and in future ponds and tree box/planter irrigation systems added to the Scope after any resulting contract is issued. These additional ponds and tree box/planter irrigation systems shall be added to the contract via amendment.
- 4.5 Contractor shall have a minimum of five (5) contiguous and recent year's full-time experience of the same size and scope laid out in this solicitation.
- 4.6 All work shall be performed by Contractor's direct employees or sub-contractors. Contractor's staff and sub-contractors working on any resulting contract shall have, at a minimum, the following qualifications (minimum five (5) recent and contiguous years of experience, full time):
 - 4.6.1 Contractor shall provide an irrigation service provider license with the Offer.
 - 4.6.2 Knowledge and ability to manage and troubleshoot the Programmable Logic Controller hardware, transducers, amp sensors, timing relays and irrigation adapted hardware add on systems (e.g., "Rain Bird")
 - 4.6.3 Knowledge and experience to complete any required modifications (e.g. simplifying an overly complicated control panel) as required by the City.
 - 4.6.4 Knowledge and experience maintaining non-potable irrigation systems and componentry. This includes but not limited to irrigation sprinkler heads, irrigation distribution lines, valves, and irrigation zone controllers.
 - 4.6.5 Knowledge and ability to manage the Programmable Logic Controller hardware, transducers, amp

sensors, timing relays and irrigation adapted hardware add on systems (e.g., "Rain Bird").

- 4.6.6 Knowledge of City of Austin (COA) code and criteria related to the operation of these systems specifically COA ECM 1.6.7.5.a.
- 4.6.7 Provide resume listing experience maintaining systems that are required to meet COA ECM 1.6.7.5.a.
- 4.7 Contractor shall be capable of pulling the pump/motor system from a well and performing appropriate construction/repair *in situ*, serviced by Contractor or a City approved sub-contractor.
- 4.8 Contractor shall have an electrician on retainer to be utilized as needed or requested. The electricians license number shall be provided with the proposal.

5.0 SAFETY

- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide appropriate protection to prevent damage, injury or loss to all persons and property that may be affected by the work.
- 5.2 Contractor's employees shall wear safety vests, protective glasses, and all other OSHA required safety Equipment
- 5.3 Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose actions any of them may be liable, shall be remedied by Contractor.
- 5.4 Contractor shall prepare and deliver to the City's Contract Manager or designee at contract Kick-off meeting and throughout the life of the contract updated periodically, a Safety Work Plan to be used by Contractor.
- 5.5 Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of the City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.
- 5.6 Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required for exchange between or among employees at the site in accordance with laws and regulations. Safety data sheets may be uploaded via Box.com or emailed to City's Contract Manager or designee.
- 5.7 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.
- 5.8 Contractor shall report to the City, within two (2) hours of occurrence, any damage done by Contractor's employees to City or private property and or a personal injury. This verbal notification shall be followed up within five (5) calendar days of the incident with written notification and investigation of the incident, including any disciplinary actions. Damage to property or loss of vegetation shall be successfully replaced or repaired by the Contractor at no cost to the City, and within a period of time that is mutually agreed upon between Contractor and City.
- 5.9 If there is an altercation with a citizen or an accident involving injury to any individual on or near the work, Contractor shall notify the City within two (2) hours by phone of the incident after insuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, and other documentation that describes the event. Copies of such documentation shall be

provided to the City within forty-eight (48) hours of the event.

- 5.10 Contractor shall have two (2) 5 lb. fire extinguishers on hand and readily accessible if any welding and/or the use of a gas cutting torch is required.

6.0 MATERIAL REQUIREMENTS

- 6.1 Materials covered by this specification shall be new in appearance and function, and have never been used, Original Equipment Manufacturer (OEM). Remanufactured or refurbished products are unacceptable.
- 6.2 Materials shall be fit for the purpose, equal to or better than the parts they are replacing, free from defect, and shall come with full manufacturer's warranty. In some cases, current equipment may need to be upgraded as it is insufficient to perform the work required. Contractor shall provide a written explanation of the upgrade requirement prior to performing the work.
- 6.3 Any equipment removed from any pond/pump or irrigation/sprinkler system location that is no longer repairable/ serviceable shall NOT be used on any other Pond or irrigation/sprinkler system. Contractor shall provide serial identification number for any NON repairable/serviceable equipment. Equipment (i.e. Spent pumps, motors, and irrigation heads) shall be removed and disposed of properly by Contractor per applicable regulations/standards.

7.0 PERFORMANCE REQUIREMENTS

The Ponds' and irrigation sprinkler system hardware maintenance and any necessary repair shall be handled by the Contractor, working under City direction. Contractor shall provide the City with all documentation necessary to demonstrate the work accomplished at each pond and irrigation/sprinkler system for every visit to said locations. Documentation shall be uploaded to Box.com or pre-approved equivalent electronic automated system within 7 business days of site visit. Contractor shall also email the City Contractor Manager or designee to notify and confirm the documentation is uploaded. The City reserves the right to add to and delete Pond and irrigation/sprinkler locations.

7.1 GENERAL REQUIREMENTS

- 7.1.1 Contractor shall obtain and pay for any required City permits prior to performing modifications, repairs, and or new installs (e.g., electrical, trenching, irrigation lines.) A copy of each permit shall be uploaded to Box.com or via email within one business day of issuance.
- 7.1.2 Contractor shall call Austin Energy at 811 prior to the start of the work if any work will include excavation. Contractor shall provide confirmation of 811 call via email or Box.com.
- 7.1.3 If the Contractor discovers intrusive brush/trees, larger debris or trash (e.g., couch or fallen tree) or dead animal, Contractor shall immediately contact the City Contract Manager or designee to arrange its removal. The Contractor shall mark the vegetation, trees, or large trash with a yellow ribbon tape such that it can be seen from a distance of 15 feet.
- 7.1.4 The Contractor shall notify the City Contract Manager or designee within 48 hours of discovery of hazard (e.g. beehive or other type of pests). The Contractor shall not use any type of pest control at the Ponds or irrigation/sprinkler system locations.
- 7.1.5 Contractor shall Within 2 hours upon discovery at the Ponds of suspected hazardous waste spills or any hazardous situation, condition, or structure the Contractor shall contact the City's Spills & Complaints Program at (512) 974-2550.
- 7.1.6 Contractor shall consult on Pre-Construction / Post Construction and Final walk through meetings on new re-irrigation Ponds. These meetings (each a minimum of one hour) are expected to occur at most twice per year. Some years will have no meetings.

7.2 REGULAR VISITS

- 7.2.1 Contractor shall perform a minimum of four (4) annual maintenance visits to each pond. During each of the four (4) annual maintenance visits to each Pond, the Contractor shall inspect the motor, pump, control panel, irrigation equipment, and miscellaneous hardware at the Ponds. Two (2) inspections per annum shall occur during regular (non-rain) events, and two (2) inspections per annum shall occur after a qualified post-rain event. A post-rain event shall be defined as a minimum of ½" of rain over twelve (12) hours.
- a. Regular two (2) annum maintenance visits (non-rain) shall be performed at a mutually agreed date and time. The Contractor shall submit a regular maintenance schedule for the City Contractor Manager or designee's approval. The schedule shall include the Pond flag number, location, date and time. Upon approval the City will issue a purchase order to the Contractor.
 - b. Two (2) annum inspection after qualified post-rain event as defined above shall be performed at a mutually agreed date and time.
- 7.2.2 In addition to the requirements in section 4.11.2.1 above, at each "post-rain event" visit Contractor shall:
- a. Perform a system-wide inspection to determine if the system is functioning optimally at a minimum according to each Pond's design specification. Contractor shall review the notebooks and equipment manuals to determine the optimal operating level.
 - b. Inspect the functionality of all irrigation heads, controllers, valves and pipelines, weather permitting. In particular, Contractor shall determine if any sprinkler heads are broken, clogged, or not spraying properly, and that irrigation lines are not clogged and/or broken.
 - c. Inspect and test pump/motor system including wet well controllers to ensure proper functionality.
- 7.2.3 Contractor shall perform two (2) annual maintenance visits to each irrigation/sprinkler planter box location. During each of the two (2) annual maintenance visits to each irrigation/sprinkler planter box Contractor shall inspect sprinkler heads, irrigation lines, inspect for breaks in lines, equipment, and hardware.
- a. Contractor shall inspect all elements of the system including irrigation controller, sprinklers and irrigation equipment. Contractor shall coordinate with City Contract Manager or designee regarding repairs needed on individual systems.
- 7.2.4 Contractor within seven (7) calendar days of each completed visit Contractor shall update documentation via Box.com or email to City Contract Manager or designee. Documentation required for each pond planter box includes but not limited to pictures, receipts, invoices, emailed purchase receipts.

7.3 DIAGNOSIS AND REPAIR SERVICES

- 7.3.1 Required repairs may be discovered at the initial or subsequent maintenance visits, or at *ad hoc* visits requested by the City.
- 7.3.2 Contractor shall obtain prior written approval and/or purchase order from City Contract Manager or designee for pulling, replacing, modifying, or upgrading any pumps/motors or irrigation/sprinkler system especially if the current pump/motor or part will leave the site. If the pump and motor is being pulled ONLY to be inspected and/or cleaned, prior City approval is not required however; City Contract Manager or designee requires notification if pump/motor or major irrigation system part is leaving site and anticipated date of return of pump/motor or major irrigation system part and reinstallation of the same.
- 7.3.3 Within three (3) business days of diagnosis of the system problem(s), Contractor shall complete a Repair Report - Attachment B including the make/model and cost of all parts required, labor charges, and the anticipated schedule to complete the repair to the City's satisfaction. Repair report shall be uploaded to Box.com or emailed to City Contract Manager or designee.

- 7.3.4 All repairs shall require prior written approval from City Contract Manager or designee.
- 7.3.5 If the Contractor or City discovers a repair deemed to be an emergency by the City, the repair report shall be emailed to the City Contract Manager or designee or uploaded to Box.com within forty-eight (48) hours of discovery and notification. An emergency repair is defined as repair requiring immediate attention to prevent a safety hazard or extensive damage to the Ponds' hardware or to public and/or private property.
- 7.3.6 When applicable the Contractor shall remediate all disturbed ground area back to original condition, back- filling holes and tamping sufficiently per the Criteria Manual sited in Section 3.1 above.
- 7.3.7 Within ten (10) calendar days of completion of the repair, Contractor shall upload the final repair report in Box.com or emailed to the City Contract Manager or designee.
- 7.3.8 When suggested by the Contractor or requested by the City Contract Manager or designee, the Contractor shall make any required modifications (e.g., simplifying an overly complicated control panel).

7.4 ADDING PONDS/PLANTER BOX LOCATIONS TO THE LIST

As new Ponds or Planter Box locations are added to the Contract, the City Contract Manager or designee will upload new site information and pond re-irrigation or planter box irrigation/sprinkler system hardware to Box.com or email to Contractor designated representative. Subsequent inspections and maintenance on the new location/site will follow procedures listed in this contract.

7.5 SCHEDULE AND WORK HOURS

- 7.5.1 Contractor shall meet with the City and complete a Kick-off meeting within ten (10) business days of notification of contract award, or as otherwise mutually determined by the City Contract Manager or designee, and the Contractor.
- 7.5.2 Though services shall mostly occur during regular business hours (Monday through Friday, 6:30am to 5:00pm), Contractor shall be able to perform work 24 hours a day, 365 days a year. In an urgent situation (imminent danger of damage to the Ponds' hardware or to public and/or private property), Contractor shall provide two (2) hour on-site response upon notification by the City Contract Manager or designee.
- 7.5.3 Contractor shall schedule maintenance visits equally spaced throughout the year as possible. If a significant rain event occurs during extended periods of draught, Contractor shall attempt to visit as many of the Ponds as possible to perform weather dependent testing. **It is desired that the Contractor perform one (1) regular and one (1) rain event inspection per pond every six (6) months, weather permitting.**
- 7.5.4 Contractor shall return the City's notification call of an *ad hoc* repair within one (1) business day.
- 7.5.5 Contractor shall complete all repairs within three (3) business days of receiving all necessary parts. Parts ordered and received dates shall be provided via Box.com or email as requested by the City Contract Manager or designee. The City recognizes that some repairs will take longer than 3 days and in those cases the Contractor shall communicate completion dates with the City Contract Manager or designee.

7.6 PARTS

- 7.6.1 Parts shall be of the same type and manufacturer as originally installed or a similar part approved by the City Contract Manager or designee.
- 7.6.2 All parts shall be new Original Equipment Manufacturer (OEM), unused, and meet all applicable OEM standards. Contractor will include in bid submittal a statement of warranty for workmanship and materials.

8.0 CONTRACTOR'S PERSONNEL

- 8.1 If Contractor's personnel change, the City has the right to approve any new staff member prior to beginning work on this contract.
- 8.2 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be marked on an outer garment or worn on the outer garment.
- 8.3 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

9.0 CONTRACTOR'S EQUIPMENT

- 9.1 Contractor shall complete **Attachment "C", Equipment Inventory List**, and include it with their offer. Contractor shall have access to sufficient equipment to perform the work described herein.
- 9.2 All equipment utilized by Contractor to perform the work shall be maintained in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All fuel cans shall be OSHA approved. All chemicals used shall be in their original container and properly labeled.
- 9.3 The City reserves the right to inspect the Contractor's equipment at any time prior to award of this Contract or during the Contract term. Any equipment deemed unacceptable by the City for failures that include, but not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit.
- 9.4 Contractor shall have access to an electronic/hydraulic truck mounted crane/winch system which they own or can rent as needed for maintenance/repairs.
- 9.5 The Contractor's equipment shall not be stored on City property at any time.

10. WARRANTY

- 10.1 Contractor shall provide a minimum of one (1) year warranty on spent pumps, motors and on labor for services provided.
- 10.2 Contractor shall provide, at a minimum, the manufacturer's warranty on equipment on all repair parts. Statement of warranty written on Contractor's letterhead shall be submitted with the completed Repair Report.
- 10.3 In the event a repair proves to be deficient as a result of rainfall, the Contractor shall warrant all repairs to the City's satisfaction.

11. INVOICING AND ACCEPTANCE OF WORK

- 11.1 All work is subject to review and acceptance by the City prior to payment of Contractor's invoice.
- 11.2 Contractor shall invoice no more frequently than once per month.
- 11.3 Multiple Pond visits may be put together on one invoice, including detail backup for work performed. Dates, locations, pond flag number, description/type of visit (regular maintenance, post-rain, or repair) need to be clearly identified on the invoice. The invoice must be itemized to Price Sheet.
- 11.4 Multiple planter box locations may be put together on one invoice with all detail backup.

- 11.5 All visits and work performed shall be signed off on by City Contract Manager or designee.
- 11.6 Contractor shall charge the City for the cost of parts at their discount or markup purchase cost as specified on Price sheet. There is a space on the Price Sheet for designation of the percentage discount or markup.
- 11.7 The City's preference is to have invoices emailed to wpdinvoices@austintexas.gov, pwdpurchaing@austintexas.gov and BSDAPInvoices@austintexas.gov. Public Works Department will not accept USPS mailed invoices.

Watershed Protection Department may accept mailed invoices to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Field Operation
Address	505 Barton Springs
City, State, Zip Code	Austin, Texas 78704

Building Services Department may accept mailed invoices to the below address:

	City of Austin
Department	Building Services Department
Attn:	Accounts Payable
Address	411 Chicon
City, State, Zip Code	Austin, Texas 78702

12.0 **DESIGNATION OF KEY PERSONNEL**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	<u>Name/ Title</u>	<u>Phone Number</u>	<u>Email Address</u>
City Project Manager WPD	Matt Boger	512-974-1202	Matthew.boger@austintexas.gov
City Contract Manager WPD	Josie Archer	512-974-9735	Josephine.archer@austintexas.gov
City Project Manager PWD	John Robinson	512-974-6519	John.robinson@austintexas.gov
City Contract Monitor PWD	Brenda Jimenez	512-974-7955	Brenda.jimenez@austintexas.gov
City Contract Monitor BSD	Marty James	512-974-3519	Marty.James@austintexas.gov
City Contract Procurement Specialist	Jo Gutierrez	512-974-2827	Jo.gutierrez@austintexas.gov

13.0 **CITY'S RESPONSIBILITIES**

- 13.1 The Contract Manager or Department Designee will provide purchase order via email or phone upon service request.
- 13.2 Reserve the right to determine whether to execute individual projects with the selected Contractor or in-house City resources.
- 13.3 Provide a main point of contact to the Contractor.
- 13.4 The City Contract Manager or designee will review sites maintained and or repaired for contract compliance within three to five days of notification via email of maintenance/repair completion.

14.0 **CONTRACTOR'S DELIVERABLES**

Deliverables	Description	Timeline	SOW Reference
Kick-off Meeting	Meeting with the City and Contractor	10 business days after of notification of contract award	Section 7.5.1
Regular Maintenance Visit to Each Pond	The Contractor shall inspect the motor, pump, control panel, irrigation equipment, and miscellaneous hardware at the Ponds.	Every six (6) months, weather permitting.	Section 7.2.1
Post-Rain Inspection to Each Pond	A post-rain event shall be defined as a minimum of ½" of rain over twelve (12) hours.	Every six (6) months, weather permitting.	Section 7.2.1
Site Visit Documentation	Documentation shall be provided via email or Box.com	Within 7 business days of site visit	Section 7.2.4
Repair Notification	Contractor shall return the City's notification call of an ad hoc repair report	1 business day	Section 7.5.4
Repair Report	Contractor shall complete a Repair Report - Attachment B	Within three (3) business days of diagnosis of the system problem	Section 7.3.3
Emergency Repair	An emergency repair is defined as repair requiring immediate attention to prevent a safety hazard or extensive damage to the Ponds' hardware or to public and/or private property.	48-hours	Section 7.3.5
Complete Repairs	Contractor shall complete all repairs	Within three (3) business days of receiving all necessary parts.	Section 7.5.5
Final Repair Report	Contractor shall upload the final repair report in Box.com or emailed to the City Contract Manager or designee.	Within ten (10) calendar days of completion of the repair	Section 7.3.7
Urgent Situation	In an urgent situation (imminent danger of damage to the Ponds' hardware or to public and/or private property)	2-hour on-site response	Section 7.5.2
Report Damage	Contractor shall report any damage done by Contractor's employees to City or private property and or a personal injury.	2-hours of occurrence	Section 5.8
Report hazardous waste spills or any hazardous situation	Upon discovery at the Ponds of suspected hazardous waste spills or any hazardous situation, condition, or structure the Contractor shall contact the City's Spills & Complaints Program at (512) 974-2550.	Within 2-hours upon discovery	Section 7.1.5
Safety Work Plan	Contractor's Safety Work Plan	Kick-off meeting and updated periodically.	Section 5.4

15.0 **ATTACHMENTS**

Attachment A – WPD Pond Locations
Attachment B - Repair Report
Attachment C - Equipment Inventory List
Attachment D - PWD's List of Planter Boxes
Attachment E - BSD's List of Re-Irrigation Ponds

ATTACHMENT A

WPD POND LOCATIONS

CONTROL_TYPE	PROJECT_NAME	STREET_ADDRESS	LEGACY SITE ID	MAXIMO ASSET NUMBER
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 York Bridge Cir	R00747	1205199
RETENTION/IRRIGATION	Parkstone P.U.D.	2112 1/2 CERCA VIEJO WAY	R00512	1205200
RETENTION/IRRIGATION	Hielscher Section 4	6620 1/2 LACROSSE AVE	R00633	1205852
RETENTION/IRRIGATION	Hielscher Section 5		R00684	1204893
RETENTION/IRRIGATION	Sunset Addition	7335 Pusch Ridge Loop	R00469	1205783
RETENTION/IRRIGATION	Mountain Shadows Village	8908 Mountain Shadows Cv	R00721	1205789
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6A	14620 OLIVE HILL DR	R00601	1205792
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00570	1205162
RETENTION/IRRIGATION	Hielscher Section 7	6801 Hansa Loop	R00705	1205163
RETENTION/IRRIGATION	Parkstone P.U.D.	2104 1/2 Real Catorce	R00511	1207238
RETENTION/IRRIGATION	Hielscher Section 14	End of Magenta Lane	R00731	1206066
RETENTION/IRRIGATION	Hielscher Section 14	Magenta lane near Viridian lane	R00732	1206070
RETENTION/IRRIGATION	LaCrosse Section 1	10901 Capstone Dr	R00769	1206071
RETENTION/IRRIGATION	Lantana Single Family Section 1	7120 1/2 Othello Cv	R00807	1206084
RETENTION/IRRIGATION	Parkstone P.U.D.	1804 1/2 Real Catorce	R00513	1206371
RETENTION/IRRIGATION	Lantana Section 3	7812 1/2 MENLER DR	R01118	1206372
RETENTION/IRRIGATION	Hielscher Section 10	11002 1/2 Pairnoy Ln	R00686	1206374
SEDIMENT/FILTRATION/IRRIGATION	Oak Hill Branch Library	5125 CONVICT HILL RD	R01352	1207405
RETENTION/IRRIGATION	Heights at Loma Vista Ph 1		R00790	1206640
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 YORK BRIDGE CIR	R00748	1206641
RETENTION/IRRIGATION	Hielscher Section 5	11625 1/2 Spruce Canyon Dr	R00685	1206642
SEDIMENTATION/SAND_FILTRATION	Davis Spring 6B	14514 OLIVE HILL DR	R00362	1205836
RETENTION/IRRIGATION	Dick Nichols District Park	8101 BECKETT RD	R01350	1205821
RETENTION/IRRIGATION	Heights at Loma Vista Phase 1	6912 1/2 VIA RICCO DR	R00789	1205977
RETENTION/IRRIGATION	Parkstone P.U.D.	1902 1/2 REAL CATORCE	R00510	1205984
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6B	9427 Altona Way	R00441	1206079
SEDIMENT/BIOFILTRATION/INFILT	WMS Creek Brodie Lane Water Quality Retrofit	7301 1/2 BRODIE LN	R00102	1206459
SEDIMENT/FILTRATION/IRRIGATION	Lantana Sect 4	7834 1/2 OTEKA CV	R01055	1205188
RETENTION/IRRIGATION	West Gate Blvd Extension	9118 1/2 WEST GATE BLVD		401318955
RETENTION/IRRIGATION	Hielscher Section 12 Phase 2	10806 1/2 ARIOK LN	R00722	1206069
RETENTION/IRRIGATION	Avana, Phase 1, Section 2	12507 1/2 Orba Dr		401409269
BIOFILTRATION	North Village Branch Library	2505 STECK AVE		401312146
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00566	1206068
RETENTION/IRRIGATION	Circle C Ranch, Tract 8A	11324 1/2 ESCARPMENT BLVD		401401648
	Autumn Wood	2600 1/2 DREW LN		401458749
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	8806 Brodie Lane		5000063321
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	1/4 mile west of Brodie on Davis		5000063323

RETENTION/IRRIGATION	Ridgeview Phase 1-A, 1-B, & 1-C	8511 1/2 EVELINA TRL		401312948
RETENTION/IRRIGATION	Avana Phase 1	12513 1/2 ESCARPMENT BLVD		401402424
RETENTION/IRRIGATION	The Preserve at Thomas Springs Road	6701 Thomas Springs Road		5000074631
RETENTION/IRRIGATION	Avana Phase 1, Section 3	End of Padua Drive		5000056931
RETENTION/IRRIGATION	Hielscher Section 5	End of Cusseta Lane	R00683	1205457
RETENTION/IRRIGATION	Lantana Single Family Section 1	5550 1/2 Terravista Dr	R00806	1206357
RETENTION/IRRIGATION	Lantana Single Family Sect 2	End of Bonniebrook Dr	R00841	1206628
RETENTION/IRRIGATION	Hielscher Section 4	10801 1/2 ARIOK LN	R00635	1207237

ATTACHMENT B

City of Austin

REPAIR REPORT

Pond Number _____ Pond Address _____

Date Submitted to the City of Austin: _____

Date Approved or Declined by the City of Austin: _____

Was the Pump Irrigation onsite check list done? ☐ Yes ☐ No

If No. Give a reason for site visit. _____

Did the inspector find any defects? ☐ Yes ☐ No Inspector: _____

If Yes. List the needed repairs below and attach the Quote for Repair document

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Attach pictures to this inspection report as required. City of Austin SPOC reserves the right to add or remove items from approved work plan as conditions warrant.

City of Austin Use ONLY

☐ Approved by City of Austin SPOC

☐ Quote for repair Attached

☐ Declined by City of Austin SPOC ---Give Reason to why it was declined below.

☐ On Site Visit required by SPOC

Signed off by: _____
Signature

Date

ATTACHMENT C

EQUIPMENT INVENTORY LIST

Company Name: _____

[illegible]

ATTACHMENT D - PWD's LIST OF PLANTER BOXES

TABLE 1 PWF IRRIGATION SYSTEMS LOCATIONS

Brazos From Cesar Chavez to 11th	Total Planters	Tree Bubbler	MPR		Rotary		RPZ				
			Rain Bird	Spray Nozzles	Pray Nozzles	Rotor	Controller	Valve	Meter	Master Valve	Backflow Preventer
Barzos from 9th to 10th (East Side)	9	9									
Barzos from 9th to 10th (West Side)	8	8									
Brazos form Cesar Chavez to 2nd (West Side)	5	5						1			
Brazos from Cesar Chavez to 2nd (East Side)	4	4									
Brazos from 10th to 11th (East Side)	4	4									
Brazos from 10th to 11th (West Side)	6	6									
Brazos from 2nd to 3rd (East Side)	8	8									
Brazos from 2nd to 3rd (West Side)	6	6						1			
Brazos from 3rd to 4th (East Side)	6	6									
Brazos from 3rd to 4th (West Side)	6	6									
Brazos from 4th to 5th (East Side)	10	10									
Brazos from 4th to 5th (West Side)	9	9									
Brazos from 5th to 6th (East Side)	5	5									
Brazos from 5th to 6th (West Side)	6	6									
Brazos from 6th to 7th (East Side)	10	10									
Brazos from 6th to 7th (West Side)	5	5									
Brazos from 7th to 8th (East Side)	7	7									
Brazos from 7th to 8th (West Side)	9	9									
Brazos from 8th to 9th (East Side)	10	10									
Brazos from 8th to 9th (West Side)	6	6									

ATTACHMENT E

BSD's List of Re-Irrigation Ponds

BUILDING SERVICES DEPARTMENT LOCATIONS

Sites Contact: Julie Strickland, Facilities Services Specialist
Julie.Strickland@austintexas.gov (512) 974-3980

EMS 11 - FS27: 5401 McCarty LN - Water Controlled Pond with filtration system

EMS 33: 4514 James Wheat - Vegetation Pond

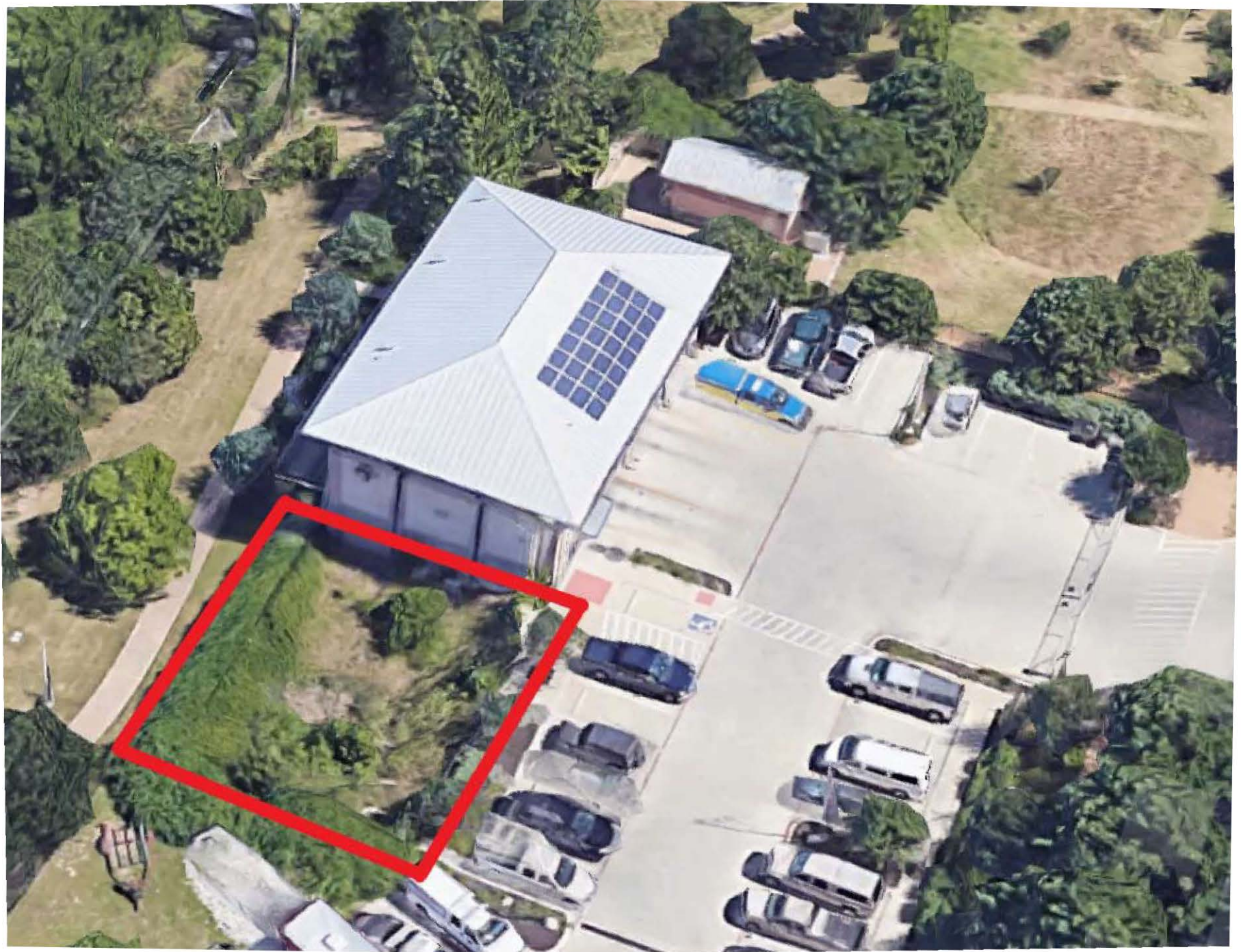
EMS 34 - FS45: 9421 Spectrum - Retention Pond

Public Safety Training Center (PSTC) Campus: 4200 Shaw Ln 78744 - **Three Separate Ponds**

Health and Human Services - Austin Animal Center Betty Dunkerley Campus:
7201 Levander Loop 78702 - **7 Separate Ponds**

RLC - Rutherford Lane Center Campus: 1520 Rutherford Ln 78754 - **2 Separate Ponds**

Pond site examples to follow:







9421 Spectrum Drive





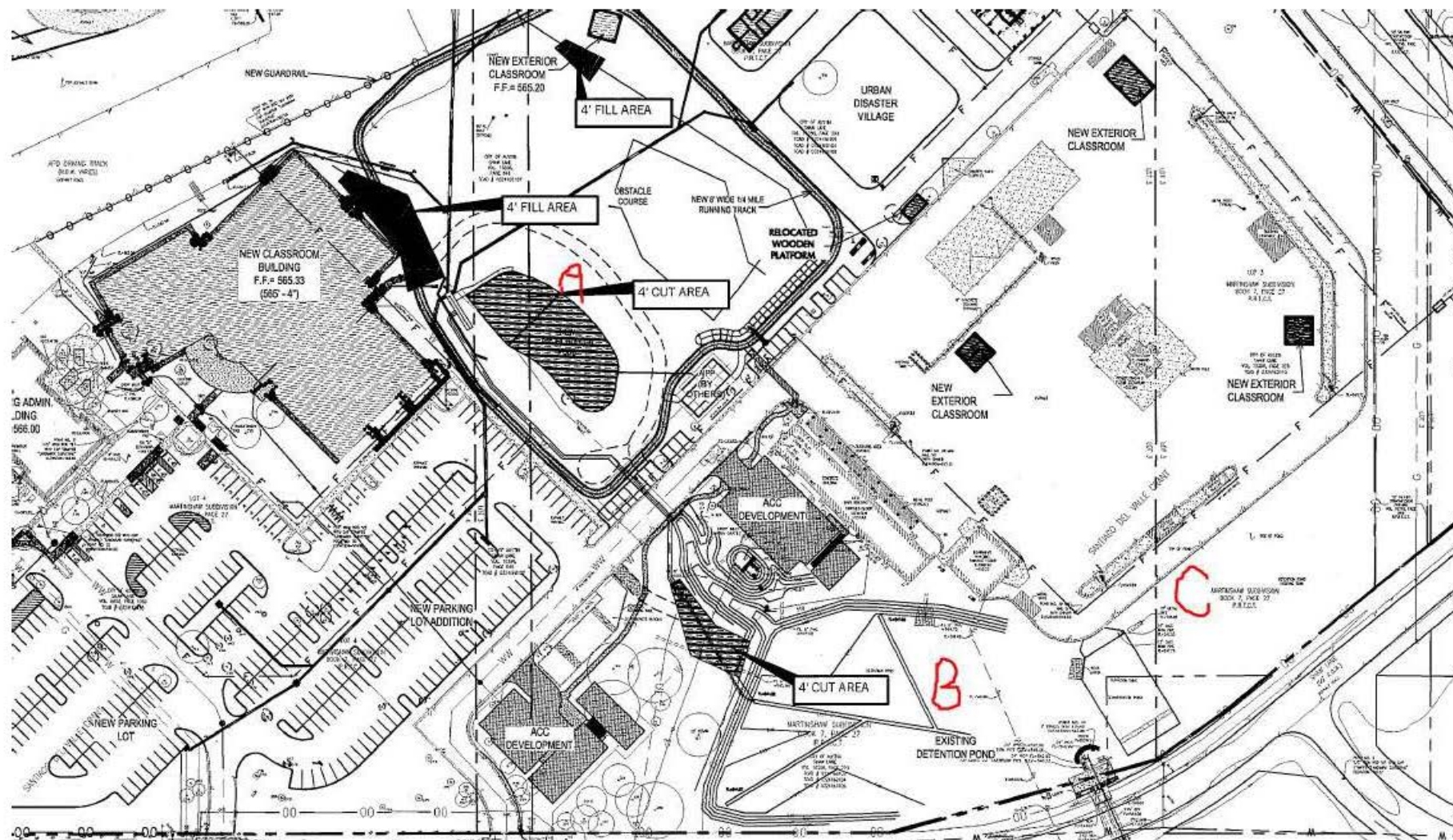












Divided Water Services Re-Irrigation/Irrigation Trade Reference List

Daniel Ryan, P.E.
LJA Engineering, Inc.
TBPE Firm No. F-1386
7500 Rialto Boulevard
Building II, Suite 100
Austin, TX 78735
Ph: 512-439-4702

Danny Miller
LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Ste. 100
Austin, TX 78735
512-439-4700 Office
512-789-7485 Mobile

Hanover Construction
Attn: Jonathan Thurston
2800 Kirby Dr., Ste. B28
Houston, TX 77098
281-777-0043

Oden Hughes
Attn: David Hilton
901 S. Mopac, BOP III, Ste. 220
Austin, TX 78746
512-813-7131

Fayez Kazi
Civiltude Engineers & Planners
5110 Lancaster Ct
Austin, TX 78723
512-761-6161
512-699-3793

Nhat Ho
Civiltude Engineers & Planners
5110 Lancaster Ct
Austin, TX 78723
512-761-6161
512-905-7919

JE Dunn Construction
Attn: Jack Whaley
1601 S. Mopac, Barton Skyway 2, Ste. 450
Austin, TX 78746
512-987-3755

Reynaldo Torres
AISD – Energy and Water Mgmt
AISD Service Center
5101 E. 51st St.
Austin, TX 78723
512-414-2234

Divided Water Services

Re-Irrigation/Barton Springs Zone Contract Reference List

The Brodie

Attn: Kenny Herrell
8700 Brodie Lane
Austin, TX 78745
512-282-0260

Austin ISD (*12 locations*)

Attn: Sheri Albin
4000 S. IH 35, 4th Floor
Austin, TX 78704
512-414-8961

Hanover Construction

Lantana 28 & 33
Attn: Jonathan Thurston
2800 Kirby Dr., Ste. B28
Houston, TX 77098
281-777-0043

CBRE

Sunset Valley Village
Attn: Cyndi Lessard
9442 Capital of Tx. N., Ste. 170
Austin, TX 78759
512-343-4343

Foundation Communities (*3 locations*)

Attn: Lila Wilds
3000 S. IH 35
Austin, TX 78704
512-735-1605

Cypress Real Estate Advisors

Attn: Katie Daly
1601 S. Mopac, Ste. 150
Austin, TX 78746
512-904-2213

Collings Guitars

Attn: Steve McCreary
11210 W. Hwy 290
Austin, TX 78737
512-288-7776

Rassier Properties

Attn: Chris Rassier
207 San Jacinto Blvd, Ste. 300
Austin, TX 78701
512-574-0204

Extra Space

Attn: Andrea Marshall
9300 Brodie Lane
Austin, TX 78748
512-230-7283

Endeavor Real Estate (*2 locations*)

Attn: Dagoberto Perez
5707 Southwest Pkwy
Austin, TX 78735
512-328-7177

Bell Partners Inc. (*2 locations*)

Attn: Shane Adler
13355 Noel Rd, Ste. 1750
Dallas, TX 75001
512-541-0576

Service-Disabled Veteran Business Enterprise Preference**Offeror Name**

H3LRS, LLC dba Divided Water Services

Additional Solicitation Instructions.

- ☒ 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.
- 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	

- 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.
- 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/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.va.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.

ATTACHMENT A

WPD POND LOCATIONS

CONTROL_TYPE	PROJECT_NAME	STREET_ADDRESS	LEGACY SITE ID	MAXIMO ASSET NUMBER
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 York Bridge Cir	R00747	1205199
RETENTION/IRRIGATION	Parkstone P.U.D.	2112 1/2 CERCA VIEJO WAY	R00512	1205200
RETENTION/IRRIGATION	Hielscher Section 4	6620 1/2 LACROSSE AVE	R00633	1205852
RETENTION/IRRIGATION	Hielscher Section 5		R00684	1204893
RETENTION/IRRIGATION	Sunset Addition	7335 Pusch Ridge Loop	R00469	1205783
RETENTION/IRRIGATION	Mountain Shadows Village	8908 Mountain Shadows Cv	R00721	1205789
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6A	14620 OLIVE HILL DR	R00601	1205792
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00570	1205162
RETENTION/IRRIGATION	Hielscher Section 7	6801 Hansa Loop	R00705	1205163
RETENTION/IRRIGATION	Parkstone P.U.D.	2104 1/2 Real Catorce	R00511	1207238
RETENTION/IRRIGATION	Hielscher Section 14	End of Magenta Lane	R00731	1206066
RETENTION/IRRIGATION	Hielscher Section 14	Magenta lane near Viridian lane	R00732	1206070
RETENTION/IRRIGATION	LaCrosse Section 1	10901 Capstone Dr	R00769	1206071
RETENTION/IRRIGATION	Lantana Single Family Section 1	7120 1/2 Othello Cv	R00807	1206084
RETENTION/IRRIGATION	Parkstone P.U.D.	1804 1/2 Real Catorce	R00513	1206371
RETENTION/IRRIGATION	Lantana Section 3	7812 1/2 MENLER DR	R01118	1206372
RETENTION/IRRIGATION	Hielscher Section 10	11002 1/2 Pairnoy Ln	R00686	1206374
SEDIMENT/FILTRATION/IRRIGATION	Oak Hill Branch Library	5125 CONVICT HILL RD	R01352	1207405
RETENTION/IRRIGATION	Heights at Loma Vista Ph 1		R00790	1206640
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 YORK BRIDGE CIR	R00748	1206641
RETENTION/IRRIGATION	Hielscher Section 5	11625 1/2 Spruce Canyon Dr	R00685	1206642
SEDIMENTATION/SAND_FILTRATION	Davis Spring 6B	14514 OLIVE HILL DR	R00362	1205836
RETENTION/IRRIGATION	Dick Nichols District Park	8101 BECKETT RD	R01350	1205821
RETENTION/IRRIGATION	Heights at Loma Vista Phase 1	6912 1/2 VIA RICCO DR	R00789	1205977
RETENTION/IRRIGATION	Parkstone P.U.D.	1902 1/2 REAL CATORCE	R00510	1205984
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6B	9427 Altona Way	R00441	1206079
SEDIMENT/BIOFILTRATION/INFILT	WMS Creek Brodie Lane Water Quality Retrofit	7301 1/2 BRODIE LN	R00102	1206459
SEDIMENT/FILTRATION/IRRIGATION	Lantana Sect 4	7834 1/2 OTEKA CV	R01055	1205188
RETENTION/IRRIGATION	West Gate Blvd Extension	9118 1/2 WEST GATE BLVD		401318955
RETENTION/IRRIGATION	Hielscher Section 12 Phase 2	10806 1/2 ARIOK LN	R00722	1206069
RETENTION/IRRIGATION	Avana, Phase 1, Section 2	12507 1/2 Orba Dr		401409269
BIOFILTRATION	North Village Branch Library	2505 STECK AVE		401312146
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00566	1206068
RETENTION/IRRIGATION	Circle C Ranch, Tract 8A	11324 1/2 ESCARPMENT BLVD		401401648
	Autumn Wood	2600 1/2 DREW LN		401458749
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	8806 Brodie Lane		5000063321
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	1/4 mile west of Brodie on Davis		5000063323

RETENTION/IRRIGATION	Ridgeview Phase 1-A, 1-B, & 1-C	8511 1/2 EVELINA TRL		401312948
RETENTION/IRRIGATION	Avana Phase 1	12513 1/2 ESCARPMENT BLVD		401402424
RETENTION/IRRIGATION	The Preserve at Thomas Springs Road	6701 Thomas Springs Road		5000074631
RETENTION/IRRIGATION	Avana Phase 1, Section 3	End of Padua Drive		5000056931
RETENTION/IRRIGATION	Hielscher Section 5	End of Cusseta Lane	R00683	1205457
RETENTION/IRRIGATION	Lantana Single Family Section 1	5550 1/2 Terravista Dr	R00806	1206357
RETENTION/IRRIGATION	Lantana Single Family Sect 2	End of Bonniebrook Dr	R00841	1206628
RETENTION/IRRIGATION	Hielscher Section 4	10801 1/2 ARIOK LN	R00635	1207237



ATTACHMENT B

City of Austin

REPAIR REPORT

Pond Number _____ Pond Address _____

Date Submitted to the City of Austin: _____

Date Approved or Declined by the City of Austin: _____

Was the Pump Irrigation onsite check list done? ☐ Yes ☐ No

If No. Give a reason for site visit. _____

Did the inspector find any defects? ☐ Yes ☐ No Inspector: _____

If Yes. List the needed repairs below and attach the Quote for Repair document

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Attach pictures to this inspection report as required. City of Austin SPOC reserves the right to add or remove items from approved work plan as conditions warrant.

City of Austin Use ONLY

☐ Approved by City of Austin SPOC

☐ Quote for repair Attached

☐ Declined by City of Austin SPOC ---Give Reason to why it was declined below.

☐ On Site Visit required by SPOC

Signed off by: _____

Signature

_____ Date



ATTACHMENT C EQUIPMENT INVENTORY LIST

Company Name: Divided Water Services

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase
Pickup Truck	Chevrolet	2500	2017	diesel	1	very good	O
Pickup Truck	Chevrolet	2500	2013	diesel	1	very good	O
Pickup Truck	Ford	F350	2015	gas	1	very good	O
Pickup Truck	FORD	F250	2008	diesel	1	good	O
Tracked Skid Steer	Gehl / RT210		2015	diesel	1	good	O
Pump Pulling Attachment	Traveller	12,000 lb	2020	electric	2	good	O
Hand Held GPS	Garmin / 64ST		2019		1	very good	O
Slope Mower	Ventrac / 4500Z	72 inch	2019	gas	1	very good	O
Zero Turn Mower	Farris / IS2100Z	54 inch	2018	gas	1	very good	O
String Trimmer	Honda / HHT35		2018-2020	gas	4	good	O
Auto Crane Truck	Chevrolet	3500	2015	diesel	1	good	P

[Signature]

ATTACHMENT D - PWD's LIST OF PLANTER BOXES

TABLE 1 PWF IRRIGATION SYSTEMS LOCATIONS

Brazos From Cesar Chavez to 11th	Total Planters	Tree Bubbler	MPR		Rotary		Master		RPZ	
			Rain Bird	Spray Nozzles	Pray Nozzles	Rotor	Controller	Valve	Meter	Backflow Preventer
Barzos from 9th to 10th (East Side)	9	9								
Barzos from 9th to 10th (West Side)	8	8								
Brazos form Cesar Chavez to 2nd (West Side)	5	5						1		
Brazos from Cesar Chavez to 2nd (East Side)	4	4								
Brazos from 10th to 11th (East Side)	4	4								
Brazos from 10th to 11th (West Side)	6	6								
Brazos from 2nd to 3rd (East Side)	8	8								
Brazos from 2nd to 3rd (West Side)	6	6						1		
Brazos from 3rd to 4th (East Side)	6	6								
Brazos from 3rd to 4th (West Side)	6	6								
Brazos from 4th to 5th (East Side)	10	10								
Brazos from 4th to 5th (West Side)	9	9								
Brazos from 5th to 6th (East Side)	5	5								
Brazos from 5th to 6th (West Side)	6	6								
Brazos from 6th to 7th (East Side)	10	10								
Brazos from 6th to 7th (West Side)	5	5								
Brazos from 7th to 8th (East Side)	7	7								
Brazos from 7th to 8th (West Side)	9	9								
Brazos from 8th to 9th (East Side)	10	10								
Brazos from 8th to 9th (West Side)	6	6								

ATTACHMENT E

BSD's List of Re-irrigation Ponds

BUILDING SERVICES DEPARTMENT LOCATIONS

Sites Contact: Julie Strickland, Facilities Services Specialist
Julie.Strickland@austintexas.gov (512) 974-3980

EMS 11 - FS27: 5401 McCarty LN - Water Controlled Pond with filtration system

EMS 33: 4514 James Wheat - Vegetation Pond

EMS 34 - FS45: 9421 Spectrum - Retention Pond

Public Safety Training Center (PSTC) Campus: 4200 Shaw Ln 78744 - **Three Separate Ponds**

Health and Human Services - Austin Animal Center Betty Dunkerley Campus:
7201 Levander Loop 78702 - **7 Separate Ponds**

RLC - Rutherford Lane Center Campus: 1520 Rutherford Ln 78754 - **2 Separate Ponds**

Pond site examples to follow:





H3LRS, LLC. dba *Divided Water Services*

P.O. Box 253, Kingsbury, TX 78638 • info@dividedwaterservices.com

Rollin Heller: (830) 305-6804 • Lori Heller: (830) 643-4960 • Fax: (830) 639-4759

Coversheet for City of Austin RFP 6300-JOG3011

Maintenance and Repair Pond Pump and Irrigation Systems

Addendum 1

Addendum 2

Executive Summary

Authorized Negotiator

Business Organization

Project Concept and Strategy

DWS Sample Electronic Preventive Maintenance/Repair and Inspection Tickets

Proposer Resume

Company Experience and Structure

Licensed Irrigator Verifications

Retained Licensed Electrician Verification

Contract References

Trade References

Price Sheet

Offer and Certifications Packet

Attachments A-E

Rollin Heller

May 10, 2021



H3LRS, LLC. dba *Divided Water Services*

P.O. Box 253, Kingsbury, TX 78638 • info@dividedwaterservices.com

Rollin Heller: (830) 305-6804 • Lori Heller: (830) 643-4960 • Fax: (830) 639-4759

Authorized Negotiator

The following personnel are authorized to negotiate terms and render binding decisions on Contract matters, for Divided Water Services:

Rollin Heller

1075 Gander Slough Rd

Kingsbury, TX 78638

830-639-4759 office

830-305-6804 cell

info@dividedwaterservices.com

Lori Heller

1075 Gander Slough Rd

Kingsbury, TX 78638

830-639-4759 office

830-643-4960 cell

lori@dividedwaterservices.com



H3LRS, LLC. dba *Divided Water Services*

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H3LRS, LLC dba Divided Water Services, is Limited Liability Company, incorporated in the State of Texas and operating as an s-corporation from our home office located at:

1075 Gander Slough Rd

Kingsbury, TX 78638

Our Mailing Address is:

PO Box 253

Kingsbury, TX 78638



H3LRS, LLC. dba *Divided Water Services*

P.O. Box 253, Kingsbury, TX 78638 • info@dividedwaterservices.com

Rollin Heller: (830) 305-6804 • Lori Heller: (830) 643-4960 • Fax: (830) 639-4759

May 4, 2021

One of the biggest challenges our society has, is to preserve our water resources for not only current use, but for future generations. With the current population growth of the area, cleaning up storm water before it enters the aquifer will become even more critical. At Divided Water Services, our entire focus is WATER.

Natural filtration through the soil profile is the most efficient way currently available. Properly functioning water quality ponds, re-irrigation systems and storm lift stations are how we accomplish natural filtration. Additionally, correct utilization of potable irrigation systems reduce waste and encourage vegetative growth of both plants and trees.

Re-irrigation and potable irrigation, hence, our name: Divided Water Services. We provide the most thorough and cost effective service in the area. Whether it be simple irrigation component repairs, complex control panel troubleshooting/repairs, or replacing large submersible pumps, Divided Water Services is the turn-key solution. We will conduct thorough inspections, provide complete reports and repair estimates and finally, complete all repairs in a timely manner.

Here at Divided Water Services, we are proud to be one of the premier service providers in the Barton Springs Zone Operating Permit area. We currently service 90 + re-irrigation systems in the BSZ, and conduct inspections and repairs on potable irrigation systems at numerous Austin ISD locations. With the BSZ OP requirements, we routinely provide the maintenance/repair histories and the 6 time per year required inspections for our customers' permit renewals. We have assisted with initial designs, installed new systems from scratch, and completely re-built outdated or abandoned systems.

Our customers range from small shopping centers with 3 tenants, to multi-million-dollar apartment complexes, but our goal remains the same. If we keep them in compliance with the City of Austin code, we'll keep their name out of the news. Divided Water Services is ready to "earn" your business.

Sincerely,

Rollin Heller



H3LRS, LLC. dba *Divided Water Services*

P.O. Box 253, Kingsbury, TX 78638 • info@dividedwaterservices.com

Rollin Heller: (830) 305-6804 • Lori Heller: (830) 643-4960 • Fax: (830) 639-4759

May 5, 2021

Project Concept and Strategy

Keeping retention/irrigation systems compliant with the ECM 1.6.7.5 can be very challenging. There are many moving parts that require routine and on-going preventive maintenance. Conducting system-wide inspections and performing actual field repairs, requires extensive knowledge and experience.

Divided Water Services understands the ladder logic/wiring diagrams and how to test all the components of control panels that are sourced from many different vendors. We have experience with, and currently service Programmable Logic Controller (PLC) and analog style, as well as both simplex and duplex control panels. Our knowledge and experience with reading motor amp draw helps us to determine if motors/pumps are on their last leg, or if there are other issues, such as clogging or broken mainlines.

We have the knowledge of, and are capable of testing, pulling, cleaning, and installing any type of submersible or centrifugal pump. At present, we service pumps as small as $\frac{3}{4}$ hp, all the way up to 50 hp, with flow rates ranging from 25 gpm to 400 gpm. Divided Water Services is a member of the Goulds Pump Dealers Association, which allows us greater technical access for troubleshooting, testing and replacement recommendations.

In order to fully verify that the systems are working properly, the “wet” inspections will be most critical. The control panels, pumps/motors and valves will all be tested electrically (voltage and amp draw readings). The valves will be visually checked for proper open/close control and the heads will be checked for spray pattern (clogging) and proper rotation. Additionally, the “wet” inspection will be the only time to check for mainline and/or lateral line breaks.

During the “dry” inspections, the control panel components, floats/probes and valve solenoids will all be tested electrically (voltage and continuity). We will not



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run pumps/motors during “dry” inspections, as allowing them to cavitate (suck air) will cause internal damage and shorten their life expectancy.

Structural integrity of the ponds and splitter boxes, sediment/trash/debris accumulation, and vegetation management will be assessed during both wet and dry inspections. Inspection reports/findings and repair estimates will be submitted, as per contract requirements.

Inspecting the planter boxes will require a slightly different approach. This will be inspected by activating the controller and visually inspecting all components, including heads, drip or soaker line, bubblers, etc. Programming of the controllers will be checked and adjusted, so that we have proper application without overwatering. As per contract requirements, any repairs will be coordinated through the Contract Manager and all documentation will be submitted within seven (7) days.

Divided Water Services has developed electronic forms for both system wide inspections and repairs. Our personnel complete these forms and attach photos with their phones, while still on site. These completed forms are then automatically uploaded to a Google Drive account and sorted into individual folders. This system can be adapted to any platform and shared to any number of individuals. We have included our “sample forms” with this RFP.

Rollin Heller

Divided Water Services

PO Box 253, Kingsbury, TX 78638 | 830-639-4759 | info@dividedwaterservices.com

Education

SPECIALIZED LICENSES CURRENTLY HELD BY DWS PERSONNEL

- TCEQ Licensed Irrigator LI0021166 TCEQ Licensed Irrigator LI0021159

Personnel Experience

- We handle all aspects of storm pond compliance, remediation, maintenance and repair. Specializing in pumps, control panels and re-irrigation system maintenance and repair in the Barton Springs Zone Operating Permit area of Austin, TX. We routinely pull, clean, and replace submersible, grinder, wastewater, and centrifugal pumps/motors.
 - Rollin Heller Owner, employer, and technician in storm pond industry (Central TX) 18 years; licensed irrigator 7 years
 - Trey Caraway Re-irrigation technician 8 years; licensed irrigator 7 years
 - Chip Caraway Re-irrigation technician 6 years
 - Kevin Johnson Re-irrigation technician 1 year

We routinely provide the Barton Spring Zone inspection, maintenance, and repair records for permit renewals to our clients and the City of Austin.

Equipment

- (3) fully tooled pick-up trucks
- (1) tracked skid-steer, with a 12,000 lb pump pulling boom attachment
- (1) zero-turn mower (Farris)
- (1) eight-wheel drive, slope mower (Ventrac)
- Gas and Diesel generators, as well as string trimmers, hedge clippers, blowers, etc.
- Gas and electric transfer pumps, up to 3 inch and welders for both mild steel and aluminum

Current Service Contracts

- 80 properties/locations (private, commercial, and school district)
- 94 re-irrigation systems (spray field and level flow spreader)
- 129 storm ponds (retention, detention, sed/fil)

Vendors/Suppliers

Member - Goulds Pump Dealers Association

Austin Pump and Supply Company

Seguin Electric

Ewing Irrigation & Landscape Supply

Horizon Irrigation Supply

SiteOne Landscape Supply

Ohio Electric

Rollin S. Heller

PO Box 253, Kingsbury, TX 78638 | 830-305-6804 | rollinheller@gmail.com

Education

BACHELOR OF SCIENCE | MAY 1992 | TEXAS A & M UNIVERSITY

- Major: Animal Science Production

SPECIALIZED LICENSES CURRENTLY HELD

- TCEQ Licensed Irrigator LI0021166

Experience

CO-OWNER/PRESIDENT | H3LRS, LLC DBA DIVIDED WATER SERVICES | 1/1/18 - PRESENT

- Responsible for the day-to-day operations of a stormwater pond company. Handling all aspects of storm pond compliance, remediation, maintenance and repair in the Central Texas area. Specializing in pumps, control panels and re-irrigation system maintenance and repair in the Barton Springs Zone Operating Permit area of Austin, TX.

CO-OWNER/PRESIDENT | RETURN 2 NATURAL| SEPTEMBER 2003 - DECEMBER 2017

- Responsible for the day-to-day operations of a stormwater pond maintenance company. Specializing in compliance remediation, routine maintenance and repairs of ponds, pumps, control panels and re-irrigation systems in Austin, TX and the surrounding area.

ENVIRONMENTAL MANAGER | HITCH ENTERPRISES| 1996-JULY 2003

- Responsible for all aspects of Environmental Compliance for a large Confined Animal Feeding Operation, with facilities in TX, OK, KS and CO. Duties included permitting, record keeping, fertilizer and irrigation calculations and usage, agriculture irrigation maintenance and repair.




Date Submitted: 04-01-2021 10:46 AM

Submitted By: iii83.oc@gmail.com

Preventive Maintenance and Repair

Section 1

Date/Time	04-01-2021
Location	Windsor Lantana Hills (L-28) Re-irrigation System
Service Performed	Repair main line
Parts/supplies Used	4" slip fix 4" coupler Glue Primer Tools
Technician	Chip Caraway, Trey Caraway, Kevin Johnson
Before / After Photos	



Complete System Inspection

Section 1

Inspection Date	04-29-2021
Location	Brodie Square (Pizza Hut)
Technician	Chip Caraway
What is Incoming Power/Breaker Voltage?	211
What is Transformer Output Voltage?	24/115
Are All Fuses Good?	Yes
Are Contactors/Overloads Functional?	Yes
Is Alternator and/or Cycle Timer Working?	Yes
Is Start Delay Timer Working?	Yes
Are Pressure Gauges Functional?	n/a
What are Motor Amp-Draw Readings?	12.7/12
Are Alarm/Run Lights Functional?	Out
Is Rain Sensor Present and Functional?	Yes
Is Zone Control Working?	Single
Are Soft Starts Functioning?	n/a
Is PLC Functioning?	n/a
Are Pumps Running and Moving Water?	Yes
Are All Floats/Probes or Transducer Working?	Yes
Are Zone Valves working?	Single
Are Heads Spraying and Rotating?	Yes
Does Irrigation Field and/or Pond need Vegetation Maintenance?	Good
Is Flow Spreader Functioning?	n/a
Notes	

Complete System Inspection

Photos

Pass

Testing of All Components

Inspection Date	4/29/21								
Breakers / Instruments	211/211								
Transformer output voltage	241/110								
Fuses	Good								
Contactors / overloads	Good/Good								
Alternator / Cycle Timer	Good								
Delay Timer	Good								
Pressure Gauges	N/A								
Motor Amp Draw	12.7/12								
Alarm / Run Lights	OK								
Rain Sensor	Good								
Zone Control	Good								
Soft Start	N/A								
PLC	N/A								
Pumps	Good/Good								
Pressure/Probe/ Transducer	Good								
Zone Valves	Good								
Floats	Good								
In Field/ Pond Vag.	Good								
Flow Spreaders	N/A								

Divided Water Services

Re-Irrigation/Barton Springs Zone Contract Reference List

The Brodie

Attn: Kenny Herrell

8700 Brodie Lane

Austin, TX 78745

512-282-0260

Austin ISD (*12 locations*)

Attn: Sheri Albin

4000 S. IH 35, 4th Floor

Austin, TX 78704

512-414-8961

Hanover Construction

Lantana 28 & 33

Attn: Jonathan Thurston

2800 Kirby Dr., Ste. B28

Houston, TX 77098

281-777-0043

CBRE

Sunset Valley Village

Attn: Cyndi Lessard

9442 Capital of Tx. N., Ste. 170

Austin, TX 78759

512-343-4343

Foundation Communities (*3 locations*)

Attn: Lila Wilds

3000 S. IH 35

Austin, TX 78704

512-735-1605

Cypress Real Estate Advisors

Attn: Katie Daly

1601 S. Mopac, Ste. 150

Austin, TX 78746

512-904-2213

Collings Guitars

Attn: Steve McCreary

11210 W. Hwy 290

Austin, TX 78737

512-288-7776

Rassier Properties

Attn: Chris Rassier

207 San Jacinto Blvd, Ste. 300

Austin, TX 78701

512-574-0204

Extra Space

Attn: Andrea Marshall

9300 Brodie Lane

Austin, TX 78748

512-230-7283

Endeavor Real Estate (*2 locations*)

Attn: Dagoberto Perez

5707 Southwest Pkwy

Austin, TX 78735

512-328-7177

Bell Partners Inc. (*2 locations*)

Attn: Shane Adler

13355 Noel Rd, Ste. 1750

Dallas, TX 75001

512-541-0576

Divided Water Services Re-Irrigation/Irrigation Trade Reference List

Daniel Ryan, P.E.
LJA Engineering, Inc.
TBPE Firm No. F-1386
7500 Rialto Boulevard
Building II, Suite 100
Austin, TX 78735
Ph: 512-439-4702

Danny Miller
LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Ste. 100
Austin, TX 78735
512-439-4700 Office
512-789-7485 Mobile

Hanover Construction
Attn: Jonathan Thurston
2800 Kirby Dr., Ste. B28
Houston, TX 77098
281-777-0043

Oden Hughes
Attn: David Hilton
901 S. Mopac, BOP III, Ste. 220
Austin, TX 78746
512-813-7131

Fayez Kazi
Civiltude Engineers & Planners
5110 Lancaster Ct
Austin, TX 78723
512-761-6161
512-699-3793

Nhat Ho
Civiltude Engineers & Planners
5110 Lancaster Ct
Austin, TX 78723
512-761-6161
512-905-7919

JE Dunn Construction
Attn: Jack Whaley
1601 S. Mopac, Barton Skyway 2, Ste. 450
Austin, TX 78746
512-987-3755

Reynaldo Torres
AISD – Energy and Water Mgmt
AISD Service Center
5101 E. 51st St.
Austin, TX 78723
512-414-2234

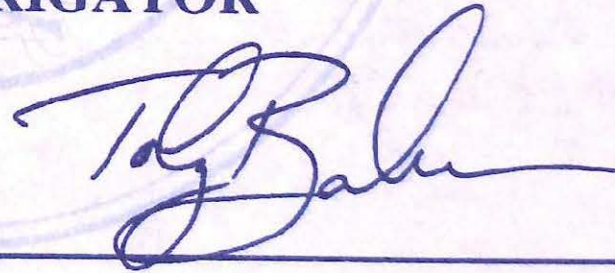
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ROLLIN S HELLER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR



Executive Director

Texas Commission on Environmental Quality

License Number: LI0021166

Issue Date: 01/17/2020

Expiration Date: 01/31/2023

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

OBED E CARAWAY III

Is hereby licensed as a
LICENSED IRRIGATOR

License Number
LI0021159

Expires
04/30/2023



SIGNATURE

EXECUTIVE DIRECTOR



TEXAS DEPARTMENT OF LICENSING AND REGULATION

PO Box 12157 Austin, Texas 78711

SEGUIN ELECTRIC INC
1406 N AUSTIN ST
SEGUIN TX 78155-2614



The Texas Department of Licensing and Regulation (TDLR) is responsible for licensing and regulating a broad range of occupations, businesses, facilities, and equipment in Texas. Our purpose is to protect the health and safety of Texans and ensure they are served by qualified professionals. We foster a predictable regulatory climate and avoid unreasonable government interference. In all of these endeavors, we:

- are open and transparent;
- apply clear, consistent, and common-sense standards;
- keep costs low and efficiency high; and
- deliver exceptional customer service.

For assistance contact Customer Service
Customer.service@tdlr.texas.gov
512-463-6599
800-803-9202 (toll free statewide)

TDLR's Mission:

To honor the trust of all Texans, safeguard the public, and provide a fair and efficient licensing and regulatory environment at the lowest possible cost.

TDLR's Vision:

To be the leader in public service by creating innovative, low-cost licensing and regulatory "next" practices, and cultivating highly-engaged employees who provide exceptional customer service.

TDLR's Core Values:

Accountability
Customer Service
Innovation
Integrity
Open and Free Communication
Respect
Teamwork

Visit us on the web at www.tdlr.texas.gov

STATE OF TEXAS

SEGUIN ELECTRIC INC

ELECTRICAL CONTRACTOR



LICENSE NUMBER 18169
EXPIRES 08/10/2021

TEXAS DEPARTMENT OF LICENSING AND REGULATION

ATTACHMENT A

WPD POND LOCATIONS

CONTROL_TYPE	PROJECT_NAME	STREET_ADDRESS	LEGACY SITE ID	MAXIMO ASSET NUMBER
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 York Bridge Cir	R00747	1205199
RETENTION/IRRIGATION	Parkstone P.U.D.	2112 1/2 CERCA VIEJO WAY	R00512	1205200
RETENTION/IRRIGATION	Hielscher Section 4	6620 1/2 LACROSSE AVE	R00633	1205852
RETENTION/IRRIGATION	Hielscher Section 5		R00684	1204893
RETENTION/IRRIGATION	Sunset Addition	7335 Pusch Ridge Loop	R00469	1205783
RETENTION/IRRIGATION	Mountain Shadows Village	8908 Mountain Shadows Cv	R00721	1205789
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6A	14620 OLIVE HILL DR	R00601	1205792
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00570	1205162
RETENTION/IRRIGATION	Hielscher Section 7	6801 Hansa Loop	R00705	1205163
RETENTION/IRRIGATION	Parkstone P.U.D.	2104 1/2 Real Catorce	R00511	1207238
RETENTION/IRRIGATION	Hielscher Section 14	End of Magenta Lane	R00731	1206066
RETENTION/IRRIGATION	Hielscher Section 14	Magenta lane near Viridian lane	R00732	1206070
RETENTION/IRRIGATION	LaCrosse Section 1	10901 Capstone Dr	R00769	1206071
RETENTION/IRRIGATION	Lantana Single Family Section 1	7120 1/2 Othello Cv	R00807	1206084
RETENTION/IRRIGATION	Parkstone P.U.D.	1804 1/2 Real Catorce	R00513	1206371
RETENTION/IRRIGATION	Lantana Section 3	7812 1/2 MENLER DR	R01118	1206372
RETENTION/IRRIGATION	Hielscher Section 10	11002 1/2 Pairnoy Ln	R00686	1206374
SEDIMENT/FILTRATION/IRRIGATION	Oak Hill Branch Library	5125 CONVICT HILL RD	R01352	1207405
RETENTION/IRRIGATION	Heights at Loma Vista Ph 1		R00790	1206640
RETENTION/IRRIGATION	Circle C Ranch Ph C Sect 9	5719 1/2 YORK BRIDGE CIR	R00748	1206641
RETENTION/IRRIGATION	Hielscher Section 5	11625 1/2 Spruce Canyon Dr	R00685	1206642
SEDIMENTATION/SAND_FILTRATION	Davis Spring 6B	14514 OLIVE HILL DR	R00362	1205836
RETENTION/IRRIGATION	Dick Nichols District Park	8101 BECKETT RD	R01350	1205821
RETENTION/IRRIGATION	Heights at Loma Vista Phase 1	6912 1/2 VIA RICCO DR	R00789	1205977
RETENTION/IRRIGATION	Parkstone P.U.D.	1902 1/2 REAL CATORCE	R00510	1205984
SEDIMENTATION/SAND_FILTRATION	Davis Spring Section 6B	9427 Altona Way	R00441	1206079
SEDIMENT/BIOFILTRATION/INFILT	WMS Creek Brodie Lane Water Quality Retrofit	7301 1/2 BRODIE LN	R00102	1206459
SEDIMENT/FILTRATION/IRRIGATION	Lantana Sect 4	7834 1/2 OTEKA CV	R01055	1205188
RETENTION/IRRIGATION	West Gate Blvd Extension	9118 1/2 WEST GATE BLVD		401318955
RETENTION/IRRIGATION	Hielscher Section 12 Phase 2	10806 1/2 ARIOK LN	R00722	1206069
RETENTION/IRRIGATION	Avana, Phase 1, Section 2	12507 1/2 Orba Dr		401409269
BIOFILTRATION	North Village Branch Library	2505 STECK AVE		401312146
RETENTION/IRRIGATION	Southland Oaks Section 5	11411 1/2 Arbor Downs Rd	R00566	1206068
RETENTION/IRRIGATION	Circle C Ranch, Tract 8A	11324 1/2 ESCARPMENT BLVD		401401648
	Autumn Wood	2600 1/2 DREW LN		401458749
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	8806 Brodie Lane		5000063321
RETENTION/IRRIGATION	Davis/Deer from Brodie to Corran Ferry	1/4 mile west of Brodie on Davis		5000063323

RETENTION/IRRIGATION	Ridgeview Phase 1-A, 1-B, & 1-C	8511 1/2 EVELINA TRL		401312948
RETENTION/IRRIGATION	Avana Phase 1	12513 1/2 ESCARPMENT BLVD		401402424
RETENTION/IRRIGATION	The Preserve at Thomas Springs Road	6701 Thomas Springs Road		5000074631
RETENTION/IRRIGATION	Avana Phase 1, Section 3	End of Padua Drive		5000056931
RETENTION/IRRIGATION	Hielscher Section 5	End of Cusseta Lane	R00683	1205457
RETENTION/IRRIGATION	Lantana Single Family Section 1	5550 1/2 Terravista Dr	R00806	1206357
RETENTION/IRRIGATION	Lantana Single Family Sect 2	End of Bonniebrook Dr	R00841	1206628
RETENTION/IRRIGATION	Hielscher Section 4	10801 1/2 ARIOK LN	R00635	1207237



ATTACHMENT B

City of Austin

REPAIR REPORT

Pond Number _____ Pond Address _____

Date Submitted to the City of Austin: _____

Date Approved or Declined by the City of Austin: _____

Was the Pump Irrigation onsite check list done? ☐ Yes ☐ No

If No. Give a reason for site visit. _____

Did the inspector find any defects? ☐ Yes ☐ No Inspector: _____

If Yes. List the needed repairs below and attach the Quote for Repair document

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Attach pictures to this inspection report as required. City of Austin SPOC reserves the right to add or remove items from approved work plan as conditions warrant.

City of Austin Use ONLY

☐ Approved by City of Austin SPOC

☐ Quote for repair Attached

☐ Declined by City of Austin SPOC ---Give Reason to why it was declined below.

☐ On Site Visit required by SPOC

Signed off by: _____

Signature

_____ Date



ATTACHMENT C

EQUIPMENT INVENTORY LIST

Company Name: Divided Water Services

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase
Pickup Truck	Chevrolet	2500	2017	diesel	1	very good	O
Pickup Truck	Chevrolet	2500	2013	diesel	1	very good	O
Pickup Truck	Ford	F350	2015	gas	1	very good	O
Pickup Truck	FORD	F250	2008	diesel	1	good	O
Tracked Skid Steer	Gehl / RT210		2015	diesel	1	good	O
Pump Pulling Attachment	Traveller	12,000 lb	2020	electric	2	good	O
Hand Held GPS	Garmin / 64ST		2019		1	very good	O
Slope Mower	Ventrac / 4500Z	72 inch	2019	gas	1	very good	O
Zero Turn Mower	Farris / IS2100Z	54 inch	2018	gas	1	very good	O
String Trimmer	Honda / HHT35		2018-2020	gas	4	good	O
Auto Crane Truck	Chevrolet	3500	2015	diesel	1	good	P

[Signature]

ATTACHMENT D - PWD's LIST OF PLANTER BOXES

TABLE 1 PWF IRRIGATION SYSTEMS LOCATIONS

Brazos From Cesar Chavez to 11th	Total Planters	Tree Bubbler	MPR		Rotary		Master		RPZ	
			Rain Bird	Spray Nozzles	Pray Nozzles	Rotor	Controller	Valve	Meter	Backflow Preventer
Barzos from 9th to 10th (East Side)	9	9								
Barzos from 9th to 10th (West Side)	8	8								
Brazos form Cesar Chavez to 2nd (West Side)	5	5						1		
Brazos from Cesar Chavez to 2nd (East Side)	4	4								
Brazos from 10th to 11th (East Side)	4	4								
Brazos from 10th to 11th (West Side)	6	6								
Brazos from 2nd to 3rd (East Side)	8	8								
Brazos from 2nd to 3rd (West Side)	6	6						1		
Brazos from 3rd to 4th (East Side)	6	6								
Brazos from 3rd to 4th (West Side)	6	6								
Brazos from 4th to 5th (East Side)	10	10								
Brazos from 4th to 5th (West Side)	9	9								
Brazos from 5th to 6th (East Side)	5	5								
Brazos from 5th to 6th (West Side)	6	6								
Brazos from 6th to 7th (East Side)	10	10								
Brazos from 6th to 7th (West Side)	5	5								
Brazos from 7th to 8th (East Side)	7	7								
Brazos from 7th to 8th (West Side)	9	9								
Brazos from 8th to 9th (East Side)	10	10								
Brazos from 8th to 9th (West Side)	6	6								

ATTACHMENT E

BSD's List of Re-irrigation Ponds

BUILDING SERVICES DEPARTMENT LOCATIONS

Sites Contact: Julie Strickland, Facilities Services Specialist
Julie.Strickland@austintexas.gov (512) 974-3980

EMS 11 - FS27: 5401 McCarty LN - Water Controlled Pond with filtration system

EMS 33: 4514 James Wheat - Vegetation Pond

EMS 34 - FS45: 9421 Spectrum - Retention Pond

Public Safety Training Center (PSTC) Campus: 4200 Shaw Ln 78744 - **Three Separate Ponds**

Health and Human Services - Austin Animal Center Betty Dunkerley Campus:
7201 Levander Loop 78702 - **7 Separate Ponds**

RLC - Rutherford Lane Center Campus: 1520 Rutherford Ln 78754 - **2 Separate Ponds**

Pond site examples to follow:





**ADDENDUM
MAINTENANCE & REPAIR OF PUMPS, RE-IRRIGATION AND IRRIGATION SYSTEMS
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 6300 JOG3011

Addendum No: 2

Date of Addendum: 05/04/2021

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

I. Questions and Answers:

Q1: Can you confirm the estimate annual quantity for Item No. 2.1 on the Price Sheet?

A1: The estimate provided on Item No. 2.1 of the Price Sheet **VERSION 3** includes a minimum of 2 visits a year for the current 139 planter boxes and 22 additional anticipated visits for Building Services Department. The quantities noted on the Price Sheet are estimates based on historical or anticipated usage and not a guarantee of actual volume.

II. Clarifications:

1) The Price Sheet has been replaced in its entirety as **VERSION 3** Price Sheet. Only offers submitted with the revised price sheet will be accepted.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Rollin Heller

Name

[Signature]

Authorized Signature

5/4/2021

Date

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



**ADDENDUM
MAINTENANCE & REPAIR OF PUMPS, RE-IRRIGATION AND IRRIGATION SYSTEMS
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 6300 JOG3011

Addendum No: 1

Date of Addendum: 04/30/2021

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

I. Questions and Answers:

Q1: Will mowing and trash/debris clean-up of the ponds and irrigation fields be included in this RFP, or who will take care of that?

A1: The City has a separate contract for trash/debris clean-up of the Ponds and irrigation fields. Please refer to the Scope of Work, Section 7.1.3 & 7.3.6 for additional information.

Q2: Will City personnel be conducting the 2 remaining inspections, to meet the 6 per year Barton Spring Zone criteria?

A2: Yes, COA staff will conduct the other 2 required inspections.

Q3: Are there valves/timers associated with the planter boxes? If so, where are they located?

A3: Yes, valves are in the street along with the timers.

Q4: Can you clarify where the Building Services Department locations line item is on the Bid Sheet?

A4: Building Services Department estimates are included in the Category 1 on the Price Sheet.

Q5: Can you clarify the Est. Annual Quantity, on Item Nos. 1.1, 1.2, 2.1, of the Price Sheet?

A5: The quantities noted on the Price Sheet are estimates provided by the departments based on historical or anticipated usage and not a guarantee of actual volume.

II. Clarifications:

1) The Price Sheet has been replaced in its entirety as **VERSION 2** Price Sheet. Only offers submitted with the revised price sheet will be accepted.

III. Additional Information:

1) The Pre-Offer Conference attendance list is attached.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

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



H3LRS, LLC. dba *Divided Water Services*

P.O. Box 253, Kingsbury, TX 78638 • info@dividedwaterservices.com

Rollin Heller: (830) 305-6804 • Lori Heller: (830) 643-4960 • Fax: (830) 639-4759

May 27, 2021

Jo Gutierrez

Procurement Specialist III

City of Austin

Purchasing Office

Subject: RFP 6300 JOG3011 Clarification Questions, BAFO Rate and Terms & Conditions

Jo:

Divided Water Services has two (2) licensed irrigators, with 14 plus years of combined experience. We have designed, installed, and repaired private irrigation systems, as well as inspected and repaired commercial landscape irrigation systems. We currently inspect and repair, both landscape and sports field irrigation systems, for Austin ISD. We are very familiar with all aspects of potable irrigation, from controllers and valves, to heads, bubblers and drip hose. Prior to our original proposal submittal, we took the initiative to walk all the planter boxes. They primarily consist of tree bubblers and drip hose. The main problem we observed, was damaged electrical outlets, which are not part of this RFP.

On the question about having enough experienced personnel, our staff currently takes care of over 90, private/commercial re-irrigation systems. The big difference is that we check and monitor these systems after every rain event, unlike this RFP, where we will only perform inspections and repairs. If awarded this contract, Divided Water Services plans on hiring additional staff. Our most experienced personnel are responsible for the technical work, such as control panels and pumps. All our technicians perform routine repairs and maintenance, such as cleaning or replacing heads, trimming vegetation around heads and repairing line breaks. Our less experienced or new employees will assist with routine repairs and maintenance. As they become more experienced, they will start to work independently on the smaller, less complicated private re-irrigation systems.

Our Best and Final Offer Rate will remain as it was submitted originally. Our Post-Rain Event Inspections are at what we feel is a fair market value. It needs to be understood that it will take a minimum of two (2) trips per inspection. The first is to turn the system off, to hold



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any rain accumulation. The second trip will be to perform the full inspection. Additionally, many of the inspections will require two staff members, as the irrigation fields are away from the ponds/control panels. One member will run the system and perform the panel/pump inspection, while the other checks the irrigation field, heads, and valve control. If the irrigation field is inaccessible, due to vegetation overgrowth, then a third trip will be necessary to complete the inspection.

Divided Water Services has the experience and knowledgeable staff to meet the Scope of Work requirements and agree to the terms of the City's RFP 6300 JOG3011.

Sincerely,

Rollin Heller



CITY OF AUSTIN
PRICE SHEET
MAINTENANCE & REPAIR OF PUMPS RE-IRRIGATION & IRRIGATION SYSTEMS VERSION 3
BAFO - 05/25/2021

SOLICITATION NO.: RFP 6300 JOG3011

BUYER: Jo Gutierrez

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

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

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

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

The City reserves the right to reject all offers entirely or make multiple contract awards between the lowest and/or most responsive and responsible offer. Award will be based on individual or groups of specific line items, cost, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items as a result of this solicitation and, instead, award the entire contract to a supplier available through a cooperative purchasing agreement.

CATEGORY 1 - WPD & BSD SPECIFIED ITEMS

SPECIFIED ITEMS					
Item No.	Item Description	Unit	Est. Annual Quantity	Unit Price	Extended Total
1.1	ANNUAL SCHEDULED MAINTENANCE VISITS; inspect motor, pump, control panel (including thermal-imaging), and irrigation equipment, minimum of 2 visits a year at 45 ponds	Each Visit	100	\$450.00	\$45,000.00
1.2	POST-RAIN EVENTS ADDITIONAL WORK; test functionality of irrigation system, and test pump/motors systems & wet well controller minimum of 2 visits a year at 45 ponds	Each Visit	100	\$950.00	\$95,000.00
1.3	LABOR RATE, to perform repair	Hourly	400	\$150.00	\$60,000.00
1.4	LABOR RATE, to perform repair, 2 hour on-site emergency response	Hourly	40	\$225.00	\$9,000.00
1.5	Final Acceptance for new ponds, minimum 1 hour on-site each	Each	7	\$500.00	\$3,500.00
TOTAL PRICE (CATEGORY 1) =					\$212,500.00

CATEGORY 2 - PWD & BSD FORESTRY SPECIFIED ITEMS

SPECIFIED ITEMS					
Item No.	Item Description	Unit	Est. Annual Quantity	Unit Price	Extended Total
2.1	Annual SCHEDULED MAINTENANCE VISITS; inspect irrigation sprinkler system equipment, minimum of 2 visits a year for an estimated 139 planter boxes.	Each Visit	300	\$30.00	\$9,000.00
2.2	LABOR RATE, to perform repair	Hourly	80	\$150.00	\$12,000.00
2.3	LABOR RATE, to perform repair, 2 hour emergency response	Hourly	12	\$225.00	\$2,700.00
TOTAL PRICE (CATEGORY 2) =					\$23,700.00

TOTAL CATEGORY 1 & 2 \$236,200.00

CATEGORY 3 DISCOUNT OFF OR MARKUP TO MANUFACTURER PRICE LISTS FOR NON-SPECIFIED PRODUCTS (FOR INFORMATIONAL PURPOSES ONLY)			
The City anticipates an annual spending need of \$2,000.00 for materials off catalog on the contract. The City may wish an Offeror provide additional products as they relate to this contract. In order to be paid for those additional products, provide manufacturers name and catalog numbers for the additional products you can provide the City. Indicate the minimum percentage discount or maximum markup to costs you can provide the City for these products. The percentage discount(s) or markup(s) listed shall be fixed throughout the term of the Contract including any subsequent renewal periods. This information will not be used in the evaluation of the offer but is for informational purposes only and there is no guarantee of purchase. Please include additional pages as necessary. The Contractor shall submit to the City's Contract Manager a electronic copy or hard copy, of the manufacturer price list(s) upon which the discounts or markups are based on the Price Sheet within five (5) business days of Contract award.			
LINE NO.	DESCRIPTION	% Markup on Price List or % Discount Off of Price List	Discount Or Markup
3.1	Parts Percentage discount / Markup off catalogue/price list items: Indicate the discount or markup from manufacturer's suggested retail price (MSRP)	20%	markup
COMPANY NAME: H3LRS, LLC dba Divided Water Services			
EMAIL ADDRESS: info@dividedwaterservices.com or lori@dividedwaterservices.com			
DATE: 5/27/2021			