



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

SOLICITATION NO: LAG0026

COMMODITY/SERVICE DESCRIPTION: Grounds maintenance service for Power Plants and Substations

DATE ISSUED: July 18, 2016

REQUISITION NO.: 1100-16061500519

PRE-BID CONFERENCE TIME AND DATE: August 10, 2016 at 11:30 AM AT Sand Hill Energy Center (see address below)

COMMODITY CODE: 98836 & 98888

SITE VISIT LOCATION NO 1:

Decker Creek Power Plant

8003 Decker Lane, Austin, TX 78724

MEETING TIME:

8:00 AM

SITE VISIT LOCATION NO. 2:

Sand Hill Energy Center

1101 Fallwell Lane, Del Valle, TX 78617

MEETING TIME:

10:30 AM

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

Gabriela Harthcock
Buyer I
Phone: 512-322-6118

E-Mail: gabriela.harthcock@austinenergy.com

BID DUE PRIOR TO: 2:00 PM on August 25, 2016

BID OPENING TIME AND DATE: 2:15 on August 25, 2016

COMPLIANCE PLAN DUE PRIOR TO: 2:00 PM on August 25, 2016

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

LIVE BID OPENING ONLINE:

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

<http://www.austintexas.gov/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 # LAG0026	Purchasing Office-Response Enclosed for Solicitation # LAG0026
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL, 1 COPIES, AND 1 ELECTRONIC COPY (CD/FLASH DRIVE) OF YOUR
RESPONSE**

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SPECIFICATION	27
ATT A	SUBSTATIONS AND LOTS	6
ATT B	EQUIPMENT INVENTORY LIST	1
ATT C	GROUNDS MAINTENANCE/LANDSCAPING CHECKLIST	2
ATT D	INTEGRATED PEST MANAGEMENT PROGRAM (IPM)	3
ATT E	SAND HILL ENERGY CENTER (SHEC) LANDSCAPING LAYOUT	1
ATT F	DECKER CREEK POWER PLANT LAYOUT	1
ATT G	IRRIGATION SCHEDULE	1
ATT H	SUBSTATION AND LOT MAPS	66
0600	BID SHEET – Must be completed and returned with Offer	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET - Complete and return if required	2
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 – Must be completed and returned	21

*** 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: _____

*** Completed Bid Sheet, section 0600 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		
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 _____

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: _____

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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 or via email to Gabriela Harthcock at gabriela.harthcock@austinenergy.com no later than August 12, 2016 by 12 PM.

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.
 - (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.

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- (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. **BID / PROPOSAL / RESPONSE BOND: ("BOND")**

- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the annual Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

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5. PERFORMANCE BOND:

- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the annual Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. 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 (4) 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.

7. 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.

8. 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 sent to the corresponding AE Project Manager:

Group A: Sand Hill Energy Center

	City of Austin
Department	Austin Energy - Sand Hill Energy Center
Attn:	Cheryl Martinets
E-mail	Cheryl.Martinets@austinenergy.com

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Group B: Decker Creek Power Plant

	City of Austin
Department	Austin Energy - Decker Creek Power Plant
Attn:	Jessie Ratliff
E-mail	Jessie.Ratliff@austinenergy.com

Group C: Substations and Lots

	City of Austin
Department	Austin Energy – AE Forestry
Attn:	Carl Schattenberg
E-mail	Carl.Schattenberg@austinenergy.com

- B. The Contractor agrees to accept payment by Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

9. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror should furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS prior to the use of any chemical may result in Contract termination.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

10. 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

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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.
- 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.

11. **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>

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

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- iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
 - C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
 - D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
 - E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
 - F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
 - G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
13. **NURSERY/FLORAL CERTIFICATE FOR LANDSCAPERS AND PLANT VENDORS:**
- A. The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
 - B. A copy of the Contractor's current and valid certificate must be provided to the Buyer prior to award of a Contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.

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14. **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 ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 66%	
Database Name: Employment Cost Index	
Series ID: CIU202S0004000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
United States (National)	
Description of Series ID: Wages and salaries for Private industry workers in Service-providing; natural resources, construction, and maintenance, Index	

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This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All except % markups. (% markups are fixed throughout the Contract.)

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.

15. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

16. **STANDARD FOR CHANGE ORDERS**

CHANGE ORDER PROCESS: The following Change Order Process has been implemented to govern acceptance, review, and approval of change orders. The change order process consists of two parts. First, it identifies a set of information that is essential to understanding what a proposed change order will change from the basic requirements of the project, how much it is for, and whether it is authorized by the submitting party. Second, it provides a flow chart of the steps necessary to establish a valid change order that adds value to the project and meets potential audit expectations.

- A. **Required Information for a Change Order:** In order for AE Contract Management (CM) to process a proposed change order, the change order submittal must contain the following information:
- a. Change Order Number – A sequential number established by AE CM for change orders it is responsible for processing.
 - b. Date – A change order submittal date established by the Contractor submitted for approval by AE project manager and AE CM.
 - c. Project Description – A short description of the work to be performed identifying, at least, the functionality of the change and its benefit to the project.
 - d. Scope of Work – A detailed discussion which addresses, at a minimum, the tasks to be performed, the obligations of both AE and the Contractor which are necessary to complete the tasks, any testing and test equipment requirements, and any documentation needed to document the in-process work and project completion. Such documentation shall include milestone and resource schedules, progress reports, test plans, and other technical information as required by AE.

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- e. Schedule - A milestone and resource schedule that identifies the steps by which work is initiated and completed, and the personnel, equipment, and subcontractors needed to initiate and complete such work. The schedule should include the dates of required AE CM interface and support to the Contractor's work.
- f. Total Proposed Cost to AE – An itemized cost proposals including a breakdown of the total cost the Contractor anticipates incurring to perform the work. It should include all elements of the cost, including Gains & Asset and profit.
- g. Payment Terms – No payment will be made in advance of the work. Change orders shall be included with the invoice for the portion of the work performed.
- h. Authorized signature of the Contractor's Project Manager or Corporate Officer.

B. Required Authorizing Signatures of Contractor

- a. Contractor change orders up to \$50,000 in total proposed cost shall have the internal authorizing signature of the Contractor's Project Manager.
- b. Contractor change orders exceeding \$50,000 in total proposed cost shall require the internal authorizing signature of a Contractor's Corporate Officer.
- c. If necessary a written contract amendment will be processed and signed by both parties.

The information presented here is absolutely the minimum information needed to accept, review, approve, establish funding, and pay for work performed outside the scope of the existing contract.

17. **PROJECT MANAGERS:** The following persons are designated as Austin Energy (AE) Project Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Group A: Sand Hill Energy Center (SHEC):

Cheryl Martinets

(512) 972-9401

Cheryl.Martinets@austinenergy.com

Group B: Decker Creek Power Plant:

Jessie Ratliff

(512) 505-7375

Jessie.Ratliff@austinenergy.com

Group C: Substations and lots:

Carl Schattenberg

(512) 322-6931

Carl.Schattenberg@austinenergy.com

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19. **CONTRACT COMPLIANCE ADMINISTRATION**: The following person is designated to perform Contract Administration, and will act as the contact point between the City and the Contractor during the term of the Contract for financial, contract compliance issues and interpretation of the contract:

Kelly Jones

512-505-3515

Kelly.Jones@austinenergy.com

*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.

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I. INTRODUCTION

The City of Austin – Austin Energy, hereafter referred to as “AE,” seeks Bids from qualified grounds maintenance firms, hereafter referred to as “Contractor” certified, trained, experienced, and qualified to provide commercial mowing, grounds maintenance, and irrigation system services for utility or government entities. Services are being sought for three groupings: Group A –Sand Hill Energy Center, Group B – Decker Creek Power Plant and Group C - Substations. A Bid may be selected for each grouping, which may result in awarding to multiple Contractors through this Solicitation.

II. BACKGROUND

Austin Energy is a department within the City of Austin and is the nation’s seventh (7th) largest publicly owned electric utility. AE’s service area covers over 437 square miles, and includes all of Austin and Travis County, as well as 15 square miles of Williamson County. AE’s mission is to deliver clean, affordable, reliable energy and excellent customer service.

III. SCOPE OF WORK

This Solicitation establishes the minimum requirements for grounds maintenance services for AE. The Contractor will establish and demonstrate maintenance practices that limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other traditional practices that negatively affect the wildlife, watershed, or environment of the areas referenced in this Contract.

Each grouping covered by this solicitation has specific service and regulatory requirements that are covered in Sections VIII, IX, and X.

The groups are as follows:

Group A (Section VIII)	Sand Hill Energy Center	1101 Fallwell Lane, Del Valle, Texas 78617
Group B (Section IX)	Decker Creek Power Plant	8003 Decker Lane, Austin, Texas 78724
Group C (Section X)	Substations and lots	Various – See Attachment A

Pricing for services shall be listed in Section 0600 – Bid Sheet of this solicitation, and shall include costs for labor, equipment, transportation, and insurance. AE reserves the right to award to a single Contractor or multiple Contractors, one each for Group A Group B, and Group C, whichever is in the best interest of AE.

AE reserves the right to add or remove work sites from a resulting Contract, as well as increase or decrease the frequency of services as necessary throughout the Contract term. AE reserves the right to add additional sites with pricing for additional sites to be based on properties of similar size and scope.

A pre-bid conference and site visits will be held to allow for visual inspection and familiarity of the areas requiring services. See solicitation cover page for details. Site drawings (See Attachments E and F) are provided to illustrate service areas. It is highly recommended that Contractors review aerial images and descriptions of all substation and lot sites to determine bid costs for each site (Attachment H). Due to substation

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security requiring authorized escorts and special protective clothing, reviewing sites would be from the exterior of the site itself.

IV. CONTRACTOR QUALIFICATIONS

- a. The Contractor shall perform work in accordance with industry standards found in Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- b. The Contractor shall have a current landscape irrigator license from the Texas Commission on Environmental Quality (TCEQ) unless Contractor is deemed exempt as according to 30 Texas Administrative Code Chapter 34: TCEQ Landscape Irrigation. All work under this Contract is to be performed under direct supervision of the Contractor. A copy of the license should be included with the Offer.
- c. The Contractor and any Contractor's employees applying chemicals or pesticides shall hold a current Certified Applicator license issued by the Texas Department of Agriculture. A copy of the license should be included with the Offer.
- d. The Contractor shall be regularly engaged in the business of providing grounds maintenance and grass mowing/cutting services for a minimum of three (3) consecutive years within the last five (5) years.
- e. Contractor's personnel requiring entry to access the AE substation within the Camp Mabry grounds shall maintain appropriate identification on their person to satisfy security requirements of Camp Mabry Security personnel.

V. CONTRACTOR REQUIREMENTS

- a. **Single Point of Contact (SPOC)**
 - i. The Contractor shall provide a single point of contact that shall serve as the Contractor's Project Manager for the life of the Contract. Should the Project Manager be replaced, AE reserves the right to approve Contractor's replacement Project Manager. Contractor's Project Manager shall be fluent in the English language.
- b. **Contractors Equipment**
 - i. Propane, natural gas, bio-diesel, manual or electric mowers are required. All other powered lawn maintenance equipment, manufactured on or after 2007, shall comply with EPA Carb III Standards and/or 4-cycle engines.
 - ii. AE reserves the right to inspect the Contractor's equipment and storage facility prior to Contractor's Notice to Proceed or at any time during the Contract (See Attachment B). AE reserves the right to make a determination as to the capacity of a Bidder's equipment and the capability

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of its personnel to satisfactorily perform the scope of work described in the solicitation.

- iii. The Contractor shall maintain all equipment in excellent operating and visual condition at all times. All equipment shall be free of oil and fuel leaks. Excessive noise, unacceptable emissions, leaking or spillage will not be permitted.
- iv. The Contractor shall use mowers of an appropriate size and capacity for the maintenance area, size, scope and terrain maintained.
- v. The Contractor shall use mowers with mulching decks in all maintenance areas to mulch grass clippings, which are to be left on the grass and to prevent accidents from flying debris.
- vi. The Contractor shall not store any equipment on AE property at any time.

c. Scheduled Work/Hours

- i. The Contractor shall perform grounds and landscape maintenance services during the hours and specified frequency described in Section VIII, IX, and X.
- ii. No work shall be performed after hours, during weekends, or during City holidays without prior approval by the AE Project Manager or their designee.
- iii. If inclement weather prevents the Contractor from performing a scheduled visit, the Services shall be rescheduled at the earliest date after a reasonable drying-out period. Communication between the Project Manager and Contractor shall occur immediately after inclement weather with the purpose of rescheduling the next visit. The Project Manager and Contractor will be in regular contact until ground conditions are serviceable.
- iv. On the days declared by the City as an Ozone Action Days, the Contractor shall reschedule at the earliest date, any services requiring the use of gas operated equipment. This does not however, relieve the Contractor from performing other scheduled duties of that day where this type of equipment is not required. For information on Austin Area Air Quality refer to the following websites:
<http://www.austintexas.gov/airquality>

For information on the City of Austin's Ozone Action Plan refer to the following resolution:

Resolution No. 20131024-057

<http://austintexas.gov/edims/document.cfm?id=200481>

Additional information regarding Ozone Action days can be found at:

<https://www.tceq.texas.gov/airquality/monops/ozonefacts.html>

By telephone: Call TCEQ @ (512) 239-2104 or (512) 239-4900

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- v. The Contractor shall arrive at the site at a time that will ensure tasks are completed within the required timeframe. Each visit shall begin on the date scheduled for the site and shall be completed as scheduled, unless agreed upon by the Project Manager. The Project Manager reserves the right to add or delete schedule dates, as it deems necessary.
- vi. Additionally the City estimates ten (10) additional as-needed services per site throughout the year to be included in this Bid. City will provide four (4) days notice for the additional work.
- vii. The Contractor shall perform unscheduled visits only upon approval of the AE Project Manager or their designee. Unscheduled visits shall begin within two (2) business days after notification and shall follow the same guidelines as scheduled visits.

VI. PERFORMANCE SPECIFICATIONS

a. Austin Energy (AE) Responsibilities

- i. AE will provide access to each worksite during scheduled work hours.
- ii. AE reserves the right to inspect the Contractor's equipment and storage facility prior to Contractor's Notice to Proceed or at any time during the Contract (See Attachment D).

b. Contractors Responsibilities & Compliance with Environmental and Sustainability Considerations

- i. The Contractor shall furnish all labor, supervision, equipment, tools, materials, personnel, and incidentals necessary to perform the services of this contract described herein at its own cost and expense.
- ii. The Contractor shall comply with all applicable Federal and State of Texas standards, regulations, and laws concerning this type of service, including EPA standards that apply to both private industry and governmental agencies.
- iii. AE requires Contractors who demonstrate innovative approaches to reducing their environmental impact. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that eliminate chemical toxins, reduce green-house gas (GHG) emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.
- iv. No chemicals or pesticides may be applied to maintenance areas, or used under this contract without prior approval from the AE Project Manager.

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- v. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program (Attachment F) when using any general use chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the AE Project Manager or their designee prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Department of Agriculture. The Contractor should provide a copy of the Pesticide Applicators License with their Offer. If Pesticide application is required and approved by the appropriate AE Project Manager, the Contractor shall maintain all Pesticide Application Records as required by the terms of their Pesticide Applicators License as outlined by the Laws and Regulations of the Texas Department of Agriculture. These Pesticide Application Records shall be provided to the AE Project Manager within five (5) calendar days, if requested by the AE Project Manager. Contractor is to maintain these Pesticide Application Records for the 2 year period as required by the Laws and Regulations of the Texas Department of Agriculture.

City of Austin Integrated Pest Management (IPM) website:
<http://www.austintexas.gov/ipm>

- vi. No chemicals shall be used which will damage grass, ground cover, shrubs, trees, animals, or other wildlife. No chemicals shall be used within fifty (50) feet of an open waterway, no exceptions. Where a specific product is specified, there shall be no deviations without written approval of the AE Project Manager or their designee. Samples of alternate materials must be submitted for approval to the AE Project Manager or their designee prior to its use.
- vii. The Contractor shall provide the AE Project Manager or their designee with material safety data sheets (MSDS) for any chemicals approved during this Contract period (See Section 0400, paragraph 8). The AE Project Manager or their designee, reserves the right to approve or disapprove any product listed.

c. Contractor Personnel

- i. The Contractor shall maintain sufficient number of employees to ensure each work site visit be completed within the required business days for the site. Work may be required at multiple sites simultaneously.
- ii. The Contractor shall designate a responsible representative in charge who shall be at each work site during all hours worked by the Contractor's employees. The representatives must be fluent in the English language and be able to communicate effectively with the AE Project Manager or their designee and with all Contractor employees under their charge. The Contractor shall provide to the AE Project Manager or their designee, the names of the representatives, including, but not limited to, an office phone number, cell number, email address, pager number and fax number.

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Contractor's Representative shall be identified by wearing a white hard hat or hat with "FOREMAN" or "LEAD" stenciled on the hat. No other crew member shall have a white hard hat, so that the Contractor Representative on-site can be immediately identified.

- iii. The Contractor representative's (Foreman or Lead) time shall be 100% allocated to the specific work locations and shall be included in the site costs stated in the bid sheet (Section 0600) for each specific site. For additional services or work sites, the Contractor's time shall be billable in accordance with Section 0600; Additional Services. Primary tasks will include physical labor, crew direction and support, quality control, recording of project work hours, sites completed and completion dates. Contractor's representative shall maintain a valid Austin Energy-issued photo identification badge, and be able to display it upon request.
- iv. It shall be the Contractor's responsibility at all times to conduct its operations in a manner that maintains good relations with property owners adjacent to the AE's property and the general public.
- v. The Contractor shall provide its employees with proper identification that displays both the names of the Contractor and the employee. Contractor employee shall be able to provide this identification to AE designee upon request. Contractor company identification must be worn and visible at all times while performing maintenance services at any site. An identifiable T shirt uniform or company shirt with company name or identifiable logo is acceptable.
- vi. The Contractor vehicles shall be properly marked on outside identifying the company logo, etc. any time a site visit is made.

d. Contractor Safety

- i. The Contractor shall take all precautions necessary and shall be responsible for the safe performance of their work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- ii. The Contractor shall maintain the safety of Contractor's personnel, equipment and the general public in the execution of the work included in this contract.
- iii. The Contractor shall be responsible for instructing his/her employees on appropriate safety measures and is not to permit employees to place or use equipment in locations which may create safety hazards.
- iv. The Contractor's employees shall interrupt their work, if necessary, to allow traffic (vehicle/pedestrian) to pass through the work areas.

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- v. The Contractor shall retain sole responsibility for the safety of their personnel. Any injury sustained by a Contractor employee at a site shall be reported to the AE Project Manager or their designee, within thirty (30) minutes of the incident.
- vi. AE shall not be held responsible for Contractor or third-party accidents, as a result of careless conduct.
- vii. The Contractor's personnel shall adhere to all OSHA, ANSI and AE safety requirements. Contractor shall supply and all personnel shall wear approved hard hats, steel toe shoes, and eye protection any time on the substation and plant sites. Ear protection shall be worn as necessary.
- viii. Contractor personnel shall wear hard hats and appropriate Personal Protection Equipment (PPE) and follow all applicable safety requirements, while working in energized and secured areas of substations and power generation properties.
- ix. All Contractor personnel shall attend an annual plant safety orientation, conducted by an AE representative, prior to commencement of any work, to outline plant and safety policies and procedures.
- x. The Contractor's crews shall be properly trained in the policies and procedures of safely working around energized electrical components and apparatus of electrical substations. It shall be the responsibility of the Contractor to attend any training provided by AE personnel for their benefit and the responsibility of the contractor to provide safety training to new personnel resulting from attrition.
- xi. The Contractor shall notify AE Dispatch by phone prior to entering and upon exiting all energized and secured areas of these substation and power generation properties. While in these energized locations, Contractor shall at all times maintain communications ability for AE Dispatch to contact Contractor personnel while said personnel are in a secured and energized areas of AE properties and substations.

VII. WORKSITE SPECIFICATIONS

- a. Worksites under this solicitation are categorized into three groupings: Group A – Sand Hill Energy Center, Group B – Decker Creek Power Plant and Group C - Substations.
- b. Each worksite within each group has separate specifications for frequency and magnitude of each service needed.
- c. The Contractor's SPOC shall be responsible for working with each work site or designee to coordinate regularly scheduled services.

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VIII. **GROUP A: SAND HILL ENERGY CENTER (SHEC)**

Group A is located at the following address:

Group A	Sand Hill Energy Center	1101 Fallwell Lane, Del Valle, Texas 78617
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a. **Schedule**

- i. Grounds Maintenance Services shall be performed Monday through Friday, 7:30 a.m. to 3:30 p.m. excluding City holidays.
- ii. Contractor will be required to maintain all project areas assigned to him in the time allotments-maintenance cycles-set for each zone. Work within a zone must be complete in consecutive days. Inclement weather or Ozone Action Days may result in the cancellation of a mowing cycle only if the zone inspector or AE Project Manager determines that there was an insufficient time period during the entire mowing cycle available for the services at the rate of 25 acres per day per zone.

b. **Mode Description**

- i. Mode A: Work will include mowing and trimming.
- ii. Mode B: Work will be primarily weed control. It also includes removing vegetation growing into fence.
- iii. Mode C: Work will include mowing, trimming, and cutting trees smaller than 2 inches in diameter.

c. **Zone Description**

- i. The grounds consist of several zones. The zone will determine the requirements and frequency of maintenance.
 1. Zone 1 is the grassy areas around the plant. These areas make up approximately 24 acres.
 2. Zone 2 is along fence lines that encompass the entire parameter of the plant site and the structures inside the plant.
 3. Zone 3 is the outfall structure area. This area is from the road (Fallwell Lane) through the access gate (across from the main entrance to the plant) and will include 6 feet on both sides of the access road and a minimum of 4 feet down the sides of the concrete channel and ending at the Colorado River.
 4. Zone 4 is the river water intake structure area. This area is from the road (Fallwell Lane) through the access gate (across the road from the River Water Intake Pump Station) and will be the width of the fence by the road down to the water's edge of the Colorado River. All cutting on the river side of fence shall be completed using hand tools.

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d. Mowing

- i. Contractor shall perform an initial cleanup of all facilities to prepare for landscape services. Litter shall be removed from all landscape maintenance areas each time the location is assigned and before beginning assigned landscape maintenance at each location.
- ii. The Contractor shall mow the maintenance areas as directed by the appropriate AE Project Manager or their designee.
- iii. The Contractor shall provide complete services to all grass areas within the fenced areas of listed facilities, outside the fenced areas as indicated, and/or the entire lot or property as indicated.
- iv. The Contractor shall maintain grass and vegetation areas (except ornamental) at a three (3) inch cutting height or appropriate to the grass species and location, or at such height specified by AE. Grass mowed shall be uniform throughout the entire area, except as directed by the AE Project Manager or their designee.
- v. The Contractor shall ensure mowing areas are free of clumps of grass cuttings and ruts from mowing equipment, after each visit.
- vi. The Contractor shall prevent discharge of grass clippings, gravel and other material onto any trap rock areas, paved surfaces such as streets or driveways, curbs and gutters, sidewalks, parking lots, and/or adjacent properties.
- vii. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings must remain on lawn.
- viii. The Contractor shall reshape mulch rings within twenty-four (24) hours when dislodged by mowing equipment.

e. Trimming & Edging

- i. The Contractor shall trim all grass areas.
- ii. The Contractor shall trim grass around every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.
- iii. The Contractor shall edge curbs so that turf is vertically parallel with the curb. All trimming shall maintain the three (3) inch cutting height, or as directed by AE Project Manager or their designee.

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- iv. The Contractor shall edge to the ground for a straight-line cut to include but not limited to every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.
 - v. Vegetation shall not be allowed to grow on or hang over any concrete area that is maintained under this contract or create a sight distance obstruction at any intersection.
 - vi. The Contractor shall ensure weed-eaters, edgers, trimmers or other similar devices are used in a manner to ensure that NO contact is made with tree trunks. Special care shall be given to trimming and mowing around trees and shrubs so as not to damage the bark and stem of these plants. Any trees or shrubs damaged by careless use of string trimmers will be replaced by the landscape contractor at their expense.
 - vii. The Contractor shall trim down to the concrete surface of any weeds, grasses, and other plant matter breaking through pavement, between pavement and curb. Growth shall be controlled so as to be flush with the surface, by manual weeding and/or weed-eating. No chemicals or other substances may be applied without prior approval by the AE Project Manager or their designee.
 - viii. The Contractor shall notify the AE Project Manager or their designee when cutting, weed-eating and other trimming around vehicles to allow owners to relocate their vehicles, if needed.
 - ix. The Contractor shall make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies will be directed away from vehicles and buildings.
 - x. The Contractor shall be cautious when mowing or trimming areas with irrigation systems. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.
- f. **Flower Beds & Shrubs**
- i. The Contractor shall maintain landscape/flower beds to include but not limited to the removal of weeds, trash, leaves, and dead plant material. Special care shall be taken not to damage or destroy existing plants or shrubbery or irrigation located in the beds. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.
 - ii. The Contractor shall replace plants when deemed necessary by the AE Project Manager or their designee. The cost for each plant shall be billed at invoice cost to Contractor plus markup (0600; Bid Sheet). Plant selection must be approved by AE Project Manager or their designee prior to plant purchase and placement.

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- iii. The Contractor shall trim hedge-type shrubbery three (3) times per year, during the last week of November, the last week of February and the second week of May or as directed by AE Project Manager or their designee.
- iv. The Contractor shall use hedge trimmers to trim shrubs. No shearing of shrubs will be permitted.
- v. The Contractor shall remove shrub trimmings from the site the same day trimming occurs, unless otherwise agreed upon by AE Project Manager.
- vi. The Contractor shall trim ground cover plants to a height of 12" and shall be trimmed away from the building maintaining a minimum of 6" clearance from the windows.
- vii. The Contractor shall apply compost or compost tea annually to improve plant health, or as directed by AE Project Manager or their designee.

g. Grounds Maintenance

- i. Contractor is responsible for maintaining lawn and shrubs to the edge of the street at all locations with public street frontage, or as directed by Owner.
- ii. The Contractor shall remove trash, litter and other debris from maintenance areas prior to, and after mowing, trimming, weed-eating and blowing and properly dispose of such material after each site visit. If in the course of mowing, litter or debris is overlooked and shredded by mowers or trimmers, it should immediately be collected and disposed of properly by the Contractor by the end of the maintenance visit, and before leaving the site.
- iii. The Contractor shall blow, sweep or otherwise remove debris from walkways and parking areas on the same day of service and at no additional cost to the City. This will include, but is not limited to, grass, waste material, trash, shrub and tree trimmings.
- iv. The Contractor shall dispose of all trash, litter, waste material, and debris resulting from general landscape and grounds maintenance operations in a manner acceptable to AE Project Manager or their designee and in accordance with all Federal, State, and local laws, rules, regulations and guidelines.
- v. The Contractor shall not dispose of any debris or trash resulting from landscape maintenance in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations or where unauthorized disposal is not allowed.

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h. Irrigation Inspection and Repair

- i. The Contractor shall inspect irrigation systems for leaks or damage and recommend repairs at the time the ground maintenance activity is performed or as directed by the AE Project Manager or their designee.
- ii. The Contractor shall be knowledgeable in the functioning of automatic sprinkler systems and shall be able to repair and maintain such sprinkler systems.
- iii. The Contractor shall have the experience including but not limited to repair/replace sprinkler heads, control valves, breaks in water lines and trouble-shoot control mechanisms.
- iv. The Contractor shall provide, when repairs are necessary, a quote to the AE Project Manager or their designee prior to the purchase of repair materials and the start of work.
- v. Trouble-shooting, technical assistance and labor to repair irrigation system shall be billed at the hourly Line Item Bid rate for Irrigation Repair Service.
- vi. The Contractor shall cut off main sprinkler water lines and winterize applicable water irrigation systems as required in the Irrigation Schedule (Attachment G) or by the City and forward a report to AE Project Manager within five (5) business days detailing the winterization actions taken. Contractor will be liable for any damages due to Contractor's negligence with regard to winterization of applicable water irrigation systems.
- vii. The Contractor shall adjust and maintain the City's irrigation water schedule according to current City of Austin watering policies.
- viii. Future landscape irrigation installation at new or existing facilities may involve inspection, maintenance or repairs.

i. Trees

- i. For the purpose of this Contract, a tree shall be considered to be a self-supporting, woody perennial plant with at least one stem two (2) inches or more in diameter at the base and with one or more branches developing from the stem or trunk.
- ii. The Contractor shall perform any tree pruning by use of the collar-cut pruning practice. This method refers to the final pruning cut to remove a limb just outside the raised branch collar of the branch junction with the trunk of another limb. A proper collar cut will reduce the exposed surface area of the cut. No stub or flush cuts shall be made when pruning any tree.
- iii. The Contractor shall notify AE Project Manager or their designee of any planned tree pruning activities scheduled to be performed prior to the commencement of that work.

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- iv. All pruning or other wounds on Oak trees shall be dressed with an approved tree wound dressing. Wound dressing on all other tree types will be at the discretion of AE Project Manager or their designee. Wound dressing shall be applied immediately after pruning.
- v. Contractor shall remove all sucker growth from the bases and lower trunk of selected trees.
- vi. The Contractor shall disinfect all pruning tools, handsaws and chain saws with AE approved disinfectants before each Oak tree is pruned to prevent the spread of disease.
- vii. The Contractor shall trim ground cover around trees in such a manner as to avoid damage to the bark, the stem or the trunk of the tree.
- viii. The Contractor shall remove and dispose of only those trees, plants or portions of trees or plants trimmed by the Contractor, except when AE's personnel perform such trimming. Whenever possible, removal and cleanup shall be completed before leaving the job site. No cut limbs, tree trunks, brush, or other debris will be left on the property or adjacent streets or alleys.
- ix. Contractor shall re-mulch tree beds upon the request of the AE Project Manager or its designee (Bid Item #4.02).
- j. **Wildflowers**
 - i. The Contractor shall maintain wildflower areas as directed by AE Project Manager or their designee. Specific areas may be planted in wildflowers and will require different mowing standards. These areas will be specified by signage or by AE Project Manager or their designee.
 - ii. The floating mowing cycle for wildflowers is to be scheduled between Contractor and the AE Contract Manager or their designee.
- k. **Integrated Pest Management (IPM)**
 - i. Contractor shall monitor the site at least once a month to determine if there is any fire ant activity.
 - ii. Contractor shall eliminate fire ant colonies and their mounds using fire ant bait following label directions.
 - iii. It is anticipated that a bait treatment will need to occur at least once in the spring and fall season.
 - iv. Refer to Attachment D for information on City's approved Integrated Pest Management.

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IX. GROUP B: DECKER CREEK POWER PLANT

Group B is located at the following address:

Group B	Decker Creek Power Plant	8003 Decker Lane, Austin, Texas 78724
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a. Mowing Schedule

- i. Grounds Maintenance Services shall be performed Monday through Friday, 7:30 a.m. to 3:30 p.m. excluding City holidays.

b. Frequency

- i. The areas where work will be performed are identified as zones. The Contractor shall perform landscape services to all areas in the zone(s) in the frequency indicated. New areas may be added during the period of the contract and the Contractor will be required to maintain them at a prorated average price per acre.

ii. Mode Descriptions

1. Mode A- Work will include mowing and trimming.
2. Mode B- Work will be primarily weed control. It also includes removing vegetation growing into fence.
3. Mode C- Work will include mowing, trimming, and cutting trees smaller than 2 inches in diameter.

iii. Cycles

1. The time period of each Mode (example: 14 days, 21 days, etc.) indicates that all portions of that area will be mowed or treated as stated once during that time period. The contract manager or Austin Energy Site Representative has the authority to cancel or alter the scheduled mowing cycle as needed. The cancellations or alterations may be based upon prevailing weather conditions, O-Zone action Days, and available funding. Typically areas shall be maintained on the following time cycles:
 - a. Mode A -Mowing completed on 14-day mowing cycle. Plant Work Areas and Building Grounds. Maintenance of all assigned plant property within the designated zone shall generally be completed on a 14-day schedule through the Contract period for a planned maximum of 20 mowings.
 - b. Mode B - Mowing completed on a 21-day mowing cycle. Typically remote areas of the plants where work is not routinely performed by staff. Maintenance of all assigned plant property within the designated zone shall be completed on a 21-day schedule through the Contract period of a planned maximum of 14 mowings.

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- c. Mode C - Mowing completed 1 to 4 times per year. This includes the Walter E. Long dam area, Lindell pipeline easement, road to plant boat ramp, road out on to the peninsula, bar ditches or other areas so designated in Attachment I. Mode C shall be initiated by the Austin Energy Site Representative and Contractor shall receive no less than 10 days-notice that such services are requested.

c. Mowing

- i. The Contractor shall perform an initial cleanup of all facilities to prepare for landscape services. Litter shall be removed from all landscape maintenance areas each time the location is assigned and before beginning assigned landscape maintenance at each location.
- ii. The Contractor shall mow the maintenance areas as directed by the appropriate AE Project Manager or their designee.
- iii. The Contractor shall provide complete services to all grass areas within the fenced areas of listed facilities, outside the fenced areas as indicated, and/or the entire lot or property as indicated.
- iv. The Contractor shall maintain grass and vegetation areas (except ornamental) at a three (3) inch cutting height or appropriate to the grass species and location, or at such height specified by AE. Grass mowed shall be uniform throughout the entire area, except as directed by the AE Project Manager or their designee.
- v. The Contractor shall ensure mowing areas are free of clumps of grass cuttings and ruts from mowing equipment, after each visit.
- vi. The Contractor shall prevent discharge of grass clippings, gravel and other material onto any trap rock areas, paved surfaces such as streets or driveways, curbs and gutters, sidewalks, parking lots, and/or adjacent properties.
- vii. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings must remain on lawn.
- viii. The Contractor shall reshape mulch rings within twenty-four (24) hours when dislodged by mowing equipment.

d. Trimming & Edging

- i. The Contractor shall trim all grass areas.
- ii. The Contractor shall trim grass around every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.

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- iii. The Contractor shall edge curbs so that turf is vertically parallel with the curb. All trimming shall maintain the three (3) inch cutting height, or as directed by AE Project Manager or their designee.
- iv. The Contractor shall edge to the ground for a straight-line cut to include but not limited to every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.
- v. Vegetation shall not be allowed to grow on or hang over any concrete area that is maintained under this contract or create a sight distance obstruction at any intersection.
- vi. The Contractor shall ensure weed-eaters, edgers, trimmers or other similar devices are used in a manner to ensure that NO contact is made with tree trunks. Special care shall be given to trimming and mowing around trees and shrubs so as not to damage the bark and stem of these plants. Any trees or shrubs damaged by careless use of string trimmers will be replaced by the landscape contractor at their expense.
- vii. The Contractor shall trim down to the concrete surface of any weeds, grasses, and other plant matter breaking through pavement, between pavement and curb. Growth shall be controlled so as to be flush with the surface, by manual weeding and/or weed-eating. No chemicals or other substances may be applied without prior approval by the AE Project Manager or their designee.
- viii. The Contractor shall notify the AE Project Manager or their designee when cutting, weed-eating and other trimming around vehicles to allow owners to relocate their vehicles, if needed.
- ix. The Contractor shall make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies will be directed away from vehicles and buildings.
- x. The Contractor shall be cautious when mowing or trimming areas with irrigation systems. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.

e. Flower Beds & Shrubs

- i. The Contractor shall maintain landscape/flower beds to include but not limited to the removal of weeds, trash, leaves, and dead plant material. Special care shall be taken not to damage or destroy existing plants or shrubbery or irrigation located in the beds. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.

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- ii. The Contractor shall replace plants when deemed necessary by the AE Project Manager or their designee. The cost for each plant shall be billed at invoice cost to Contractor plus markup (0600; Bid Sheet). Plant selection must be approved by AE Project Manager or their designee prior to plant purchase and placement.
- iii. The Contractor shall trim hedge-type shrubbery three (3) times per year, during the last week of November, the last week of February and the second week of May or as directed by AE Project Manager or their designee.
- iv. The Contractor shall use hedge trimmers to trim shrubs. No shearing of shrubs will be permitted.
- v. The Contractor shall remove shrub trimmings from the site the same day trimming occurs, unless otherwise agreed upon by AE Project Manager.
- vi. The Contractor shall trim ground cover plants to a height of 12" and shall be trimmed away from the building maintaining a minimum of 6" clearance from the windows.
- vii. The Contractor shall apply compost or compost tea annually to improve plant health, or as directed by AE Project Manager or their designee.

f. Grounds Maintenance

- i. Contractor is responsible for maintaining lawn and shrubs to the edge of the street at all locations with public street frontage, or as directed by Owner.
- ii. The Contractor shall remove trash, litter and other debris from maintenance areas prior to, and after mowing, trimming, weed-eating and blowing and properly dispose of such material after each site visit. If in the course of mowing, litter or debris is overlooked and shredded by mowers or trimmers, it should immediately be collected and disposed of properly by the Contractor by the end of the maintenance visit, and before leaving the site.
- iii. The Contractor shall blow, sweep or otherwise remove debris from walkways and parking areas on the same day of service and at no additional cost to the City. This will include, but is not limited to, grass, waste material, trash, shrub and tree trimmings.
- iv. The Contractor shall dispose of all trash, litter, waste material, and debris resulting from general landscape and grounds maintenance operations in a manner acceptable to AE Project Manager or their designee and in accordance with all Federal, State, and local laws, rules, regulations and guidelines.

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- v. The Contractor shall not dispose of any debris or trash resulting from landscape maintenance in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations or where unauthorized disposal is not allowed.

g. Irrigation Inspection and Repair

- i. The Contractor shall inspect irrigation systems for leaks or damage and recommend repairs at the time the ground maintenance activity is performed or as directed by the AE Project Manager or their designee.
- ii. The Contractor shall be knowledgeable in the functioning of automatic sprinkler systems and shall be able to repair and maintain such sprinkler systems.
- iii. The Contractor shall have the experience including but not limited to repair/replace sprinkler heads, control valves, breaks in water lines and trouble-shoot control mechanisms.
- iv. The Contractor shall provide, when repairs are necessary, a quote to the AE Project Manager or their designee prior to the purchase of repair materials and the start of work.
- v. Trouble-shooting, technical assistance and labor to repair irrigation system shall be billed at the hourly Line Item Bid rate for Irrigation Repair Service.
- vi. The Contractor shall cut off main sprinkler water lines and winterize applicable water irrigation systems as required in the Irrigation Schedule (Attachment G) or by the City and forward a report to AE Project Manager within five (5) business days detailing the winterization actions taken. Contractor will be liable for any damages due to Contractor's negligence with regard to winterization of applicable water irrigation systems.
- vii. The Contractor shall adjust and maintain the City's irrigation water schedule according to current City of Austin watering policies.
- viii. Future landscape irrigation installation at new or existing facilities may involve inspection, maintenance or repairs.

h. Trees

- i. For the purpose of this Contract, a tree shall be considered to be a self-supporting, woody perennial plant with at least one stem two (2) inches or more in diameter at the base and with one or more branches developing from the stem or trunk.
- ii. The Contractor shall perform any tree pruning by use of the collar-cut pruning practice. This method refers to the final pruning cut to remove a limb just outside the raised branch collar of the branch junction with the

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trunk of another limb. A proper collar cut will reduce the exposed surface area of the cut. No stub or flush cuts shall be made when pruning any tree.

- iii. The Contractor shall notify AE Project Manager or their designee of any planned tree pruning activities scheduled to be performed prior to the commencement of that work.
- iv. All pruning or other wounds on Oak trees shall be dressed with an approved tree wound dressing. Wound dressing on all other tree types will be at the discretion of AE Project Manager or their designee. Wound dressing shall be applied immediately after pruning.
- v. The Contractor shall disinfect all pruning tools, handsaws and chain saws with AE approved disinfectants before each Oak tree is pruned to prevent the spread of disease.
- vi. The Contractor shall trim ground cover around trees in such a manner as to avoid damage to the bark, the stem or the trunk of the tree.
- vii. The Contractor shall remove and dispose of only those trees, plants or portions of trees or plants trimmed by the Contractor, except when AE's personnel perform such trimming. Whenever possible, removal and cleanup shall be completed before leaving the job site. No cut limbs, tree trunks, brush, or other debris will be left on the property or adjacent streets or alleys.

i. Wildflowers

- i. The Contractor shall maintain wildflower areas as directed by AE Project Manager or their designee. Specific areas may be planted in wildflowers and will require different mowing standards. These areas will be specified by signage or by AE Project Manager or their designee.
- ii. The floating mowing cycle for wildflowers is to be scheduled between Contractor and the AE Contract Manager or their designee.

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GROUP C: SUBSTATIONS AND LOTS

Group C is located at the following address:

Group C	Substations and lots	Various – See Attachment A
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j. Schedule

- i. Contractor shall perform grounds maintenance services Monday through Friday, 8:00 a.m. to 6:00 p.m.
- ii. The Contractor shall mow and trim all turf areas as required by AE, on an as-needed schedule dependent of the level of maintenance and visibility, at the sole discretion of AE. For the individual locations, this interval may range from every one to two weeks for a few highly visible locations with irrigation at the peak of the growing season, to once a month, or more, as determined by AE. Work releases will be made throughout the calendar year, but primarily during the growing season between the months of March through October.

k. Mowing

- i. Contractor shall perform an initial cleanup of all facilities to prepare for landscape services. Litter shall be removed from all landscape maintenance areas each time the location is assigned and before beginning assigned landscape maintenance at each location.
- ii. The Contractor shall mow the maintenance areas as directed by the appropriate AE Project Manager or their designee.
- iii. The Contractor shall provide complete services to all grass areas within the fenced areas of listed facilities, outside the fenced areas as indicated, and/or the entire lot or property as indicated.
- iv. The Contractor shall maintain grass and vegetation areas (except ornamental) at a three (3) inch cutting height or appropriate to the grass species and location, or at such height specified by AE. Grass mowed shall be uniform throughout the entire area, except as directed by the AE Project Manager or their designee.
- v. The Contractor shall ensure mowing areas are free of clumps of grass cuttings and ruts from mowing equipment, after each visit.
- vi. The Contractor shall prevent discharge of grass clippings, gravel and other material onto any trap rock areas, paved surfaces such as streets or driveways, curbs and gutters, sidewalks, parking lots, and/or adjacent properties.
- vii. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings must remain on lawn.

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- viii. The Contractor shall reshape mulch rings within twenty-four (24) hours when dislodged by mowing equipment.

I. Trimming & Edging

- i. The Contractor shall trim all grass areas.
- ii. The Contractor shall trim grass around every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.
- iii. The Contractor shall edge curbs so that turf is vertically parallel with the curb. All trimming shall maintain the three (3) inch cutting height, or as directed by AE Project Manager or their designee.
- iv. The Contractor shall edge to the ground for a straight-line cut to include but not limited to every sidewalk, driveway, curb, building perimeter, pole, fence and tree during each visit.
- v. Vegetation shall not be allowed to grow on or hang over any concrete area that is maintained under this contract or create a sight distance obstruction at any intersection.
- vi. The Contractor shall ensure weed-eaters, edgers, trimmers or other similar devices are used in a manner to ensure that NO contact is made with tree trunks. Special care shall be given to trimming and mowing around trees and shrubs so as not to damage the bark and stem of these plants. Any trees or shrubs damaged by careless use of string trimmers will be replaced by the landscape contractor at their expense.
- vii. The Contractor shall trim down to the concrete surface of any weeds, grasses, and other plant matter breaking through pavement, between pavement and curb. Growth shall be controlled so as to be flush with the surface, by manual weeding and/or weed-eating. No chemicals or other substances may be applied without prior approval by the AE Project Manager or their designee.
- viii. The Contractor shall notify the AE Project Manager or their designee when cutting, weed-eating and other trimming around vehicles to allow owners to relocate their vehicles, if needed.
- ix. The Contractor shall make every effort to position and operate equipment such that cuttings and debris picked up by rotating assemblies will be directed away from vehicles and buildings.
- x. The Contractor shall be cautious when mowing or trimming areas with irrigation systems. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.

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m. Flower Beds & Shrubs

- i. The Contractor shall maintain landscape/flower beds to include but not limited to the removal of weeds, trash, leaves, and dead plant material. Special care shall be taken not to damage or destroy existing plants or shrubbery or irrigation located in the beds. Contractors will be responsible for repairs to irrigation systems damaged as a result of their performance of assigned work, at no charge to AE.
- ii. The Contractor shall replace plants when deemed necessary by the AE Project Manager or their designee. The cost for each plant shall be billed at invoice cost to Contractor plus markup (0600; Bid Sheet). Plant selection must be approved by AE Project Manager or their designee prior to plant purchase and placement.
- iii. The Contractor shall trim hedge-type shrubbery three (3) times per year, during the last week of November, the last week of February and the second week of May or as directed by AE Project Manager or their designee.
- iv. The Contractor shall use hedge trimmers to trim shrubs. No shearing of shrubs will be permitted.
- v. The Contractor shall remove shrub trimmings from the site the same day trimming occurs, unless otherwise agreed upon by AE Project Manager.
- vi. The Contractor shall trim ground cover plants to a height of 12" and shall be trimmed away from the building maintaining a minimum of 6" clearance from the windows.
- vii. The Contractor shall apply compost or compost tea annually to improve plant health, or as directed by AE Project Manager or their designee.

n. Grounds Maintenance

- i. The Contractor is responsible for maintaining lawn and shrubs to the edge of the street at all locations with public street frontage, or as directed by Owner. Substation grounds maintenance shall include the removal of all vines and invasive, undesirable vegetation growing on substation chain-link security fences or walls.
- ii. The Contractor shall remove trash, litter and other debris from maintenance areas prior to, and after mowing, trimming, weed-eating and blowing and properly dispose of such material after each site visit. If in the course of mowing, litter or debris is overlooked and shredded by mowers or trimmers, it should immediately be collected and disposed of properly by the Contractor by the end of the maintenance visit, and before leaving the site.

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- iii. The Contractor shall blow, sweep or otherwise remove debris from walkways and parking areas on the same day of service and at no additional cost to the City. This will include, but is not limited to, grass, waste material, trash, shrub and tree trimmings.
- iv. The Contractor shall dispose of all trash, litter, waste material, and debris resulting from general landscape and grounds maintenance operations in a manner acceptable to AE Project Manager or their designee and in accordance with all Federal, State, and local laws, rules, regulations and guidelines.
- v. The Contractor shall not dispose of any debris or trash resulting from landscape maintenance in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations or where unauthorized disposal is not allowed.

o. Irrigation Inspection and Repair

- i. The Contractor shall inspect irrigation systems for leaks or damage and recommend repairs at the time the ground maintenance activity is performed or as directed by the AE Project Manager or their designee.
- ii. The Contractor shall be knowledgeable in the functioning of automatic sprinkler systems and shall be able to repair and maintain such sprinkler systems.
- iii. The Contractor shall have the experience including but not limited to repair/replace sprinkler heads, control valves, breaks in water lines and trouble-shoot control mechanisms.
- iv. The Contractor shall provide, when repairs are necessary, a quote to the AE Project Manager or their designee prior to the purchase of repair materials and the start of work.
- v. Trouble-shooting, technical assistance and labor to repair irrigation system shall be billed at the hourly Line Item Bid rate for Irrigation Repair Service.
- vi. The Contractor shall cut off main sprinkler water lines and winterize applicable water irrigation systems as required in the Irrigation Schedule (Attachment G) or by the City and forward a report to AE Project Manager within five (5) business days detailing the winterization actions taken. Contractor will be liable for any damages due to Contractor's negligence with regard to winterization of applicable water irrigation systems.
- vii. The Contractor shall adjust and maintain the City's irrigation water schedule according to current City of Austin watering policies.
- viii. Future landscape irrigation installation at new or existing facilities may involve inspection, maintenance or repairs.

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p. Trees

- i. For the purpose of this Contract, a tree shall be considered to be a self-supporting, woody perennial plant with at least one stem two (2) inches or more in diameter at the base and with one or more branches developing from the stem or trunk.
- ii. The Contractor shall perform any tree pruning by use of the collar-cut pruning practice. This method refers to the final pruning cut to remove a limb just outside the raised branch collar of the branch junction with the trunk of another limb. A proper collar cut will reduce the exposed surface area of the cut. No stub or flush cuts shall be made when pruning any tree.
- iii. The Contractor shall notify AE Project Manager or their designee of any planned tree pruning activities scheduled to be performed prior to the commencement of that work.
- iv. All pruning or other wounds on Oak trees shall be dressed with an approved tree wound dressing. Wound dressing on all other tree types will be at the discretion of AE Project Manager or their designee. Wound dressing shall be applied immediately after pruning.
- v. The Contractor shall disinfect all pruning tools, handsaws and chain saws with AE approved disinfectants before each Oak tree is pruned to prevent the spread of disease.
- vi. The Contractor shall trim ground cover around trees in such a manner as to avoid damage to the bark, the stem or the trunk of the tree.
- vii. The Contractor shall remove and dispose of only those trees, plants or portions of trees or plants trimmed by the Contractor, except when AE's personnel perform such trimming. Whenever possible, removal and cleanup shall be completed before leaving the job site. No cut limbs, tree trunks, brush, or other debris will be left on the property or adjacent streets or alleys.

q. Wildflowers

- i. The Contractor shall maintain wildflower areas as directed by AE Project Manager or their designee. Specific areas may be planted in wildflowers and will require different mowing standards. These areas will be specified by signage or by AE Project Manager or their designee.
- ii. The floating mowing cycle for wildflowers is to be scheduled between Contractor and the AE Contract Manager or their designee.

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X. ADDITIONAL SERVICES

- a. Requests for additional landscape maintenance services (Additional Services) will be at AE's expense and Contractor will charge AE the price as stated on the Bid Sheet (see Section 0600) or as requested based on quotes issued at the time of request utilizing Contract rates. Additional Services may include, but are not be limited to:
 1. Assorted small scale plantings or surface cover (such as crushed granite)
 2. Debris removal
 3. Replacement and/or removal of existing plantings
 4. Added new work sites
 5. Irrigation repair
- b. Additional AE properties, not specified within this Contract, needing to be serviced, will be billed at the Man-Hour Billing Rate and the Equipment Billing Rate stated on the bid sheet (Section 0600).
- c. Material or equipment provided by Contractor at AE request for Additional Services will be invoiced at invoice cost to Contractor plus a percent (%) markup as stated on the Bid Sheet (Section 0600). Contractor shall include copies of material and/or equipment invoices with any applicable invoice to AE.

XI. DAMAGES

- a. It shall be the responsibility of the Contractor and AE Project Manager or their designee to mutually agree upon condition of surfaces, fixtures or other property before starting work on this contract.
- b. The Contractor shall notify the AE Project Manager or their designee within one (1) hour of any damage that has occurred or has been observed at any gate, fence, structure, vehicle or other area.
- c. The Contractor shall be responsible for any damages to the City's property, to include but not limited to, shrubs, trees, buildings, windows, doors, fences, roadways, walkways, vehicles, irrigation systems, and/or other improvements. Any damage shall be replaced or repaired to the satisfaction of the AE Project Manager or their designee within seven (7) business days of notification, at no additional cost to the City.
- d. The Contractor shall be responsible for any damage sustained to trees, plants or grass caused by gasoline, oil spillage and mechanical damage resulting from their activities, including the use of herbicides.
- e. The Contractor shall document all damage in writing to the AE Project Manager or their designee with a copy to the contract file and contractor.
- f. The Contractor will also be responsible for wheel rutting from any type of vehicle or mower used in the performance of the Work.
- g. Tree damages shall be assessed as follows:

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INVITATION FOR BID (IFB) LAG0026**

- i. The Contractor's Arborist shall provide treatment to damaged trees at no cost to AE. If the damage requires removal of the tree, Contractor shall replace the tree in kind, size and age of the tree.
- h. The Contractor shall be solely responsible to resolve all damage claims to properties other than AE.

XII. ACCEPTANCE OF WORK

- a. AE shall be the sole judge of acceptability of work.
- b. The Contractor shall inform the AE Project Manager or their designee when each scheduled or unscheduled visit is finished on the day the work is completed.
- c. An inspection will be performed by the AE Project Manager or their designee, using the "Grounds Maintenance Checklist" form (see Attachment C) or visual spot-check inspection, as determined by AE Project Manager for Substations, to ensure the work requirements were completed in a satisfactory manner. If upon inspection any work is deemed unacceptable by the AE Project Manager or their designee, AE will document the deficiency or poor quality work for a call-back on the "Grounds Maintenance Checklist" form. The Contractor shall complete corrective work within a period to be determined by the AE Project Manager or their designee. If more time is required to complete the necessary work, the Contractor shall request an extension in writing (e.g. email) that includes the reason for the extension and the date work will be completed. The AE Project Manager or their designee must approve the Contractor's request for extension in writing (e.g. email). If the AE Project Manager or their designee is satisfied with the Contractor's service, the AE Project Manager or their designee will sign the Grounds Maintenance Checklist form and provide a copy to the Contractor for submittal with the invoice. The Contractor will not be paid for the unacceptable work until such work is finalized and accepted by the Project Manager.
- d. Repeated performance violations will be noted in the contract file for use in future performance evaluations.
- e. Random checks of the trees may be carried out during the contract period at the option of AE.

XIII. INVOICING AND PAYMENTS

- a. Invoices, at a minimum, must include date serviced, location and bid item number (in addition to the invoicing requirements in Section 0400). When provided by AE, Contractor must attach the Grounds Maintenance Checklist to the invoice.
- b. Payment shall be made for only completed and accepted work.
- c. Payment to the Contractor for a particular location shall be withheld until all work at that location is deemed acceptable by AE Project Manager.

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INVITATION FOR BID (IFB) LAG0026**

- d. The Contractor shall attach copies of invoices for materials or equipment requested by AE as backup for payment invoicing.
- e. The Contractor shall submit one (1) invoice per month unless directed otherwise by the AE Project Manager.
- f. Invoices containing errors, incorrect pricing or requiring corrections will be returned to the contractor for correction, resulting in delay of processing payment to the Contractor. Repeated submittal of incorrect invoices will be documented and considered for corrective action and/or recommendation for Contract extension.

XIV. OMISSION

- a. It is the intent of this specification to acquire complete Landscape and Grounds Maintenance services for the specified plant facilities, substations and lots. Any services that have been omitted from this specification, which are clearly necessary for complete Landscape and Grounds Services shall be considered a requirement although not directly specified or called for in this specification.

XV. ATTACHMENTS

- A. Worksite Attachment A: Substations and Lots
- B. Equipment Inventory List
- C. Grounds Maintenance/Landscaping Checklist
- D. Integrated Pest Management Program (IPM)
- E. Sand Hill Energy Center Landscaping Layout
- F. Decker Creek Power Plant Layout
- G. Irrigation Schedule
- H. Substation and Lot Maps

ATTACHMENT A

SUBSTATION WORKSITES

Locations and Exterior Maintenance Requirements

In addition to the work requirements for ground maintenance services performed within the fences of each of the facilities listed below, the following descriptions identify the boundaries of the grounds maintenance outside of the fenced areas:

Angus Valley Substation, 6509 Yaupon Drive, Substation site is behind a locked gate off of Yaupon Dr. – Maintain 10 feet out from substation fence on East (front) side, 2 feet outside of fence on all other sides and 2 feet on both sides of entry road from the street.

Austin Dam Substation, 3617 Lake Austin Blvd. - Maintain 2 feet on outside of fence on South and East sides only.

Austrop Substation, 21000 Blake Manor Road, one mile North of FM 969 – Maintain from front fence out to Blake Manor Road and to fence line to North of north driveway. Approximately three (3) acres.

Balcones Substation, 3300 Braker Lane inside UT Research Campus at rear near RR tracks – Maintain from fence to road on West side and 3 feet out from the gravel perimeter outside the fence on all other sides.

Barton Substation, 2430 S. Capital of Texas Hwy (West Loop 360) Substation site is behind a locked gate on Loop 360. - Maintain 40 feet out from substation fence on front (SE side) and 2 feet out from the gravel perimeter outside the fence on other 3 sides.

Bee Creek Substation, 3602 Red Bud Trail, Substation site is behind a gated entry in secured area - Maintain from the fence to the road on front (West) side and 2 feet out from the gravel perimeter outside the fence on other 3 sides.

Bergstrom Substation, 1800 Blk. Hwy 71 East– Maintain front of station out to Hwy 71 and 15 feet beyond curb of entry road on West side to property line. Once a year in late winter, cut ornamental pampas grass back to 1 foot tall.

Blanco Lot, 1202 West 10th, Vacant Lot behind Fire Station on West side- Maintain entire lot from rear of property in fenced enclosure out to W. 10th Street.

Brackenridge Substation, 1300 ½ North IH 35 – Maintain front of station out to curb and 3 feet from wall on North and West sides.

Brodie Lane Substation, 9612 Brodie Lane – Maintain from front of station and North and South property lines out to curb. North side of station out to barbed wire fence and 4 feet out from the gravel perimeter outside the fence on the other two sides. Once a year in late winter, cut ornamental grass back to 1 foot tall.

Burleson Substation, 2505 E. Ben White @ Todd Lane – Maintain from fence to curb on North and East sides and 4 feet from the gravel perimeter outside the fence on South side along RR tracks.

Cameron Substation, 1312 Rutherford Lane – Maintain from fence to curb on North, South and West sides and from fence to the property line along utility poles on East side.

ATTACHMENT A SUBSTATION WORKSITES

Cardinal Lane Substation & Vacant Lot, 900 Cardinal Lane and vacant lot across from substation entrance at 3303 South 2nd St. (lot on East side at end of dead end) – Maintain from wall to curb on South, East and West sides and from wall to property line on North side. On vacant lot across S. 2nd St from entrance to sub, maintain entire vacant lot inside fence and to the street. Once a year after last freeze, cut ornamental perennials back to stimulate new growth. Extensive drip irrigation system on-site.

Carson Creek Substation, 3310 ½ McCall Lane – Maintain from fence to McCall Ln. and 6 feet out from the gravel perimeter outside the fence on other 3 sides.

Central Austin Substation, 909 A West 45th @ Guadalupe on Austin State Hospital grounds – Maintain from wall to edge of road on North, East and West sides. From wall to pavement, sidewalk and building on South side. Maintain beds free of invasive weeds & trees at all times, keep ornamental grasses & shrubs trimmed and prune deadwood out of shrubs at least once a year in late winter. Extensive irrigation system on-site.

Clark Lot, 1200 Webberville Road @ E. 12th St., Vacant Lot - Maintain all within fence and from perimeter fence and adjoining property line to Webberville Rd., and from fence out to East 12th Street on South side. Yellow Bicycle property not included.

Commons Ford Substation, 115 Riverhills Rd. @ FM 2244 – Maintain from fence to Riverhills Road on South and West sides, 4 feet from fence on North side and from fence to edge of slope drop-off on East side.

Decker Steel Yard, 10001 Decker Lane @ Lindell Lane – On North side, maintain from fence to Lindell Ln. and East to the edge of the dirt road. Maintain from fence along West side out to Decker Lane and South to the creek.

Fiesta Substation, 3909 N IH 35 (38th & IH 35) – Maintain all grass areas out from the building or fence to the curbs and adjacent property lines. Maintain beds and keep shrubs trimmed at all times. Irrigation system on-site.

Fiskville Substation, 9821 ½ Middle Fiskville Road – Maintain from fence on West side out to Middle Fiskville Rd. and to the driveway to the North.

Garfield Substation, At the end of Oak River Drive in Elm Ridge Subdivision off of Pearce Lane, East of Wolfe Lane, in Bastrop County – Maintain outside chain link fence to outer perimeter barbed wire fence on North, West, South and East sides. Maintain inside chain link fence from interior perimeter road out to chain link fence on North, South and West sides. Approximately 12 to 14 acres.

Garfield Vacant Lots, At the end of Oak River Drive in Elm Ridge Subdivision off of Pearce Lane, East of Wolfe Lane in Bastrop County – 16 Vacant Lots on North side of High Point Blvd & 4 Vacant Lots on SE corner of High Point and Oak River Dr. to mailboxes - Maintain the front of these 20 vacant lots from the street to the tree line, approximately 10 to 20 feet behind curb line.

Grove Substation, 2706 Montopolis Drive - Maintain outside fence to road on South and East sides and 5 feet on the other accessible sides.

ATTACHMENT A SUBSTATION WORKSITES

Hamilton Substation, 4600 Braker Lane – gate at 4603 Hamilton Lane – Maintain from fence out to Braker Lane on South side and from fence out to Hamilton Lane on North side and 3 feet outside of fence on other sides of perimeter fence. Maintain fenced enclosure on the East end of substation equipment yard.

Haskell Lot, 2219 Haskell St. Vacant Lot – Maintain all of residential vacant lot out to curb, alleyway and property line. This vacant lot is near Holly Power Plant.

Holly Power Plant, 2401 Holly St. – Maintain all grassy areas within perimeter fences and walls of the Holly Power Plant as designated on aerial photo and both sides of entry gates and guard station. See attached aerial photo and map of Holly Power Plant.

Howard Lane Substation, 2305 Gardenia Dr.- Maintain from fence to road on North and South sides, and 7 feet on East side.

Howard Lane Storage Yard, 2307 Gardenia Dr.- Maintain from fence to road on North side only and entire area inside fence.

Jett Substation, 6622 Vaught Ranch Rd. off of FM 2222 – Maintain from fence to Vaught Ranch Rd. and 2 feet outside of fence on other 3 sides.

Jollyville Substation, 13715 Rutledge Spur @ dead end across RR tracks – From fence on entrance side out to rail road ROW, then 8 feet out from fence on all other 3 sides. Area to be maintained subject to revision as entrance drive to be relocated.

Justin Lane Substation, 7520 North Lamar Blvd. – Maintain from front wall out to Lamar Blvd. on the East side, 10 feet from wall to adjacent property line on South side, 44 feet out from the wall on the West side. On the North side, maintain a strip from the wall to the adjacent property lines, which varies from 6 feet wide on the NW (1/3 distance) to 12 feet wide on the NE boundary (2/3 distance).

Kingsbery Substation, 5001 Alf St. @ dead end – Maintain around the entry gate at the end of pavement, and maintain all the open areas on both sides of the entry drive. On the West (right) side of the entry road, maintain from the front (North) wall to adjacent property lines. On the East (left) side of entry road, maintain from front (North) wall to edge of drainage ditch on the North and concrete ditch on the East. Along the East wall, maintain from wall to edge of concrete ditch. Maintain 12 feet out from the wall on the West and South sides.

Koenig Lane Substation, 905 Old Koenig Lane @ Koenig Lane – Maintain from walls to curb on North, West, and South sides. Maintain beds free of invasive weeds & trees at all times, keep ornamental grasses & shrubs trimmed and prune deadwood out of shrubs at least once a year in late winter.

Lakeshore Substation, 3012 1/2 Westlake Drive – Maintain from front fence on East side out to West Lake Dr. and 2 feet from fence on other 3 sides. Maintain beds and keep shrubs trimmed at all times.

ATTACHMENT A SUBSTATION WORKSITES

Lakeway Substation, 15310 Kollmeyer Drive @ O'Reilly Dr. – Maintain on South side from front fence out to Kollmeyer Dr., from the fence out to O'Reilly Dr. on the West side and 4 feet out from fence on other 2 sides.

Lambie St to River St., West side of IH 35, Entire Block Vacant Lot, on southbound IH 35 access road – Maintain the entire block, curb to curb from SB access road to Lambie St. to East Ave to River St..

Lytton Springs Substation, 1834 Williamson Rd - Caldwell County Road 177, one mile East of US 183 – Maintain from front chain link fence out to fence line along County Road on the SE side of sub and 4 feet out from the gravel perimeter outside the perimeter fence on all other sides of substation.

Magnesium Plant Substation, 9128 ½ Metric Blvd. – Maintain from fence to road on East side, outside fence to edge of AFD parking lot on South side and 2 feet on North and West sides.

Mayan Way Lot, 1201 Mayan Way, Vacant Lot – Maintain all of vacant lot from adjoining property lines to curb at street.

McNeil Substation, 11900 Knollpark Drive – Maintain outside fence from entry gate and adjoining property lines out to Knollpark Dr, on both sides of driveway, including creek area. Maintain entire South side between both chain link fences and to wooden subdivision fence, West side between both chain link fences and from substation chain link fence to tree line on East side.

Mission Hill Lot – 2404 Mission Hill Drive Vacant Lot – Maintain all of residential vacant lot from street to adjacent property lines and to rear of vacant lot at 2407 Ventura Dr. (adjoins Ventura lot – see below). Both vacant lots to be maintained together.

Northland Substation, 3101 Northland Drive @ NB MoPac access road – Maintain from fence out to road on East side and 8 feet out from fence on South and West sides.

Oak Hill Substation, 5915 McCarthy Lane – Maintain from the front of station and rear fence line out to McCarthy Lane and to the neighbors fences and property lines on the East and West sides.

Onion Creek Substation, 12705 Fallwell Lane – Maintain area outside front fence on North side of substation to edge of Fallwell Lane and 8 feet outside of fence on remaining 3 sides.

Patton Lane Substation, off of 6800 block of Old Bee Caves Rd. adjacent to Freescale/NXP property – Maintain small grassy area on both sides of driveway outside fence on East side to property lines and out to curb.

Pilot Knob Substation, 9908 FM 812, North of church – Maintain from fence on West side to paved road and 2 feet on the other 3 sides.

Pilot Knob Tract - Vacant Lot - 9908 FM 812, North of church – Mow entire “L” shaped vacant tract North of church between church property, marked by white fence, to

ATTACHMENT A SUBSTATION WORKSITES

substation chain link fence and from East fence/property line to road on the West boundary. Tract is approximately 3.8 acres. Recommend mowing with tractor.

Pyegrave, 1005 & 1007 and Pegotty Place, 1116, Vacant Lots All three addresses count as one location. – Maintain all of these residential vacant lots from adjoining property lines to the street.

Riverplace Substation, 10712 RM 2222, off of River Place Blvd. behind 3M – Maintain from outside front fence on South side out to the paved/gravel road, and 5 feet from fence on other 3 sides.

Riverview Lot – 2216 Riverview Street - Vacant Lot – Maintain all of residential vacant lot out to curb, alleyway and property line. This vacant lot is near Holly Power Plant.

Salem Walk Substation, 5300 Salem Hill Drive @ end of road across creek – Maintain from front gate and fence on both sides of driveway to bridge and 35 feet out from fence or to tree line on remainder of South fence line. Maintain 5 feet from fence on East and West sides and 2 feet from fence on back fence line.

Slaughter Lane Substation, 1111 Slaughter Lane – Maintain from the substation fence on the North side out to Slaughter Lane and 5 feet on other 3 sides of the substation. Maintain from the driveway to the edge of the concrete lined ditch on the West and to the adjoining property on the East, including the fenced storage yard.

Sprinkle Substation, 10520 Cameron Road, East of Springdale Rd. – Maintain from the front fence out to Cameron Road and 4 feet out from the gravel perimeter outside the fence on the other 3 sides

Steck Substation, 3419 Steck Avenue @ north bound MoPac access road– Maintain from front fence on West side out to Mopac access road, on North side from fence to Steck Road, 10 feet out from fence on South side and East sides.

Stoney Ridge Substation, 7007 ½ Heine Farm Rd. – Maintain from front wall on West side of sub out to Heine Farm Rd., from North wall out to adjacent property lines and from sub wall out to adjoining property lines on East and South sides.

Summit Substation, 11300 Burnet Rd., East of The Domain – Maintain 5 feet out from fence on all 4 sides.

Techridge Substation, 13625 ½ Center Line Pass – Maintain from fence to the road on the West and South side, 10 feet out from fence on the East side and 5 feet out from the fence on the North side.

Trading Post Substation, 14634 ½ West Highway 71, approx 2 mi. W of 620 – Maintain both sides of entrance drive from the highway to the fence and gate, maintain 2 feet out from the gravel perimeter outside the fence along front of substation facing highway, maintain 2 feet along grass edges of interior roads and maintain grassy area inside substation as indicated on the aerial image.

ATTACHMENT A SUBSTATION WORKSITES

Ventura Drive Lot - 2407 Ventura Drive Vacant Lot – Maintain all of residential vacant lot from street to adjacent property lines and to rear of vacant lot at 2404 Mission Hill Drive (adjoins Mission Hill lot – see above). Both vacant lots to be maintained together.

Walnut Creek Substation – 7401 FM 969, behind Wastewater Treatment Plant – Maintain slopes inside substation fence on North and West sides and maintain 10 feet on both sides of driveway for 10 feet out from gate.

Warren Substation, 2100 West 35th Street in Camp Mabry @ MoPac & W 35th – Maintain 3 feet out from the gravel perimeter outside the fence on East and South sides adjacent to TXDOT property.

Westlake Cove, 2935, Vacant Lot – Vacant lot is behind gated entry. Maintain all of vacant lot from adjoining property lines to edge of pavement.

Wheless Lane Substation, 2100 Wheless Lane – Maintain from front wall on South side out to Wheless Lane. No maintenance required other 3 sides.

Williamson Substation, 6505 McNeil Drive, behind Cisco Systems – Maintain 5 feet out from the gravel perimeter outside the front fence on South side, 2 feet from the gravel perimeter outside the fence on East and West sides and 4 feet from fence on North side. Maintain 10 feet out from gates on South and West sides 2 feet wide on both sides of driveway.

Winsted Lane, 2501, Vacant Lot (old West Sub site) – Maintain from Mopac fence to Winsted Lane, and from chain link fence on the South end to neighbors wooden fence on North end of the site. Exception to this maintenance area are the fenced enclosures for cell and antennae sites located on this lot.

Yager Lane Vacant Lot, 2405 East Yager Lane , (5 acre lot with house) – Maintain entire property inside fence from adjoining property lines on East and West sides, out to Yager Lane and 10 feet outside fence on Parmer Lane side.

GROUNDS MAINTENANCE / LANDSCAPING CHECKLIST

Work Site Serviced: _____
(Please use one form per work site)

Date of Service: _____ Date completed: _____

Work performed: _____

AE Inspector: _____ Date of Inspection: _____

CHECKLIST:

Task:	Completed <i>(circle one)</i>		
1 Was the service performed on the scheduled day/week?	Yes	No	N/A
2 Were all areas serviced?	Yes	No	N/A
3 Was the grass mowed to the specified height?	Yes	No	N/A
4 Was the work site trimmed/edged during the visit? <i>(sidewalk, driveway, curb, building perimete, pole, fence, tree, etc.)</i>	Yes	No	N/A
5 Was the work site trimmed to the specified height?	Yes	No	N/A
6 Is plant growth in the pavement and walkways controlled?	Yes	No	N/A
7 If necessary, were shrubs/hedges trimmed?	Yes	No	N/A
8 Were the landscape/flower beds maintained?	Yes	No	N/A
9 Was debris blown or swept from walkways and parking areas?	Yes	No	N/A
10 Was litter and debris removed from the site during the visit?	Yes	No	N/A
11 Was the irrigation system inspected, if necessary?	Yes	No	N/A
12 Does the irrigation system require any repairs?	Yes	No	N/A
13 Is any damage noted to lawns, shrubs, tress, buildings, windows, doors, fences, roadways, walkways, vechiles, irrigation or other improvements?	Yes	No	N/A

If any item above was marked "No" or Task Number 13 was marked "yes", state the reason and indicate follow-up actions required:

GROUNDS MAINTENANCE / LANDSCAPING CHECKLIST

Corrections Required: Yes No (circle one)

If corrections required, state date corrections completed: _____

Signature of AE Inspector:

_____ Date: _____

Printed Name of AE Inspector:

CITY OF AUSTIN
PEST CONTROL AND CHEMICAL USAGE – ATTACHMENT D

It is a goal of the City of Austin to implement an Integrated Pest Management (IPM) program as the strategy for control of pests in and around City facilities. The following description details the scope and type of IPM program services to be rendered.

An Integrated Pest Management (IPM) program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

Control strategies in an IPM program should extend beyond the application of pesticides to include recommendations for structural and procedural modifications that reduce the food, water, harborage and access used by pests.

Copies of all inspection and treatment reports must be submitted to the Contract Manager, who will coordinate with the City IPM Coordinator as needed.

Copies of all site specific recommendations for structural and procedural modifications must also be submitted to the Contract Manager.

The Contractor is responsible for implementation of the IPM program required by this contract. The Contractor is responsible for providing properly trained pest management professionals who are licensed by the proper designated State agency. These professionals must be competent to handle and apply any pesticide products that may be needed to implement the IPM program.

The Contractor will have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Board.

The services to be provided are to comply in every respect with the applicable regulations of the following regulatory agencies:

- U.S. Department of Labor, OSHA Safety and Health Standards.
- U.S. Environmental Protection Agency Standards.
- State of Texas, Structural Pest Control Board Regulations.
- State of Texas Department of Agriculture Regulations.
- City of Austin Pesticide and Hazardous Materials Regulations and Ordinances.

No pesticide products shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control

of the target pests against which they are being used and label instructions shall be strictly adhered to.

REPORTS AND RECORDS

After each inspection or treatment, the Contractor is to furnish the Contract Manager with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests. If a control measure is applied, the report will contain a brief description and justification of the control measure used.

Logs: Contractor is to post and maintain a service log at each location.

Records: Provide a Pesticide Use Record to the Contract Manager each month containing the following information:

- Trade and common chemical name of product dispensed.
- Environmental Protection Agency registration number.
- Volume of chemical used in each area treated.
- Specific areas treated.
- Targeted pest.
- Application date.
- Name of applicator.

CHEMICAL APPLICATION

If a chemical application becomes necessary, the Contractor must obtain approval for any chemical(s) used other than identified below:

Application	Pesticide Control
Post-emergent weed control	Glyphosate (Roundup*)
Fire ant control	Amidinohydrazone (Amdro*)
Broad spectrum insecticide	Insecticidal soap (Safer*), synthetic pyrethrins (Neem II*)
Caterpillar control	Bacillus thuringensis (Thuricide*, Dipel*)

* Registered trademark of commonly used product.

The use of “weed and feed” products is prohibited. For diagnosis and recommendations regarding any other landscape pest issues, contact the City IPM Coordinator.

SAFETY

Contractor shall be responsible for the safe use and application of all control measures used in the IPM program. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

APPLICATION

Apply pest control products in accordance with the manufacturer's recommendations.

Provide pest treatment in accordance with normally accepted industry standards for an IPM program.

Apply pest control products in accordance with applicable regulatory standards.

City IPM Coordinator

John Clement
Watershed Protection Department
PO Box 1088
Austin, TX 78767-1088
(512) 974-1475

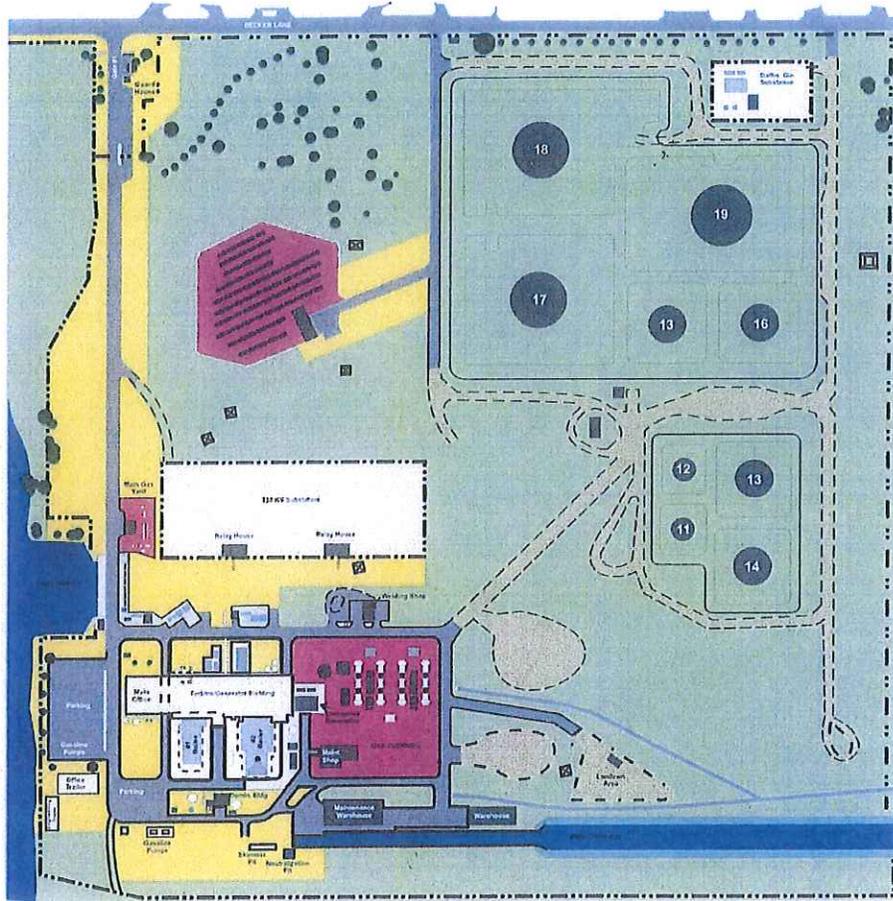
Attachment E



AUSTIN ENERGY ~ SAND HILL ENERGY CENTER

-  Zone 1, Grassy Areas
-  Zone 2, Fence Lines
-  Zone 3, Outfall Road
-  Zone 4, River Water Intake Structure
-  Landscaped Area

**Decker Plant Site Plan
ATTACHMENT F**

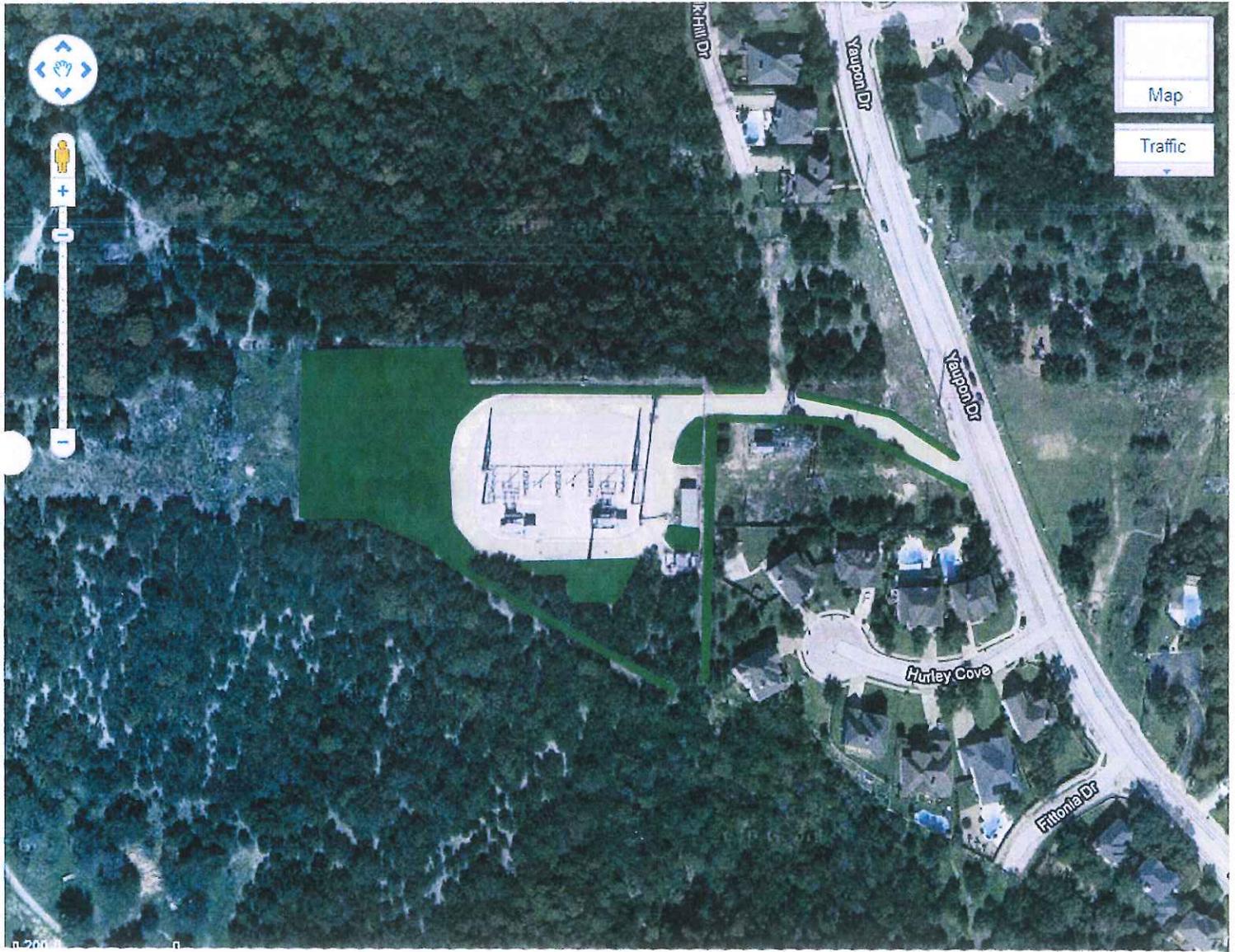


**Decker Creek Power Station
Grounds Maintenance Schedule**

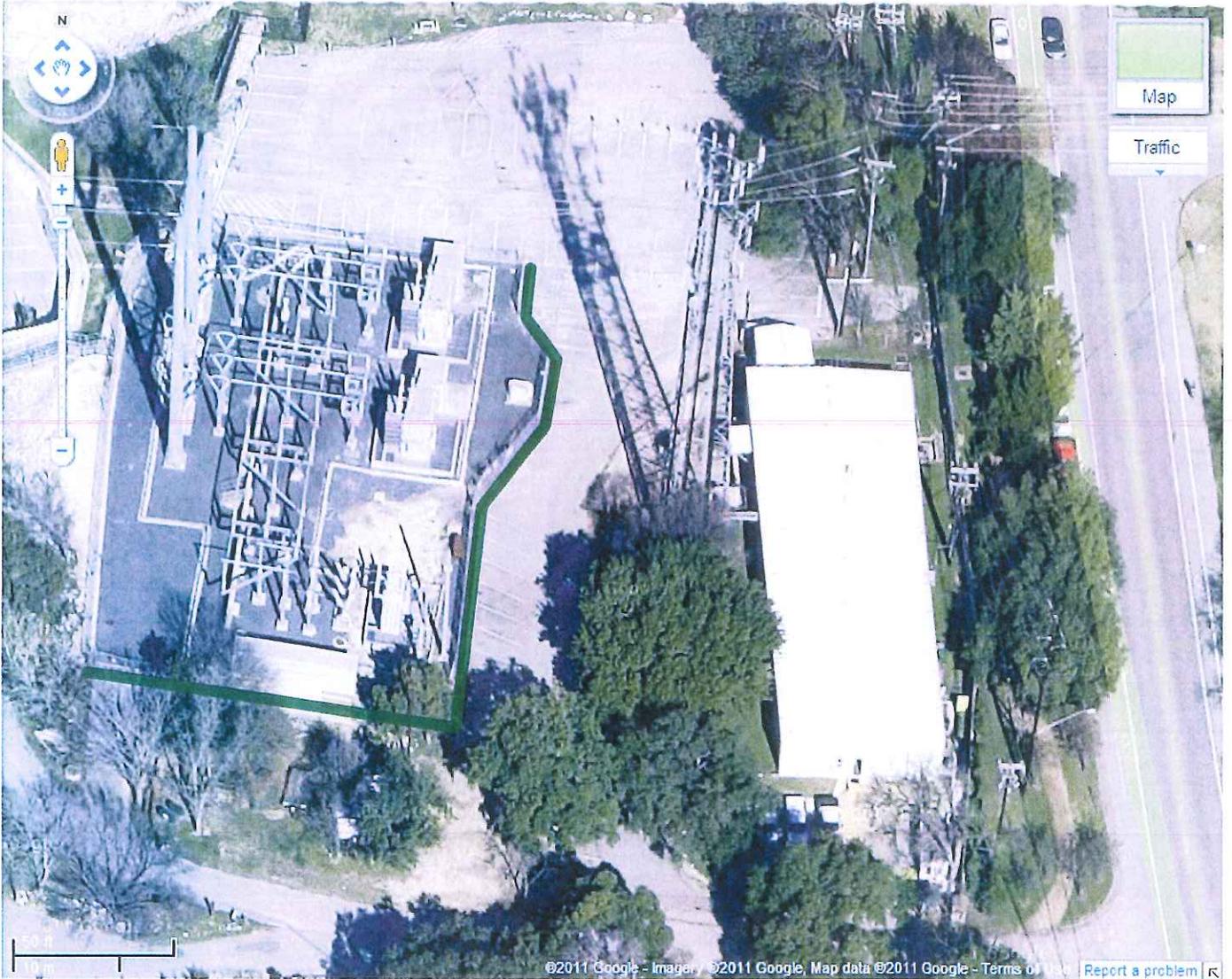
- Mode A**
- Mode B**
- Mode C (Weed Control)**

Attachment H

Angus Valley Sub



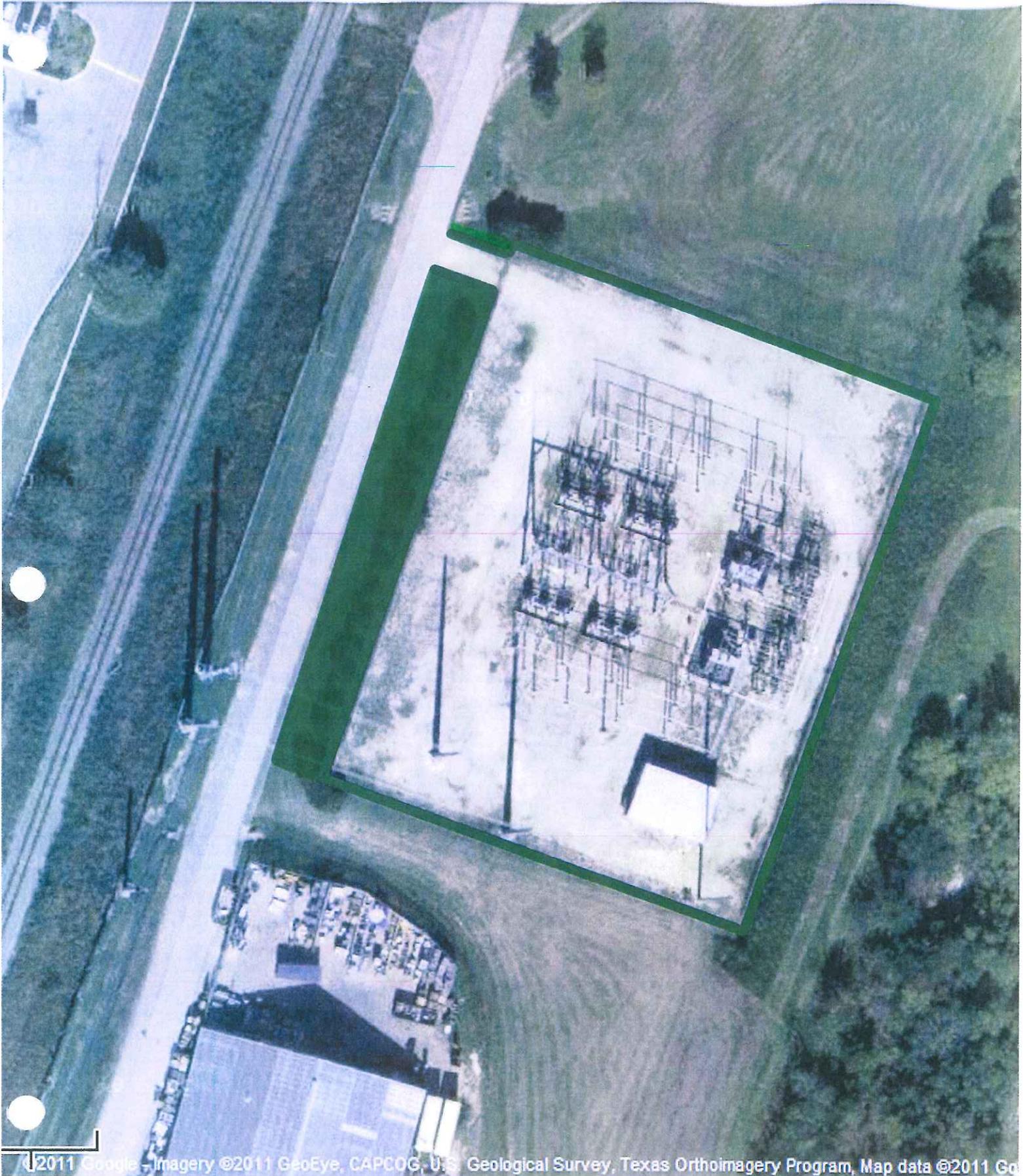
Austin Dam Sub



Austrop Sub



Balcones Sub



Barton Sub



Bee Creek Sub 3602 Red Bud Trail

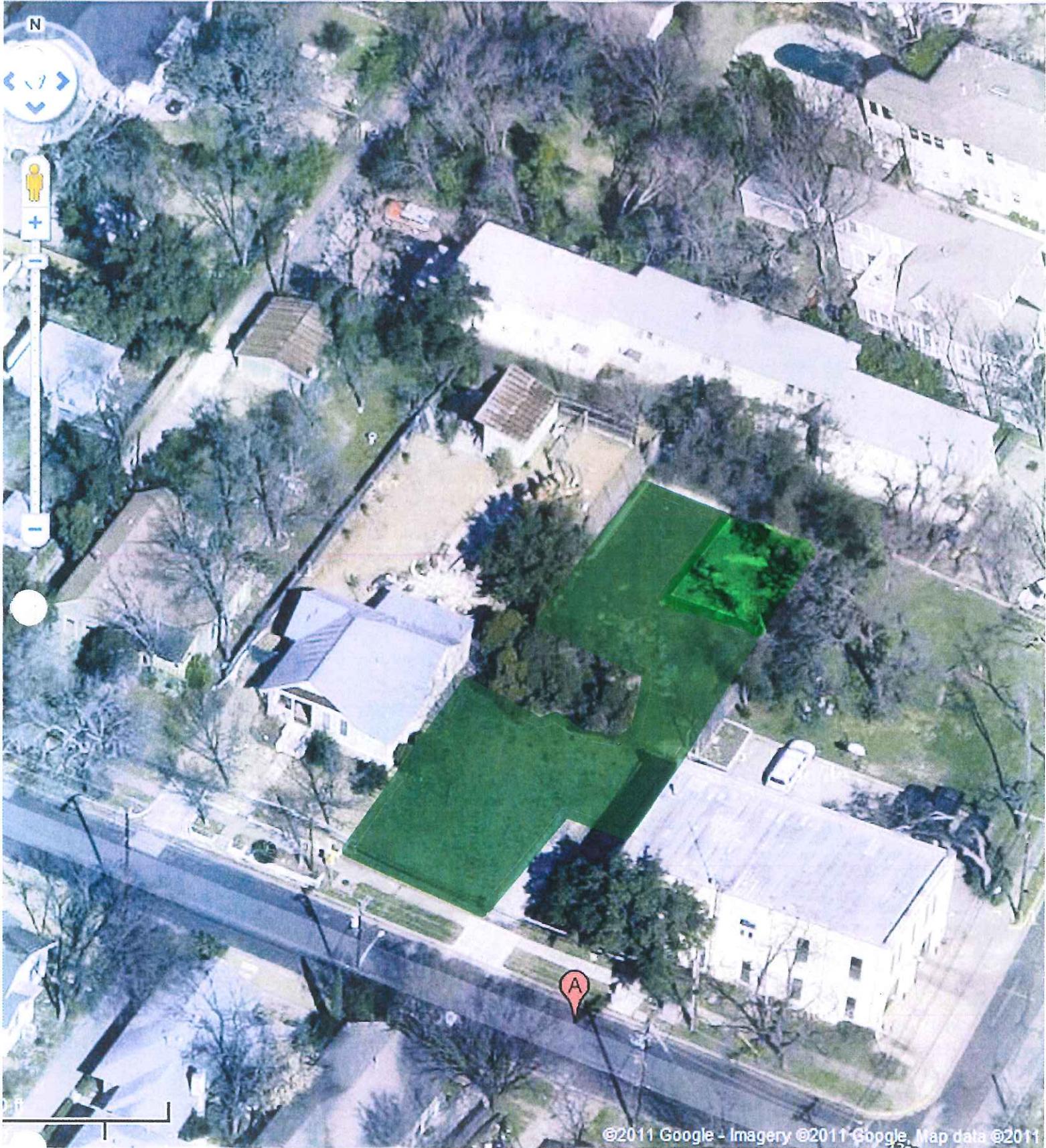


© AND © 2010 NAVTEQ
Pictometry Bird's Eye © 2011

Bergstrom Sub



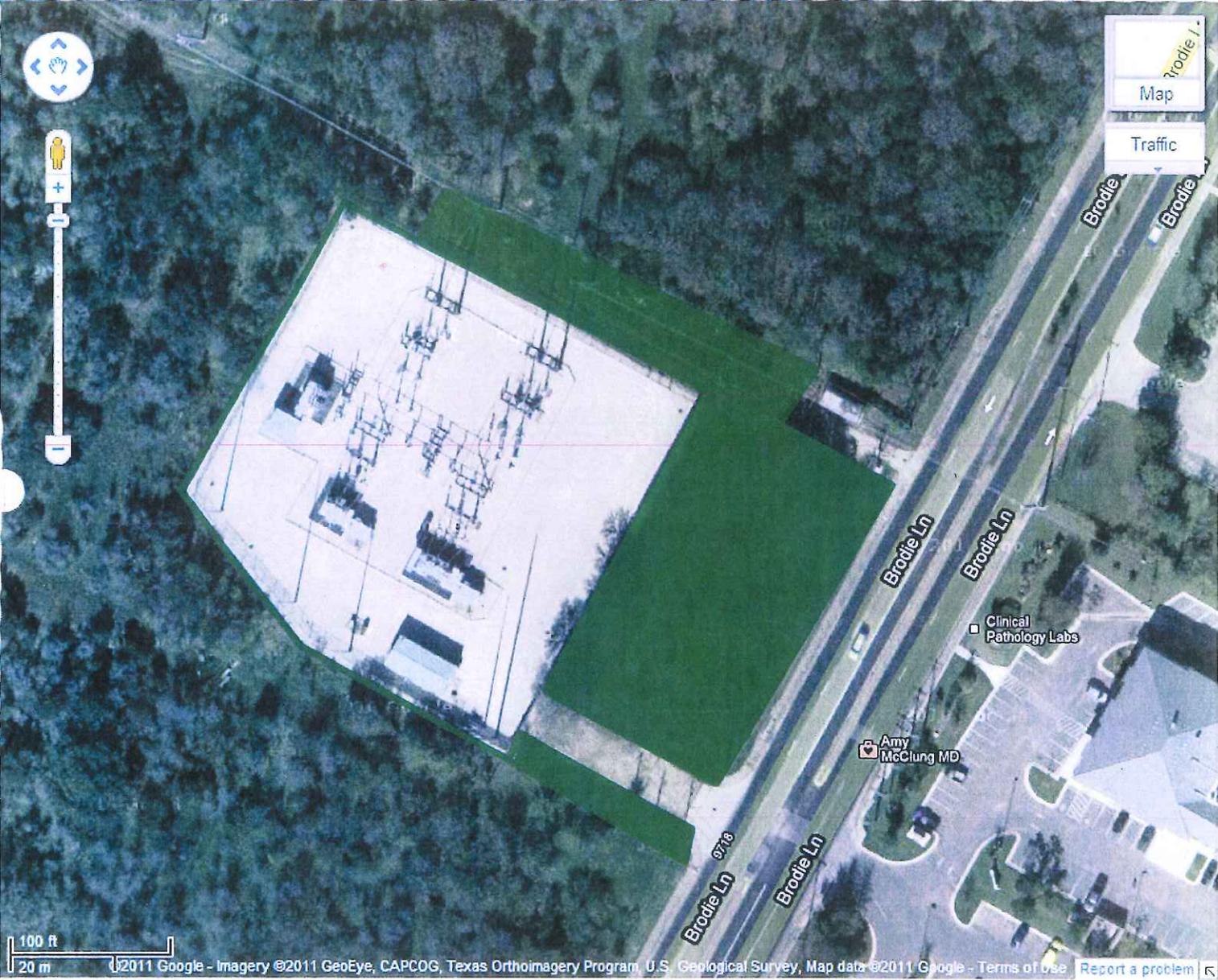
Blanco , 1202 W 10th (Vacant Lot)



Brackenridge Sub



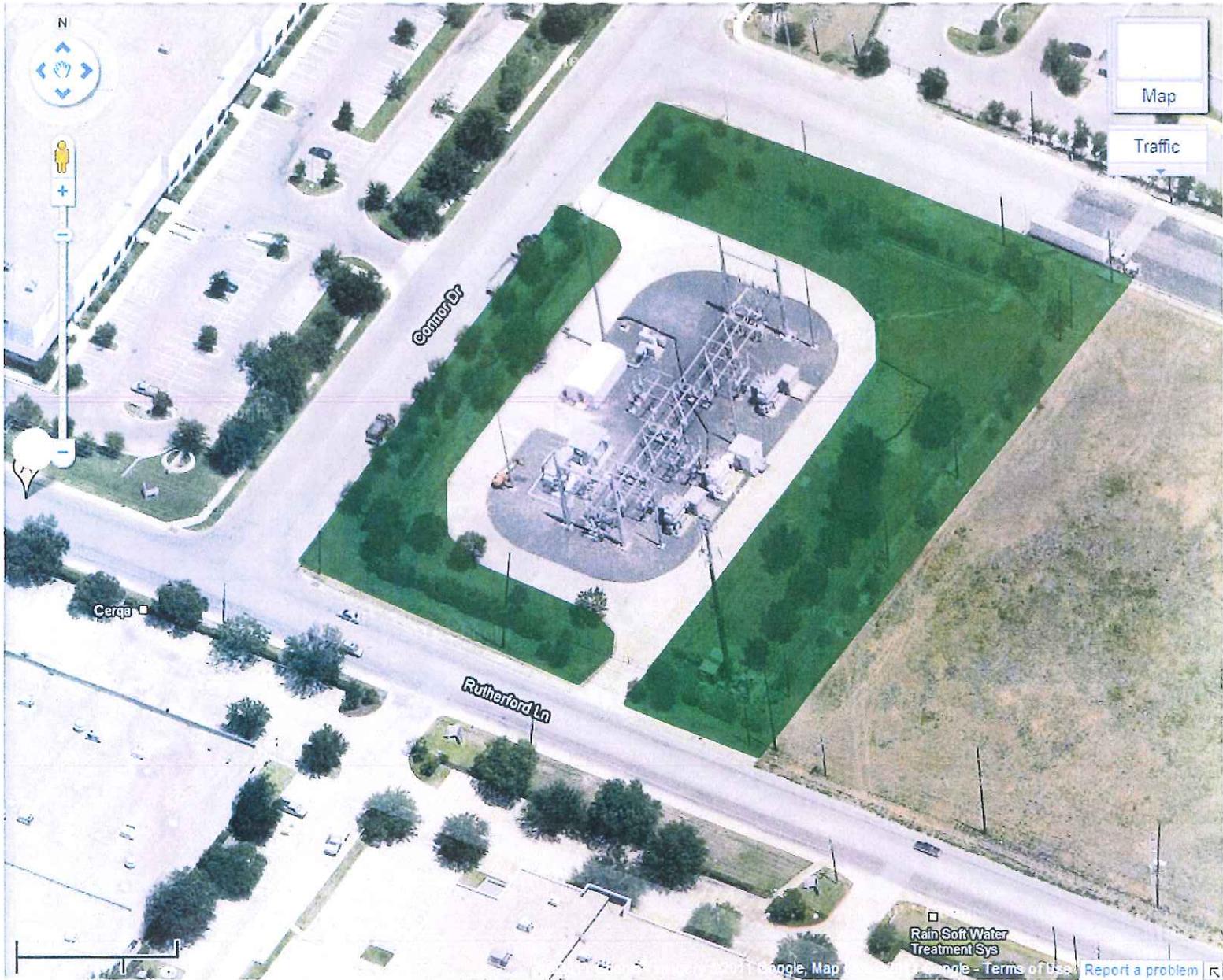
Brodie Lane Sub



Burleson Sub



Cameron Sub



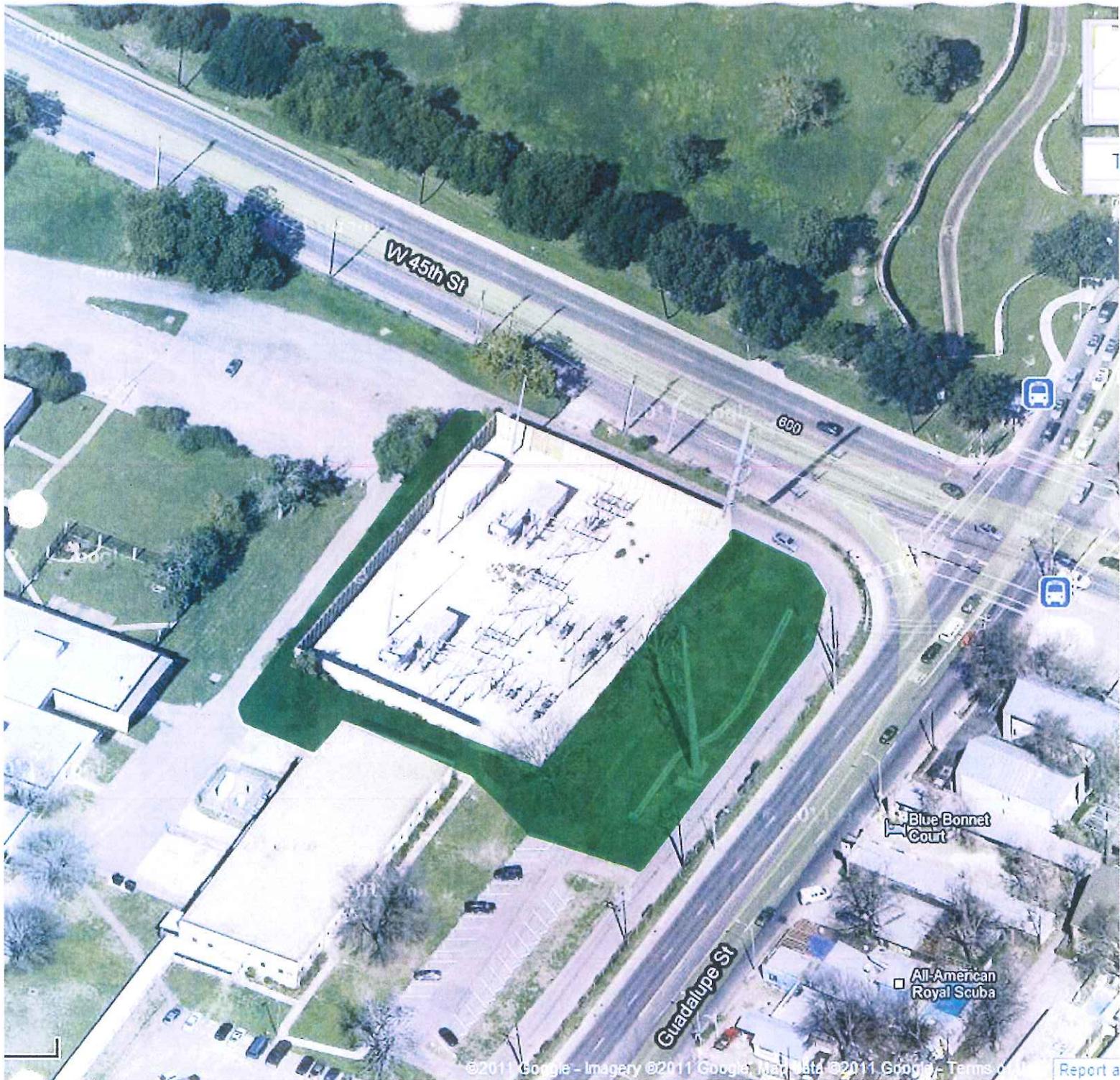
Cardinal Lane Sub



Carson Creek Sub



Central Austin Sub



Clark, 1200 Webberville Rd.(Storage)



Commons Ford Sub



Decker Steel Yard



Fiesta Sub



Fiskville Sub



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Pictometry Bird's Eye © 2010 Pictor

Garfield Sub

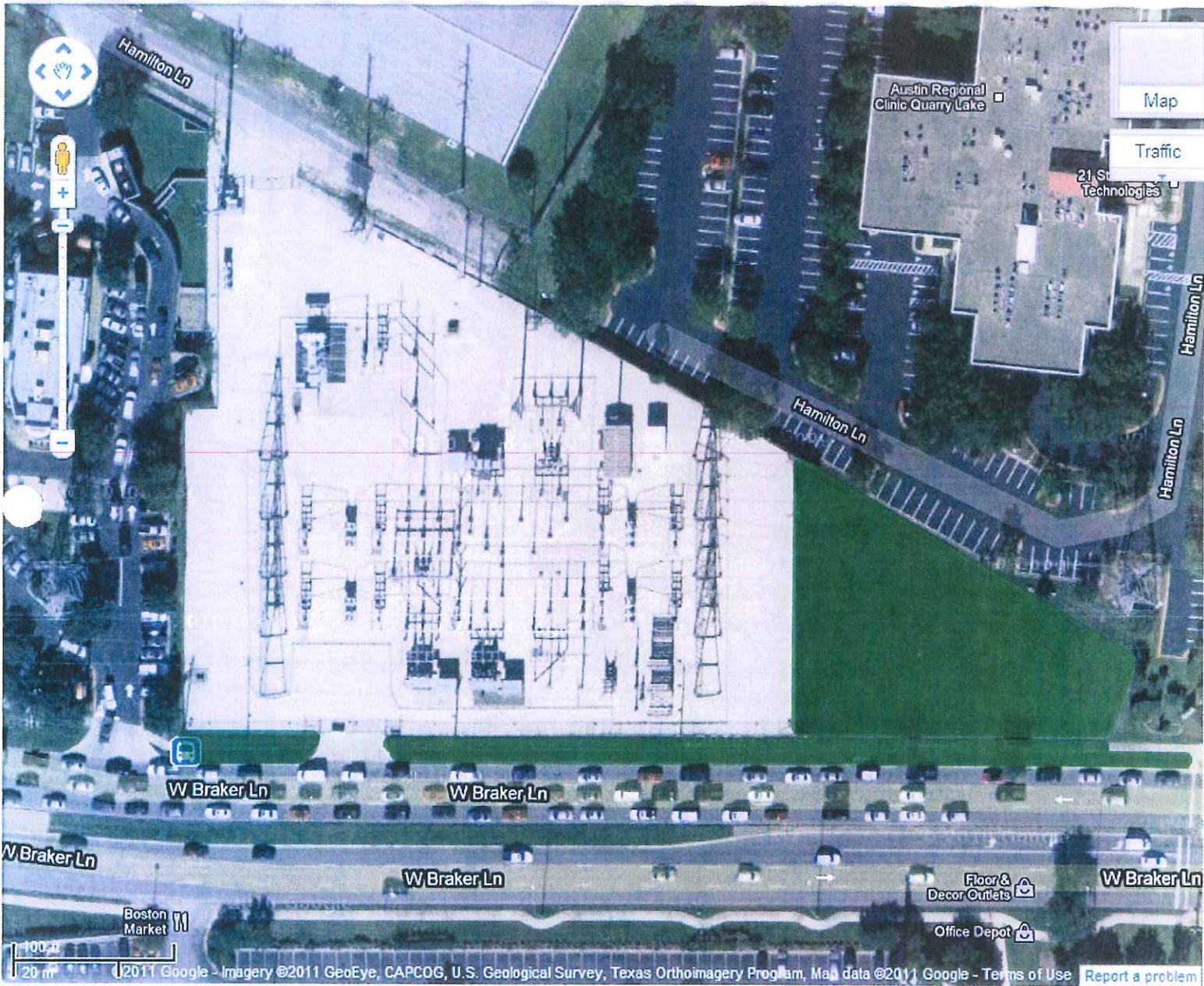
Garfield Vacant Lots - Elm Ridge



Grove Sub



Hamilton Sub



2219 Haskell St. – Vacant Lot



2219 Haskell St. – Vacant Lot

Haskell St

Riverview St

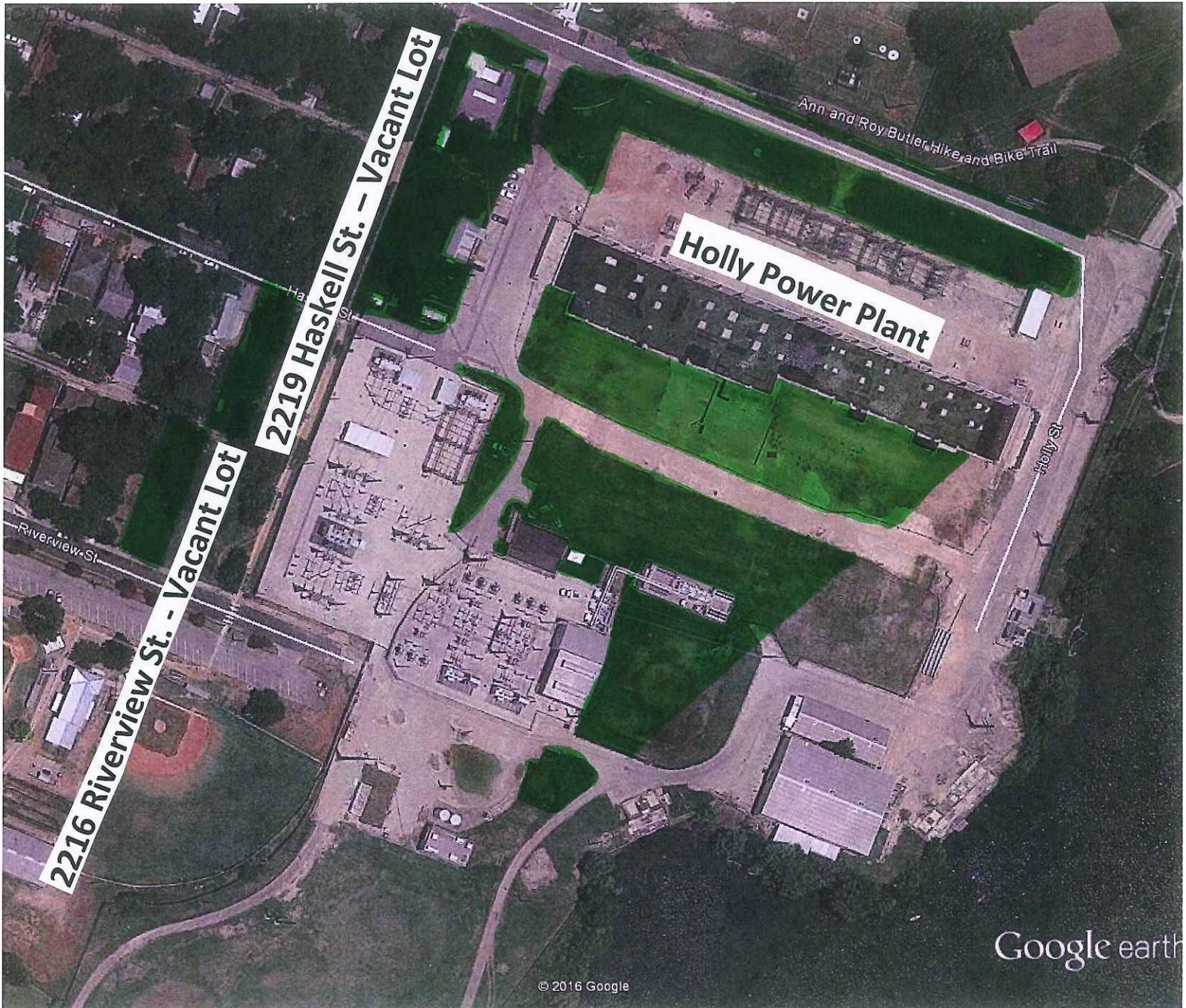
© 2016 Google

Google earth

Holly Power Plant

2219 Haskell St. – Vacant Lot

2216 Riverview St. - Vacant Lot

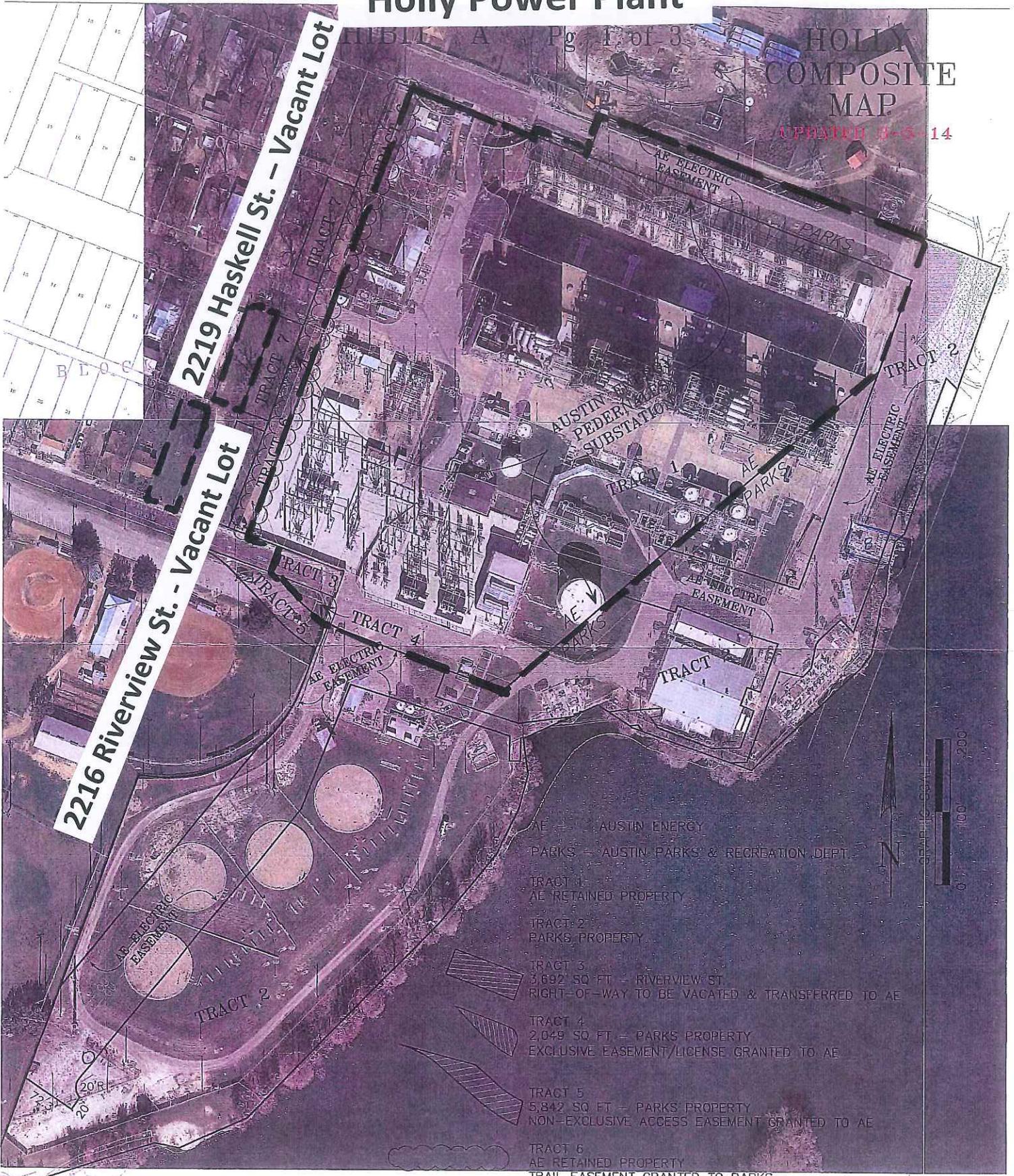


Holly Power Plant

FIGURE A Pg 1 of 3

HOLLY
COMPOSITE
MAP

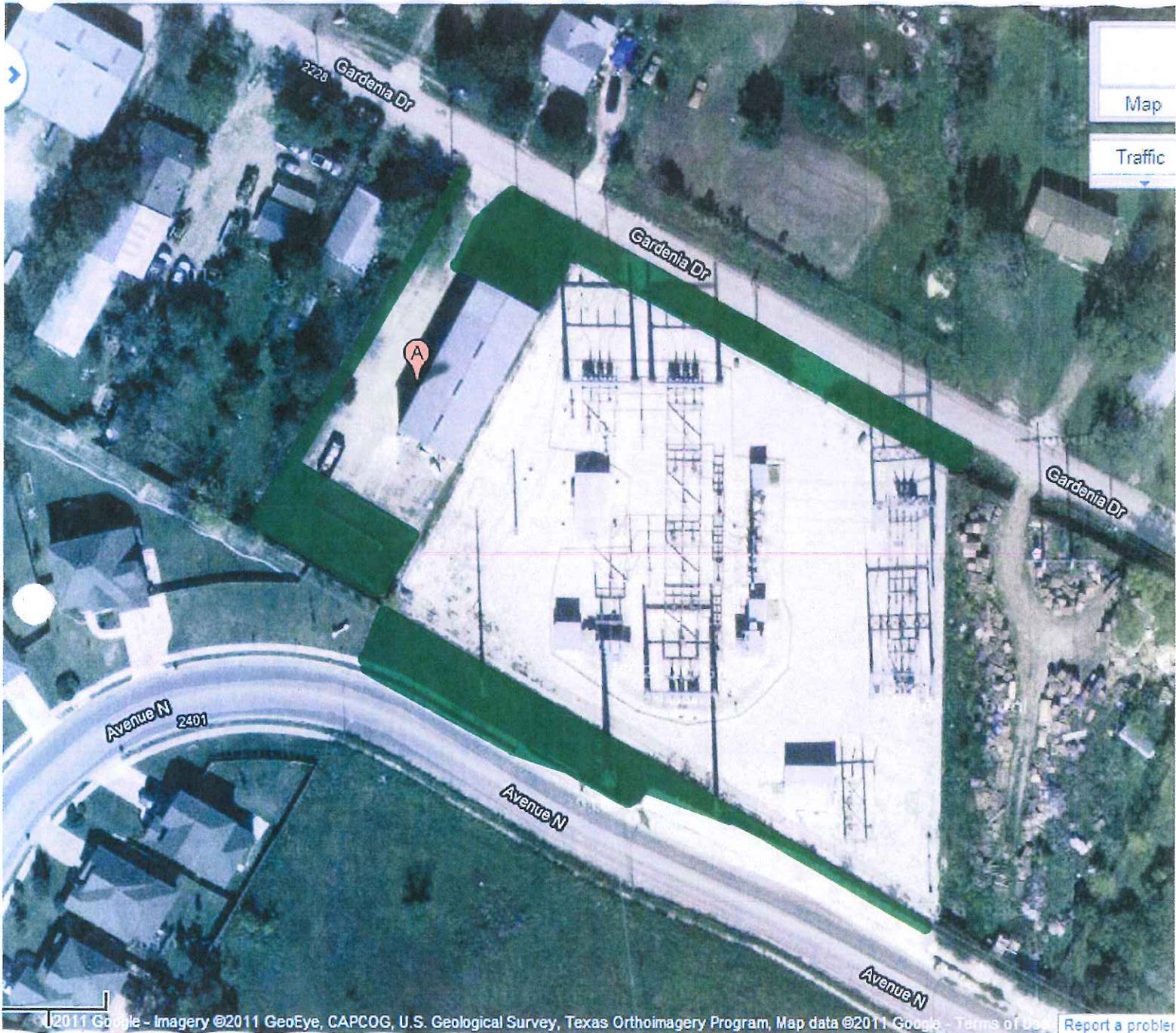
UPDATED 3-3-14



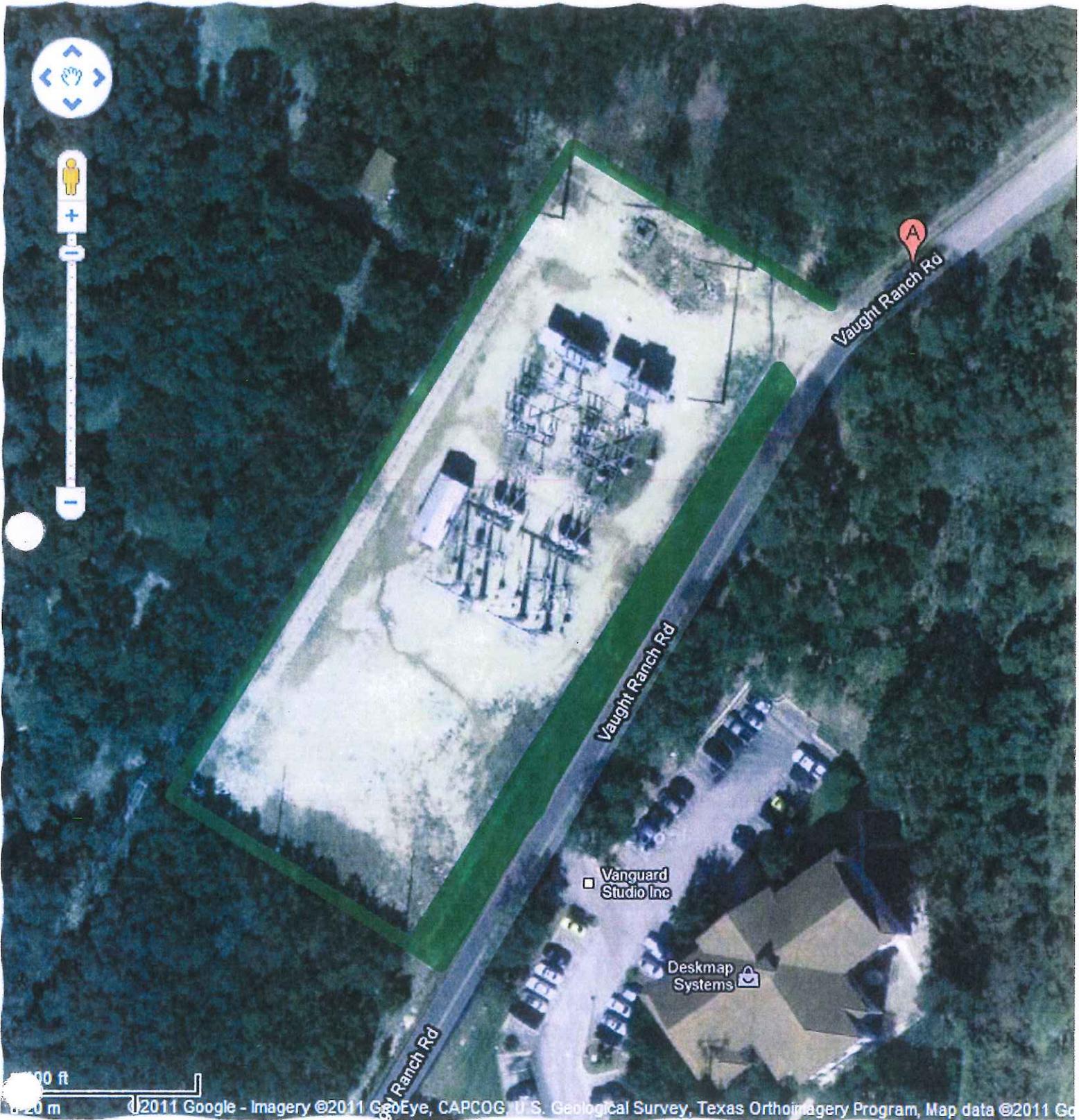
**AE PROPERTY LINES - FUTURE
HOLLY P.P. FOOTPRINT & VACANT LOTS**

- AE - AUSTIN ENERGY
- PARKS - AUSTIN PARKS & RECREATION DEPT.
- TRACT 1 - AE RETAINED PROPERTY
- TRACT 2 - PARKS PROPERTY
- TRACT 3 - 3,692 SQ FT - RIVERVIEW ST. RIGHT-OF-WAY TO BE VACATED & TRANSFERRED TO AE
- TRACT 4 - 2,049 SQ FT - PARKS PROPERTY EXCLUSIVE EASEMENT/LICENSE GRANTED TO AE
- TRACT 5 - 5,842 SQ FT - PARKS PROPERTY NON-EXCLUSIVE ACCESS EASEMENT GRANTED TO AE
- TRACT 6 - AE RETAINED PROPERTY TRAIL EASEMENT GRANTED TO PARKS
- TRACT 7 - AE PROPERTY TO BE TRANSFERRED TO PARKS
- AE EASEMENTS
- TRACT #8 - TO BE RETAINED BY AE

Howard Lane Sub Howard Lane Storage Yard



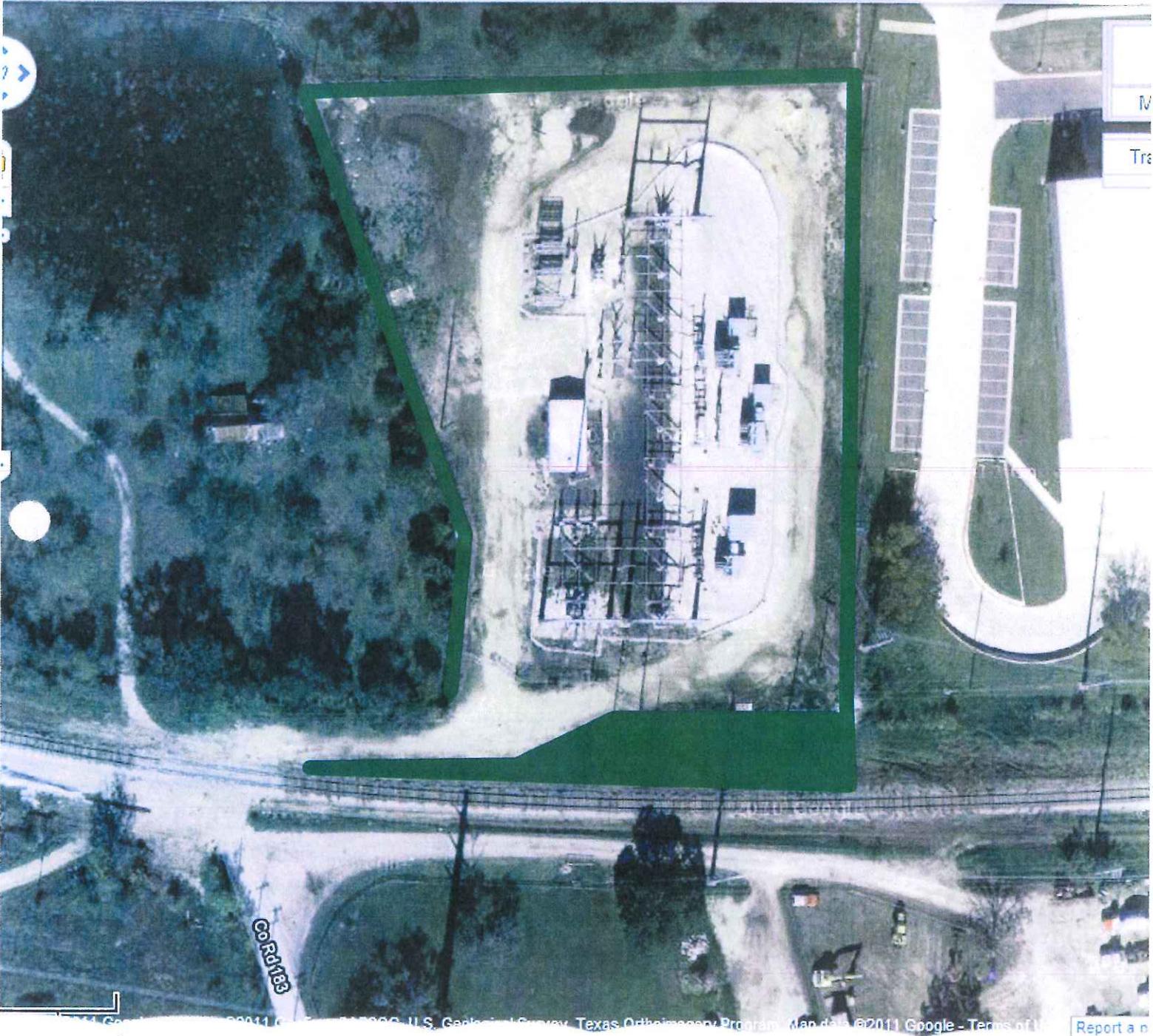
Jett Sub



100 ft

30 m

Jollyville Sub



Justin Lane Sub



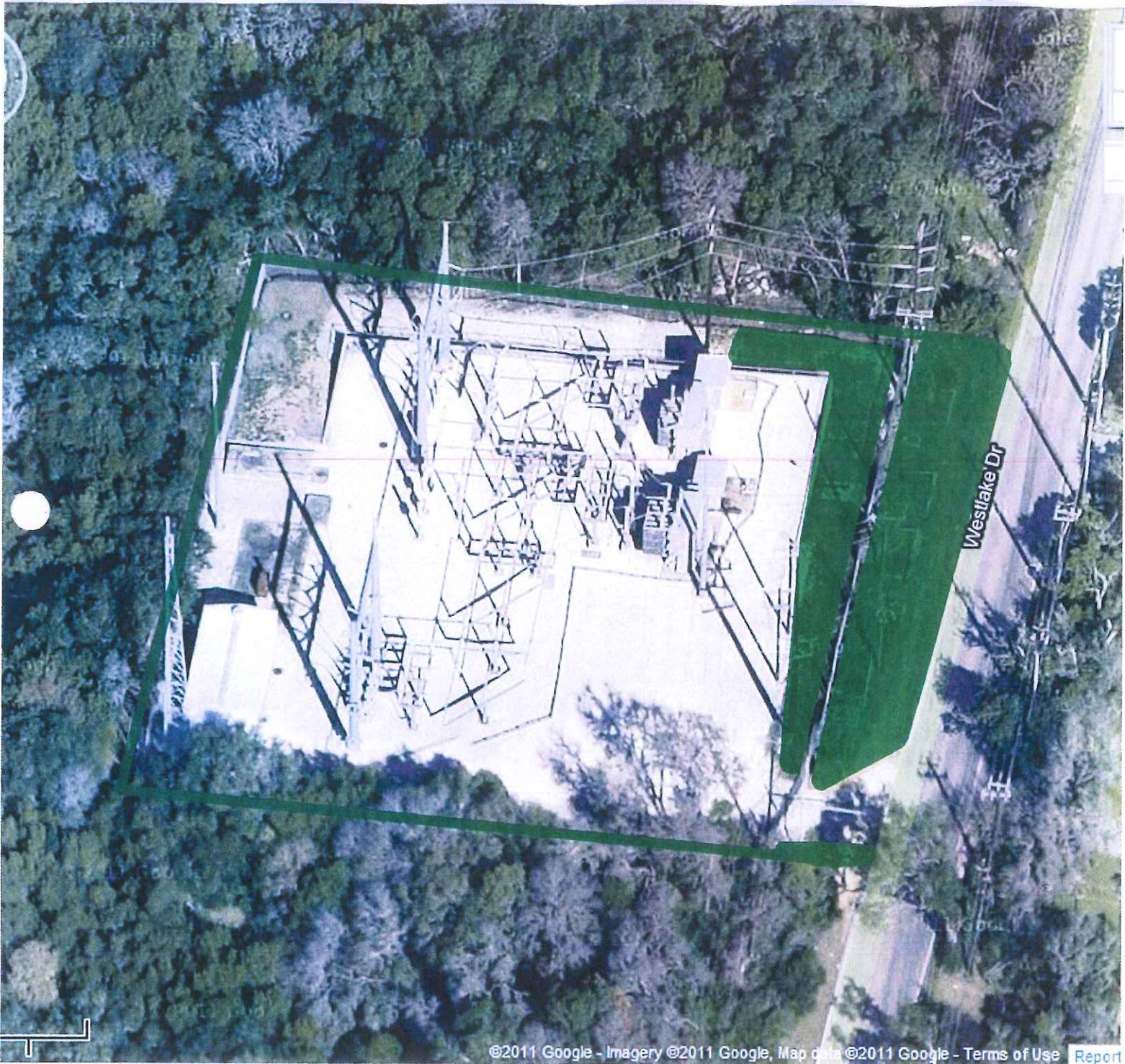
Kingsbery Sub



Koenig Lane Sub



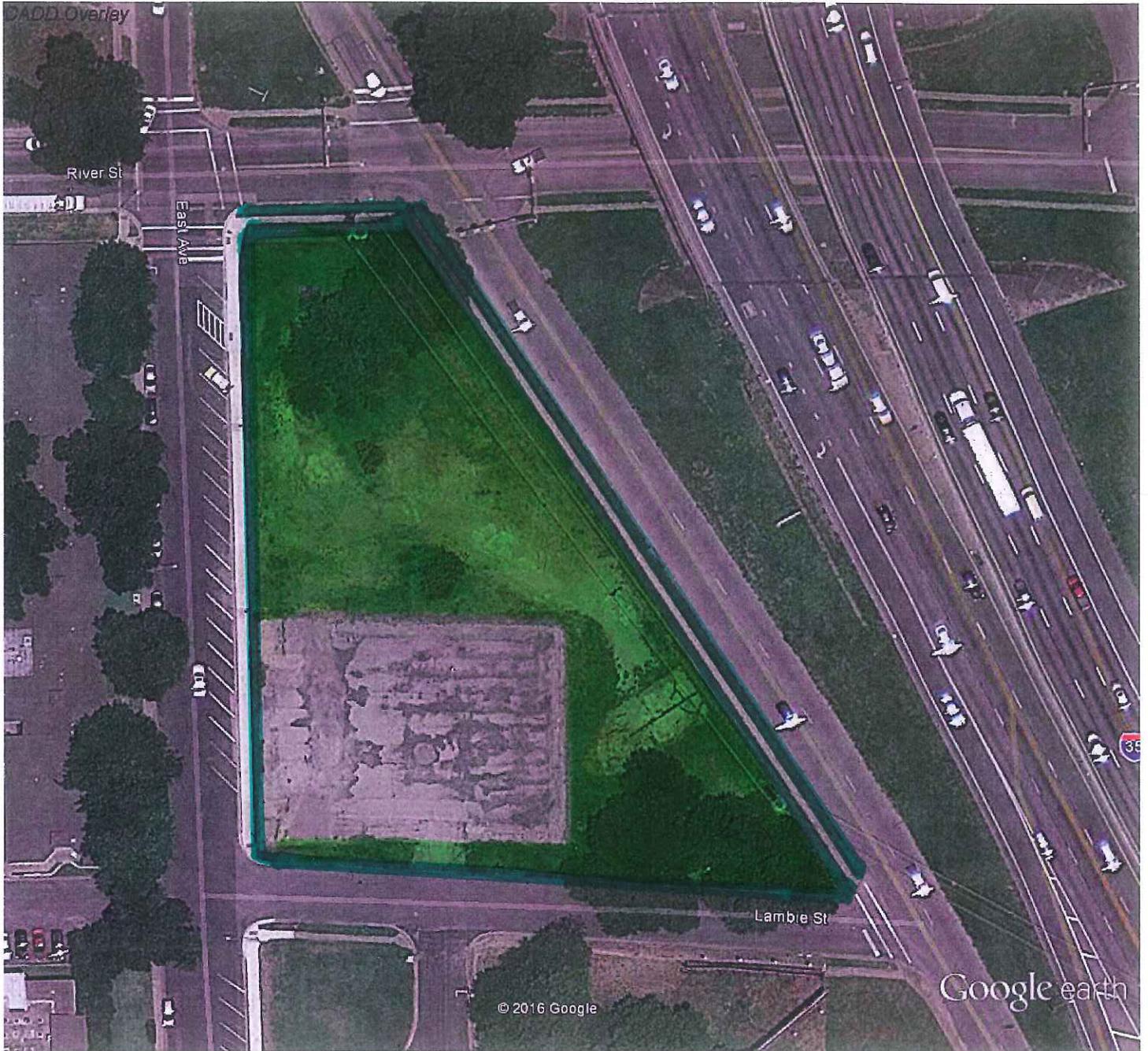
Lakeshore Sub



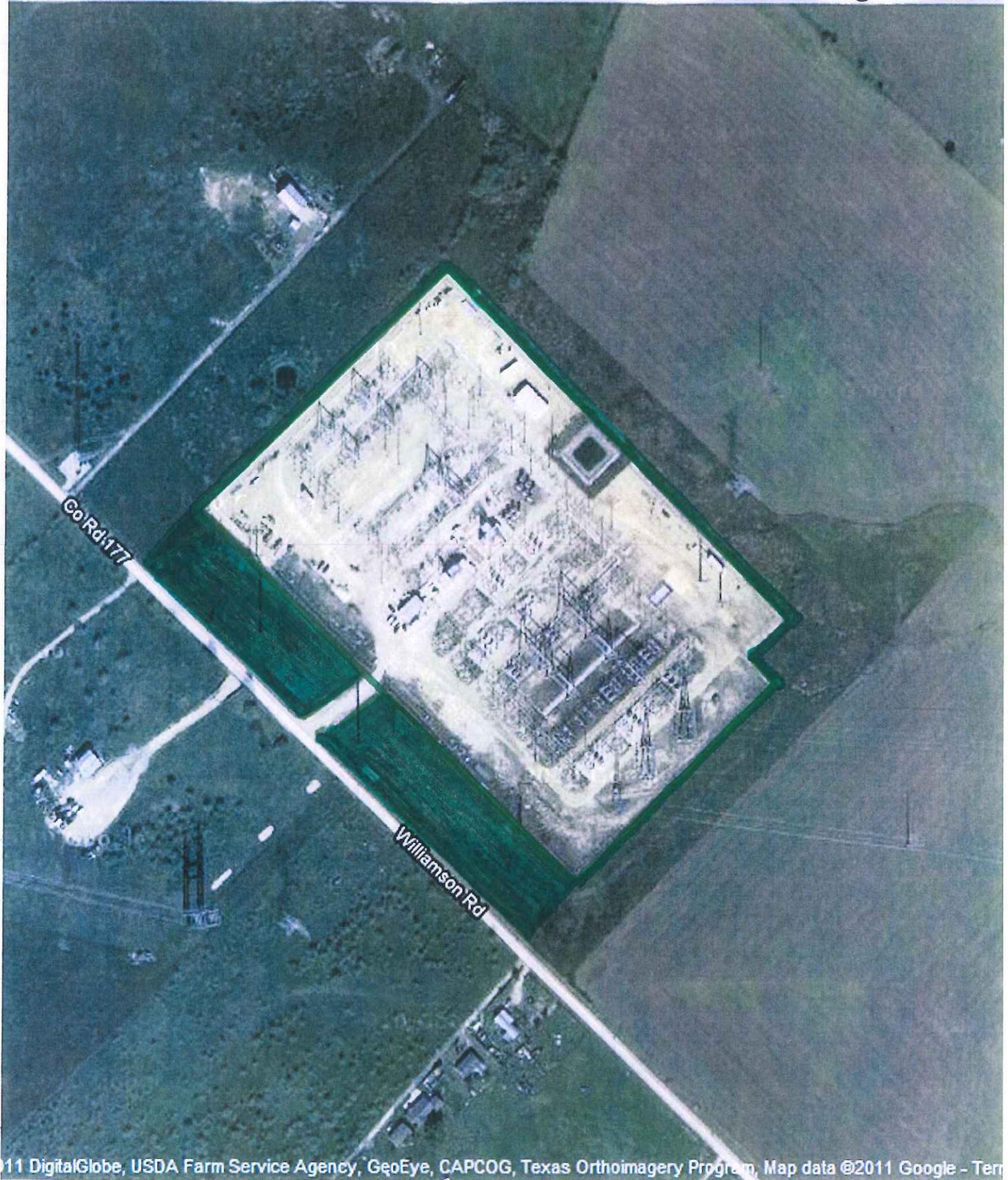
Lakeway Sub



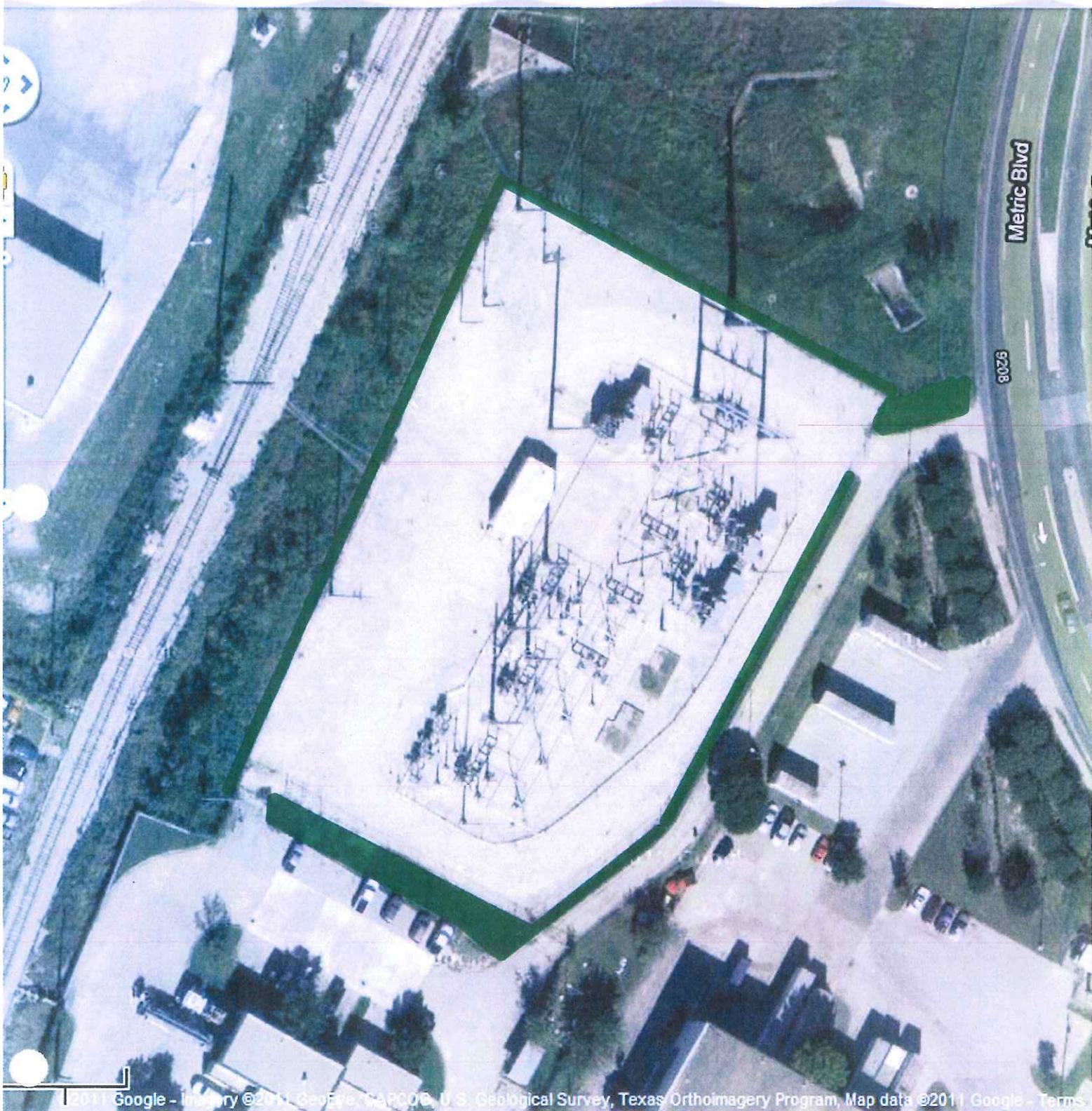
Lambie St. Vacant Lot – Entire Block



Lytton Springs Sub- Caldwell County 177



Magnesium Plant Sub



Mayan Way, 1201 (Vacant Lot)



McNeil Sub

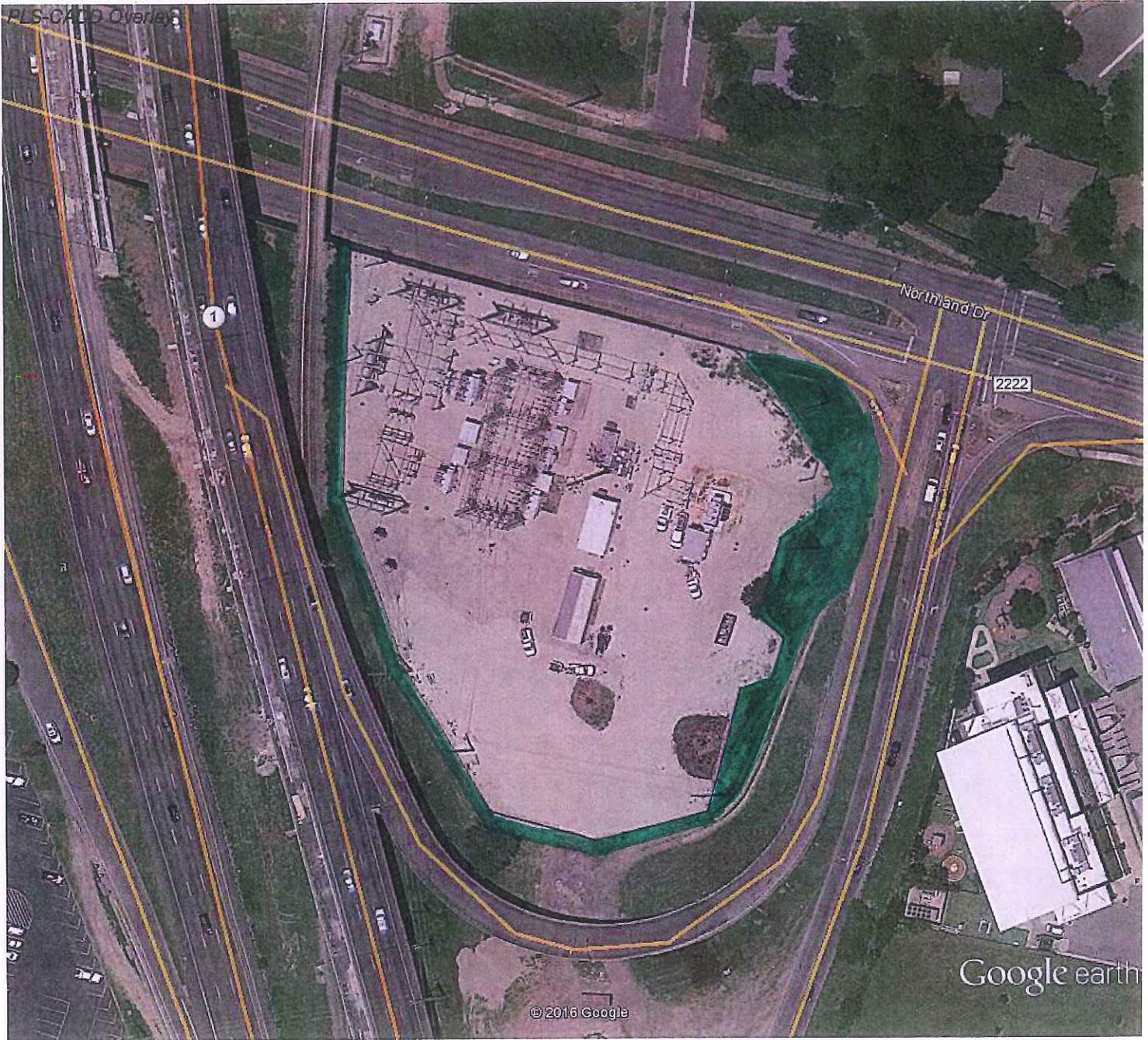


Mission Hill Lot – 2404 Mission Hill Dr.

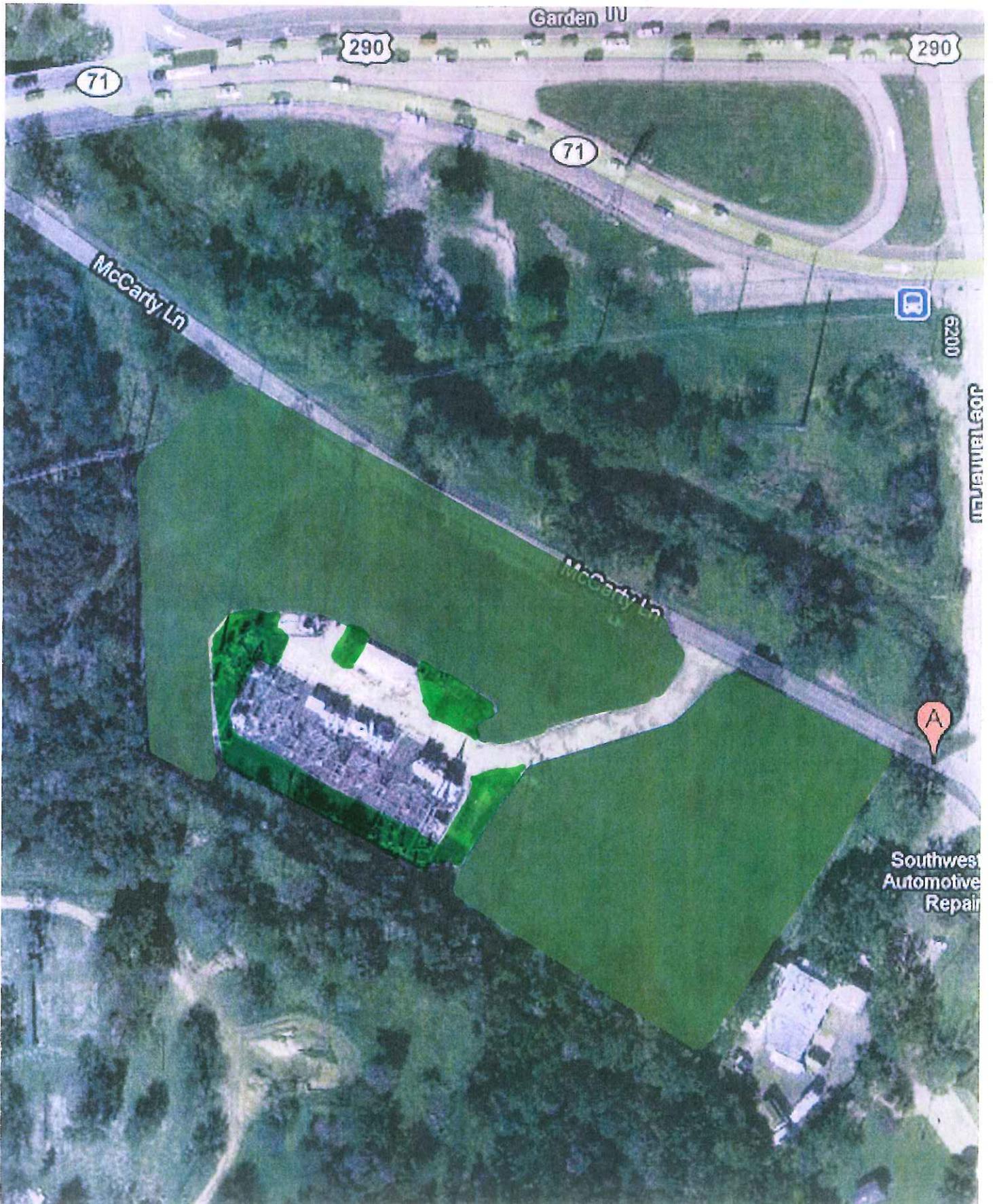
Ventura Dr. Lot – 2407 Ventura Dr.



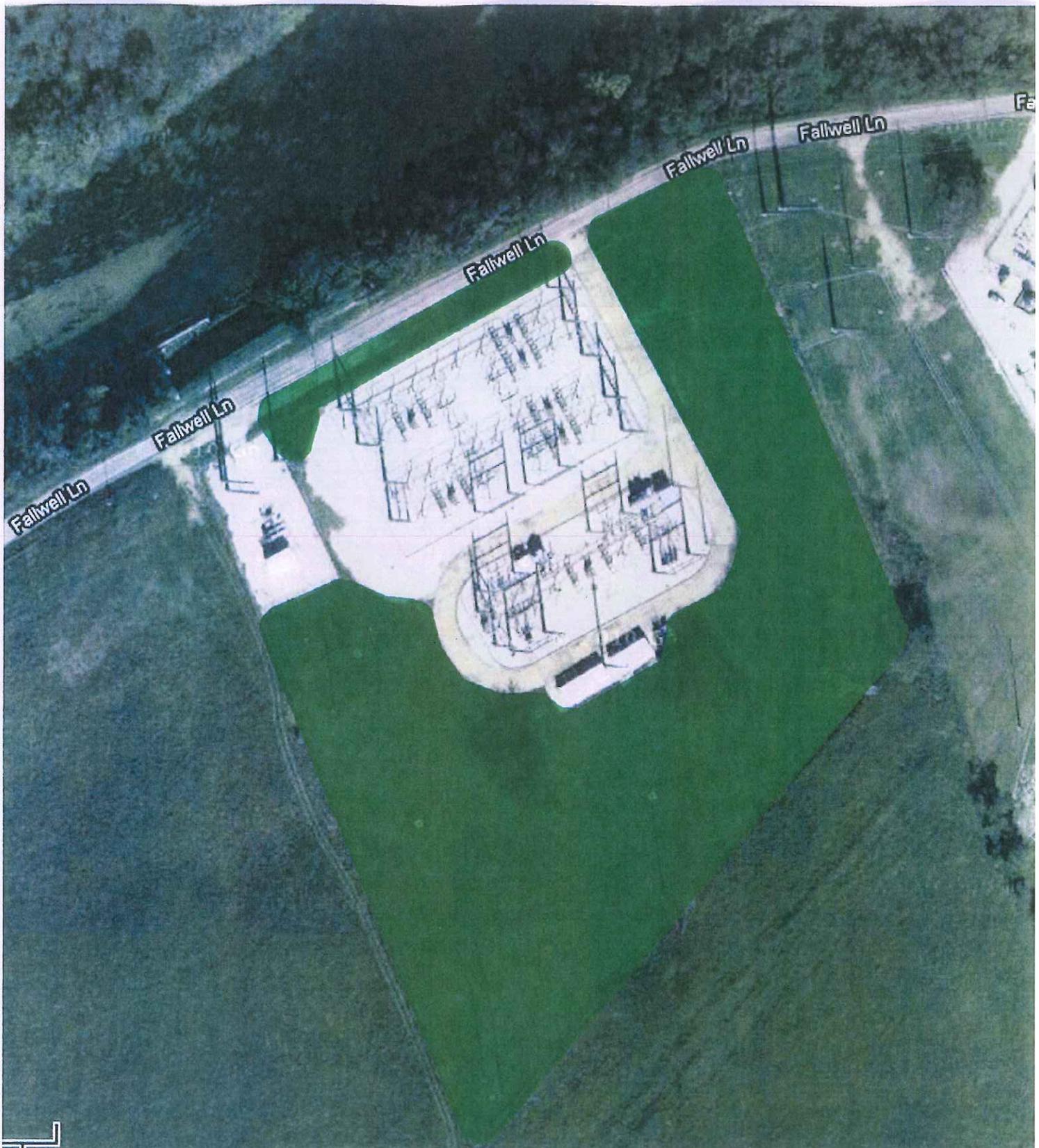
Northland Sub



Oak Hill Sub



Onion Creek Sub



Patton Lane Sub



Pilot Knob sub



heran hurch

©2011 Google - Imagery ©2011 Google, Map data ©2011 Google - Terms of U

Pilot Knob Tract - Vacant Lot



Google earth

feet 800
meters 200



Pyegrave Lots

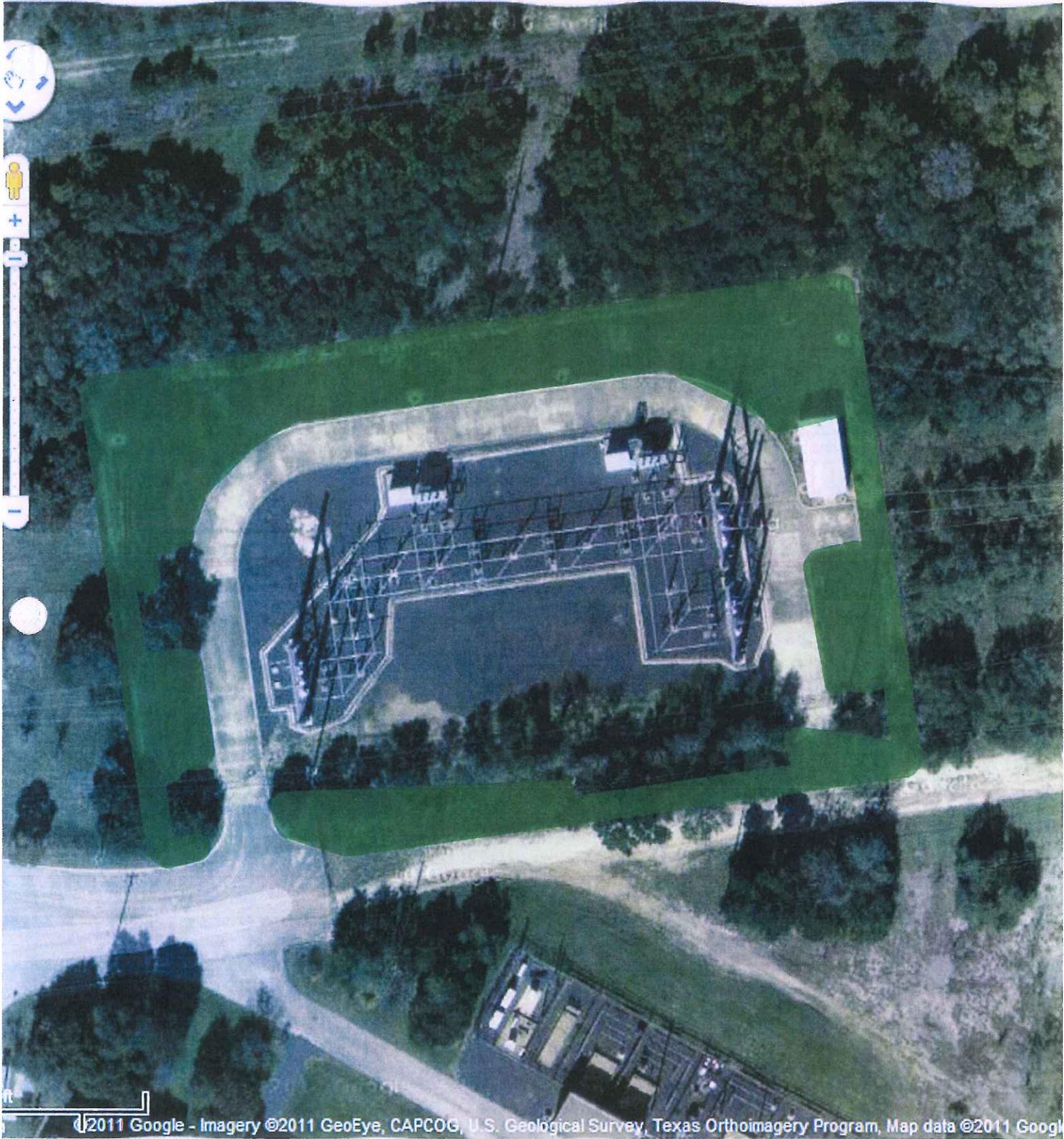
Pyegrave, 1005 & 1007



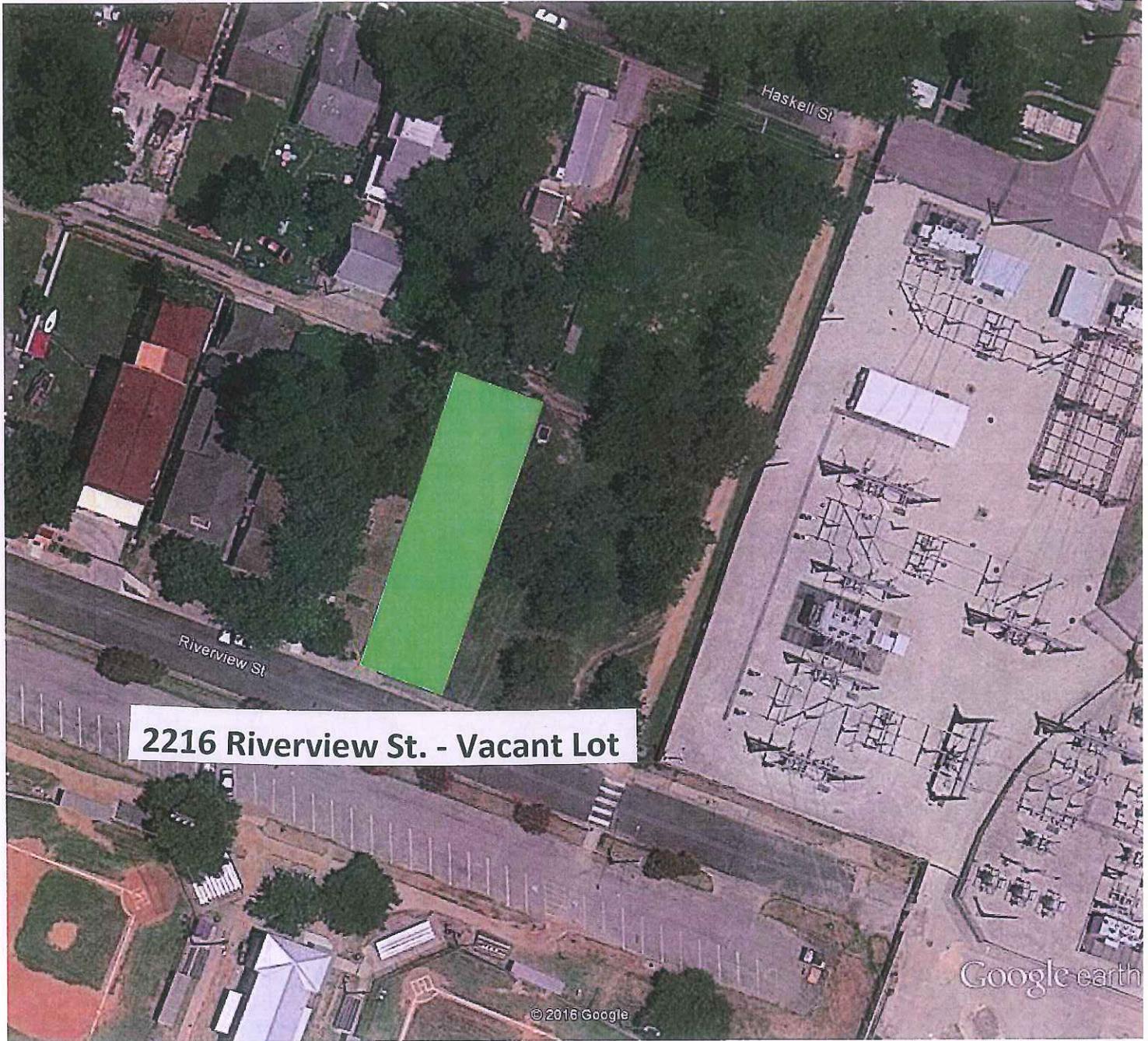
1116 Peggotty Place



Riverplace Sub



2216 Riverview St. - Vacant Lot

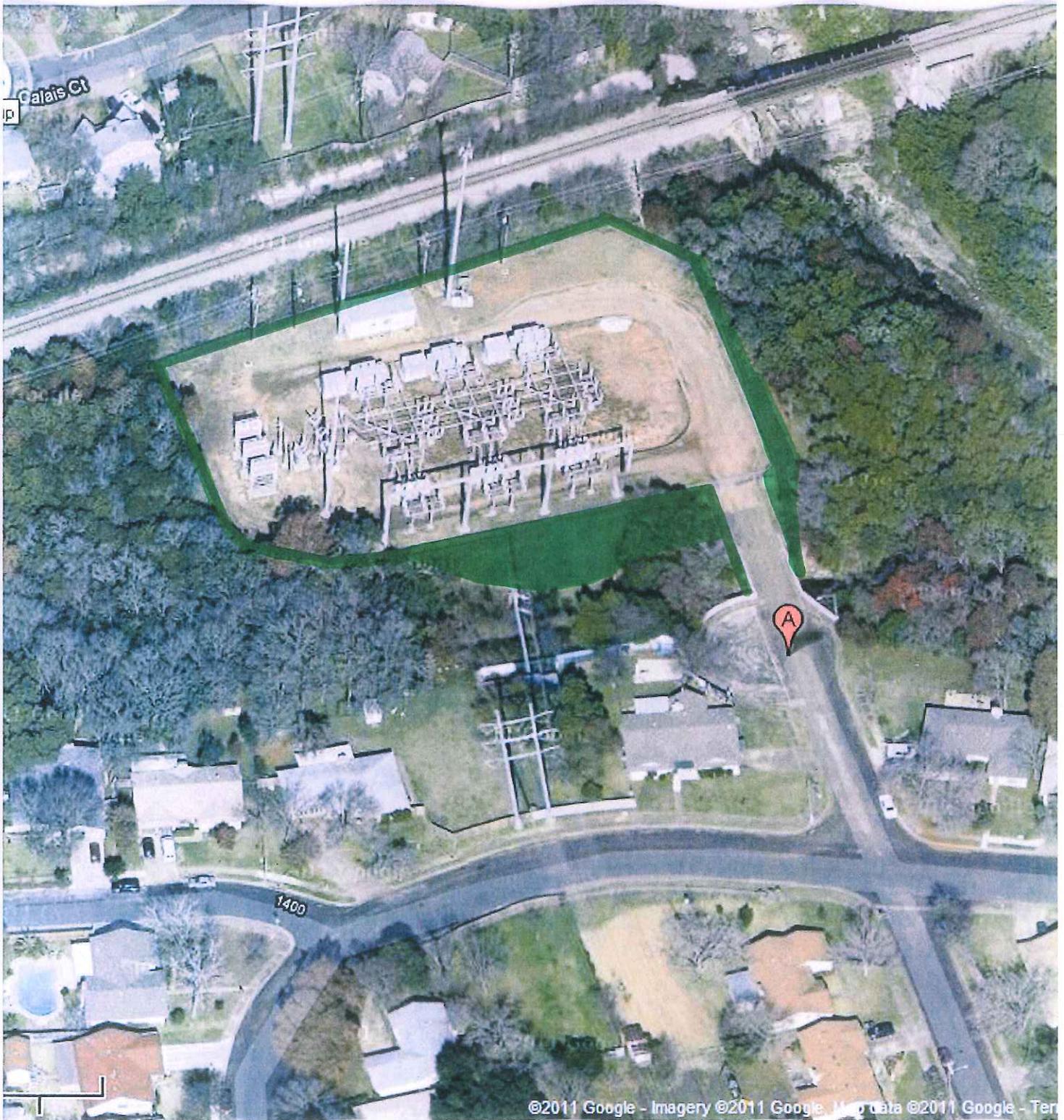


2216 Riverview St. - Vacant Lot

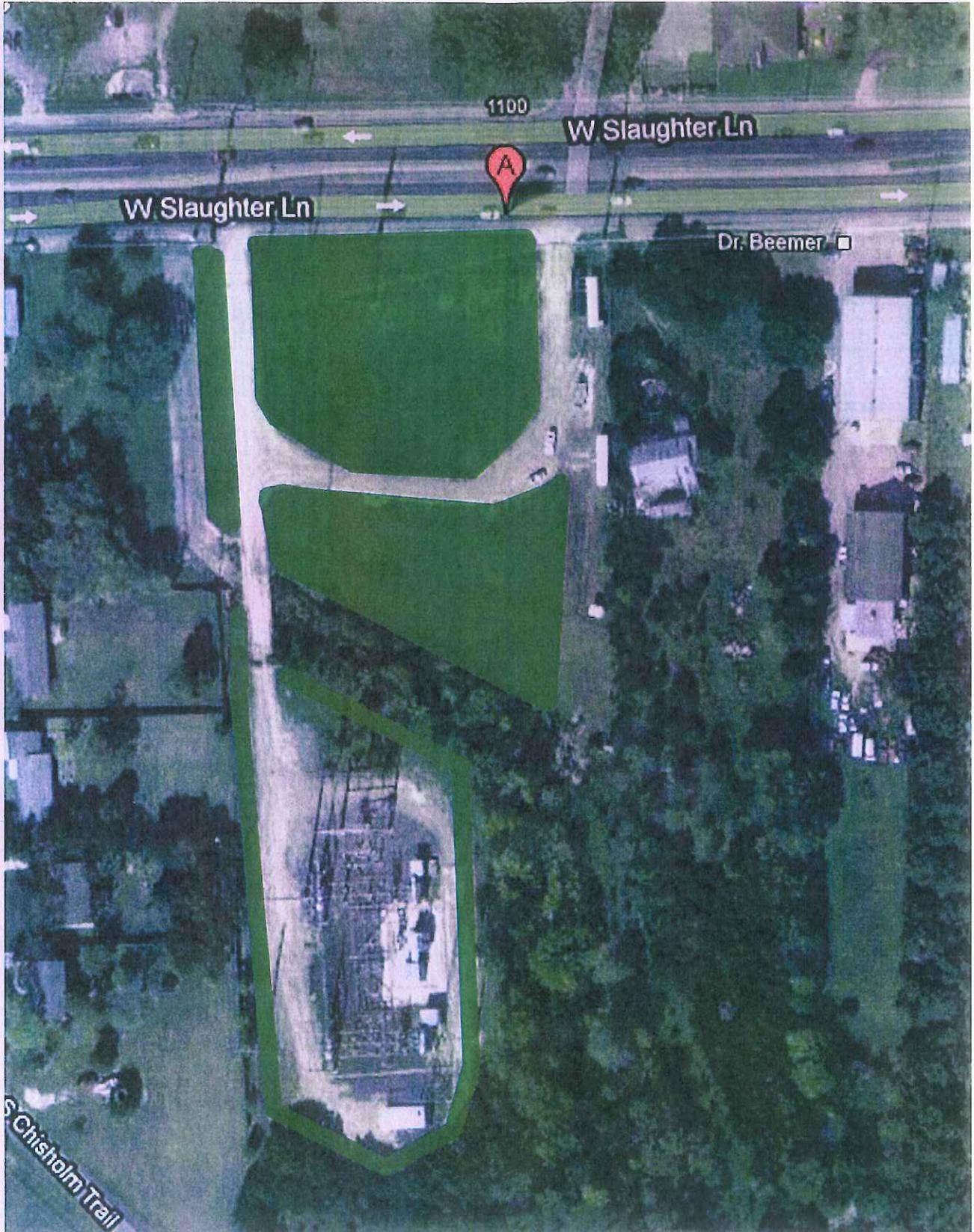
Google earth

© 2016 Google

Salem Walk Sub



Slaughter Lane Sub



Sprinkle Sub



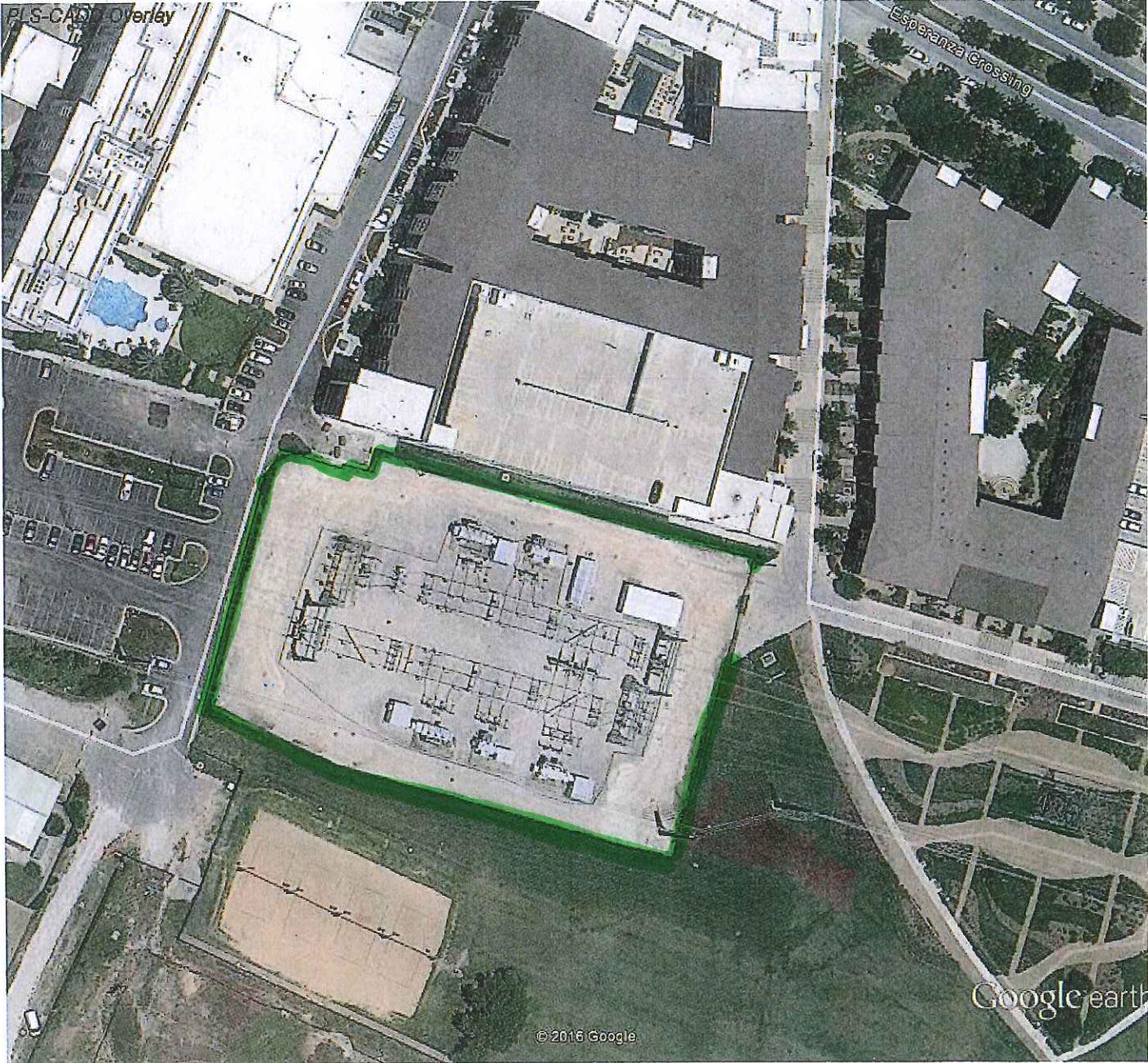
Steck Sub



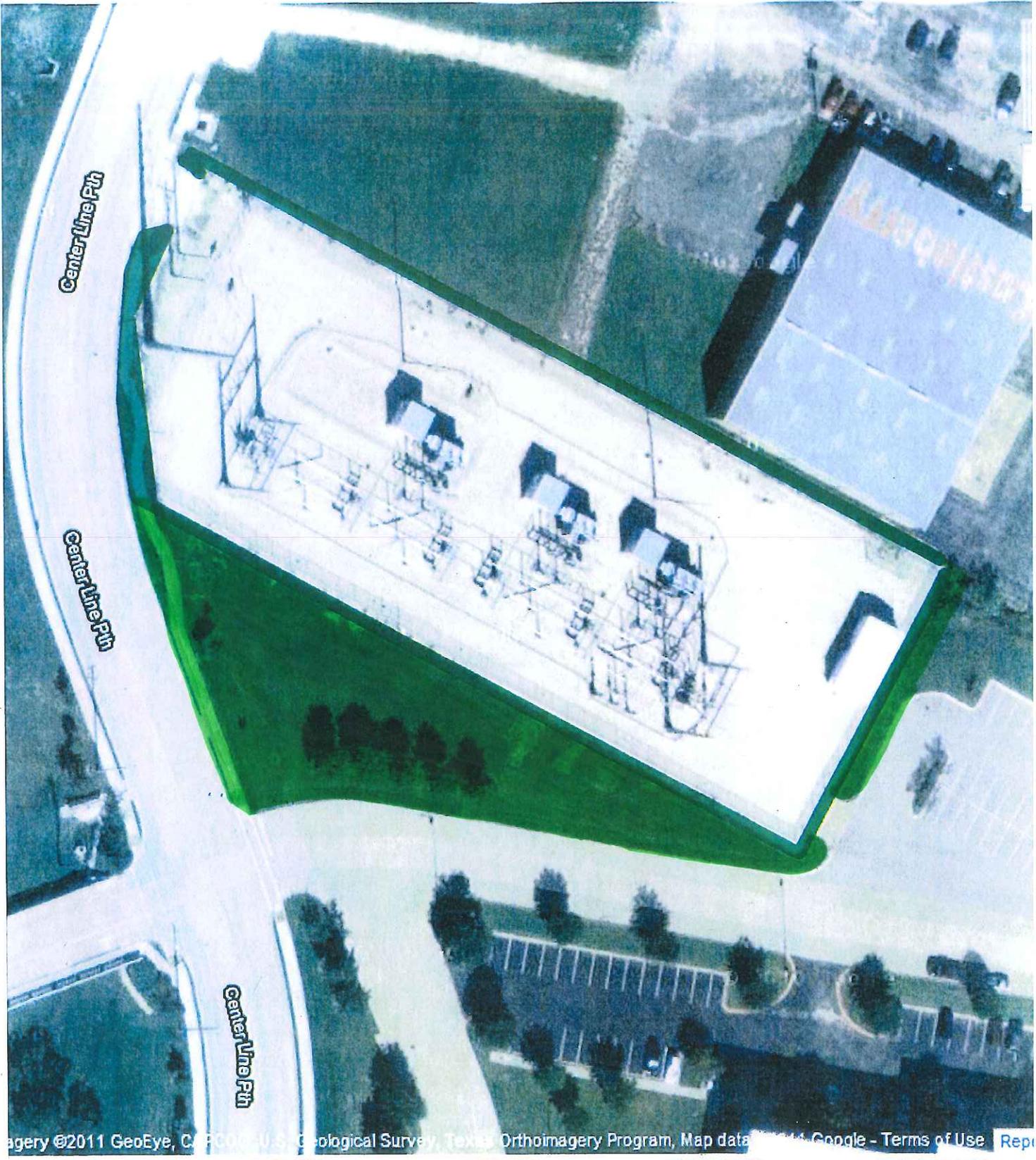
Stoney Ridge Sub



Summit Sub



Techridge Sub



Trading Post Sub



Ventura Dr. Lot – 2407 Ventura Dr.

Mission Hill Lot – 2404 Mission Hill



Walnut Creek Sub



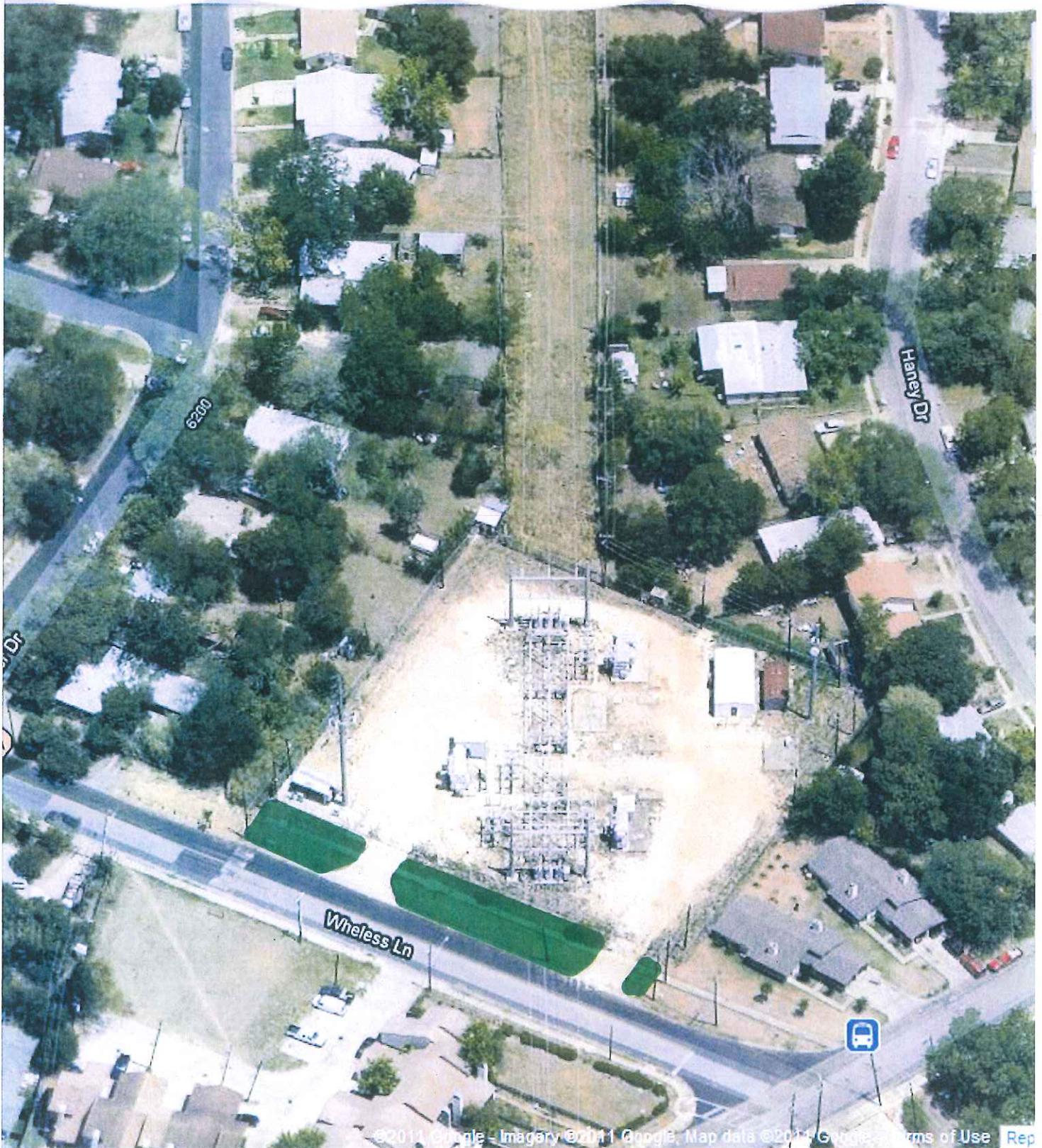
Warren Sub



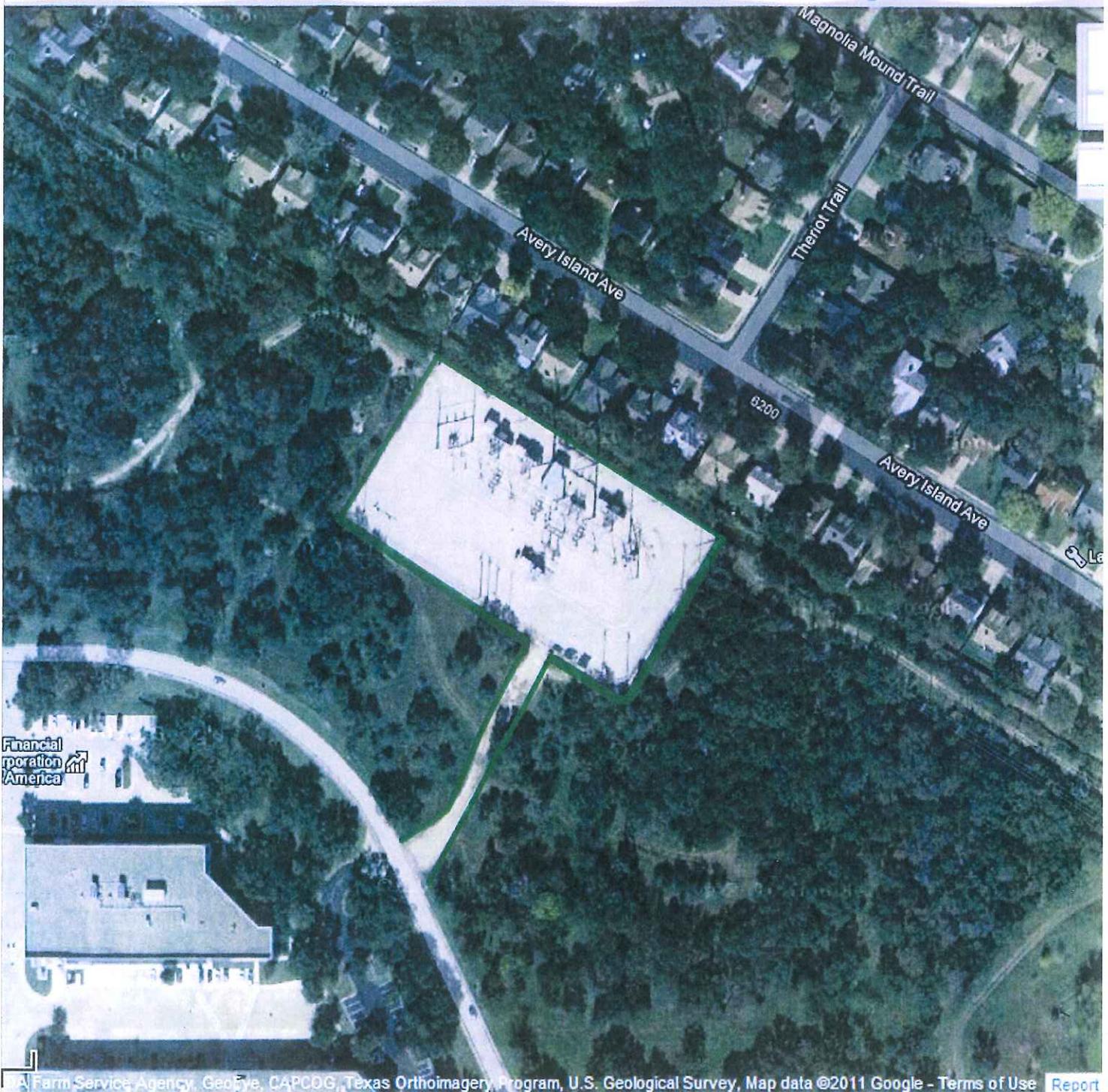
Westlake Cove, 2935 (Vacant Lot)



Wheless Lane Sub



Williamson Sub



Winsted Vacant Lot – 2501 Winsted Lane



Yager Lane Vacant Lot – 2405 E. Yager Lane



**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

BID NO: IFB LAG0026
RX NO. RQM 16061500519
DATE: AUGUST 25, 2016 AT 2 pm
BUYER: Gabriela Harthcock

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: The City reserves the right to make multiple awards based on Group A, B and C or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation.

A bid of '0'(zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitation may jeopardize acceptance of the bid and may result in disqualification of the bid. Failure to respond to each section of this bid sheet may result in disqualification of your bid. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Actual purchases may be more or less.

GROUP A: SAND HILL ENERGY CENTER

Grounds Maintenance Services

This item shall consist of mowing, edging/trimming, debris pickup, cleanup and disposal, maintaining flower beds, trees, shrubs, wildflower areas and irrigation inspection as required in Section 0500 at each worksite.

Section 1: Sand Hill Energy Center (SHEC)

Bid Item #	Zone	Item Description	Mode	Qty	Unit	Unit Price	Extended Price
1.01	Zone 1	Grassy areas / 24 acres	A	16	Per Service		
1.02	Zone 2	Fence line and structures / 5 acres	B	16	Per Service		
1.03	Zone 3	Outfall structure	C	12	Per Service		
1.04	Zone 4	River Walk Intake structure / 5 acres	C	12	Per Service		
<i>*See Section 0500, Attachment A for zone and mode definition.</i>						Subtotal 1:	\$

GROUP A - ADDITIONAL SERVICES

Section 2: Man-Hour Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
2.01	Licensed Irrigator - Irrigation Repair Service	100	Hour		
2.02	Labor, Working Foreman	100	Hour		
2.03	Labor, Common	200	Hour		
				Subtotal 2:	\$

Section 3: Equipment Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
3.01	Mower, Riding 18hp minimum	200	Hour		
3.02	Mower, Lawn 22" cut minimum	200	Hour		
3.03	Tractor, with 6' mowing deck	100	Hour		
3.04	String Trimmer / Edger - ie. "Weedeater" type	200	Hour		
3.05	Blower	200	Hour		
3.06	Misc. 2-stroke, hand-held equipment (hedge trimmer, etc)	100	Hour		
				Subtotal 3:	\$

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

Section 4: Plant Replacement / Grounds Enhancement / Irrigation Repair

Material or equipment provided by Contractor at AE request for Additional Services will be invoiced at invoice cost to Contractor plus markup. Contractor shall include copies of material and/or equipment invoices with any applicable invoice to AE. AE makes no guarantee that these amounts will be used.

Bid Item #	Product Description	Unit	Allocated Funds	% Markup	Extended Price
4.01	Planting and Trees	Each	\$ 2,500.00		
4.02	Mulch	Cubic Yard	\$ 3,500.00		
4.03	Irrigation Repair Parts	Each	\$ 2,500.00		
Subtotal 4 :					\$

GROUP B: DECKER CREEK POWER PLANT

Grounds Maintenance Services

This item shall consist of mowing, edging/trimming, debris pickup, cleanup and disposal, maintaining flower beds, trees, shrubs, wildflower areas and irrigation inspection as required in Section 0500 at each worksite.

Section 5: Decker Creek Power Plant

Bid Item #	Zone	Item Description	Mode	Qty	Unit	Unit Price	Extended Price
5.01	Zone 1	Plant Building & Grounds / 9 acres	A	20	Per Service		
5.02	Zone 2	Lindell Station / 1 acre	B	14	Per Service		
5.03	Zone 3	969 Pump Station / 1 acre	B	14	Per Service		
5.04	Zone 4	Outlying areas, fuel tank farm, roads to boat ramp and on peninsula etc. / 86 acres	C	4	Per Service		
5.05	Zone 5	Dam, Lake side, perimeter, bar ditches / 70 acres	C	4	Per Service		
5.06	Zone 6	Pipeline easement (Decker Plant to Lindell Station) / 18 acres	C	4	Per Service		
5.07	Zone 7	Photovoltaic, gas turbines, gas yard / 6 acres	C	4	Per Service		
<i>*See Section 0500, Attachment A for zone and mode definition.</i>					Subtotal 5:		\$

GROUP B - ADDITIONAL SERVICES

Section 6: Man-Hour Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
6.01	Licensed Irrigator - Irrigation Repair Service	100	Hour		
6.02	Labor, Working Foreman	100	Hour		
6.03	Labor, Common	200	Hour		
Subtotal 6:				\$	

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

Section 7: Equipment Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
7.01	Mower, Riding 18hp minimum	200	Hour		
7.02	Mower, Lawn 22" cut minimum	200	Hour		
7.03	Tractor, with 6' mowing deck	100	Hour		
7.04	String Trimmer / Edger - ie. "Weedeater" type	200	Hour		
7.05	Blower	200	Hour		
7.06	Misc. 2-stroke, hand-held equipment (hedge trimmer, etc)	100	Hour		
				Subtotal 7:	\$

Section 8: Plant Replacement / Grounds Enhancement / Irrigation Repair

Material or equipment provided by Contractor at AE request for Additional Services will be invoiced at invoice cost to Contractor plus markup. Contractor shall include copies of material and/or equipment invoices with any applicable invoice to AE. AE makes no guarantee that these amounts will be used.

Bid Item #	Product Description	Unit	Allocated Funds	% Markup	Extended Price
8.01	Planting and Trees	Each	\$ 5,000.00		
8.02	Mulch	Cubic Yard	\$ 3,500.00		
8.03	Compost	Cubic Yard	\$ 1,500.00		
8.04	Decomposed Granite Gravel	Cubic Yard	\$ 1,500.00		
8.05	Irrigation Repair Parts	Each	\$ 6,000.00		
				Subtotal 8 :	\$

GROUP C: SUBSTATIONS AND LOTS

Grounds Maintenance Services

This item shall consist of mowing, edging/trimming, debris pickup, cleanup and disposal, maintaining flower beds, trees, shrubs, wildflower areas and irrigation inspection as required in Section 0500 at each worksite.

Section 9: Substations and Lots

Bid Item #	Item Description	Qty	Unit	Unit Price	Extended Price
9.01	Angus Valley Substation - 6509 Yaupon Drive	6	Per Service		
9.02	Austin Dam Substation - 3617 Lake Austin Blvd.	2	Per Service		
9.03	Austrop Sub - Blake Manor Rd. - 1 mi N of FM 969	8	Per Service		
9.04	Balcones Sub - 3300 Braker Lane - near RR track	8	Per Service		
9.05	Barton Sub - 2430 S. Capitol Of Texas (Loop 360)	8	Per Service		
9.06	Bee Creek Sub - 3602 Red Bud Trail - secured, gated entry	8	Per Service		
9.07	Bergstrom Sub - 1800 Blk. East Hwy 71	12	Per Service		
9.08	Blanco Lot - 1202 West 10th St. (Vacant Lot behind AFD)	10	Per Service		
9.09	Brackenridge Sub - 1300 1/2 North IH 35 - SB SVRD	8	Per Service		

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

9.10	Brodie Lane Sub - 9612 Brodie Lane	12	Per Service		
9.11	Burleson Sub - 2505 E. Ben White @ Todd Lane	10	Per Service		
9.12	Cameron Sub - 1312 Rutherford Ln.	10	Per Service		
9.13	Cardinal Lane Sub - 900 Cardinal Lane & S. 2nd St.	12	Per Service		
9.14	Carson Creek Sub - 3310 1/2 McCall Lane	8	Per Service		
9.15	Central Austin Sub - 909A West 45th St. @ Guadalupe (ASH)	16	Per Service		
9.16	Clark Lot - 1200 Webberville Rd (Vacant Lot)	8	Per Service		
9.17	Commons Ford Sub - 115 River Hills Rd. @ FM 2244	8	Per Service		
9.18	Decker Steel Yard - 10001 Decker Ln @ Lindell Ln.	10	Per Service		
9.19	Fiesta Sub - 3909 N IH 35 (38th & IH 35)	18	Per Service		
9.2	Fiskville Sub - 9821 1/2 Middle Fiskville Rd.	8	Per Service		
9.21	Garfield Sub - Oak River Dr; Elm Ridge; Bastrop County	8	Per Service		
9.22	Garfield Vacant Lots; Elm Ridge; Bastrop County	4	Per Service		
9.23	Grove Sub - 2706 Montopolis Dr.	8	Per Service		
9.24	Hamilton Sub - 4600 W Braker Ln. - gate at 4603 Hamilton Lane	10	Per Service		
9.25	Haskell Lot - 2219 Haskell St. (Vacant Lot)	12	Per Service		
9.26	Holly Power Plant - 2401 Holly St.	12	Per Service		
9.27	Howard Lane Sub - 2305 Gardenia Dr.	8	Per Service		
9.28	Howard Lane Storage Yard - 2307 Gardenia Dr.	8	Per Service		
9.29	Jett Sub - 6622 Vaught Ranch Rd off of FM 2222	8	Per Service		
9.3	Jollyville Sub - 13715 Rutledge Spur @ RR track	8	Per Service		
9.31	Justin Lane Sub - 7520 North Lamar Blvd.	12	Per Service		
9.32	Kingsbery Sub - 5001 Alf St. @ dead end	10	Per Service		
9.33	Koenig Lane Sub - 905 Old Koenig Lane	12	Per Service		
9.34	Lakeshore Sub - 3012 1/2 Westlake Dr.	10	Per Service		
9.35	Lakeway Sub - 15310 Kollmeyer Drive	10	Per Service		
9.36	Lambie St. to River St. - West of IH35 - Entire Block (Vacant Lot)	12	Per Service		
9.37	Lytton Springs Sub - 1834 Williamson Rd - CR 177; Caldwell Co.	8	Per Service		
9.38	Magnesium Plant Sub - 9128 1/2 Metric Blvd.	6	Per Service		
9.39	Mayan Way Lot - 1201 Mayan Way (Vacant Lot)	8	Per Service		
9.4	McNeil Sub - 11900 Knollpark	8	Per Service		

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

9.41	Mission Hill Lot - 2404 Mission Hill Drive (Vacant Lot)	10	Per Service		
9.42	Northland Sub - 3101 Northland Drive	10	Per Service		
9.43	Oak Hill Sub - 5915 McCarty Lane	12	Per Service		
9.44	Onion Creek Sub - 12705 Fallwell Lane	10	Per Service		
9.45	Patton Lane Sub - Off Old Bee Caves Rd. @ Freescale/NXP Plant	8	Per Service		
9.46	Pilot Knob Sub - 9908 FM 812 - North of Church	8	Per Service		
9.47	Pilot Knob Tract- Vacant lot -9908 FM 812 - North of Church	2	Per Service		
9.48	Pyegrave, 1005 & 1007 + Peggotty Place, 1116 (Vacant Lots) - All 3 sites count as one location	10	Per Service		
9.49	Riverplace Sub - 10712 RM 2222 behind 3M Plant	8	Per Service		
9.5	Riverview Lot - 2216 Riverview St. (Vacant Lot)	12	Per Service		
9.51	Salem Walk Sub - 5300 Salem Hill Dr. @ dead end	8	Per Service		
9.52	Slaughter Lane Sub - 1111 Slaughter Lane	8	Per Service		
9.53	Sprinkle Sub - 10520 Cameron Rd	8	Per Service		
9.54	Steck Sub - 3419 Steck Ave @ Mopac NB Access Rd	10	Per Service		
9.55	Stoney Ridge Substation - 7007 1/2 Heine Farm Road	10	Per Service		
9.56	Summit Sub - 11300 Burnet Rd - East of Domain	8	Per Service		
9.57	Techridge Sub - 13625 1/2 Center Line Pass	6	Per Service		
9.58	Trading Post Sub - 14634 1/2 W Hwy 71, W of 620	6	Per Service		
9.59	Ventura Dr Lot - 2407 Ventura Drive (Vacant Lot)	10	Per Service		
9.6	Walnut Creek Sub - 7401 FM 969 - behind WWTP	6	Per Service		
9.61	Warren Sub - 2100 West 35th St @ Camp Mabry	10	Per Service		
9.62	Westlake Cove - 2935 Westlake Cove (Vacant Lot) - gated entry	10	Per Service		
9.63	Wheless Lane Sub - 2100 Wheless Lane	10	Per Service		
9.64	Williamson Sub - 6505 McNeil Rd behind Cisco	8	Per Service		
9.65	Winsted Lane - 2501 Winsted Lane (Vacant Lot)	10	Per Service		
9.66	Yager Lane - 2405 East Yager Lane (Vacant Lot - 5 acres)	8	Per Service		
*See Section 0500, Attachment B for details				Subtotal 9:	\$

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

GROUP C - ADDITIONAL SERVICES

Section 10: Man-Hour Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
10.01	Licensed Irrigator - Irrigation Repair Service	100	Hour		
10.02	Labor, Working Foreman	100	Hour		
10.03	Labor, Common	200	Hour		
				Subtotal 10:	\$

Section 11: Equipment Billing Rates

Bid Item #	Description	Qty	Unit	Hourly Rate	Extended Price
11.01	Mower, Riding 18hp minimum	200	Hour		
11.02	Mower, Lawn 22" cut minimum	200	Hour		
11.03	Tractor, with 6' mowing deck	100	Hour		
11.04	String Trimmer / Edger - ie. "Weedeater" type	200	Hour		
11.05	Blower	200	Hour		
11.06	Misc. 2-stroke, hand-held equipment (hedge trimmer, etc)	100	Hour		
				Subtotal 11:	\$

Section 12: Plant Replacement / Grounds Enhancement / Irrigation Repair

Material or equipment provided by Contractor at AE request for Additional Services will be invoiced at invoice cost to Contractor plus markup. Contractor shall include copies of material and/or equipment invoices with any applicable invoice to AE. AE makes no guarantee that these amounts will be used.

Bid Item #	Product Description	Unit	Allocated Funds	% Markup	Extended Price
12.01	Planting and Trees	Each	\$ 5,000.00		
12.02	Mulch	Cubic Yard	\$ 3,500.00		
12.03	Compost	Cubic Yard	\$ 1,500.00		
12.04	Decomposed Granite Gravel	Cubic Yard	\$ 7,500.00		
12.05	Irrigation Repair Parts	Each	\$ 1,000.00		
				Subtotal 12 :	\$

**CITY OF AUSTIN
 BID SHEET
 GROUNDS MAINTENANCE SERVICE**

GROUP A BID SUMMARY	
Subtotal 1 - Sand Hill Energy Center	\$
Subtotal 2 - Additional Services: Man Hour Billing Rates	\$
Subtotal 3 - Additional Services: Equipment Billing Rates	\$
Subtotal 4 - Additional Services: Plant Replacement / Grounds Enhancement / Irrigation Repairs	\$
	GROUP A BID TOTAL: \$
GROUP B BID SUMMARY	
Subtotal 5 - Decker Creek Power Plant	\$
Subtotal 6 - Additional Services: Man Hour Billing Rates	\$
Subtotal 7 - Additional Services: Equipment Billing Rates	\$
Subtotal 8 - Additional Services: Plant Replacement / Grounds Enhancement / Irrigation Repairs	\$
	GROUP B BID TOTAL: \$
GROUP C BID SUMMARY	
Subtotal 9 - Substations and Lots	\$
Subtotal 10 - Additional Services: Man Hour Billing Rates	\$
Subtotal 11 - Additional Services: Equipment Billing Rates	\$
Subtotal 12 - Additional Services: Plant Replacement / Grounds Enhancement / Irrigation Repairs	\$
	GROUP C BID TOTAL: \$
FEDERAL ID NUMBER: _____ VENDOR NAME: _____ SIGNATURE OF: _____ PRINTED NAME: _____ EMAIL ADDRESS: _____	

CITY OF AUSTIN



CITY CODE CHAPTER 2-9C MBE/WBE PROCUREMENT PROGRAM NON-PROFESSIONAL SERVICES



Project Name:

Project/Solicitation Number:

Date:



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MBE/WBE GOALS

Annual/Project Participation Goals:		Annual/Project Participation Subgoals:	
MBE	%	African American	%
WBE	%	Hispanic	%
		Asian/Native American	%
		WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans not complying with the Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.***

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III Compliance Plan Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the Compliance Plan, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the Compliance Plan is filed may cease to be a certified Firm before the contract is

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write “N/A” in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable***. If Bidder did meet the project goals, please indicate “Goals Met” in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder’s subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write “N/A” in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor’s MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor’s own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE Compliance Plan Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS **(See Appendices B and D)**

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subcontractors/consultants must register with COA’s Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:	
<i>I have reviewed this compliance plan and found that the Proposer HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9C.</i>	
Reviewing Counselor _____	Date _____
<i>I have reviewed this compliance plan and Concur <input type="checkbox"/> or Do Not Concur <input type="checkbox"/> with recommendation.</i>	
Director/Assistant Director _____	Date _____

Section III — *Compliance Plan Summary*

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? (*If no, attach documentation of Good Faith Efforts*)

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American _____%; WBE _____%

**Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? Yes No If no, state reason(s) below and attach documentation:

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

**Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

**Section VII — Disclosure of Primary and Alternate Trucking Subcontractors
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

-
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes No
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)
List Methods: _____ Yes No
3. Were steps taken to follow up with interested MBE/WBEs? Yes No
4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If yes, please attach.** Yes No
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes No
6. Were additional elements of work identified to achieve the goals or subgoals?
If yes, please explain: _____ Yes No
7. Was SMBR contacted for assistance? Yes No
- If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
8. Were Minority or Women organizations contacted for assistance? Yes No
- If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**)
- Copy of written solicitation sent to MBE/WBEs in SLBP area Yes No
- Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes No
- Copy of advertisements Yes No
- Copy of notices sent to Minority and Women organizations Yes No
- Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (*i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs*) Yes No

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project: _____
 Project/Solicitation Number: _____
 Location of Pre-bid Conference (if any) _____

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: _____ Level of Subcontracting (check one): 1st 2nd 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

Notary Public
*Including Suppliers, Manufacturers, Alternates

Notary Public