



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

May 23, 2016

Lonestar State Environmental Services, LP dba Lonestar Environmental Services
Tonya Boshier
12407 N. Mopac Expwy. Suite 250 #364
Austin, TX 78758

Dear Ms. Boshier:

The Austin City Council approved the execution of a contract with your company for Lead Inspections in Private Residences services in accordance with the referenced solicitation.

Responsible Department:	Neighborhood Housing & Community Development
Department Contact Person:	Coby Ramirez
Department Contact Email Address:	Coby.Ramirez@austintexas.gov
Department Contact Telephone:	(512) 974-3122
Project Name:	Lead Inspections in Private Residences
Contractor Name:	Lonestar Environmental Services
Contract Number:	NA160000108
Contract Period:	5/23/2016 – 5/22/2017
Dollar Amount	\$51,000.00
Extension Options:	One 12-month option
Requisition Number:	RQM 7200 - 16021100258
Solicitation Number:	RFP JRD0311

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,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
LONESTAR STATE ENVIRONMENTAL SERVICES, LP DBA LONESTAR ENVIRONMENTAL
SERVICES ("CONTRACTOR")
FOR
LEAD INSPECTIONS IN PRIVATE RESIDENCES
MA 7200 NA160000108**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Lonestar State Environmental Services, LP dba Lonestar Environmental Services having offices at 12407 N. Mopac Expwy, Ste. 250 #364, Austin, Texas 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JRD0311 - Lead Inspections in Private Residences.

1.1 This Contract is composed of the following documents:

1.1.1 This Document

1.1.2 The City's Solicitation, Request for Proposal (RFP), JRD0311 - Lead Inspections in Private Residences including all documents incorporated by reference

1.1.3 Lonestar State Environmental Services, LP dba Lonestar Environmental Services Offer, dated 3/30/2016, including subsequent clarifications

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

1.2.1 This Document

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to one (1) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$51,000 for the initial Contract term and \$51,000 for each extension option as indicated in the Price Sheet, RFP Attachment A. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

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

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

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

LONESTAR ENVIRONMENTAL SERVICES

CITY OF AUSTIN

Tonya Boshier
Printed Name of Authorized Person

Jonathan Dalchau
Printed Name of Authorized Person

Tonya Boshier
Signature

[Handwritten Signature]
Signature

Owner
Title:

Senior Buyer Specialist
Title:

5/5/16
Date:

5/23/2016
Date:



**RFP JRD0311
Lead Inspections in Private Residences**

**City of Austin, Municipal Building
Purchasing Office – Response Enclosed
for Solicitation #JRD0311
124 W. 8th Street, Rm. 308
Austin, Texas 78701
Reception Phone: (512) 974-2500**

**Submitted by:
Lonestar Environmental Services
12407 N. Mopac Expwy. Ste. 250 #364
Austin, Texas 78758
Phone: 512/931-2513
Fax: 512/931-2543**



**Tonya Bosh, DSHS Licensed Consultant 105538
Due Date: 2:00 PM, Tuesday, April 5, 2016**

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EXECUTIVE SUMMARY

Lonestar Environmental Services is pleased to submit our sealed bid for consideration in providing lead consulting services for the City of Austin RFP JRD0311. Lonestar is certified by the Texas Building and Procurement Commission and the City of Austin as a Historically Underutilized Business (HUB).

Since 2002, Lonestar has provided our clients consulting services for asbestos, lead-based paint, and other hazardous materials. Lonestar provides lead inspections, lead risk assessments, and lead clearance sampling after renovation work has been completed. Lonestar consults with homeowners and contractors to clearly identify lead hazards and creates the protocol for safe handling of lead based materials prior to renovations/demolitions. These efforts provide families and contractors a clear understanding of the lead process. Lonestar is also an approved Environmental Protection Agency (EPA) licensed Training Provider for the Renovation, Repair, & Painting (RRP) Regulations.

Lonestar Environmental Services is well suited for this particular solicitation due to our excellent experience record with residential lead inspection/risk assessment services. Additionally, Lonestar has extensive experience in educational facilities where more stringent OSHA compliance requirements are mandatory. Lonestar has been providing lead consulting services for the Operations & Maintenance (O&M) Program at the University of Texas at Austin for the past twelve years. Additionally, Lonestar is contracted through UT Austin Project Management & Construction Services and is currently conducting a comprehensive study of small scale renovations activities and the effects of lead based materials on ambient and worker exposure. This study is the first of its kind and will provide invaluable information to UT staff in regards to worker and occupant protection.

As native Austinites, the owners of Lonestar Environmental Services are both excited about the opportunity to work with the City of Austin in providing lead consulting services that help low and moderate-income individuals and families. If you are looking for a small, local business, you have found it in Lonestar!

Sincerely,



Tonya Bosh
President

CITY OF AUSTIN PURCHASING DOCUMENTS

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION Complete and return	1
0035	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE SHEET	1
Attachment B	ATTACHMENT B – PURCHASING OFFICE EXCEPTIONS FORM	1

^ Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2600. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by

the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Lonestar Environmental Services

Company Address: 12407 N. Mopac Expwy. Ste. 250 #364

City, State, Zip: Austin, Texas 78758

Federal Tax ID No. 30-0289426

Printed Name of Officer or Authorized Representative: Tonya Boshier

Title: Owner

Signature of Officer or Authorized Representative: 

Date: 3/30/16

Email Address: tboshier@lonestar-environmental.com

Phone Number: 512/931-2513

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Lonestar Environmental Services	
Physical Address	12407 N. Mopac Expwy. Ste. 250 #364, Austin, Texas 78758	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="checkbox"/> Yes	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

SUBCONTRACTOR(S):

Name of Local Firm	EMSL Analytical, Inc.	
Physical Address	8700 Jameel Road, Suite 190, Houston, TX 77040	
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

Section 0700: Reference Sheet

Responding Company Name Lonestar Environmental 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 University of Texas at Austin, Environmental Safety & Health
Name and Title of Contact Elena Capsuto, Assistant Director of Campus and Occupational Safety
Project Name Campus Lead Study
Present Address PO Box 7729
City, State, Zip Code Austin, Texas 78713
Telephone Number (512) 471-7242 Fax Number () N/A
Email Address elena.capsuto@austin.utexas.edu

2. Company's Name University of Texas at Austin, Project Management & Construction Services
Name and Title of Contact CJ Wiles, Associate Director
Project Name Various projects over 12 year period
Present Address 1301 East Dean Keeton
City, State, Zip Code Austin, Texas 78722
Telephone Number (512) 471-7776 Fax Number (512) 471-8788
Email Address cjwiles@mail.utexas.edu

3. Company's Name Texas Military Department
Name and Title of Contact Gary Mullen, Facility Manager
Project Name Multiple Armories throughout the last ten years
Present Address 2200 West 35th Street
City, State, Zip Code Austin, Texas 78703
Telephone Number (512) 782-6951 Fax Number () N/A
Email Address gary.mullen@tx.ngb.army.mil

Section 0815: Living Wages Contractor Certification

Company Name Lonestar Environmental Services

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Alyssa Dyer	Lead Inspector
Curtis Dawson	Lead Inspector
Tonya Boshier	Owner, Prime Consultant
Rylan Boshier	Owner, Lead Inspector

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Lonestar Environmental Services

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP JRD0311
PROJECT NAME: LEAD INSPECTIONS IN PRIVATE RESIDENCES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope
Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Lonestar Environmental Services

Company Name

Tonya Boshier

Name and Title of Authorized Representative (Print or Type)



3/16/16

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP JRD0311
PROJECT NAME:	LEAD INSPECTIONS IN PRIVATE RESIDENCES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Lonestar Environmental Services		
Address	12407 N. Mopac Expwy. Ste. 250 #364		
City, State Zip	Austin, Texas 78758		
Phone Number	512/931-2513	Fax Number	N/A
Name of Contact Person	Tonya Bosher		
Is Company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Tonya Bosher, Owner

Name and Title of Authorized Representative (Print or Type)

Tonya Bosher

3/30/16

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	EMSL Analytical, Inc.		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input checked="" type="checkbox"/> Non-Certified		
Vendor ID Code	N/A		
Contact Person	Kimberly McDonough	Phone Number	843-628-3134
Amount of Subcontract	\$Estimated up to \$15,000		
List commodity codes & description of services	9268570 Laboratory Analysis Service, Soil Samples 96148 Laboratory and Field Testing Services		

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

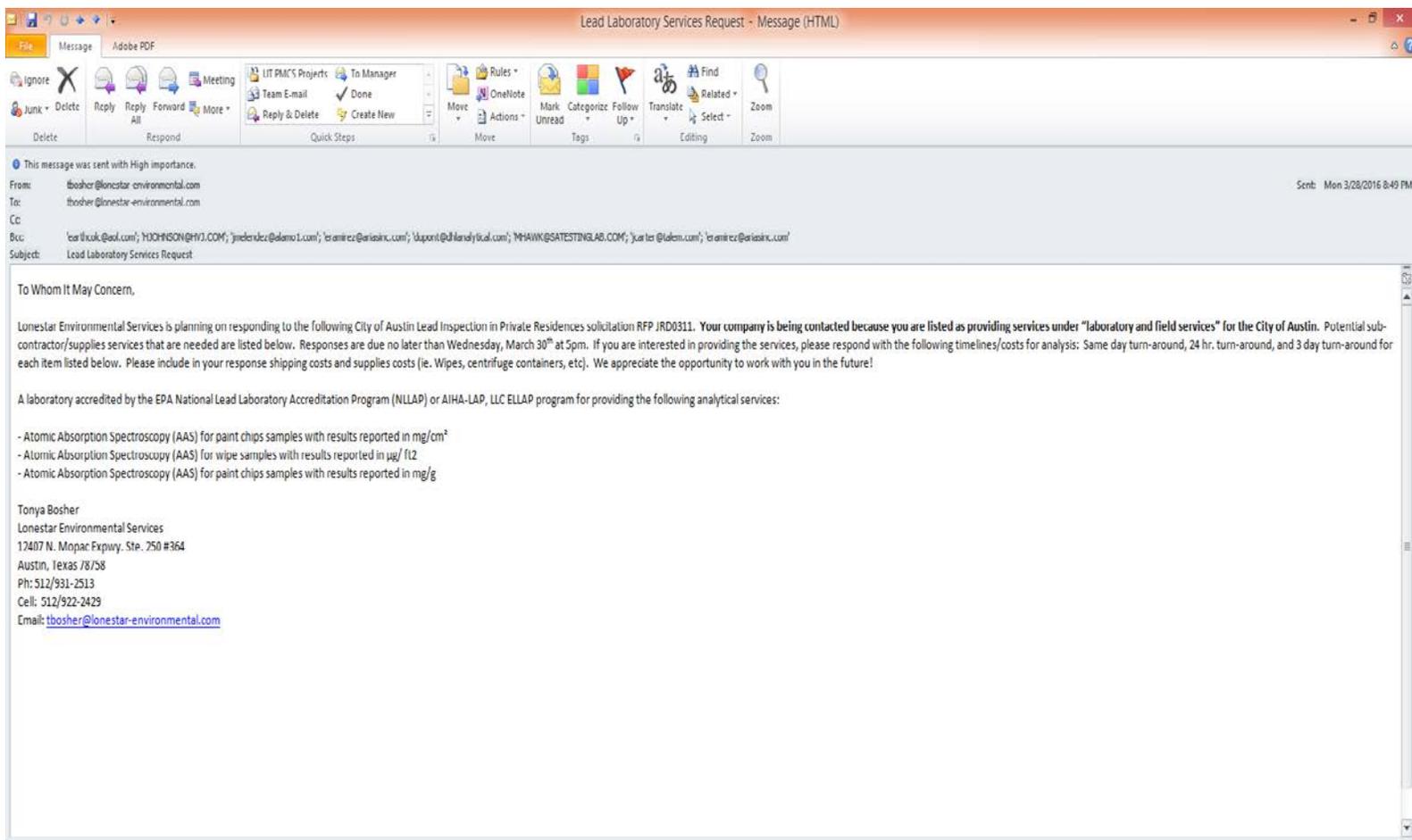
FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

GOOD FAITH EFFORTS

As part of Lonestar's good faith efforts, Stella Richerson with the City of Austin's SMBR was contacted and provided a spreadsheet with a list of City of Austin certified firms who could provide the scope of laboratory services identified in this solicitation. After reviewing the list, it was determined that the majority of the firms could not provide the specific type of laboratory credentials and analysis needed for this solicitation. Lonestar did however send emails to multiple firms to confirm if they provided the specific laboratory services, however none were either capable of providing the services or replied back to the request. Lonestar has identified a laboratory in Houston Texas that can provide the necessary services, however this laboratory is not a HUB firm. Should Lonestar identify a HUB firm that can provide the required laboratory services and provide similar pricing, consideration would be made to change to that firm. Lonestar is the prime contractor on this submittal and is a woman-owned business and is certified through the City of Austin as a WBE.



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1300289426200
File/Vendor Number: 022489
Approval Date: 18-SEP-2012
Scheduled Expiration Date: 18-SEP-2016

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LONESTAR STATE ENVIRONMENTAL SERVICES

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-SEP-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

AUTHORIZED NEGOTIATOR

Tonya Boshier
Lonestar Environmental Services
12407 N. Mopac Expwy. Ste. 250 #364
Austin, Texas 78758
Phone: 512-931-2513
Mobile: 512-922-2429
Email: tboshier@lonestar-environmental.com

The above listed person is authorized to negotiate the contract terms and render binding decisions on contract matters.

BUSINESS ORGANIZATION

Lonestar Environmental Services
12407 N. Mopac Expwy. Ste. 250 #364
Austin, Texas 78758

Lonestar Environmental Services operates as a limited partnership within the State of Texas.

CORPORATE EXPERIENCE

For fourteen years, Lonestar has partnered with small and large corporate clients to deliver a broad range of successful assignments including large University renovation/restoration projects, residential renovations, elevated blood lead level investigations, and lead decontamination of indoor firing ranges for the Texas Military Department. Our portfolio includes a wide array of varied lead consulting services, with more than 2000 corporate environmental projects.

The following projects are examples of experience related to the work requested in this solicitation:

Project Title: Texas Engineering Education Research Center (EERC)

Location: University of Texas at Austin

Year: September 2014 – March 2016

Reference Name: Mr. Ken Houghton

Title: Architect

Address: 2705 Bee Caves Road, Suite 300, Austin, Texas 78746

Phone: 512/314-3100

Abatement Cost: 5.3 Million, Lonestar's Oversight Contract \$277,000

Project Description: Abatement & Demolition of the Engineering Science Building (ENS)

Type of Services Provided: Provided asbestos/lead inspection services of entire facility for demolition, lead/asbestos abatement specifications, and asbestos/lead project management/air monitoring services for the abatement and demolition.

Lonestar Team Roles: Tonya Boshier conducted consulting services and inspection services. Onsite project management/air monitoring services were overseen by Curtis Dawson.

Project Title: Welch West Wing 1929

Location: University of Texas at Austin

Year: November 2014 – Present

Reference Name: Ms. Antoinette Bunkley

Title: Architect

Address: 5055 Wilshire Boulevard, 9th Floor, Los Angeles, California 90036

Phone: 323/525-0500

Abatement Cost: 1.2 Million, Lonestar's Oversight Contract estimated at \$70,000

Project Description: Abatement of Penthouse, 5th, 4th, 3rd, 2nd & 1st floors of Welch West Wing 1929

Type of Services Provided: Provided asbestos/lead inspection services of project area for renovation, lead/asbestos abatement specifications, and proposed asbestos/lead project management/air monitoring services for the abatement.

Lonestar Team Roles: Tonya Boshier & Rylan Boshier conducted consulting services and inspection services. Onsite project management/air monitoring services will be overseen by Curtis Dawson.

Project Title: A3 Design Elevated Blood Lead Level Investigation

Location: 613 West Lynn, Austin, TX 78703

Year: April 10, 2015

Reference Name: Dee Dee Ritzinger

Title: Landlord

Address: 1615 W 6th St Ste A, Austin, TX 78703

Phone: 512/477-1101

Project Description: Lead Inspection/Risk Assessment due to elevated blood lead level of child residing on property

Type of Services Provided: Conducted lead inspection/risk assessment to determine potential lead exposure at the residence.

Lonestar Team Roles: Tonya Boshier conducted risk assessment and Alyssa Dyer conducted lead inspection.

Project Title: Shelly Adwell Residence

Location: 5511 Exeter Drive, Austin, Texas 78723

Year: June 12, 2015

Reference Name: Shelly Adwell

Title: Homeowner

Address: 5511 Exeter Drive, Austin, Texas 78723

Phone: 512/925-9658

Project Description: Lead Inspection due to upcoming renovation in a pre-1978 home

Type of Services Provided: Conducted lead inspection to determine extent of lead based paint prior to renovation activities.

Lonestar Team Roles: Alyssa Dyer conducted lead inspection.

Project Title: Lori Woerner Residence

Location: 1704 Summit View Austin, Texas 78703

Year: July 18, 2014

Reference Name: Lori Woerner

Title: Homeowner

Address: 1704 Summit View Austin, Texas 78703

Email: Ogun.ni.eso@gmail.com

Project Description: Lead Inspection/Risk Assessment due to elevated blood lead level of child residing on property

Type of Services Provided: Conducted lead inspection/risk assessment to determine potential lead exposure at the residence.

Lonestar Team Roles: Tonya Boshier conducted risk assessment and lead inspection.

Project Title: Waxahachie Armory, Adjutant General's Department

Location: Waxahachie, Texas

Year: December 2010

Reference Name: Russell 'Mac' McDonald

Title: Project Manager

Address: 2200 W. 35th Street, Austin, Texas 78703

Email: russell.s.mcdonald2@ng.army.mil

Project Description: Provided lead inspection services, lead decontamination specifications and post-clearance sampling for the conversion of an indoor firing range

Type of Services Provided: Conducted lead inspection/risk assessment to determine potential lead exposure at the residence.

Lonestar Team Roles: Tonya Boshier conducted lead inspection, development of abatement specifications and post-clearance wipe sampling.

PERSONNEL QUALIFICATIONS

Lonestar currently has one lead risk assessor and three lead inspectors. Should we be awarded this contract, it is the intent of Lonestar to train and license Alyssa Dyer as a lead risk assessor, along with Rylan Boshier and Curtis Dawson, if the project schedule/demand deems this necessary.

A. RESUMES

TONYA BOSHER

Project Consultant, Specifications, Construction Administration, Abatement Design

SUMMARY

Mrs. Tonya Boshier, established Lonestar Environmental Services with her husband, Rylan Boshier, in June 2002. Mrs. Boshier has 18 years' experience with asbestos/lead consulting, including extensive consulting services for educational facilities such as the University of Texas, Austin Independent School District, and Central Texas College. Her prime responsibilities include interfacing with clients in coordination of the abatement process, project notifications, project design/specifications, lead risk assessments and scheduling of project monitoring/air monitoring.

EDUCATION

B.S. Biology

Saint Edward's University, 1996

CERTIFICATION

Department of State Health Services

Asbestos Consultant, State of Texas #105538

Department of State Health Services

Lead Risk Assessor/Inspector, State of Texas #2070655

PROFESSIONAL AFFILIATIONS

American Industrial Hygiene Association IHPAT Program

PREVIOUS EXPERIENCE

University of Texas at Austin

- School of Nursing Building Accessibility Renovations
- Perry-Castaneda ADA Restrooms Renovations
- Jester Dormitory – Annual Floor Renovations
- Demo of the Engineering Science Building (ENS)
- Texas Memorial Museum Life Safety Upgrade Renovations
- Texas Military Department
- Texas A&M University
- Austin Independent School District

RYLAN BOSHER

Vice President, Project Manager, Programming, Construction Administration, Operations

SUMMARY

Mr. Rylan Boshier co-founded Lonestar Environmental Services in June of 2002 with his wife, Tonya. His primary responsibilities include interfacing with clients in coordination of the abatement process, scheduling, and conducting consulting services. In addition to delivering services to clients, Rylan maintains the company's information technology infrastructure, website, leads our sales and marketing efforts, and manages company best practices.

EDUCATION

United States Marine Corp Austin Community College Central Texas College

CERTIFICATION

Department of State Health Services

Asbestos Inspector, State of Texas #602250

Department of State Health Services

Asbestos Project Manager, State of Texas #500982

Department of State Health Services

Asbestos Air Monitor, State of Texas #706052

Department of State Health Services

Lead Inspector License #2060851

NIOSH 582 Sampling & Evaluating Airborne Asbestos Dust

PROFESSIONAL AFFILIATIONS

American Industrial Hygiene Association IHPAT Program

PREVIOUS EXPERIENCE

- University of Texas at Austin
- Adjutant General's Department/Texas Military Department
- Texas A&M
- Austin Recovery
- Central Texas Medical Center

CURTIS DAWSON

DSHS Licensed Inspector, Project Manager, Air Monitoring Technician

SUMMARY

Mr. Curtis Dawson acts as the onsite representative for the client, interpreting project specifications and monitoring/evaluating contractor compliance with applicable rules and regulations. Mr. Dawson is also responsible for the collection of the air samples at asbestos/lead project sites to ensure proper containment of abatement and safety for building occupants.

EDUCATION

B.S. Geography – Physical Geography
Texas State University, 2009

CERTIFICATION

Department of State Health Services
Asbestos Project Manager License #501555

Department of State Health Services
Asbestos Air Monitor License #706691

Department of State Health Services
Lead Inspector License#2060885

NIOSH 582 Sampling & Evaluating Airborne Asbestos Dust

PROFESSIONAL AFFILIATIONS

American Industrial Hygiene Association IHPAT Program

PREVIOUS EXPERIENCE

University of Texas at Austin, multiple projects within the following buildings:

- Jester Dormitory
- Jesse H. Jones Communication Center (Building C)
- Sanchez Building
- Jester Dormitory
- Colorado Apartments (UT Married Student Housing)
- Gateway Apartments (UT Married Student Housing)
- Brackenridge Apartments (UT Married Student Housing)
- Engineering Science Building (Abatement/NESHAP Demolition)

City of Austin

ALYSSA DYER

DSHS Licensed Lead Inspector

SUMMARY

Ms. Alyssa Dyer provides various types of lead inspection services for OSHA compliance and for renovations/repair/painting projects. Alyssa has been with Lonestar for four years and is a valued asset to the company. Her attention to detail is impeccable and her willingness to go above and beyond her position is outstanding.

EDUCATION

B.A. Photography

Texas State University, 2011

CERTIFICATION

Department of State Health Services

Lead Inspector License#2060894

PREVIOUS EXPERIENCE

University of Texas at Austin, multiple projects within the following buildings:

- Welch West Wing 1929
- Welch 1978 Wing
- Jester Dormitory Floors 4, 5, 6
- Arno Nowotny
- Pickle Research Center, Building 45
- Ernest Cockrell Jr. Hall (ECJ)

- Sematech

- Residential Lead Inspection for 6508 Starstreak, Austin, Texas
- Residential Lead Inspection for 7303 Creekmere, Austin, Texas
- Residential Lead Inspection for 2613 W. 10th Street, Austin, Texas
- Residential Lead Inspection for 1621 Watchhill Road, Austin, TX

B. Valid licenses of Lead Inspectors by the Texas Department of State Health Services Environmental Lead Program



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

RYLAN R BOSHER

is certified to perform as a

Lead Inspector

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in black ink, appearing to read "Kirk Cole".

Kirk Cole, Interim
Commissioner of Health

License Number: 2060851

Expiration Date: 8/31/2017

Void After Expiration Date

VOID IF ALTERED

Control Number 6332

NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

ALYSSA DYER

is certified to perform as a

Lead Inspector

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in cursive script, appearing to read "David L. Lakey, M.D."

David L. Lakey, M.D.
Commissioner of Health

License Number: 2060894

Expiration Date: 4/9/2017

Void After Expiration Date

VOID IF ALTERED

Control Number 6298

NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

CURTIS M DAWSON

is certified to perform as a

Lead Inspector

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in cursive script, appearing to read "David L. Lakey, M.D.".

David L. Lakey, M.D.
Commissioner of Health

License Number: 2060885

Expiration Date: 7/9/2016

Void After Expiration Date

VOID IF ALTERED

Control Number 6276

NON-TRANSFERABLE

C. Valid licenses of Lead Risk Assessor by the Texas Department of State Health Services Environmental Lead Program



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

TONYA L BOSHER

is certified to perform as a

Lead Risk Assessor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in black ink, appearing to read "John Hellerstedt".

John Hellerstedt, M.D.
Commissioner of Health

License Number: 2070655

Expiration Date: 3/12/2018

Void After Expiration Date

VOID IF ALTERED

Control Number 7215

NON-TRANSFERABLE

D. Lead Firm & Training Certificates for Lead Risk Assessor & Lead Inspectors



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

LONESTAR STATE ENVIRONMENTAL SERVICES LP LONESTAR ENVIRONMENTAL SERVICES

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

*John Hellerstedt, M.D.
Commissioner of Health*

License Number: 2110315

Control Number 6795

Expiration Date: 3/17/2018

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



AEHS, INC.

(DSHS Lead Training Provider Certification # 20439)

CERTIFIES THAT

TONYA L. BOSHER

Has successfully completed

REFRESHER LEAD RISK ASSESSOR COURSE

IN ACCORDANCE WITH ALL REQUIREMENTS OF DSHS
(Texas Environmental Lead Reduction Rules)

0216-3439B

CERTIFICATE NUMBER

11 February 2016

COURSE COMPLETED

Marcie Sinclair

Marcie Sinclair, Training Director
AEHS, Inc.

4402 Centergate
San Antonio, Texas 78217
(210) 656-9300

J. Paz

Jacobo Paz, Instructor
AEHS, Inc.



AEHS, INC.

(DSHS Lead Training Provider Certification # 20439)

CERTIFIES THAT

TONYA L. BOSHER

Has successfully completed

REFRESHER LEAD INSPECTOR COURSE

IN ACCORDANCE WITH ALL REQUIREMENTS OF DSHS
(Texas Environmental Lead Reduction Rules)

0216-3438B

CERTIFICATE NUMBER

10 February 2016

COURSE COMPLETED

Marcie Sinclair

Marcie Sinclair, Training Director
AEHS, Inc.

4402 Centergate
San Antonio, Texas 78217
(210) 656-9300

J. Paz

Jacobo Paz, Instructor
AEHS, Inc.



AEHS, INC.

(DSHS Lead Training Provider Certification # 20439)

CERTIFIES THAT

RYLAN BOSHER

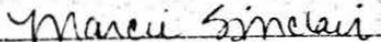
Has ~~AEHS~~ successfully completed

REFRESHER LEAD INSPECTOR COURSE

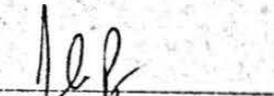
IN ACCORDANCE WITH ALL REQUIREMENTS OF DSHS
(Texas Environmental Lead Reduction Rules)

0215-3176A
CERTIFICATE NUMBER

18 February 2015
COURSE COMPLETED


Marcie Sinclair, Training Director
AEHS, Inc.

1402 Center Gate
San Antonio, Texas 78217
(210) 656-9300


Jacobo Paz, Instructor
AEHS, Inc.



AEHS, INC.

(DSHS Lead Training Provider Certification # 20439)

CERTIFIES THAT

ALYSSA DYER

Has ~~successfully~~ **AEHS** completed

INITIAL LEAD INSPECTOR COURSE

IN ACCORDANCE WITH ALL REQUIREMENTS OF DSHS
(Texas Environmental Lead Reduction Rules)

0215-3159A

CERTIFICATE NUMBER

4 February 2015

COURSE COMPLETED

Marcie Sinclair
Marcie Sinclair, Training Director
AEHS, Inc.

4402 Center Gate
San Antonio, Texas 78217
(210) 656-9300

Kelly M. Brown
Kelly M. Brown, Instructor
AEHS, Inc.



AEHS, INC.

(DSHS Lead Training Provider Certification # 20439)

CERTIFIES THAT

CURTIS DAWSON

Has successfully completed

INITIAL LEAD INSPECTOR COURSE

IN ACCORDANCE WITH ALL REQUIREMENTS OF DSHS
(Texas Environmental Lead Reduction Rules)

0314-2786A

CERTIFICATE NUMBER

2 April 2014

COURSE COMPLETED



Marcie Sinclair, Training Director
AEHS, Inc.

4402 Center Gate
San Antonio, Texas 78217
(210) 656-9300



Kelly M. Brown, Instructor
AEHS, Inc.

E. Signed Affidavit regarding Background Check

Lonestar Environmental Services certifies that each inspector and/or risk assessor proposed for this Solicitation has passed a criminal background check.

A handwritten signature in black ink, reading "Tonya Bosh", is enclosed within a thin black rectangular border.

Tonya Bosh
Lonestar Owner

F. Expertise in content specified in the Scope of Work

All personnel proposed for this solicitation have proper training and expertise in providing lead inspection and risk assessment services in the capacity requested by the City of Austin. Lonestar ensures that whenever lead consulting services are provided, information is accurate, up to regulatory standards, and meets client expectations.

All work performed shall be in compliance with the Texas Environmental Lead Reduction Rules, TX Civil Statutes Article 9029, as amended, and United States Department of Housing & Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

APPROACH TO WORK

Lonestar understands the intent of this contract is to provide lead inspection and risk assessment services for multi-family and single-family homes in support of the Lead Hazard Control Healthy Homes Grant (LHCHHG) program for the City of Austin's Neighborhood Housing & Community Development Office (NHCD).

As the prime firm, Lonestar is committed to providing adequate resources to undertake this project. We understand the level of commitment it takes to successfully manage a contract of this magnitude. With years of experience providing services to universities, Lonestar also understands the critical issues involved when dealing with sensitive subjects such as lead and asbestos. Consideration of one's home and privacy are equally important aspects of the lead inspection/risk assessment and Lonestar believes our approach is unmatched. Lonestar often receives praise from clients regarding our services, our unobtrusive presence within their homes, and knowledge of the subject matter.

Once requested to provide services, Lonestar will arrive on site to meet with the homeowner at the designated time. It is understood that a portion of the single-family homes shall have only a full inspection without risk assessment based on the City of Austin's estimate of homes that would test negative during the pre-inspection. Lonestar will utilize a Niton X-ray Fluorescence Spectrum Analyzer (XRF) Model: XL 300A to conduct the inspection of both the interior and exterior of the property. For each unit that tests positive during the pre-inspection, Lonestar will conduct a risk assessment that will be delivered to the City of Austin within seven (7) business days. Full inspection reports without risk assessments will also be delivered to the City of Austin within seven (7) business days. The risk assessment will include an interview of the resident(s) to determine use patterns within the property. A brief survey of the building condition will be conducted and a visual assessment of the building and paint conditions will be evaluated to aid in selecting areas for dust and paint testing locations. Bare soil areas, play areas, and dripline areas will also be visually observed and composite soil sampling shall be conducted to determine potential contamination of these areas. All dust and soil samples will be submitted overnight through the proper chain-of-custody documentation to an EPA National Lead Laboratory Accreditation Program (NLLAP) or AIHA-LAP, LLC ELLAP Program approved laboratory for analysis. Turn-around time for dust, soil, and paint chip sampling (if required) shall be within 3 days. After the interpretation of laboratory results, Lonestar will complete a comprehensive report with a photo of the front of the house on the cover sheet, photos of components that tested positive, a sample sheet of the XRF results, copies of the results from the laboratory of dust, soil, and paint chip sampling (if required) and hazard control recommendations.

The pricing includes all associated costs for conducting the full inspections/risk assessments including staff time, travel, materials, shipping of samples, equipment, documentation, and appurtenances. It is currently estimated that each single-family home will require up to eight wipe samples based on the collection of a minimum of one floor, one window sill per room (estimated no more than 4 rooms), and one to two samples in common areas and one field blank. Soil sampling is estimated to be up to three composite samples per single-family home based on play areas, dripline areas, and field blanks. Multiple family units will need to be evaluated based on size and number of units.

Below is a sample report of a lead inspection/risk assessment that would be representative of the report that would be provided to the City of Austin. Please keep in mind that this report can be modified should the City request additional information not contained in this sample report.



**Lead Inspection for:
Marina Brinkley
600 Oakwood Avenue Apartment C
Austin, Texas 78703**

**12407 N. Mopac Expwy. Ste. 250 #364
Austin, TX 78758
Ph. (512) 931-2513 Fax (512) 931-2543
www.lonestar-environmental.com**

Alyssa Dyer

**Alyssa Dyer, Lead Inspector #2060894
Expires 4/9/17**



LONESTAR LEAD EXECUTIVE SUMMARY

Marina Brinkley
600 Oakwood Avenue
Apartment C
Austin, TX 78703
512.472.2112
marina@brinkleyhouses.com

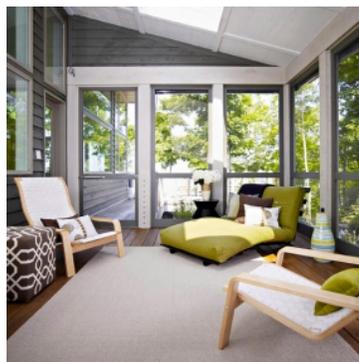
Referenced Project: 600 Oakwood Avenue
From: Tonya Boshier
Lonestar Environmental Services, Consultant

On May 27th, 2015 Lonestar Environmental Services was requested to perform a lead inspection for 600 Oakwood Avenue, located in Austin, Texas. Lonestar was requested to conduct a lead based paint inspection and risk assessment to determine potential lead at the residence. The property is a pre-1978 (1960, ~1,500sqft) home receiving federal funding and therefore the U.S. Department of Housing and Urban Development (HUD) and U.S. Environmental Protection Agency (EPA) rules apply. HUD/EPA definition for lead-based paint is equal or greater than 1.0 mg/cm² or 0.5% by weight, as defined by Title X of the Housing and Community Development Act of 1992. The property has not had any prior lead based paint testing. Alyssa Dyer, a licensed lead inspector, DSHS #2060894, and Tonya Boshier, a licensed lead risk assessor, DSHS #2070655, conducted the inspection and risk assessment.

The lead inspection is a surface-by-surface investigation to determine the presence of lead based paint throughout the property. For each common area and exterior, the onsite inspector identified all testing combinations in each room equivalent. A testing combination is characterized by the room equivalent, the component type, and the substrate. A room equivalent is an identifiable part of a residence (ie. Room, house exterior, kitchen, etc.). Painted surfaces that were investigated included any surface coated with paint, shellac, varnish, stain, paint covered by wallpaper, or any other coating. An X-ray Fluorescence Spectrum Analyzer (XRF) Model: XL 300A Serial Number 83340 was used to conduct the lead inspection. Lead paint amounts are documented in mg/cm² because this unit of measurement does not depend on the number of layers of non-lead-based paint and can usually be obtained without damaging the painted surface. It should be noted that no inclusive readings were obtained and therefore no lead paint chips were collected. The sample description for each sample collected, sample location, substrate, color, and results are found in the following tables.

The following items should be considered positive based on the HUD/EPA definition of lead based paint, which is 1.0 mg/cm² or above.

- **Grey Wood Wall (Room 7 – Porch)**
- **Brown Wood Floor (Room 7 Porch)**





LONESTAR LEAD EXECUTIVE SUMMARY

HUD, consistent with EPA, CDC and OSHA, note that paint with lead that is deteriorated or disturbed, even if its lead content is below the standard of 1.0 mg/cm² or above, may still pose a human health hazard. The hazard depends on how much lead-contaminated dust is generated from the paint and where that dust is dispersed. Therefore, HUD recommends using lead-safe work methods when working with paint that is known or presumed to have lead in it.

DISCLOSURE OF LEAD-BASED PAINT

Results of this inspection must be provided to new lessees (tenants) and prospective buyers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available to prospective tenants, and to renewing tenants if they have not been provided the information previously. The inspector's plain language summary of the report must be provided to the client (e.g. property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include the Lead Warning Statement in the leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards. Complete disclosure requires the landlord/sellers and renter/buyers (and their agents) to sign and date acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own lead-based pain inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed; the standard period is 10 days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least 3 years.

The XRF was auto-calibrated prior to testing and after testing. Immediately after auto-calibration, National Institute of Standards and Technology (NIST) reference samples were tested to ensure equipment functionality. These values were found to be within the accepted limits. The NIST Standard Reference Material (SRM) used for the XRF calibration is Film #2573 (20 sec sample reading) and has a 1.04 +/- 0.06 margin of error. The inspector that conducted this inspection was Alyssa Dyer.

NOTE: Items in Red meet HUD/EPA's definition of lead based paint and must be properly handled during renovation activities.

CALIBRATIONS

Reading No	Time	Duration	Units	Type	Site	Results	Depth Index	Action Level	PbC
588	5/27/2015 8:09	20.22	mg / cm ^2	CALIBRATE	600 OAKWOOD AVE.	Positive	1	1	1.1
589	5/27/2015 8:10	20.1	mg / cm ^2	CALIBRATE	601 OAKWOOD AVE.	Positive	1	1	1
590	5/27/2015 8:10	21.1	mg / cm ^2	CALIBRATE	602 OAKWOOD AVE.	Positive	1	1	1.1
606	5/27/2015 10:11	20.24	mg / cm ^2	CALIBRATE	603 OAKWOOD AVE.	Positive	1	1	1.1
607	5/27/2015 10:12	20.19	mg / cm ^2	CALIBRATE	604 OAKWOOD AVE.	Positive	1	1	1
608	5/27/2015 10:12	20.13	mg / cm ^2	CALIBRATE	605 OAKWOOD AVE.	Positive	1	1	1.1



LONESTAR
LEAD EXECUTIVE SUMMARY

XRF READINGS

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703											DATE: MAY 27TH, 2015			
ROOM EQUIVALENT: ROOM 3 - HALL														
XRF SERIAL #: 83340											INSPECTOR NAME: ALYSSA DYER		SIGNATURE: <i>Alyssa Dyer</i>	
Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC	
591	5/27/2015 8:18	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
592	5/27/2015 8:19	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
593	5/27/2015 8:20	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
594	5/27/2015 8:23	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0.01	
595	5/27/2015 8:26	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
596	5/27/2015 8:26	mg / cm ²	BASEBOARD	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
597	5/27/2015 8:28	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
598	5/27/2015 8:30	mg / cm ²	STAIR RAIL	WOOD	B	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	
599	5/27/2015 8:32	mg / cm ²	DOOR	WOOD	C	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0.01	
600	5/27/2015 8:34	mg / cm ²	DOOR FRAME	WOOD	C	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	HALL - ROOM 3	NEG	1	0	

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703											DATE: MAY 27TH, 2015			
ROOM EQUIVALENT: ROOM 6 - PLAY ROOM														
XRF SERIAL #: 83340											INSPECTOR NAME: ALYSSA DYER		SIGNATURE: <i>Alyssa Dyer</i>	
Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC	
601	5/27/2015 8:34	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
602	5/27/2015 8:34	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
603	5/27/2015 8:34	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
604	5/27/2015 8:35	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
605	5/27/2015 8:36	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
606	5/27/2015 8:36	mg / cm ²	BASEBOARD	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
607	5/27/2015 8:38	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
608	5/27/2015 8:40	mg / cm ²	STAIR RAIL	WOOD	B	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0.01	
609	5/27/2015 8:40	mg / cm ²	DOOR	WOOD	C	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0.01	
610	5/27/2015 8:41	mg / cm ²	DOOR FRAME	WOOD	C	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0.02	
611	5/27/2015 8:41	mg / cm ²	WINDOW SILL	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0.03	
612	5/27/2015 8:42	mg / cm ²	WINDOW SASH	METAL	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0	
613	5/27/2015 8:42	mg / cm ²	WINDOW FRAME	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 6 - PLAY ROOM	NEG	1	0.01	



LONESTAR
LEAD EXECUTIVE SUMMARY

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703

DATE: MAY 27TH, 2015

ROOM EQUIVALENT: ROOM 7 - PORCH

XRF SERIAL #: 83340

INSPECTOR NAME: ALYSSA DYER

SIGNATURE: *Alyssa Dyer*

Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC
614	5/27/2015 8:43	mg / cm ²	WALL	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	POS	1	2.4
615	5/27/2015 8:43	mg / cm ²	WALL	WOOD	C	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	POS	1	3.6
616	5/27/2015 8:44	mg / cm ²	WALL	WOOD	D	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	POS	1	4.1
617	5/27/2015 8:46	mg / cm ²	WALL	WOOD	D	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	POS	1	4.4
618	5/27/2015 8:46	mg / cm ²	CEILING	WOOD	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0.02
619	5/27/2015 8:47	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	POS	1	6.4
620	5/27/2015 8:47	mg / cm ²	DOOR	WOOD	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
621	5/27/2015 8:48	mg / cm ²	DOOR FRAME	WOOD	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
622	5/27/2015 8:48	mg / cm ²	WINDOW SILL	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
623	5/27/2015 8:48	mg / cm ²	WINDOW SASH	METAL	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
624	5/27/2015 8:49	mg / cm ²	WINDOW FRAME/TRIM	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
625	5/27/2015 8:49	mg / cm ²	TABLE	WOOD	N/A	INTACT	BLACK	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0
626	5/27/2015 8:49	mg / cm ²	TOY STORAGE	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 7 - PORCH	NEG	1	0

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703

DATE: MAY 27TH, 2015

ROOM EQUIVALENT: ROOM 1 - DINING/LIVING AREA

XRF SERIAL #: 83340

INSPECTOR NAME: ALYSSA DYER

SIGNATURE: *Alyssa Dyer*

Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC
627	5/27/2015 8:50	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
628	5/27/2015 8:50	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
629	5/27/2015 8:51	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
630	5/27/2015 8:51	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
631	5/27/2015 8:52	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
632	5/27/2015 8:53	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
633	5/27/2015 8:53	mg / cm ²	DOOR	WOOD	A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0.01
634	5/27/2015 8:54	mg / cm ²	DOOR FRAME	WOOD	A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0.02
635	5/27/2015 8:55	mg / cm ²	WINDOW SILL	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
636	5/27/2015 8:55	mg / cm ²	WINDOW SASH	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
637	5/27/2015 8:56	mg / cm ²	WINDOW FRAME	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0
638	5/27/2015 8:57	mg / cm ²	BASEBOARD	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 1 - DINING/LIV	NEG	1	0



LONESTAR
LEAD EXECUTIVE SUMMARY

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703 DATE: MAY 27TH, 2015
 ROOM EQUIVALENT: ROOM 2 - KITCHEN
 XRF SERIAL #: 83340 INSPECTOR NAME: ALYSSA DYER SIGNATURE: *Alyssa Dyer*

Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC
639	5/27/2015 8:57	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
640	5/27/2015 8:58	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
641	5/27/2015 8:58	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
642	5/27/2015 8:59	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
643	5/27/2015 8:59	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
644	5/27/2015 9:01	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
645	5/27/2015 9:02	mg / cm ²	DOOR FRAME	WOOD	A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0.01
646	5/27/2015 9:04	mg / cm ²	WINDOW SILL	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0.03
647	5/27/2015 9:06	mg / cm ²	WINDOW SASH	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0.05
648	5/27/2015 9:07	mg / cm ²	WINDOW FRAME	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0.02
649	5/27/2015 9:09	mg / cm ²	CABINETS	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0
650	5/27/2015 9:09	mg / cm ²	CABINETS	WOOD	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 2 - KITCHEN	NEG	1	0

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703 DATE: MAY 27TH, 2015
 ROOM EQUIVALENT: ROOM 4 - BATHROOM
 XRF SERIAL #: 83340 INSPECTOR NAME: ALYSSA DYER SIGNATURE: *Alyssa Dyer*

Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC
651	5/27/2015 9:11	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
652	5/27/2015 9:12	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
653	5/27/2015 9:12	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
654	5/27/2015 9:13	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
655	5/27/2015 9:14	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
656	5/27/2015 9:15	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
657	5/27/2015 9:16	mg / cm ²	DOOR	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
658	5/27/2015 9:16	mg / cm ²	DOOR FRAME	WOOD	B	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
659	5/27/2015 9:17	mg / cm ²	WINDOW SILL	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0.07
660	5/27/2015 9:18	mg / cm ²	WINDOW SASH	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0.04
661	5/27/2015 9:18	mg / cm ²	WINDOW FRAME	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0.02
662	5/27/2015 9:20	mg / cm ²	CABINET	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	NEG	1	0
663	5/27/2015 9:20	mg / cm ²	TUB	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 4 - BATHROOM	POS	1	0.02



LONESTAR LEAD EXECUTIVE SUMMARY

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703											DATE: MAY 27TH, 2015					
ROOM EQUIVALENT: ROOM 5 - AUGUST'S ROOM																
XRF SERIAL #: 83340											INSPECTOR NAME: ALYSSA DYER			SIGNATURE: <i>Alyssa Dyer</i>		
Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC			
664	5/27/2015 9:22	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
665	5/27/2015 9:22	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
666	5/27/2015 9:23	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
667	5/27/2015 9:24	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
668	5/27/2015 9:26	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
669	5/27/2015 9:28	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
670	5/27/2015 9:29	mg / cm ²	DOOR FRAME	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0.01			
671	5/27/2015 9:30	mg / cm ²	DOOR	WOOD	A	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 5 - AUGUST'S ROOM	NEG	1	0.01			
672	5/27/2015 9:31	mg / cm ²	WINDOW SILL	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
673	5/27/2015 9:31	mg / cm ²	WINDOW SASH	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
674	5/27/2015 9:32	mg / cm ²	WINDOW FRAME	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
675	5/27/2015 9:32	mg / cm ²	CRIB	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
676	5/27/2015 9:33	mg / cm ²	BED	WOOD	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			
677	5/27/2015 9:34	mg / cm ²	DRESSER	WOOD	D	INTACT	WHITE	600 OAKWOOD AVE - #C	1	ROOM 5 - AUGUST'S ROOM	NEG	1	0			

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703											DATE: MAY 27TH, 2015					
ROOM EQUIVALENT: ROOM 8 - MASTER BEDROOM																
XRF SERIAL #: 83340											INSPECTOR NAME: ALYSSA DYER			SIGNATURE: <i>Alyssa Dyer</i>		
Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC			
664	5/27/2015 9:22	mg / cm ²	WALL	SHEETROCK	A	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
665	5/27/2015 9:22	mg / cm ²	WALL	SHEETROCK	B	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
666	5/27/2015 9:23	mg / cm ²	WALL	SHEETROCK	C	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
667	5/27/2015 9:24	mg / cm ²	WALL	SHEETROCK	D	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
668	5/27/2015 9:26	mg / cm ²	CEILING	SHEETROCK	N/A	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
669	5/27/2015 9:28	mg / cm ²	FLOOR	WOOD	N/A	INTACT	BROWN VARNISH	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			
672	5/27/2015 9:31	mg / cm ²	WINDOW SILL	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0.02			
673	5/27/2015 9:31	mg / cm ²	WINDOW SASH	METAL	C	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0.01			
674	5/27/2015 9:32	mg / cm ²	WINDOW FRAME	WOOD	C	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0.03			
675	5/27/2015 9:32	mg / cm ²	DRESSER	WOOD	C	INTACT	BLACK	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0.01			
676	5/27/2015 9:33	mg / cm ²	DRESSER	WOOD	C	INTACT	GREEN	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0.06			
677	5/27/2015 9:34	mg / cm ²	DESK	WOOD	B	INTACT	WHITE	600 OAKWOOD AVE - #C	2	ROOM 8 - MASTER BEDROOM	NEG	1	0			



LONESTAR LEAD EXECUTIVE SUMMARY

ADDRESS/UNIT #: 600 OAKWOOD AVE. APT#C, AUSTIN, TX 78703

DATE: MAY 27TH, 2015

ROOM EQUIVALENT: ROOM 9 - EXTERIOR

XRF SERIAL #: 83340

INSPECTOR NAME: ALYSSA DYER

SIGNATURE:

Reading No	Time	Units	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Results	Action Level	PbC
678	5/27/2015 9:34	mg / cm ²	EXTERIOR SIDING	WOOD	A	INTACT	GREEN	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
679	5/27/2015 9:36	mg / cm ²	EXTERIOR SIDING	WOOD	B	INTACT	GREEN	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0.02
680	5/27/2015 9:37	mg / cm ²	EXTERIOR SIDING	WOOD	C	INTACT	GREEN	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
681	5/27/2015 9:39	mg / cm ²	EXTERIOR SIDING	WOOD	D	INTACT	GREEN	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0.01
682	5/27/2015 9:41	mg / cm ²	GUTTERS	METAL	C	INTACT	GREEN	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
683	5/27/2015 9:43	mg / cm ²	COLUMNS	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
684	5/27/2015 9:44	mg / cm ²	COLUMN TRIM	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0.03
685	5/27/2015 9:45	mg / cm ²	LATTICE WORK	WOOD	C	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
686	5/27/2015 9:45	mg / cm ²	WINDOW	METAL	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0.02
687	5/27/2015 9:47	mg / cm ²	WINDOW TRIM	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
688	5/27/2015 9:49	mg / cm ²	DOOR	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
689	5/27/2015 9:51	mg / cm ²	DOOR FRAME/TRIM	WOOD	A	INTACT	GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0
690	5/27/2015 9:55	mg / cm ²	AIR CONDITIONER	METAL	D	INTACT	DARK GREY	600 OAKWOOD AVE - #C	1	ROOM 9 - EXTERIOR	NEG	1	0



LONESTAR
LEAD EXECUTIVE SUMMARY

Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

EDITION NO.: 1

MANUFACTURER AND MODEL:

Make: Niton LLC

Tested Model: XLp 300

Source: ¹⁰⁹Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

XLi 300A, XLi 301A, XLi 302A and XLi 303A.

XLp 300A, XLp 301A, XLp 302A and XLp 303A.

XLi 700A, XLi 701A, XLi 702A and XLi 703A.

XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm² (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for: Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0



LONESTAR
LEAD EXECUTIVE SUMMARY

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40-mCi initial strength, and the other's was installed June 2004 with 40-mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.
Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results. Find the absolute difference of the two averages.



LONESTAR LEAD EXECUTIVE SUMMARY

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)
All Data

Median for laboratory-measured lead levels (mg/cm²)

Substrate	25th Percentile	Median		Pb < 0.25	0.25 < Pb < 1.0	1.0 < Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled Methodology for XRF Performance Characteristic Sheets provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.



Risk Assessment for:
Marina Brinkley
600 Oakwood Avenue Apartment C
Austin, Texas 78703

12407 N. Mopac Expwy. Ste. 250 #364
Austin, TX 78758
Ph. (512) 931-2513 Fax (512) 931-2543
www.lonestar-environmental.com

A handwritten signature in cursive script that reads "Tonya Bosh".

Tonya Bosh, Lead Risk Assessor #2070655
Expires 3/12/18



LONESTAR LEAD EXECUTIVE SUMMARY

Marina Brinkley
600 Oakwood Avenue
Apartment C
Austin, TX 78703
512.472.2112
marina@brinkleyhouses.com

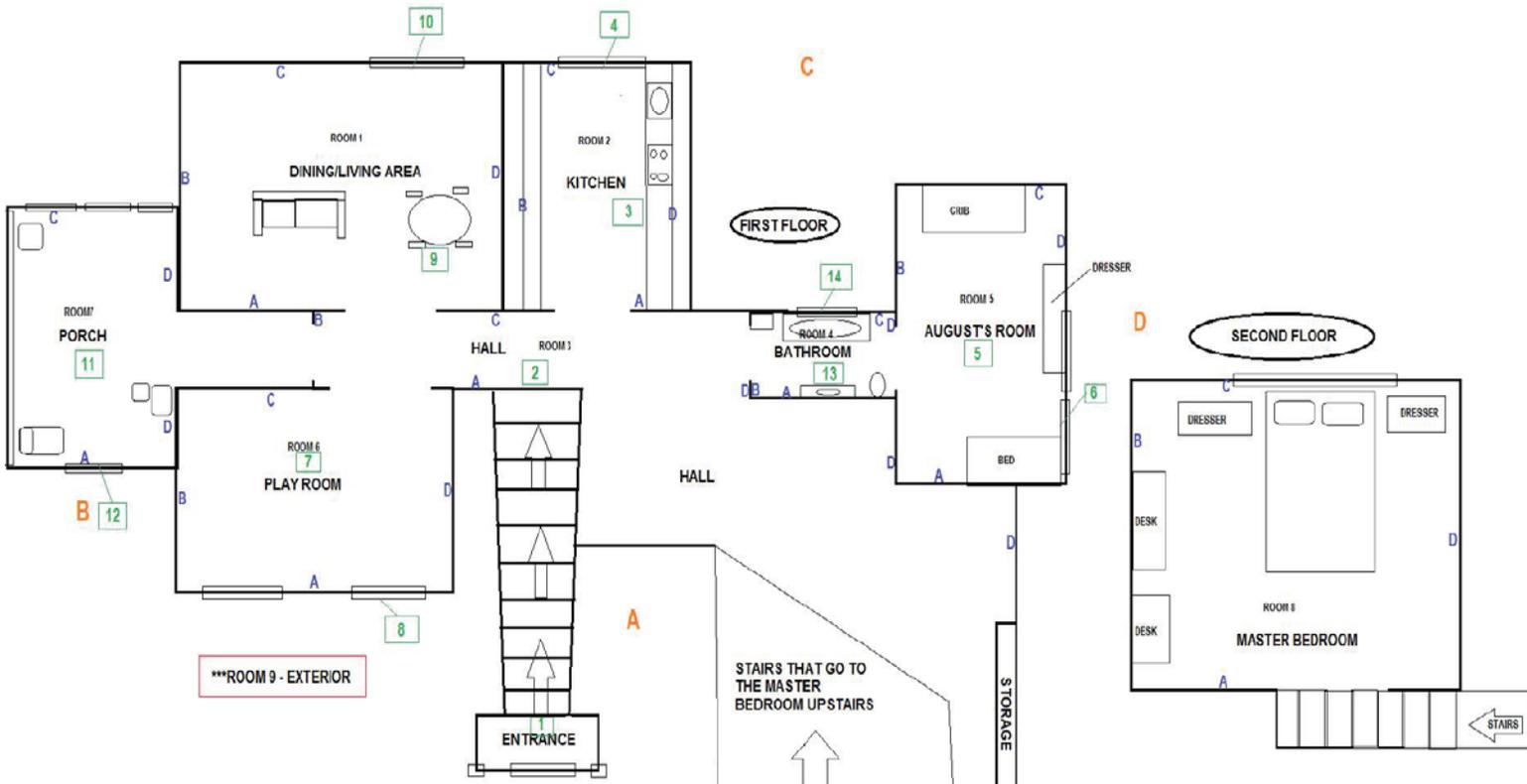
On May 27th, 2015 Lonestar Environmental Services conducted a lead risk assessment at 600 Oakwood Avenue, to determine the existence, nature, severity and location of lead based paint hazards in or on the residence located at 600 Oakwood Avenue Apartment C in Austin, Texas. The intent of this report is to document existing lead paint hazards and provide options for reducing these known hazards. A lead based paint hazard is any condition that causes exposure to lead from dust, soil, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

The property is a pre-1978 (1960, ~1,500sqft) residential dwelling and has not previously been assessed/screened for hazardous lead containing materials. The risk assessment began with an interview of the mother to identify family use patterns where young children sleep, play and eat and use of entrances and windows. The questionnaire also addressed other potential sources of lead-based paint hazards such as occupational exposure, hobbies, recent renovations, toys, furniture, dishware, and potential exposure from outside sources such as relatives' homes or other places where a child could encounter lead on a regular basis. A visual assessment was conducted to determine the building conditions and to locate the existence of deteriorated paint, both interior and exterior. Friction, impact, and chewable surfaces were all inventoried for deteriorated paint or evidence of disturbance. All painted surfaces were intact and in good condition. Dust wipe samples were collected to verify the potential levels of lead contaminated dust within the apartment. Dust wipe sample protocol adhered to ASTM Standard Practice E 1793 "Standard Specification for Wipe Sampling Materials for Lead in Surface Dust." The dust wipe samples locations were determined based on use patterns of young children in the residence. A total of fourteen (14) dust wipe samples were collected throughout the residence and submitted to an EPA accredited National Lead Laboratory Accreditation Program (NLLAP), Quantem Laboratories, in Oklahoma City, OK. All fourteen dust wipe sample results were within acceptable ranges and well below the federal hazard levels for lead hazard risk assessments (see Table 5.3 for hazard levels). The risk assessor investigated play areas, non-play areas in the dripline/foundation area, and non-play areas in the rest of the yard and determined that no soil samples would be collected due to all areas have proper ground cover and no bare soil.



LONESTAR LEAD EXECUTIVE SUMMARY

DUST WIPE SAMPLING LOCATIONS



LEAD WIPE SAMPLES				
UNIT #, COMMON AREA	ROOM EQUIVALENT	BUILDING COMPONENT	LEAD LEVEL ($\mu\text{g}/\text{ft}^2$)	OPTIONS FOR CORRECTIVE ACTION
1 – Entryway (OAK1W)	N/A	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
2 – Top of the Stairs (OAK2W)	Room 3	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
3 – Kitchen (OAK3W)	Room 2	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
4 – Kitchen (OAK4W)	Room 2	Window Sill	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
5 – August's Room (OAK5W)	Room 5	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
6 – August's Room (OAK6W)	Room 5	Window Sill	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
7 – Play Room (OAK7W)	Room 6	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
8 – Play Room (OAK8W)	Room 6	Window Sill	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
9 – Dining/Living (OAK9W)	Room 1	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
10 – Dining/Living (OAK10W)	Room 1	Window Sill	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
11 – Porch (OAK11W)	Room 7	Floor	18.1 $\mu\text{g}/\text{ft}^2$	Continue to visually inspect for deterioration/disturbance
12 – Porch (OAK12W)	Room 7	Window Sill	18.1 $\mu\text{g}/\text{ft}^2$	Continue to visually inspect for deterioration/disturbance
13 – Bathroom (OAK13W)	Room 4	Floor	<9.00 $\mu\text{g}/\text{ft}^2$	N/A
14 – Bathroom (OAK14W)	Room 4	Window Sill	<9.00 $\mu\text{g}/\text{ft}^2$	N/A



LONESTAR
LEAD EXECUTIVE SUMMARY

RECOMMENDATIONS

At the completion of the risk assessment, it was determined that no lead hazards were found at the dwelling. It should be noted that the paint on the porch walls and floor do meet the HUD/EPA definition of lead based paint and should the resident choose to conduct any renovations, safe lead work practices and applicable regulations should be strictly adhered to by the contractor. It should be noted that lead hazards could still emerge in the event of paint deterioration or disturbance of the above positive lead based painted components. If the property is HUD-assisted, reevaluation at least as often as every two years is required by the Lead Safe Housing Rule 24 CFR 35.1355(b)(4).

If you have any questions regarding these requirements, please feel free to contact Tonya Boshier with Lonestar Environmental at 512/931-2513.

Regards,

Tonya Boshier
Lonestar Environmental Services
DSHS Lead Firm License #2110315
DSHS Lead Risk Assessor License #2070655
tboshier@lonestar-environmental.com

Alyssa Dyer
Lonestar Environmental Services
DSHS Lead Inspector License #2060894
lonestar@lonestar-environmental.com



LONESTAR
LEAD EXECUTIVE SUMMARY



Lead Chain-of-Custody

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502
(800) 822-1650 (405) 755-7272 Fax (405) 755-2058
www.quantem.com

Page 1 of 1

This Box is for Lab Use Only
Lab No _____
Accepted _____ Rejected _____

Company Name Lonestar Environmental Services Acct # N/A Project Name Marina Brinkley
Project Location 600 Oakwood Avenue Apt. C Project Number N/A

Sample Number	Sample Description	Volume of Area	Sample Matrix	Analysis		Units Requested						Sample Matrix Codes			
				Pb	Blank	PPM	µg/g	mg/kg	µg/dust	µg/air	µg/soil		µg/lead		
OAK1W	Entryway Floor	1SF	C	✓							✓				
OAK2W	Top of Stairs Floor	1SF	C	✓							✓				
OAK3W	Kitchen Floor	1SF	C	✓							✓				
OAK4W	Kitchen Window Sill	1SF	C	✓							✓				
OAK5W	August Room Floor	1SF	C	✓							✓				
OAK6W	August Room Window Sill	1SF	C	✓							✓				
OAK7W	Play Room Floor	1SF	C	✓							✓				
OAK8W	Play Room Window Sill	1SF	C	✓							✓				
OAK9W	Dining/Living Floor	1SF	C	✓							✓				
OAK10W	Dining/Living Window Sill	1SF	C	✓							✓				
OAK11W	Porch Floor	1SF	C	✓							✓				
OAK12W	Porch Window Sill	1SF	C	✓							✓				
OAK13W	Bathroom Floor	1SF	C	✓							✓				
OAK14W	Bathroom Window Sill	1SF	C	✓							✓				

LEGAL DOCUMENT
Please Print Legibly

TURNAROUND TIME

Same Day _____
24 Hour _____
✓ 3-Day _____
5 day _____

CONTACT INFORMATION

Name Tonya Boshner
Phone 512-922-2429
Report Results via (CHOOSE ONE)
 FAX
 QuantEM WebSite
 E-Mail

Prepared by Tonya Boshner Date/Time 5/21/15 12:05pm Reviewed by S. K. Johnson Date/Time 5/21/15 Sampled by Tonya Boshner

Saturday FedEx Shipping - CALL TO SCHEDULE
Use this address for Saturday FedEx only 4220 N. Santa Fe Ave. Oklahoma City, OK 73105-8517
Mark Package HOLD FOR SATURDAY PICKUP

Revised May 2006



LONESTAR LEAD EXECUTIVE SUMMARY



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Environmental Chemistry Analysis Report

Quantem Set ID: 250239
Date Received: 05/28/15
Received By: Sherrie Leftwich
Date Sampled:
Time Sampled:
Analyst: BM
Date of Report: 5/28/2015

Client: Lone star Environmental Services
12407 N. Mopac Expwy
Ste 100 #364
Austin, TX 78758
Acct. No.: B374
Project: 600 Oakwood Avenue
Location: Austin, TX
Project No.: N/A

AIHA ID: 101352

Table with 10 columns: QuanTEM ID, Client ID, Matrix, Parameter, Results, Reporting Limits, Units, Date/Time Analyzed, Method. Contains 14 rows of lead analysis data for various samples (OAK1W to OAK14W).

Authorized Signature: [Handwritten Signature]
Benton Miller, Analyst

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



LONESTAR
LEAD EXECUTIVE SUMMARY

Supplemental Report
QAQC Results

QA ID: 12991
Test: Lead

Date: 5/28/2015
Matrix: Wipe

Lab Number: 250239
Approved By: Benton Miller
Date Approved: 5/28/2015

Notes:

Blank Data:

Type of Blank	Blank Value
FCB	0
Matrix Blank	0

Standards Data:

Standard	Low Limit	Obtained	High Limit
CCV	4.5	5.1	5.5
FCV	4.5	5	5.5
ICV	0.9	1.03	1.1
RLVS	0.144	0.208	0.216

Duplicate Data:

Recovery Data:

Sample Number	Result	Spike Level	Result + Spike	% Recovery	Dup. Result + Spike	% Dup. Recovery	% Spike RPD
MS-W1	0.000	5.158	4.817	93.4	4.906	95.1	1.8

Authorized Signature: _____

Benton Miller, Analyst



LONESTAR
LEAD EXECUTIVE SUMMARY

Form 5.0
Resident Questionnaire
(To be completed by risk assessor via interview with resident.)

Children/Children's Habits

1. (a) Do you have any children that live in your home? Yes X No _____
(If no children, skip to Question 5.)
 - (b) If yes, how many? 1 Ages? 24MO _____
 - (c) Record blood lead levels, if known. N/A _____
 - (d) Are there women of child-bearing age present? Yes X No _____
2. Location of the rooms/areas where each child sleeps, eats, and plays.

Name of child	Location of bedroom	Location of all rooms where child eats	Primary location where child plays indoors	Primary location where child plays outdoors
August	Room 5	Kitchen, Play Room	Living, Play Room	N/A

3. Where are toys stored/kept? Play Room
4. Is there any visible evidence of chewed or peeling paint on the woodwork, furniture, or toys?
Yes _____ No X

Family Use Patterns

5. Which entrances are used most frequently? Main Stair way
6. Which windows are opened most frequently? N/A, Not operable
7. Do you use window air conditioners? If yes, where?
(Condensation often causes paint deterioration) No
8. (a) Do any household members garden? Yes _____ No X
(b) Location of garden. N/A
- (c) Are you planning any landscaping activities that will remove grass or ground covering? Yes _____ No X
9. (a) How often is the household cleaned? Twice a week
(b) What cleaning methods do you use? Vacuum, Mop
10. (a) Did you recently complete any building renovations? Yes _____ No X
(b) If yes, where? N/A
(c) Was building debris stored in the yard? If yes, where? N/A
11. Are you planning any building renovations? If yes, where? N/A
12. (a) Do any household members work in a lead-related industry? Yes _____ No X
(b) If yes, where are dirty work clothes placed and cleaned? N/A



LONESTAR
LEAD EXECUTIVE SUMMARY

Form 5.1
Building Condition Form

Condition	Yes	No
Roof missing parts of surfaces (tiles, boards, shakes, etc.)		X
Roof has holes or large cracks		X
Gutters or downspouts broken		X
Chimney masonry cracked, bricks loose or missing, obviously out of plumb		X
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting		X
Exterior siding has missing boards or shingles		X
Water stains on interior walls or ceilings		X
Plaster walls or ceilings deteriorated		X
Two or more windows or doors broken, missing, or boarded up		X
Porch or steps have major elements broken, missing, or boarded up		X
Foundation has major cracks, missing material, structure leans, or visibly unsound		X
* Total number		0

* If the "Yes" column has two or more checks, the dwelling is usually considered to be in poor condition for the purposes of a risk assessment. However, specific conditions and extenuating circumstances should be considered before determining the final condition of the dwelling and the appropriateness of a lead hazard screen.

Notes:



LONESTAR
LEAD EXECUTIVE SUMMARY

Form 5.2
Paint Conditions on Selected Surfaces
(Single-Family, Owner-Occupied)

Building component	Location Notes	Paint condition (intact, fair, poor, or not present) to be completed by risk assessor	Deterioration due to friction or impact?	Deterioration due to moisture?	Location of painted component with visible bite marks
Building siding		INTACT	N/A	N/A	N/A
Exterior trim		INTACT	N/A	N/A	N/A
Exterior windows		INTACT	N/A	N/A	N/A
Exterior doors		INTACT	N/A	N/A	N/A
Railings		INTACT	N/A	N/A	N/A
Porch floors		INTACT	N/A	N/A	N/A
Other porch surfaces		INTACT	N/A	N/A	N/A
Interior doors		INTACT	N/A	N/A	N/A
Ceilings		INTACT	N/A	N/A	N/A
Walls		INTACT	N/A	N/A	N/A
Interior windows		INTACT	N/A	N/A	N/A
Interior floors		INTACT	N/A	N/A	N/A
Interior trim		INTACT	N/A	N/A	N/A
Stairways		INTACT	N/A	N/A	N/A
Radiator (or radiator cover)		N/A	N/A	N/A	N/A
Kitchen cabinets		INTACT	N/A	N/A	N/A
Bathroom cabinets		INTACT	N/A	N/A	N/A
Other surfaces:		INTACT	N/A	N/A	N/A

If the overall condition of a component is similar throughout a dwelling, that condition should be recorded. If a component in a couple of locations is in poor condition, but the overall condition is good or fair, the specific sites of the badly deteriorated paint should be noted. The specific locations of any component with bite marks should be recorded.



LONESTAR
LEAD EXECUTIVE SUMMARY

Table 5.3 Hazard Levels for Lead-Based Paint Risk Assessments

Media	Level	
Deteriorated paint (single-surface)	5,000 $\mu\text{g/g}$ or 1 mg/cm^2	
Deteriorated paint (composite)	5,000 $\mu\text{g/g}$ or 1 mg/cm^2 Number of subsamples	
Dust (wipe sampling only) (includes both single-surface and composite)	Risk assessment	Risk assessment screen (dwellings in good condition only)
	—	—
Carpeted floors*	100 $\mu\text{g}/\text{ft}^2$	50 $\mu\text{g}/\text{ft}^2$
Hard floors*	100 $\mu\text{g}/\text{ft}^2$	50 $\mu\text{g}/\text{ft}^2$
Interior window sills	500 $\mu\text{g}/\text{ft}^2$	250 $\mu\text{g}/\text{ft}^2$
Window troughs	800 $\mu\text{g}/\text{ft}^2$	400 $\mu\text{g}/\text{ft}^2$
Bare soil (dwelling perimeter and yard)	2,000 $\mu\text{g/g}$	
Bare soil (small high-contact areas, such as sandboxes and gardens)	400 $\mu\text{g/g}$	
Water (optional)—first draw	15 ppb ($\mu\text{g}/\text{L}$)	

* Whenever possible, sample hard floors, not carpets.

COST PROPOSAL

The following Attachment A – Price Sheet, shall be a firm fixed price with progress payments as mutually determined to be appropriate. Lonestar shall provide services based on the following considerations:

- A. Cost per unit of providing full inspection and risk assessment for various unit sizes, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.
- B. Cost per unit of providing full inspection without risk assessment for various unit sizes, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.

**ATTACHMENT A - PRICE SHEET
CITY OF AUSTIN
LEAD INSPECTIONS IN PRIVATE RESIDENCES
SOLICITATION NO.: RFP JRD0311**

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Bidder Requirements: Your bid shall include complete item as described including all travel, materials, personnel costs, and appurtenances. Please quote firm Not to Exceed price.

The quantities listed are estimates. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Full Inspection / Risk Assessment - unit under 500 square feet	20	EACH	\$550.00	\$11,000.00
2	Full Inspection / Risk Assessment - unit 500 to 1000 square feet	80	EACH	\$750.00	\$60,000.00
3	Full Inspection / Risk Assessment - unit over 1000 square feet	20	EACH	\$950.00	\$19,000.00
4	Full Inspection - unit 500 to 1000 square feet	5	EACH	\$600.00	\$3,000.00
5	Full Inspection - unit over 1000 square feet	10	EACH	\$800.00	\$8,000.00
TOTAL BID					\$101,000.00

COMPANY NAME: Lonestar Environmental Services

PRINTED NAME: Tonya Boshier

EMAIL ADDRESS: tbosher@lonestar-environmental.com

EXCEPTIONS TO THE PROPOSAL

Lonestar proposes no exceptions to this proposal.

PROPOSAL ACCEPTANCE PERIOD

Lonestar understands/accepts that 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.

ADDENDUMS

Lonestar acknowledges they have received and read through the three addendums to this solicitation, Addendum #1 issued March 16, 2016, Addendum #2 issued March 24, 2016, and Addendum #3 issued March 30, 2016.



**ADDENDUM
REQUEST FOR PROPOSAL
LEAD INSPECTIONS IN PRIVATE RESIDENCES
CITY OF AUSTIN, TEXAS**

RFP: JRD0311

Addendum No: 1

Date of Addendum: March 16, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

Q1: Will the City allow inspections using an X-ray Fluorescence (XRF) Analyzer?

A1: Yes, the City prefers that the Proposer use an XRF gun to take readings on the surface as opposed to taking paint chip samples.

Q2: What should be included in the risk assessment?

A2: The City would like to see the following items at a minimum: photo of the front of house on the cover, photos of the components that tested positive, a sample sheet of the inspection (XRF read out), copy of the results from a lab for the dust and soil, and hazard control recommendations.

Q3: For the soil sampling included in the risk assessment, how many samples?

A3: The City would like to see a minimum composite sample from each side and the play area.

Q4: How many single wipes and location per unit?

A4: The City would like to see a minimum of one floor, one window sill per room, and one to two samples in common areas depending on the size of the unit.

Q5: Does the full inspection included an exterior component?

A5: Yes, a full inspection should include exterior sampling.

Q6: If an initial test shows as positive, can the risk-assessment be conducted immediately or on the same day?

A6: Yes, the City anticipates that these risk-assessments shall be conducted soon after a positive reading.



2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/16/2016
Date

ACKNOWLEDGED BY:

Lonestar Environmental Services
Vendor Name


Authorized Signature

3/30/16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
REQUEST FOR PROPOSAL
LEAD INSPECTIONS IN PRIVATE RESIDENCES
CITY OF AUSTIN, TEXAS**

RFP: JRD0311

Addendum No: 2

Date of Addendum: March 24, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

Q1: When determining pricing for the risk assessments, are we to include potential soil, dust, and water sampling laboratory costs?

A1: Yes, you should include potential soil and dust sampling. However, the City does not use water samples.

Q2: Will the City of Austin be conducting pre-inspections on all of the 135 properties?

A2: The City will only be conducting pre-inspections on multi-family units.

Q3: What exactly is a pre-inspection for the City of Austin?

A3: Pre-inspections include Random component sampling with the XRF gun, not a full inspection.

Q4: How many firms are you selecting under this RFP?

A4: The City prefers to award the contract to one firm.

Q5: How many homes will you assign to the selected firm per week or month?

A5: The number of homes selected can vary monthly. The City anticipates assigning at least one, and no more than three single family units per week. The City anticipate assigning no more than two multi-family complexes per week, which requires testing a percentage of units (usually 10-20%).

Q6: The 3 day turnaround requirement is too tight. *"Contractor shall submit an inspection report within three (3) business days after conducting the full inspection."* Could you please remove or change this?

A6: Yes, Section 3.2.3 and 3.2.4 have been updated to submit a report in seven (7) business days.

Q7: Is XRF for soil screening acceptable?

A7: No, the City prefers you complete an actual soil sample test.



Q8: How is access to these units coordinated?

A8: Contact information will be provided to the vendor at time of inspection request. The vendor will then schedule with the landlord or homeowner.

Q9: Are units usually occupied at the time of the work?

A9: Yes, these are owner-occupied units or rentals.

Q10: Will this work include just inspections and risk assessments, or will it also include clearance testing or occupation plans?

A10: Clearance and Occupation Plans will be the responsibility of City staff.

Q11: Why do 15 of the full inspections not require risk assessment?

A11: That is an estimate of single-family units that would not be pre-inspected by NHCD that we anticipate would test negative for lead, so no Risk Assessment for lead would be needed.

2.0 Delete Section 3.2.3. of Section 0500 – Scope of Work and replace with the following:

3.2.3. Contractor shall submit an inspection report within seven (7) business days after conducting the full inspection. Inspection report shall include all required elements.

3.0 Delete Section 3.2.4. of Section 0500 – Scope of Work and replace with the following:

3.2.4. For each unit that tests positive during pre-inspection, Contractor shall conduct a risk assessment. Contractor shall submit a risk assessment report within seven (7) business after conducting the risk assessment.

4.0 Delete Section 4. of Section 0500 – Scope of Work and replace with the following:

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Full Inspection	Full Lead Inspection, up to 135 units	For all units that test positive during pre- inspection / report due within 7 business days	Full Inspection Report accepted by Contract Manager	3.2.2, 3.2.3
Risk Assessment	Risk Assessment, up to 120 units	For all units that test positive during pre- inspection / report due within 7 business days	Risk Assessment Report accepted by Contract Manager	3.2.4

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/24/2016
Date

ACKNOWLEDGED BY:

Lonestar Environmental Services
Vendor Name


Authorized Signature

3/30/16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
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**ADDENDUM
REQUEST FOR PROPOSAL
LEAD INSPECTIONS IN PRIVATE RESIDENCES
CITY OF AUSTIN, TEXAS**

RFP: JRD0311

Addendum No: 3

Date of Addendum: March 30, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

Q1: Will all work be conducted during normal business hours, Monday-Friday 8:00 am – 5:00 pm?

A1: Yes, it is anticipated that all work should be completed during normal business hours.

Q2: In reference to Item No. 3 and No. 5 on Attachment A – Price Sheet, is there an upper range to the square footage? Will it be 1,500 sf or 20,000 sf?

A2: The City is seeking per unit costs. These are mostly multi-family units covered under Item No. 3 and No. 5, and the units may go over 1500 sf in size on rare occasions.

Q3: In reference to Item No. 3 and No. 5 on Attachment A – Price Sheet, are these units' mainly multi-family or single family homes?

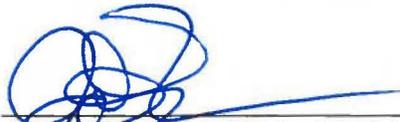
A3: City estimates that about 90% of the units tested will be from multi-family.

Q4: What is the typical number of units for a multi-family property?

A4: City has not identified the properties that will be tested and do not have an idea of the typical number of units. Depending on the size, the City will only inspect about 10-20% of the units.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

3/30/2016
Date

ACKNOWLEDGED BY:

3/30/16
Vendor Name

Authorized Signature

Date

***RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.***



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JRD0311

COMMODITY/SERVICE DESCRIPTION: Lead Inspections in Private Residences

DATE ISSUED: March 14, 2016

REQUISITION NO.: RQM 7200 16021100258

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:00 PM, Monday, March 21, 2016

COMMODITY CODE: 92658

LOCATION: 1000 E. 11th St, Suite 200A, Austin, TX 78702

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

PROPOSAL DUE PRIOR TO: 2:00 PM, Tuesday, April 5, 2016

Primary Contact:
 Jonathan Dalchau
 Senior Buyer Specialist
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

PROPOSAL CLOSING TIME AND DATE: 2:15 PM, Tuesday, April 5, 2016

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

Second Chair:
 Marty James
 Buyer II
Phone: (512) 974-3164
E-Mail: marty.james@austintexas.gov

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

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0311	Purchasing Office-Response Enclosed for Solicitation # JRD0311
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 4 ELECTRONIC COPY OF YOUR RESPONSE
 (Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Attachment A	PRICE SHEET	1
Attachment B	ATTACHMENT B – PURCHASING OFFICE EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by

the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

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

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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

10. **WORKFORCE**

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

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

12. **INVOICES:**

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

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13. **PAYMENT:**

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS**:
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

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

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

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

A. **General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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

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

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

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described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

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

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

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

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

54. **EQUAL OPPORTUNITY**

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

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to one (1) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. POST AWARD:

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor, shall furnish all reasonable assistance to the City to facilitate the site visit at no additional charge.

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

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

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to coby.ramirez@austintexas.gov or mailed to the below address:

	City of Austin
Department	Neighborhood Housing and Community Development
Attn:	Coby Ramirez
Address	1000 E. 11 th Street, Suite 200
City, State Zip Code	Austin, TX 78702

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

7. **LIVING WAGES:**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees 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 employee 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 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 employees added to the contract and/or to report any employee changes as they occur.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP JRD0311**

F. The Department's 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.

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

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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

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

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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

i. The following definitions apply:

(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP JRD0311**

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

Weight % or \$ of Base Price: 100%	
Database Name: Consumer Price Index – All Urban Consumers	
Series ID: CUUR0000SAS	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: U.S. City Average	
Item: Services	
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.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO.: RFP JRD0311**

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Coby Ramirez

Phone: (512) 974-3122

Email: Coby.Ramirez@austintexas.gov

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

**CITY OF AUSTIN
SCOPE OF WORK
LEAD INSPECTIONS IN PRIVATE RESIDENCES
SOLICITATION NO.: RFP JRD0311**

1. Purpose

This contract provides lead inspection services for multi-family and single-family homes in support of the Lead Hazard Control Healthy Homes Grant (LHCHHG) program for the City of Austin's (COA) Neighborhood Housing and Community Development office (NHCD). This program provides lead abatement and related services to low-income Austin residents and safeguards their health and safety by controlling potential exposure to lead-containing materials.

The work performed under this contract shall be performed in compliance with the Texas Environmental Lead Reduction Rules, TX Civil Statutes Article 9029, as amended, and United States Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

2. Background

NHCD administers the LHCHHG program which provides lead abatement services to qualifying multi-family and single-family homes built prior to 1978. The program requires pre-inspections performed by NHCD employees which, with a positive result for lead, trigger a full inspection with risk assessment. Due to a shortage of available staff, NHCD has determined the need for these full lead inspections to be performed by a dedicated lead inspection contractor.

3. Tasks/Requirements

3.1. Contractor's Minimum Qualifications & Experience

- 3.1.1. Contractors (Inspectors) must possess current certifications as a Lead Inspector and Lead Risk Assessor by the Texas Department of State Health Services, Environmental Lead Program
- 3.1.2. Contractors must be able to pass a criminal background check.

3.2. Contractor's Responsibilities

- 3.2.1. Contractor shall be required to inspect as many as 135 units over two years. Contract term will be 12-months with one 12-month extension.
- 3.2.2. Contractor shall conduct full inspections as assigned according to requirements set forth in Texas Environmental Lead Reduction Rules - Texas Administrative Code, Title 25: <https://www.dshs.state.tx.us/elp/laws-rules.aspx> and other applicable governing rules and regulations.
- 3.2.3. Contractor shall submit an inspection report within ~~three (3)~~ **seven (7)** business days after conducting the full inspection. Inspection report shall include all required elements.
- 3.2.4. For each unit that tests positive during pre-inspection, Contractor shall conduct a risk assessment. Contractor shall submit a risk assessment report within ~~(3)~~ **seven (7)** business days after conducting the risk assessment.
- 3.2.5. Contractor shall conduct up to fifteen (15) full inspections **without risk assessment** on single-family homes.

3.3. City's Responsibilities

- 3.3.1. NHCD will coordinate all scheduling with the Contractor.
- 3.3.2. NHCD will review and approve all work and documentation.

**CITY OF AUSTIN
SCOPE OF WORK
LEAD INSPECTIONS IN PRIVATE RESIDENCES
SOLICITATION NO.: RFP JRD0311**

3.3.3. NHCD will appoint a Contract Manager to act as point-of-contact.

4. Deliverables/Milestones

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Full Inspection	Full Lead Inspection, up to 135 units	For all units that test positive during pre- inspection / report due within 3 7 business days	Full Inspection Report accepted by Contract Manager	3.2.2, 3.2.3
Risk Assessment	Risk Assessment, up to 120 units	For all units that test positive during pre- inspection / report due within 3 7 business days	Risk Assessment Report accepted by Contract Manager	3.2.4

5. Appendices/Exhibits

- Texas Department of State Health Services – Environmental Lead Program:
<https://www.dshs.state.tx.us/elp/>

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0311**

1. PROPOSAL FORMAT:

Submit one original and four (4) electronic versions of the Proposal. The original Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets
- D. Section 0815 – Living Wages Contractor Certification Form
- E. Section 0835 - Non-Resident Bidder Provisions
- F. Completed and Signed Section 0900 No Goals Utilization Plan.

Tab 3 – Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 4 – Business Organization:

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

Tab 5 – Corporate Experience:

Describe only corporate experience related to performing the work specified in this solicitation. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

Tab 6 – Personnel Qualifications:

For each of the Inspectors who will be doing work on this Contract, provide:

- A. Resume.
- B. Evidence of valid certification as a Lead Inspector by the Texas Department of State Health Services, Environmental Lead Program.
- C. Evidence of valid certifications as a Lead Risk Assessor by the Texas Department of State Health Services, Environmental Lead Program.
- D. Any additional proof of training.
- E. Signed affidavit that the Inspector is able to pass a criminal background check.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0311**

F. Evidence of expertise in content specified in the Scope of Work..

Tab 7 – Approach to Work:

Define in detail your understanding of the requirements presented in the Scope of Work (Section 0500) of this Request for Proposals, your approach to accomplish the work, and any additional information you deem necessary to evaluate your response. In addition:

A. Provide an example of the inspection report and risk assessment report that you intend to use for this contract (Section 0500, Para. 3.2.3, 3.2.4).

Tab 8 – Cost Proposal:

Information described in the following subsections is required to be filled out on the Bid Sheet below. The Contract shall be firm fixed price with progress payments as mutually determined to be appropriate.

A. Cost per unit of providing full inspection and risk assessment for various unit sizes, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.

B. Cost per unit of providing full inspection *without* risk assessment for various unit sizes, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.

Tab 9 – Exceptions to the Proposal:

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. *Detail any business exceptions that you will require on the Purchasing Office Exceptions Form (Attachment B).*

Tab 10 – Proposal Acceptance Period:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

2. Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. Offerors submitting Offers and signing the Cover Sheet on this Solicitation agree to Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0311**

directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

3. PROPRIETARY INFORMATION:

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

4. PROPOSAL PREPARATION COST:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. EVALUATION FACTORS AND AWARD:

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

B. Evaluation Factors: Maximum 100 points.

All Proposals will be evaluated based on the following criteria and rankings.

- i. **Corporate Experience:** (20 points)
- ii. **Personnel Qualifications:** (40 points)
- iii. **Approach to Work:** (10 points)
- iv. **Cost Proposed:** Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. (20 points)
- v. **Local Business Presence:** (Maximum 10 points)

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0311**

Optional Interviews: Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **(Additional Maximum 25 points)**

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. 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 and agrees:

- (B)
- (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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

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

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

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

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

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

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 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.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, 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 payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

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

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

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

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

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.

1. **Anti-Collusion Statement.** The 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.

2. **Preparation of Solicitation and Contract Documents.** The 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.

3. **Participation in Decision Making Process.** The 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.

4. **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.

5. **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.

6. **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;

- 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.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	RFP JRD0311
PROJECT NAME:	LEAD INSPECTIONS IN PRIVATE RESIDENCES

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP JRD0311
PROJECT NAME:	LEAD INSPECTIONS IN PRIVATE RESIDENCES

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____