



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 2, 2014

**Prepared By/Phone Number:** Jorge Talavera, CPPO, CPPB/854-9762;  
Marvin Brice, CPPB/854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Painting Services, IFB B1409-008-JT, to the low bidder, GG's Construction.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

IFB B1409-008-JT was issued on October 22, 2014 for painting services. The resulting contract will require the contractor to provide all labor, materials and supervision necessary to provide painting services countywide on an "as needed" basis.

A total of forty-three (43) vendors were solicited, with three (3) bids received prior to the bid submission deadline of November 12, 2014 at 2:00 p.m. Of the three (3) bids received, the low, responsive bidder was GG's Construction.

Facilities Management therefore recommends that a term (annual) contract be awarded to GG's Construction. As a matter of interest to the Court, the recommended contractor is a Certified Historically Underutilized Business (HUB).

- **Contract Expenditures:** Within the last 12 months, \$204,818.50 has been spent against this requirement.
- **Contract-Related Information:**
  - Award Amount: N/A (As needed requirements)
  - Contract Type: Term
  - Contract Period: December 14, 2014 through December 13, 2015

➤ **Solicitation-Related Information:**

Solicitations Sent: 43

Responses Received: 3

HUB Information: Yes

% HUB Subcontractor: N/A

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Cost Center 1140090001

Comments:



# FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

## MEMORANDUM

**Project No:** SVCOT-20-15F-XM

**File:** 801

**TO:** Cyd Grimes, C.P.M., CPPO, Purchasing Agent

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** November 14, 2014

**SUBJECT:** Painting Services  
Contract Award of IFB Number B1409-008-JT

A handwritten signature in blue ink, which appears to read "Roger El Khoury", is written over the "FROM" and "DATE" fields of the memorandum.

Facilities Management Department (FMD) has completed the review of the three bids received for a new Painting Services Contract. The apparent low bidder is GG's Construction, LLC. GG's Construction is our current contractor and has provided acceptable services.

Facilities Management Department recommends award of the Painting Services Contract to GG's Construction. Funding for the FMD portion of this contract is in Cost Center 1140090001. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance on this request is greatly appreciated.

### ATTACHMENT:

Bid Tabulation

### COPY TO:

Leroy Nellis, Acting County Executive, PBO

Lloyd Evans, Maintenance Division Director, FMD

Amy Draper, CPA, Financial Manager, FMD

Rony Aouad, Service Contract Manager, FMD

Marvin Brice, CPPB, Assistant Purchasing Agent, Purchasing

Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, Purchasing

IFB..... **B1409-008-JT**  
 COMMODITY..... **Painting Services**  
 USING DEPT..... **Facilities Management Department**  
 BIDS SOLICITED..... **43**

**BIDDER:**  
 1. GG's Construction  
 2. QA Construction Svcs.  
 3. Partners Remodeling,  
 Restoration & Waterproofing

| Bond | Ethics | Safety | Exp. Verif | Ref. | HUB |
|------|--------|--------|------------|------|-----|
| X    | X      | X      | X          | X    | Y   |
| X    | X      | X      | X          | X    | Y   |
| X    | X      | X      | X          | X    | Y   |

| ITEM NO.   | DESCRIPTION                                      | QTY  | UNIT | BIDDER #1<br>UNIT PRICE | EXTENSION  | BIDDER #2<br>UNIT PRICE | EXTENSION  | BIDDER #3<br>UNIT PRICE | EXTENSION   |
|--|--|------|------|-------------------------|------------|-------------------------|------------|-------------------------|-------------|
| <b>GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES</b> |  |      |      |                         |            |                         |            |                         |             |
| <b>PAINT SURFACE AREA:</b>                           |  |      |      |                         |            |                         |            |                         |             |
| 1  | Textured Drywall Substrate (Latex)               |      |      |                         |            |                         |            |                         |             |
| A  | Under 12 Ft in Height                            | 5000 | SF   | \$1.35                  | \$6,750.00 | \$0.75                  | \$3,750.00 | \$1.20                  | \$6,000.00  |
| B  | Over 12 Ft in Height                             | 1000 | SF   | \$0.60                  | \$600.00   | \$0.65                  | \$650.00   | \$1.50                  | \$1,500.00  |
| 2  | Concrete Substrate                               |      |      |                         |            |                         |            |                         |             |
| A  | Under 12 Ft in Height                            | 5000 | SF   | \$0.30                  | \$1,500.00 | \$0.40                  | \$2,000.00 | \$1.20                  | \$6,000.00  |
| B  | Over 12 Ft in Height                             | 1000 | SF   | \$0.20                  | \$200.00   | \$0.40                  | \$400.00   | \$1.50                  | \$1,500.00  |
| 3  | Masonry Substrate                                |      |      |                         |            |                         |            |                         |             |
| A  | Under 12 Ft in Height                            | 5000 | SF   | \$0.20                  | \$1,000.00 | \$0.38                  | \$1,900.00 | \$1.20                  | \$6,000.00  |
| B  | Over 12 Ft in Height                             | 1000 | SF   | \$0.20                  | \$200.00   | \$0.43                  | \$430.00   | \$1.50                  | \$1,500.00  |
| 4  | Wood Substrate                                   |      |      |                         |            |                         |            |                         |             |
| A  | Under 12 Ft in Height                            | 5000 | SF   | \$0.20                  | \$1,000.00 | \$0.37                  | \$1,850.00 | \$1.20                  | \$6,000.00  |
| B  | Over 12 Ft in Height                             | 1000 | SF   | \$0.20                  | \$200.00   | \$0.38                  | \$380.00   | \$1.50                  | \$1,500.00  |
| <b>PAINT TRIM:</b>                                   |  |      |      |                         |            |                         |            |                         |             |
| 5  | Wood Trim Surface (Latex)                        |      |      |                         |            |                         |            |                         |             |
| A  | Trim Under 12 Ft in Height                       | 5000 | LF   | \$0.10                  | \$500.00   | \$0.30                  | \$1,500.00 | \$1.10                  | \$5,500.00  |
| B  | Trim Over 12 Ft in Height                        | 1000 | LF   | \$0.10                  | \$100.00   | \$0.30                  | \$300.00   | \$1.40                  | \$1,400.00  |
| 6  | Metal Trim Surface (Enamel)                      |      |      |                         |            |                         |            |                         |             |
| A  | Trim Under 12 Ft in Height                       | 5000 | LF   | \$0.10                  | \$500.00   | \$0.30                  | \$1,500.00 | \$1.10                  | \$5,500.00  |
| B  | Trim Over 12 Ft in Height                        | 1000 | LF   | \$0.10                  | \$100.00   | \$0.30                  | \$300.00   | \$1.40                  | \$1,400.00  |
| 7  | Doors, Flush, Both Sides, Include, Frame & Trim: |      |      |                         |            |                         |            |                         |             |
| A  | Wood Door (Latex)                                | 100  | EA   | \$10.00                 | \$1,000.00 | \$12.00                 | \$1,200.00 | \$125.00                | \$12,500.00 |
| B  | Wood Door (Stain)                                | 100  | EA   | \$10.00                 | \$1,000.00 | \$13.00                 | \$1,300.00 | \$125.00                | \$12,500.00 |
| C  | Metal Door (Enamel)                              | 100  | EA   | \$17.00                 | \$1,700.00 | \$13.00                 | \$1,300.00 | \$150.00                | \$15,000.00 |

**Estimated Total Amount:**  
 (Items 1 through 7 inclusive) **\$16,350.00** **\$18,760.00** **\$83,800.00**

| ITEM NO.  | DESCRIPTION                                     | QTY  | UNIT | BIDDER #1<br>UNIT PRICE | EXTENSION  | BIDDER #2<br>UNIT PRICE | EXTENSION  | BIDDER #3<br>UNIT PRICE | EXTENSION   |
|---|---|------|------|-------------------------|------------|-------------------------|------------|-------------------------|-------------|
| <b>GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES</b>                                |   |      |      |                         |            |                         |            |                         |             |
| <b>PAINT SURFACE AREA:</b>  |   |      |      |                         |            |                         |            |                         |             |
| 1   | Stucco Substrate (Exterior Latex)               |      |      |                         |            |                         |            |                         |             |
| A   | Under 12 Ft in Height                           | 5000 | SF   | \$0.40                  | \$2,000.00 | \$0.50                  | \$2,500.00 | \$1.55                  | \$7,750.00  |
| B   | Over 12 Ft in Height                            | 1000 | SF   | \$0.40                  | \$400.00   | \$0.50                  | \$500.00   | \$1.85                  | \$1,850.00  |
| 2   | Concrete Substrate (Exterior Latex)             |      |      |                         |            |                         |            |                         |             |
| A   | Under 12 Ft in Height                           | 5000 | SF   | \$0.40                  | \$2,000.00 | \$0.55                  | \$2,750.00 | \$1.55                  | \$7,750.00  |
| B   | Over 12 Ft in Height                            | 1000 | SF   | \$0.40                  | \$400.00   | \$0.55                  | \$550.00   | \$1.85                  | \$1,850.00  |
| 3   | Masonry Substrate (Exterior Latex)              |      |      |                         |            |                         |            |                         |             |
| A   | Under 12 Ft in Height                           | 5000 | SF   | \$0.10                  | \$500.00   | \$0.25                  | \$1,250.00 | \$1.55                  | \$7,750.00  |
| B   | Over 12 Ft in Height                            | 1000 | SF   | \$0.10                  | \$100.00   | \$0.25                  | \$250.00   | \$1.85                  | \$1,850.00  |
| 4   | Wood Substrate (Exterior Gloss Latex)           |      |      |                         |            |                         |            |                         |             |
| A   | Under 12 Ft in Height                           | 5000 | SF   | \$0.10                  | \$500.00   | \$0.30                  | \$1,500.00 | \$1.55                  | \$7,750.00  |
| B   | Over 12 Ft in Height                            | 1000 | SF   | \$0.10                  | \$100.00   | \$0.30                  | \$300.00   | \$1.85                  | \$1,850.00  |
| 5   | Metal Substrate (Acrylic Latex)                 |      |      |                         |            |                         |            |                         |             |
| A   | Under 12 Ft in Height                           | 5000 | SF   | \$0.10                  | \$500.00   | \$0.30                  | \$1,500.00 | \$1.55                  | \$7,750.00  |
| B   | Over 12 Ft in Height                            | 1000 | SF   | \$0.10                  | \$100.00   | \$0.30                  | \$300.00   | \$1.85                  | \$1,850.00  |
| <b>PAINT TRIM: (Doors, Door Frames, Window Frames, Hand Rails, Fascia, Molding)</b> |   |      |      |                         |            |                         |            |                         |             |
| 6   | Wood Trim Surface (Exterior Gloss Latex)        |      |      |                         |            |                         |            |                         |             |
| A   | Trim Under 12 Ft in Height                      | 5000 | LF   | \$0.10                  | \$500.00   | \$0.65                  | \$3,250.00 | \$1.20                  | \$6,000.00  |
| B   | Trim Over 12 Ft in Height                       | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.30                  | \$1,300.00  |
| 7   | Metal Trim Surface (Acrylic Gloss Latex)        |      |      |                         |            |                         |            |                         |             |
| A   | Trim Under 12 Ft in Height                      | 5000 | LF   | \$0.10                  | \$500.00   | \$0.65                  | \$3,250.00 | \$1.20                  | \$6,000.00  |
| B   | Trim Over 12 Ft in Height                       | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.30                  | \$1,300.00  |
| 8   | Doors, Flush, Both Sides, Include, Frame & Trim |      |      |                         |            |                         |            |                         |             |
| A   | Wood Door (Exterior Gloss Latex)                | 100  | EA   | \$10.00                 | \$1,000.00 | \$13.00                 | \$1,300.00 | \$150.00                | \$15,000.00 |
| B   | Wood Door (Exterior Stain Latex)                | 100  | EA   | \$10.00                 | \$1,000.00 | \$13.00                 | \$1,300.00 | \$150.00                | \$15,000.00 |
| C   | Metal Door (Acrylic Latex)                      | 100  | EA   | \$17.00                 | \$1,700.00 | \$13.00                 | \$1,300.00 | \$150.00                | \$15,000.00 |
| 9   | Fascia Trim (Exterior Latex)                    |      |      |                         |            |                         |            |                         |             |
| A   | 1" x 4" Fascia                                  | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.10                  | \$1,100.00  |
| B   | 1" x 6" to 1" x 10" Fascia                      | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.30                  | \$1,300.00  |
| C   | 1" x 12" Fascia                                 | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.50                  | \$1,500.00  |
| D   | Molding up to 14" Wide                          | 1000 | LF   | \$0.10                  | \$100.00   | \$0.65                  | \$650.00   | \$1.70                  | \$1,700.00  |

**Estimated Total Amount:**  
 (Items 1 through 9 inclusive) **\$11,900.00** **\$25,700.00** **\$113,200.00**

| ITEM NO.                                    | DESCRIPTION   | QTY | UNIT  | BIDDER #1<br>UNIT PRICE | EXTENSION          | BIDDER #2<br>UNIT PRICE | EXTENSION          | BIDDER #3<br>UNIT PRICE | EXTENSION           |
|---|---|-----|-------|-------------------------|--------------------|-------------------------|--------------------|-------------------------|---------------------|
| <b>GROUP "C" PAINTING SUPPLIES/SERVICES</b> |   |     |       |                         |                    |                         |                    |                         |                     |
| 1   | Hourly Labor Rate for Journeyman Painter              |     |       |                         |                    |                         |                    |                         |                     |
|   | Straight Time   | 100 | Hours | \$22.00                 | \$2,200.00         | \$25.00                 | \$2,500.00         | \$32.00                 | \$3,200.00          |
| 2   | Hourly Labor Rate for Painters Helper                 |     |       |                         |                    |                         |                    |                         |                     |
|   | Straight Time   | 100 | Hours | \$12.00                 | \$1,200.00         | \$23.00                 | \$2,300.00         | \$24.00                 | \$2,400.00          |
| 3   | Material Cost (Bidder's cost plus/minus a percentage) |     | %     |                         | 12.00%             |                         | 10.00%             |                         | 20.00%              |
| 4   | Reimbursable Item Markup                              |     | %     |                         | 0.00%              |                         | 3.00%              |                         | 20.00%              |
| <b>TOTAL (Groups "A" and "B")</b>           |   |     |       |                         | <b>\$28,250.00</b> |                         | <b>\$44,460.00</b> |                         | <b>\$197,000.00</b> |

**CONTRACT NO. 4400002332 BETWEEN TRAVIS COUNTY AND GG'S CONSTRUCTION FOR  
COUNTYWIDE PAINTING SERVICES**

This Contract between Travis County and GG's Construction for Countywide Painting Services (this "Contract") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas ("County") and GG's Construction ("Contractor").

WHEREAS, County issued Invitation for Bid ("IFB") No. B1409-008-JT to receive competitive bids for painting services at various buildings and facilities located throughout Travis County (collectively, the "Services"); and

WHEREAS, Contractor submitted the lowest responsible bid under IFB No. B1409-008-JT and all amendments, modifications and addenda thereto;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.0 TERM OF CONTRACT**

1.1 Term of Contract. The term of this Contract shall commence upon award by the Travis County Commissioners Court (the "Effective Date") and shall continue in full force and effect for one (1) year (the "Initial Term"), unless sooner terminated as provided herein.

1.2 Option to Extend. County may unilaterally extend this Contract for two (2) additional one-year periods and three (3) additional one-month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), during which all provisions of this Contract, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

**2.0 CONTRACT SCOPE; CONTRACT CONSTRUCTION**

2.1 Contractor's obligations with respect to provision and performance of the Services, and County's obligations with respect to payment for the same, shall be as set forth in Contractor's Bid submitted in response to IFB No. B1409-008-JT, dated November 12, 2014 (the "Bid"), a copy of which is attached hereto as Attachment A ("Contractor's Bid").

2.2 Contractor specifically acknowledges and agrees that should any Contract requirement or specification disagree with another Contract requirement or specification, the better quality or greater quantity of work or materials shall be performed or furnished, and the most stringent requirement shall govern.

**3.0 CONTRACTOR OBLIGATIONS**

3.1 Contractor shall, in a timely manner, perform the Services described in IFB No. B1409-008-JT (and all amendments, modifications or addenda thereto) and in this Contract and its attachments, listed below, in accordance with their terms and conditions, and in compliance with the assurances, certifications, and all other statements made by Contractor in its Bid.

3.2 The purpose of this Contract is to procure the painting services described herein, which shall satisfy or exceed the requirements set forth in IFB No. B1409-008-JT. Contractor also acknowledges and agrees that this Contract includes pricing for all required services as described in IFB No. B1409-008-JT.

3.3 All services under this Contract will be accomplished at facilities located within or at Travis County owned or leased property. Contractor represents and warrants that he is aware of all items pertinent to work required under the Contract and that he made the appropriate allowances in his bid.

3.4 For the purpose of monitoring performance, establishing requirements, approving and coordinating schedules, users and equipment, the County department named below shall act as Contract Administrator on behalf of Travis County:

Travis County  
Facilities Management Department  
1010 Lavaca  
Austin, Texas 78701  
Tel: (512) 854-4781  
Fax: (512) 854-9226

3.5 All work performed under this Contract will be authorized by separate Purchase Orders issued by the Travis County Purchasing Agent. No work shall be initiated without a valid Purchase Order for the scope of that distinct work effort.

3.6 The County's representative will provide the Contractor with access to all County premises and facility systems, except for the Travis County Jail, Del Valle Corrections Complex and Gardner-Betts Juvenile Facility. Access to these facilities will be provided by the respective departments.

3.7 The Contractor shall furnish Facilities Management, Travis County Correctional Facility, Travis County Jail and Gardner-Betts Juvenile Facility authorities with a complete listing of all technicians that the Contractor proposes to use in these facilities. Background checks will be completed prior to granting approval for personnel to work in these facilities.

- A. The identification shall be a photocopy of Driver's License, Social Security Number and Company I.D. that will become a permanent part of correctional records.
- B. Upon entering and leaving the Travis County Courthouse, Criminal Justice Center, Travis County Correctional Facilities, Travis County Jail and Gardner-Betts Juvenile Facility, the Contractor's service representatives will be required to sign in and out with the on duty supervisor or security attendant.
- C. The Contractor's service representative shall log all facilities work and upon completion of all the work, the Contractor's service representative must certify that the work was done by obtaining the signature of the on duty supervisor.
- D. Contractor should be aware that special rules and regulations may apply to work performed at correctional facilities, jail facilities and juvenile facility and Contractor should endeavor to familiarize himself with these requirements.

- E. The Contractor's service representative shall leave one signed copy of the construction service report with the on duty supervisor and attach the second copy to his service ticket which will be signed by the County's representative at the time and date work is completed.

3.8 The Contractor represents and warrants that he has carefully examined the bidding requirements, the General Provisions of IFB, the Special Provisions, the Specifications, the bid proposal worksheet and the terms and conditions of this Contract, and that he fully understands the conditions expected to be encountered relating to the character, quality and quantity (estimated) of work to be performed and materials to be furnished. The Contractor further represents and warrants that if he found any discrepancies in the specifications, or was in doubt as to their meaning, he/she notified Travis County. Any oral instructions or decisions that have not been confirmed by addenda will not be considered valid, legal or binding. No extras will be authorized because of failure of the Contractor to include work in the addenda in his bid.

3.9 Applicable City and County fire regulations are made a part of this Contract. The Contractor's operations shall conform to all applicable portions of these regulations.

3.10 Travis County shall have the right to require that the Contractor dismiss from the premises covered by this Contract any employees of Contractor whose conduct is improper, inappropriate, or offensive; and such employees shall not be re-employed on subject premises by Contractor without written consent of Travis County. Personnel performing under this Contract shall be direct employees of the Contractor. Non-Contractor personnel and minors shall not be permitted on the job premises.

3.11 The Contractor will be responsible for instructing his employees in safety measures considered appropriate. The Contractor will not permit placing or use of any equipment in traffic lanes or other locations in such a manner as to create safety hazards. Contractor will provide, place and remove appropriate warning signs while electrical work is in progress.

3.12 The Contractor shall be responsible for safeguarding all Travis County (or third party) property within the work areas. The Contractor shall be responsible for any loss or damage to property, including merchandise fixtures and equipment belonging to Travis County or third parties, if any such loss or damage was caused by Contractor or any of his employees, while the employees are on County premises. At the close of each work period, Contractor will assure that the County property and equipment is secured. Any loss or damaged property or equipment discovered by the Contractor must be reported to the Travis County Contract Administrator immediately upon discovery.

3.13 Contractor has posted the bid security in the form required under IFB No. B1409-008-JT. Contractor acknowledges and agrees that a Payment Bond will be required in the amount of one hundred percent (100%) of the full amount of any individual purchase order amount if such amount is in excess of Twenty Five Thousand Dollars (\$25,000.00), and that a Performance Bond will be required in the amount of one hundred percent (100%) of the full amount of any individual purchase order amount if such amount is in excess of One Hundred Thousand Dollars (\$100,000.00). County will reimburse Contractor for costs incurred to secure bonds when applicable.

#### 4.0 WARRANTIES; IMPLIED SERVICES

4.1 Contractor represents and warrants that all of the information provided in his bid is true and correct and that Contractor will use its best efforts to provide quality services to County.

4.2 Contractor acknowledges and agrees that if any services, functions or responsibilities not specifically described in this Contract are required for the proper performance and provision of the Services, they

shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Contract. Except as otherwise expressly provided in this Contract, Contractor shall be responsible for providing the facilities, personnel and other resources as necessary to perform and provide the Services.

## 5.0 ATTACHMENTS

5.1 The attachments enumerated below, in addition to all requirements, specifications, terms and conditions set forth in IFB No. B1409-008-JT, are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with Section 3.0 of this Contract:

- (i) Attachment A: Contractor's Bid
- (ii) Attachment B: General Provisions of Invitation for Bids (IFB)
- (iii) Attachment C: Specifications
- (iii) Attachment D: Ethics Affidavit
- (iv) Attachment E: HUB Declaration and List of Subcontractors
- (v) Attachment F: Safety Record Questionnaire
- (vi) Attachment G: References
- (vii) Attachment H: Experience Verification

## 6.0 ENTIRE CONTRACT

6.1 This Contract represents the final written agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, representations, or agreements, either oral or written.



**TRAVIS COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

By: R. Osorio  
Name: Rolando J. Osorio  
Title: Business Manager

Date: \_\_\_\_\_

Date: 11/19/14

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

By law, the County Attorney's Office may only advise or approve contracts for its clients. It may not advise or approve a contract for other parties. Our review and approval of this contract was conducted solely from the legal perspective of our client. Other parties should not rely on this approval and should seek advice from their own attorney.

**AVAILABILITY OF FUNDS CONFIRMED:**

\_\_\_\_\_  
Susan Spataro  
Travis County Auditor

Date: \_\_\_\_\_

**COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:**

\_\_\_\_\_  
Cyd V. Grimes  
Travis County Purchasing Agent

Date: \_\_\_\_\_

**Attachment A  
Contractor's Bid**

**Supplier: GGs Construction**

|   |  |
|---|--|
| <b>TRAVIS COUNTY<br/>PURCHASING OFFICE</b><br>700 Lavaca Street, Suite 800<br>Austin, Texas 78701   |  |
| <b>INVITATION FOR BID</b><br><b>Bidder Acknowledgement</b>  |  |
| Vendor Name: <b>GG's Construction, LLC</b>  |  |
| Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other LLC   |  |
| Vendor Mailing Address:   | <b>13608 Bullick Hollow Road, Austin, TX 78726</b> |
| Area code / Telephone Number:   | <b>512-257-8075</b>                                |
| Toll-Free Telephone Number:   |  |
| Fax Number:   | <b>512-219-5209</b>                                |
| Vendor E-Mail Address:  | <b>rolandoo@mxconstruction.net</b>                 |
| Vendor Web Address:   | <b>www.mxconstruction.net</b>                      |
| FEID No. or SS#:  | <b>45-1265869</b>                                  |
| Prompt Payment Discount Terms:<br>0% 0days  | <b>Bidder's State of Residence Texas</b>           |
| <p align="center">In compliance with the terms, conditions and specifications, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated points(s) within the time specified.</p> |  |
| <b>Rolando Osorio</b>   | <b>President</b>                                   |
| Name of Company Representative Submitting Bid   | Title of Company Representative Submitting Bid     |
| <b>10/24/2014</b>   |  |
| Date  |  |

**BID PROPOSAL WORKSHEET**

**PAINTING SERVICES, B1409-008-JT**

**SCHEDULE OF ITEMS**

**GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES**

| Bid Item | Description                                     | Unit | Estimated Quantities | Unit Price              | Amount             |
|----------|---|------|----------------------|-------------------------|--------------------|
| 1        | Textured Drywall Substrate (Latex)              |      |                      |                         |                    |
| A.       | Under 12 FT in Height                           | SF   | 5000                 | \$1.35                  | \$6,750.00         |
| B.       | Over 12 FT in Height                            | SF   | 1000                 | \$0.60                  | \$600.00           |
| 2        | Concrete Substrate                              |      |                      |                         |                    |
| A.       | Under 12 FT in Height                           | SF   | 5000                 | \$0.30                  | \$1,500.00         |
| B.       | Over 12 FT in Height                            | SF   | 1000                 | \$0.20                  | \$200.00           |
| 3        | Masonry Substrate                               |      |                      |                         |                    |
| A.       | Under 12 FT in Height                           | SF   | 5000                 | \$0.20                  | \$1,000.00         |
| B.       | Over 12 FT in Height                            | SF   | 1000                 | \$0.20                  | \$200.00           |
| 4        | Wood Substrate                                  |      |                      |                         |                    |
| A.       | Under 12 FT in Height                           | SF   | 5000                 | \$0.20                  | \$1,000.00         |
| B.       | Over 12 FT in Height                            | SF   | 1000                 | \$0.20                  | \$200.00           |
| 5        | Wood Trim Surface (Latex)                       |      |                      |                         |                    |
| A.       | Trim under 12 FT in Height                      | LF   | 5000                 | \$0.10                  | \$500.00           |
| B.       | Trim over 12 FT in Height                       | LF   | 1000                 | \$0.10                  | \$100.00           |
| 6        | Metal Trim Surface (Enamel)                     |      |                      |                         |                    |
| A.       | Trim under 12 FT in Height                      | LF   | 5000                 | \$0.10                  | \$500.00           |
| B.       | Trim over 12 FT in Height                       | LF   | 1000                 | \$0.10                  | \$100.00           |
| 7        | Doors, Flush, Both Sides, Include, Frame & Trim |      |                      |                         |                    |
| A.       | Wood Door (Latex)                               | EA   | 100                  | \$10.00                 | \$1,000.00         |
| B.       | Wood Door (Satin)                               | EA   | 100                  | \$10.00                 | \$1,000.00         |
| C.       | Metal Door (Enamel)                             | EA   | 100                  | \$17.00                 | \$1,700.00         |
|          |   |      |                      | <b>Group A Subtotal</b> | <b>\$16,350.00</b> |

**PAINT SURFACE AREA:** (Including average [see Note 1 under Group C] level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet).

**Note:** The Travis County Commissioners Court reserves the right to reject any and all bids in its sole discretion. **When submitting an electronic bid, this Bid Proposal Worksheet must be completed in full and attached to the electronic submission.**

**Please note the following listed abbreviations used for proposed units:**

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

**BID PROPOSAL WORKSHEET**

**PAINTING SERVICES, B1409-008-JT**

**SCHEDULE OF ITEMS**

**GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES**

| Bid Item   | Description                                   | Unit | Estimated Quantities | Unit Price              | Amount             |
|--|---|------|----------------------|-------------------------|--------------------|
| 1  | Stucco Substrate (Exterior Latex)             |      |                      |                         |                    |
| A.   | Under 12 Ft in Height                         | SF   | 5000                 | \$0.40                  | \$2,000.00         |
| B.   | Over 12 Ft in Height                          | SF   | 1000                 | \$0.40                  | \$400.00           |
| 2  | Concrete Substrate (Exterior Latex)           |      |                      |                         |                    |
| A.   | Under 12 Ft in Height                         | SF   | 5000                 | \$0.40                  | \$2,000.00         |
| B.   | Over 12 Ft in Height                          | SF   | 1000                 | \$0.40                  | \$400.00           |
| 3  | Masonry Substrate (Exterior Latex)            |      |                      |                         |                    |
| A.   | Under 12 Ft in Height                         | SF   | 5000                 | \$0.10                  | \$500.00           |
| B.   | Over 12 Ft in Height                          | SF   | 1000                 | \$0.10                  | \$100.00           |
| 4  | Wood Substrate (Exterior Gloss Latex)         |      |                      |                         |                    |
| A.   | Under 12 Ft in Height                         | SF   | 5000                 | \$0.10                  | \$500.00           |
| B.   | Over 12 Ft in Height                          | SF   | 1000                 | \$0.10                  | \$100.00           |
| 5  | Metal Substrate (Acrylic Latex)               |      |                      |                         |                    |
| A.   | Under 12 Ft in Height                         | SF   | 5000                 | \$0.10                  | \$500.00           |
| B.   | Over 12 Ft in Height                          | SF   | 1000                 | \$0.10                  | \$100.00           |
| <b>PAINT TRIM: (Doors, Door Frames, Window Frames Hand Rails, Fascia, Molding)</b> |   |      |                      |                         |                    |
| 6  | Wood Trim Surface (Exterior Gloss Latex)      |      |                      |                         |                    |
| A.   | Trim Under 12 Ft in Height                    | LF   | 5000                 | \$0.10                  | \$500.00           |
| B.   | Trim Over 12 Ft in Height                     | LF   | 1000                 | \$0.10                  | \$100.00           |
| 7  | Metal Trim Surface (Acrylic Gloss Latex)      |      |                      |                         |                    |
| A.   | Trim Under 12 Ft in Height                    | LF   | 5000                 | \$0.10                  | \$500.00           |
| B.   | Trim Over 12 Ft in Height                     | LF   | 1000                 | \$0.10                  | \$100.00           |
| 8  | Doors, Flush, Both Sides, Include Frame and T |      |                      |                         |                    |
| A.   | Wood Door (Exterior gloss Latex)              | EA   | 100                  | \$10.00                 | \$1,000.00         |
| B.   | Wood Door (Exterior Satin Latex)              | EA   | 100                  | \$10.00                 | \$1,000.00         |
| C.   | Metal Door (Acrylic Latex)                    | EA   | 100                  | \$17.00                 | \$1,700.00         |
| 9  | Fascia Trim (Exterior Latex)                  |      |                      |                         |                    |
| A.   | 1" x 4" Fascia                                | LF   | 1000                 | \$0.10                  | \$100.00           |
| B.   | 1" x 6" to 1" x 10" Fascia                    | LF   | 1000                 | \$0.10                  | \$100.00           |
| C.   | 1" x 12" Fascia                               | LF   | 1000                 | \$0.10                  | \$100.00           |
| D.   | Molding up to 14" Wide                        | LF   | 1000                 | \$0.10                  | \$100.00           |
|  |   |      |                      | <b>Group B Subtotal</b> | <b>\$11,900.00</b> |

**PAINT SURFACE AREA:** (Including average [see Note 1 under Group C] level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet).

**Note:** The Travis County Commissioners Court reserves the right to reject any and all bids in its sole discretion. **When submitting an electronic bid, this Bid Proposal Worksheet must be completed in full and attached to the electronic submission.**

**BID PROPOSAL WORKSHEET**

**PAINTING SERVICES, B1409-008-JT**

**SCHEDULE OF ITEMS**

**GROUP "C" PAINTING SUPPLIES/SERVICES**

| Bid Item | Description                                      | Unit  | Estimated Quantities | Unit Price | Amount     |
|----------|--|-------|----------------------|------------|------------|
| 1        | Hourly Labor Rate for Journeyman Painter         |       |                      |            |            |
|          | Straight Time                                    | Hours | 100                  | \$22.00    | \$2,200.00 |
| 2        | Hourly Labor Rate for Painter Helper             |       |                      |            |            |
|          | Straight Time                                    | Hours | 100                  | \$12.00    | \$1,200.00 |
| 3        | Material Cost (See Note 2)                       |       |                      |            |            |
|          | (Bidder's cost plus/minus a percentage) (+ or -) | %     |                      |            | 12.00%     |
| 4        | Reimbursable Item Markup                         |       |                      |            |            |
|          | Not to exceed 3% handling charge for             | %     |                      |            | 0.00%      |
|          | permits, fees and inspections                    |       |                      |            |            |

**NOTE 1:** Hourly pricing will be used on individual purchase orders for those jobs that cannot be estimated using other established methods. Details on how scopes for individual purchase orders will be determined is included in Specifications, Section 5.0 PAINTING. Briefly, hourly pricing will be appropriate and used for surfaces such as mechanical equipment (pumps, motors, hvac units, electrical devices, etc.), furniture, cabinetry, courtroom furnishings, benches, railings and platforms. Hourly rates will also be used to reimburse an unusual level of surface preparation for painting. Number of hours to be paid will be authorized on the individual purchase order for each job based on contractor's estimated hours required and approved by Facilities Management on the purchase order.

**NOTE 2:** Material cost for hourly rate/hourly performed work should reflect the bidder's offer for percentage markup over his/her cost (based on Contractor's actual costs as documented by his/her material invoices). Bidders should indicate their percentage markup or discount for materials provided. This does not include materials required for surface preparation, or painting or drywall materials reimbursed on a square footage, linear footage or each basis (bidders should include these material costs in their square footage, linear footage and each bid prices).

**NOTE 3:** Except for those work tasks outlined above, all painting services will be reimbursed based on the square/linear footage or each rates. Hourly rates and material reimbursements included in group "C" will be used only for those cases not falling into group "A" OR "B".

**Note:** The Travis County Commissioners Court reserves the right to reject any and all bids in its sole discretion. **When submitting an electronic bid, this Bid Proposal Worksheet must be completed in full and attached to the electronic submission.**

**Please note the following listed abbreviations used for proposed units:**

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Stations, AC = Acre, EA = Each, SY = Square Yards, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Feet, TON = Ton, MO = Month, EA/DAY = per Each per DAY

## Attachment B

### General Provisions of Invitation for Bids (IFB)

#### 1. GENERAL DEFINITIONS:

- (a) "Auditor" means the Travis County Auditor or her designee.
- (b) "Commissioners Court" means Travis County Commissioners Court.
- (c) "Contract" means the contract awarded pursuant to the Invitation for Bids.
- (d) "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- (e) "County" means Travis County, Texas, a political subdivision of the State of Texas.
- (f) "County Building" means any County owned buildings and does not include buildings leased by County.
- (g) "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
  - (1) own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
  - (2) have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.
- (h) "Is doing business" and "has done business" mean:
  - (1) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - (2) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - (3) but does not include:
    - (i) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - (ii) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
    - (iii) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- i. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- j. "Purchasing Agent" means the Travis County Purchasing Agent.
- k. "Sub-contractor" means a person or firm doing business with a Contractor.

**2. FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

**3. FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

#### 4. INVOICING/PAYMENTS:

- (a) Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- (b) As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- (c) Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
  - County Auditor
  - P.O. Box 1748
  - Austin, Texas 78767
- (d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- (e) Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

**5. COUNTY TAXES:** If the Contractor subsequently becomes delinquent in the payment of County taxes, that will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

**6. PROMPT PAYMENT ACT:** Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code.

**7. FOB POINT:** Delivery of all products under this contract shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

**8. INSPECTION AND ACCEPTANCE:** The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

**9. VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

**10. OFFICIALS NOT TO BENEFIT:** If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

**11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:**

(a) Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.

(b) Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

**12. CHANGES:**

(a) This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

(b) Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

**13. REPRESENTATIONS:**

(a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

(b) The Contractor's delivery time includes weekends and holidays.

(c) Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.

(d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.

(e) The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.

(f) Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

(g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

**14. SUBCONTRACTS:**

(a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

**15. ASSIGNMENT:**

(a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

(b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

(c) Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

**16. DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the

Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

**17. MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

**18. FORCE MAJEURE**

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof..

**19. NON-WAIVER OF DEFAULT:**

(a) No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**

(b) All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

**20. TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

**21. TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

**22. GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

**23. OFFICIALS NOT TO BENEFIT:** If a member of the Commissioners Court belongs to a cooperative association, County may purchase services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

**24. COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**25. COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**26. FORFEITURE OF CONTRACT:**

(a) The selected Offeror must forfeit all benefits of this Contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:

(b) The selected Offeror was doing business at the time of submitting its bid or had done business during the 365- day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its bid; or

(c) The selected Offeror does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.



**27. CONTRACTOR CLAIMS NOTIFICATION:**

- (a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
- (1) The existence of the claim, or other action;
  - (2) The name and address of the person, firm, corporation or their entity that made a claim, or that instituted any type of action or proceeding;
  - (3) The alleged basis of the claim, action or proceeding;
  - (4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - (5) The name or names of any person against whom this claim is being made.
- (b) Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

**28. CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$25,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

**29. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

**30. CONSTRUCTION OF CONTRACT:**

- (a) This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.
- (b) When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

**31. ADDITIONAL GENERAL PROVISIONS:**

- (a) Contractor must comply with all federal and state laws and regulations, city and County ordinances, orders, and regulations, relating in any way to this Contract.
- (b) Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- (c) Contractor must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Contractor.
- (d) Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- (e) In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.
- (f) Contractor shall give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts which are harmful to the environment.

**32. INTERPRETATION OF CONTRACT:**

- (a) This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this Contract are of no force. Any oral representations or modifications concerning this Contract shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this Contract except pursuant to specific authority to do so granted by the Commissioners Court.
- (b) If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
- (1) The Schedule of Items/Services
  - (2) Terms and Conditions of Invitation for Bids;
  - (3) General Provisions;
  - (4) Other provisions, whether incorporated by reference or otherwise; and
  - (5) The specifications.
- (c) If any Contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- (d) This Contract shall be governed by the laws of Texas and all obligations are performable in Travis County, Texas.
- (e) If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- (f) Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- (g) The headings in this Contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this Contract.
- (h) Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**33. MODIFICATIONS:**

- (a) The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one of the following:
- (1) Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - (2) Method of shipment or packing.

- (3) Place of deliveries.
- (4) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- (5) Description of items to be provided.
- (f6) Time of performance (i.e. hours of day, days of week, etc.)

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the Contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**34. DESIGNATED COUNTY HOLIDAYS:** Travis County will not accept deliveries on days designated as holidays by Travis County, unless specific prior arrangements have been made. Travis County shall provide a list of the holidays designated for each year upon request. Travis County usually designates 11 days each year as holidays and below is a list of the days usually designated:

| HOLIDAY                     | DAY(S) USUALLY CELEBRATED   |
|-----------------------------|---|
| New Year's Day              | January 1 <sup>st</sup> or Monday after if it falls on a weekend  |
| Martin Luther King, Jr. Day | 3 <sup>rd</sup> Monday in January   |
| President's Day             | 3 <sup>rd</sup> Monday in February  |
| Memorial Day                | 4 <sup>th</sup> Monday in May   |
| Independence Day            | July 4 <sup>th</sup> or Monday after if it falls on a weekend   |
| Labor Day                   | 1 <sup>st</sup> Monday in September   |
| Veteran's Day               | November 11 <sup>th</sup> or Monday after, if it falls on a weekend   |
| Thanksgiving Day            | 4 <sup>th</sup> Thursday AND Friday in November   |
| Christmas Season            | December 25 <sup>th</sup> AND either day before or day after whichever allows a four day weekend, if possible |

**35. PRICE CHANGES:** The prices offered shall remain firm for the period of the Contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the Contractor. If such changes do occur, it will be the responsibility of the Contractor to provide documentation to Travis County substantiating the changes to the bid prices. Any price changes must be approved by Travis County.

**36. INSURANCE AND LIABILITY:** Unless superceded by Special Provisions of this IFB, during the period of this Contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (a) Name county as additional insured as its interests may appear.
- (b) Provide county a waiver of subrogation.
- (c) Provide county with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- (d) Provide the County Purchasing Agent at the address shown on Page 1 of this Contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Contractor must ensure that its insurance certificate contains the Contract number as indicated on the Contract Award form when issued by Travis County.**
- (e) Submit an original certificate of insurance reflecting coverage as follows:

|   |              |
|---|--------------|
| <u>Automobile Liability:</u>                                |              |
| Bodily Injury (Each person)                                 | \$250,000.00 |
| Bodily Injury (Each accident)                               | \$500,000.00 |
| Property Damage   | \$100,000.00 |
| <u>General Liability (Including Contractual Liability):</u> |              |
| Bodily Injury   | \$500,000.00 |
| Property Damage   | \$100,000.00 |
| <u>Excess Liability:</u>                                    |              |
| Umbrella Form   | Not Required |
| <u>Worker's Compensation:</u>                               | Statutory    |

## **Attachment C Specifications**

### **SUMMARY OF WORK**

- 1.1 PURPOSE:** The purpose of this solicitation is to place into operation one or more Painting Services Contract(s) for painting services at Travis County facilities. The term “Contractor” refers to the successful bidder under Travis County IFB No. B1409-008-JT.
- 1.2 SCOPE OF CONTRACT:** This is a countywide Contract for painting services (both interior and exterior). The Contractor will provide all labor, equipment, parts and materials for painting of County facilities. This is a firm, fixed-price, estimated-quantity Contract calling for delivery of the products or services identified in the Schedule of Items at the stated prices submitted by the Contractor in his bid. Upon acceptance of a bid by Travis County Commissioners and issuance of a Contract Award by the Travis County Purchasing Agent, Contractor shall be obligated to deliver the products or services at the stated prices, within the time specified, and in accordance with all terms and conditions contained herein.
- 1.3 WORK SCHEDULE/USE OF PREMISES:**
- A. The Contractor shall schedule interior work during the evening hours of 5:00 p.m. to 7:00 a.m. for Monday through Friday or daytime hours Saturday, Sunday and Holidays, unless directed otherwise on the purchase order. Exterior work may be scheduled on Monday through Friday, Saturday, Sunday and Holidays, as directed by purchase orders.
  - B. During the performance period for work authorized under purchase orders, facilities may be occupied. The Contractor shall coordinate with Facilities Management and occupants to schedule work to minimize conflict and impact on County operations. As outlined above, most interior work will be accomplished during non-business hours. Exterior work may be accomplished during normal business hours with prior approval of Facilities Management. Special instructions concerning work hours permitted will be included in each purchase order.
  - C. The Contractor shall limit use and operation within existing facilities to areas required to perform work. Other areas within facility shall not be disturbed or disrupted. The Contractor shall maintain and keep clear all required fire exit ways throughout facility within and in vicinity of work areas, and coordinate required temporary exits with Facilities Management and local fire authority. Smoking is prohibited within County buildings. Use of toilet facilities within facilities is acceptable on condition that facilities are left as clean or cleaner than when entered.
- 1.4 UTILITIES:** Water and electricity will be furnished at no cost to the Contractor by the County when readily available from County’s existing utility service points. If power or water is not available at the work site, the Contractor will be responsible for providing at his expense, if required.
- 1.5 DOCUMENTATION:**
- A. Work covered under this Contract will be authorized by separate purchase orders for each unit of work. Upon completion of the work, Contractor will be required to provide cost breakdown indicating square footage or number of items of work accomplished against each line item, material cost (for those items ordered on an hourly basis where material

## **SPECIFICATIONS - continued**

costs are authorized) and labor hours used for work authorized on an hourly rate. A copy of this cost breakdown will be provided to the County department requesting the work upon or prior to submitting an invoice to the Travis County Auditor for payment. This will provide the means for the requesting department's verification of services provided.

- B. Once the Contractor has approval to begin work, as evidenced by a valid purchase order, the authorized amount of work cannot be exceeded unless approved by a formal modification of the purchase order or issuance of an additional purchase order for the additional work. Contractor is cautioned that work performed without a valid purchase order issued by the Purchasing Agent County may not pay for. The County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall not proceed with additional services until formally authorized by the Purchasing Agent. If portions of the work approved on the purchase order can proceed, Contractor shall do so while authorization to proceed is generated for work related to the unforeseen condition.
- C. Contractor shall keep the requesting department informed of the work in progress and advise them when a job is complete. Contractor will schedule an inspection of the work with the requesting department. Once all defects are corrected, the Contractor may submit his invoice for payment.

## **2.0 REGULATORY REQUIREMENTS**

2.1 The latest editions of federal, state, industry, and local codes apply to this work.

2.2 The latest editions of the following regulations will apply to this work:

- A. Uniform Building Code (UBC)
- B. Occupational Safety and Health Program (OSHA), and applicable standards.

## **2.3 PERMITS, FEES AND NOTICES:**

- A The Contractor shall secure and pay for building permits and for all legally-required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.
- B County shall reimburse Contractor for such permits, fees, and inspections upon validation of payment.
- C The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- D If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, Contractor shall assume full responsibility therefor and shall bear costs attributable thereto.

## SPECIFICATIONS - continued

### **3.0 SUBMITTALS**

**3.1 SUBMITTAL REQUIREMENTS:** All items of equipment and/or materials that are defined or described in the Contract require submission in accordance with this section. Brochures, samples, certificates of compliance and test reports, as applicable, must be submitted by the Contractor to Facilities Management and approval given by Facilities Management before that item of material is installed under the Contract.

A. All of the data required shall be submitted at one time for each purchase order. Approval of materials, equipment, and methods shall be withheld until all of the required information has been submitted and is in the hands of Facilities Management. All submissions must be in sufficient detail to adequately determine that the item will meet the requirements of the specifications.

**3.2 SUBMITTAL APPROVALS:** At a minimum, the following list of materials will require approval. The Purchasing Agent (administrative issues) or Facilities Management (technical issues) may require additional submittals as deemed necessary. If additional items are required to be submitted, a revised transmittal form shall be prepared by the Contractor and submitted with the additional submittals. The Contractor shall develop a submittal log to track the submission and approval of items. Items previously approved for the same use will not require resubmittal on subsequent Purchase Orders. The Contractor shall not proceed with work using materials that are subject to approval until they are approved.

A. Materials and methods requiring approval, if appropriate, based on purchased order issued:  
Lead-Based Paint Removal Plan  
All Paints, Primers and Varnishes  
Vinyl Corner Guards  
Vinyl Base  
Caulks and Sealant

**3.3 PROCEDURES:**

A. Deliver all submittals to Facilities Management within five (5) calendar days after issuance of the valid purchase order unless otherwise specified, or unless previously approved by Facilities Management for a previous purchase order for the same use.

B. Identify project, Contractor, subcontractor, major supplier. Include specification section number, as appropriate. Identify deviations from Contract documents.

C. Facilities Management's review will be limited to the determination of whether submittals are in conformance with Contract requirements. Approval by Facilities shall not absolve the Contractor from his/her responsibilities for specific performance of the item or items submitted.

D. Submittals shall be accepted only from the Contractor (not sub-contractor or material supplier), who shall check submittals for completeness, accuracy, and conformance with Contract requirements and shall indicate his concurrence on each submittal.

## **SPECIFICATIONS - continued**

- E. Unless otherwise specified, submittals for a specific product/material make, model, formula, etc., will be required only upon first use under the provisions of the Contract, not for each subsequent purchase order issued.

### **3.4 PROPOSED “OR EQUALS” PRODUCTS/MATERIALS:**

- A. Submit proposed “Or Equals” Products/Materials to Facilities Management within five (5) calendar days after the date of a valid purchase order is issued.
- B. List the following information:
  - 1. Proposed item(s).
  - 2. Amounts for all cost variations.
  - 3. Product Data and all information required to determine suitability of the proposed product.
  - 4. Impact on other work.
  - 5. Additional information as requested by Facilities Management.
- C. Approval or rejection of “Or Equals” Products/Materials is at Facilities Management discretion, whose judgment will be final. Factors for acceptability of proposed substitutions are as follows:
  - 1. Quality of materials, structural strength, and details of construction or fabrication.
  - 2. Performance and function.
  - 3. Appearance and finish.
  - 4. Test samples and/or laboratory reports for purpose of exhibiting “or equal” eligibility. Testing if performed will be at Contractor’s expense.
- D. Do not resubmit any previously rejected proposed “Or Equals” products/materials.
- E. Use of approved “Or Equals” Products/Materials does not relieve the Contractor from compliance with the Contract Documents.
- F. If “Or Equals” Products/Materials are installed without prior approval, the Contractor may be required to remove the unauthorized materials and install those specified, at no additional cost to the County.

## **SPECIFICATIONS - continued**

### **3.5 SAMPLES:**

- A. When required by individual specification sections, submit samples that fully illustrate functional characteristics of the product, complete with integral parts and attachments.
- B. Include identification on each sample, giving full information.
- C. Samples will be retained by Facilities Management, except in those instances where the specifications permit use of the sample in the actual work.
- D. Provide field finishes at project as required by individual specifications section. Install sample complete and finished. Acceptable finishes in place may be retained in completed work.

### **3.6 PRODUCT DATA:**

- A. When required by individual specification sections, submit product data that indicates compliance with listed standards.
- B. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the work. Include manufacturer's preparation and installation instructions when required by the specification section.
- C. Trade names of specific products used in this specification are used for purposes of defining general quality and performance. They are not used to preclude the use of products of equal characteristics by other manufacturers. The County reserves the right to determine equality.
- D. The Contractor shall submit complete data including performance and chemical makeup for both the specified and proposed item to Facilities Management with any request for substitutions.

**3.7 MANUFACTURER'S DETAILED INSTRUCTIONS:** Submit the manufacturer's detailed preparation and installation instructions for various materials specified to be installed in accordance with such instructions.

## **4.0 PURCHASE ORDER CLOSE-OUT**

### **4.1 CLOSE-OUT PROCEDURES:**

- A. When the Contractor considers the work authorized by a separate purchase order has reached final completion, submit written certification to Facilities Management that the Contract documents have been reviewed, the work has been inspected, and that the work is complete in accordance with the Contract documents and ready for final inspection.

## SPECIFICATIONS - continued

- B. Provide Facilities Management with a requested date for final inspection not less than one (1) working day prior to the proposed date of final inspection. Facilities Management will coordinate and establish the final inspection date. If deficiencies are identified, a request for re-inspection must be given upon correction of the deficiencies. A copy of a delivery ticket/receipt will be signed by Facilities Management once the work is acceptable. Invoices should reflect the exact Contract line items (including direct reimbursable) as authorized on the purchase order for that work.

### **4.2 FINAL CLEANING:**

- A. Execute following items as appropriate to the work completed prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition.
- C. Clean site; sweep paved areas, rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, tools and equipment from the work site.

- 4.3 WARRANTIES:** Provide all manufacturer's warranty documents required by individual sections.

## **5.0 PAINING**

- 5.1 STATEMENT OF WORK:** The indefinite delivery/indefinite quantity work covered by these specifications consists of furnishing of all labor, equipment and materials for the preparation, exterior and interior painting, and final cleanup of buildings, portions of buildings or other structures and facilities located in Travis County.

### **5.2 SUMMARY:**

- A. **GENERAL:** Work authorized via valid purchase orders under this section is "INTERIOR/EXTERIOR PAINTING".
- B. Briefly and without force and effect upon the Contract documents, the work of this section of the specifications can be summarized as consisting of the preparation, interior and exterior painting, and final cleanup of buildings, and portions of buildings or other structures on County facilities.

- 5.3 COUNTY FURNISHED PROPERTY:** None.



## SPECIFICATIONS - continued

### **5.4 MEASUREMENT OF WORK - UNIT PRICES:**

- A. Measurement of wall shall be based on square feet of wall and trim area determined from the dimensions of the vertical projection of the wall surface from the top of the finished floor, including the bottom of the baseboard and/or shoe mold, or the top of prefinished wainscot to the finished ceiling and the horizontal measurement from one corner of the room where walls intersect vertically to either the extremity of the painting limits on that surface, or the opposite corner of wall being measured.
- B. Measurement of stairway wall shall be based on square feet of wall and trim area determined from dimensions of the vertical projection of the wall surface above the top of the finished treads or wall stringer to the finished ceiling or wall cap and the horizontal measurement as stated in the preceding paragraph.
- C. Measurement of ceilings shall be based on square feet of ceiling area determined from dimensions of the horizontal projection of the painted ceiling surfaces between the finished wall surfaces.
- D. The total area for payment of walls and ceilings is to be calculated with each individual opening of less than 25 square feet (e.g. window, or door) included in the wall and ceiling area measurement. Any individual opening larger than 25 square feet in each area shall be subtracted from the wall and ceiling area measurement.
- E. Measurement of trim (i.e., baseboard, shoe mold, window frame, door frame, ceiling mold, wall stringers in stairways and painted stairway risers, if encountered) shall be included in the wall measurement. If walls are not being painted, then trim will be paid on a linear footage basis as per bid items for "paint trim".
- F. Painting and staining by the hour shall be for mechanical equipment (pumps, motors, HVAC units, electrical devices, etc.) furniture, cabinetry, building fixtures, courtroom furnishings, benches, railings and platforms.
- G. Painting and staining doors shall be based on each unit with size of door to be 36" x 96" or less. Doors larger than this typical size will be estimated and paid based on square footage measurement for the appropriate substrate material.

**5.5 PAYMENT:** Payment for painting miscellaneous surfaces shall be made at the Bid Price submitted by Contractor in his Bid for areas that are actually painted. Hourly rate work actually accomplished will be paid at the rate bid/awarded. Contractor is cautioned not to exceed the area or hourly estimates included on the purchase order without formal authorization from the Purchasing Agent.

### **5.6 REFERENCES:**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions (if any) and other Specifications sections, apply to all work performed under the Contract.

## **SPECIFICATIONS - continued**

- B. Safety Requirements during all phases of work performed under the Contract are to be governed, at all times, by applicable provisions of federal laws and OSHA standards, including but not limited to, the latest edition of the following:
1. Part 1926 - Chapter of Title 29, Code of Federal Regulations.
  2. Corps of Engineers Safety and Health Requirement Manual, EM385-1-1.
  3. Occupational Safety and Health Program, and applicable standards.

### **5.7 DEFINITIONS:**

- A. Paint: as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- B. Surface area: as used herein to include all sheetrock, metal siding, masonry, stucco, plaster, wood and concrete substrates which will receive paint.
- C. Trim: to include all facia, softies, window trim, door trim, jams, moldings, crown moldings, chair rails and crash rails.
- D. Door: to include all units with size of 36" x 96" or less.

### **5.8 DESCRIPTION:**

- A. Work includes painting and finishing of existing interior/exterior exposed items and surfaces. Typical interior paint job would be repainting 1000 square feet or more of previously painted surface area. Typical exterior paint job would also be 1000 square feet or more of previously painted surface area.
- B. The Contractor shall apply paint and trim in accordance with this specification and as per Facilities Management direction as indicated on the authorizing purchase order.
- C. The Contractor shall remove and replace deteriorated window putty and caulking, patch sheetrock, masonry, repair loose or missing facia, repair damaged stucco, caulk all windows, and caulk joint between stucco and block. These costs will be paid on a unit price basis if covered under Group "B" or otherwise time and material basis using rates bid under Group "C".
- D. The Contractor shall clean paint spots from the interior/exterior face of window and door glass. Leave glass clean.
- E. Screens shall be removed and windows shall be caulked, painted, and reputtied as required. Correctly rehang screens and fasten in place.

## SPECIFICATIONS - continued

- F. The Contractor shall not paint:
1. Aluminum, bronze, galvanized, stainless steel non-ferrous metal work; unless specifically directed to do so by the purchase order.
  2. Surfaces concealed in walls and above solid ceilings.
  3. Non-metallic walking surfaces.
  4. Factory finished surfaces.
  5. Ceramic tile and plastic surfaces.
  6. Unpainted aluminum.
  7. Nameplates on Electrical and HVAC equipment.
  8. County emblems on facilities.
  9. Surfaces indicated not to be painted.

### **5.9 ADDITIONAL SUBMITTALS:**

- A. List of Paint Materials: Prior to submittal of Samples, submit a complete list of proposed paint materials, identifying each material by manufacturer's name, product name and number, including primers, thinners, and coloring agents, together with manufacturers, catalog data fully describing each material as to contents, recommended usage, and preparation and application methods. Identifying which surfaces shall receive the various paint materials. Do not deviate from approved list without Facilities Management approval.
- B. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed to use including:
1. Material Safety Data Sheet
  2. Technical Specifications
- C. Samples: Prior to beginning work, Contractor will furnish 3 sets of (preferably 8 1/2 x 11 inch, 3 hole punched) color boards for surfaces to be painted (manufacturer's standard color charts/boards are acceptable). Use colors specified by County when preparing samples for review. Submit samples for Facilities Management review of color and texture only. Provide a listing of material and application for each coat of finish example. Provide two brush-out samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Facilities Management until acceptable sheen, color, and texture is achieved.

## **SPECIFICATIONS - continued**

- D. The Contractor shall submit to Facilities Management samples of all materials in quantities and sizes determined by Facilities Management. If a sample is rejected, one sample noted so will be returned to the Contractor. If a sample is marked "Approved Except As Noted", one sample so noted will be returned. Corrected samples shall be resubmitted for approval as per the original submittal.
- E. When requested by Facilities Management, the Contractor shall deliver to Facilities Management signed certificates from suppliers of materials and manufactured items stated that such items conform to the Contract Documents.

### **5.10 QUALITY ASSURANCE:**

- A. Preparation, application, workmanship, completion, and acceptance shall be in accordance with manufacturer's recommendations and applicable provisions of Painting and Decorating Contractors of America "Painting Specification Manual" for Type 1, Standard job. All painting, whether interior or exterior, partial or complete, shall include all work necessary for a finished job, including windows, door frames, trim, molding, closets, and shelves. Unit prices shall include all costs for surface preparation, caulking, spot priming, moving, protecting furniture and other requirements as specified in other paragraphs. Tear down, movement and reassembly of systems furniture is not included in scope of this contract.
- B. Paint shall be carefully applied with good, clean brushes, rollers, or approved airless spray equipment (must be authorized for that purchase order) to provide smooth-finished surfaces free from runs, drops, ridges, waves, laps, brush marks, variations in color, or other defects. Allow time between coats, as recommended by the coating manufacturer, to permit thorough drying. Each coat shall cover the surface of the preceding coat or surface completely and be of sufficient thickness to completely cover the preceding coat or surface.
- C. Where specific instruction in these Specifications require that a particular product and/or materials be installed and/or applied by an "approved applicator" of the manufacturer, it shall be the Contractor's responsibility to insure that all subcontractors used for such work use approved applicators.
- D. Provide primers and other undercoat paint compatible with finish coats and per manufacturer's instructions. Use only thinners approved by paint manufacturer, and use thinners only within manufacturer's recommended limits.
- E. The Contractor and his subcontractors shall comply with applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement.
- F. The Contractor shall clean up and properly dispose of all liquid spills caused by him or his subcontractors at no cost to the County.

## SPECIFICATIONS – continued

### **5.11 DELIVERY, STORAGE AND HANDLING:**

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
  - 1. Manufacturer's name.
  - 2. Application instructions.
  - 3. Color name and number.
  - 4. Material Safety Data Sheet (full set will be maintained at job site for all materials used).
- B. Store material not in actual use in tightly covered containers. Maintain containers used for storage of paint in a clean condition, free of foreign material and residue.
- C. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing, and application of paints.
- D. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site.

### **5.12 PROJECT/SITE CONDITIONS:**

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50° F (10° C) and 90°F (32° C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45° F (8° C) and 95° F (35° C), unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
- D. The Contractor shall limit his use of the premises to the work indicated, so as to allow for County occupancy and use by the public.
- E. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in performance of the services.

## **SPECIFICATIONS - continued**

- F. Protect all painting while in progress and cover and protect adjoining surfaces and property of others from damage. Exercise care to prevent paint from contacting surfaces not to be painted. During painting of interior/exterior work, cover furniture, equipment, windows, doors, concrete, and other surfaces not to be painted.
- G. Contractor shall, at his own expense, move and/or disconnect all fixtures, equipment, and plumbing work, etc., that is necessary to accomplish the work. Upon completion of work all items shall be installed in good working order. The work shall be accomplished in a manner which will cause a minimum of disturbance to adjacent structures and work areas and their occupants; will result in a maximum of salvageable material; and will preclude damage to structures, equipment and systems not designated for removal. Contractor shall take any measures necessary to insure that existing construction is not damaged by his operations. Contractor shall replace or repair any features damaged by his operations in a manner satisfactory to Facilities Management. Contractor will not be required to tear down and erect systems furniture.
- H. Electrical power and water will be available at existing sources without cost to the Contractor.
- I. Stack all supplies in one area in a neat and orderly manner at the end of each workday. Provide all refuse containers. Do not use any containers already on site. Upon completion of each purchase order, remove all staging, scaffolding, and containers from the area in an orderly manner. Paint spots, oil or stains on adjacent surfaces shall be removed causing no damage to these surfaces. Break loose all doors and windows, and demonstrate that they work. Door and window finishes damaged by being broke loose will be touched up by the Contractor. Leave each area of a completed facility neat and clean.
- J. Place oily rags in waste self-closing metal containers, removed from site at the end of each day. Do not let rags and waste accumulate.

### **5.13 SEQUENCING AND SCHEDULING:**

- A. The individual purchase orders will identify the services required.
- B. Each facility or area assigned shall be completed, including patching, all painting, and cleanup of work area.
- C. The Contractor shall schedule work area/facility to be painted [five] days prior to performing work. He shall inspect the building and, if any debris must be removed or any foliage needs to be cut back from his work area, he shall notify Facilities Management five days prior to painting. Facilities Management will remove debris or cut back the foliage.
- D. Facilities Management shall be notified by the Contractor three to five days prior to start of work. The notification will include the Contractor's name, date the work will begin, and a brief description of what must be removed, by the occupant, to prevent damage. Spraying will be allowed "by exception" rather than "the rule".

## SPECIFICATIONS - continued

- E. The Contractor shall place signs two days prior to spraying wherever vehicles or material assets may be in jeopardy. The Contractor shall be responsible for controlling oversprays. Contractor may use spray application only if approved by Facilities Management for that purchase order.

**5.14 WARRANTIES:** Warranties of those materials on which the vendor/manufacturer normally provides warranties shall be submitted to Facilities Management prior to final acceptance. Warranties shall reflect a description of the product, the serial number of the product, the date and location where it was incorporated into the work, the conditions of the warranty, the name of the vendor from whom the product was purchased, the name of the purchaser, his purchase order number, and date. All work shall be warranted for a period of one (1) year from the date of final acceptance. Facilities Management will monitor performance of paint and/or repairs and notify Contractor of those surfaces not acceptable prior to expiration of the warranty period. Contractor shall be required to repaint finishes showing deterioration, fading, flaking or peeling during this warranty period.

**5.15 ACCEPTABLE MANUFACTURERS:**

- A. Provide various types of coatings that meet or exceed Federal Specifications or Manufacturer products in the interior/exterior paint schedule which are regularly manufactured by acceptable paint materials manufacturers. Material not displaying manufacturer's identification will not be acceptable.

1. Proprietary names used to designate colors or material are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include; but are not limited to, the following:

Devoe and Reynolds Co. (Devoe)  
Glidden Coatings and Resins, Division of SCM Corporation (Glidden)  
Benjamin Moore and Co. (Moore)  
PPG Industries, Pittsburgh Paints (Pittsburgh)  
Sherwin Williams  
MAB Paints and Coatings

**5.16 COLORS:**

- A. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

1. Lead content in pigment, if any, is limited to contain not more than 0.06% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.

## **SPECIFICATIONS - continued**

2. This limitation is extended to those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven years of age.

B. Acceptable Colors:

1. Unless otherwise directed, colors shall be as selected by Facilities Management from the manufacturer's standard color charts. Acceptable colors will be identified on each purchase order.

**5.17 EXAMINATION:** The Contractor must examine areas and conditions under which painting work is to be applied and notify the Facilities Management in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner that meet manufacturer's specifications or are acceptable to Facilities Management.

**5.18 PREPARATION:**

A. General Preparation:

1. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
2. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Facilities Management in writing of any anticipated problems in using the specified coating systems with substrates primed by others. Exposed ferrous metals, including nails on or in contact with surfaces to be painted with water-thinned paints, shall be spot-primed with a corrosion inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the area.
3. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items. Removal of tape and protective barriers and cleaning of any tape or protective residues will be performed by the Contractor. NOTE: Contractor will not be required to tear down or erect systems furniture. This service will be provided by others. Contractor will be required to coordinate his painting operations with contractor providing systems furniture support.



## SPECIFICATIONS - continued

4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Cleaning solvents shall be of low toxicity with a flashpoint in excess of 100 degrees Fahrenheit. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly painted surfaces. Where runs and sags exist from previous painting on any surface, the area shall be scraped and sanded until the surface is smooth and the run or sag is not visible
- B. Drywall: Wherever repainting existing surfaces or existing work is cut, patched, or added to, touch up to match new work as closely as possible.
1. Check compatibility of new coating to previously painted surfaces by applying test patch. Allow to dry and test adhesion before continuing painting work.
  2. Put existing work scheduled for repainting in condition to provide good adhesion and to receive paint.
  3. Wash surfaces to be repainted thoroughly and/or sand to meet paint manufacturer's recommendations.
  4. Remove residue from cleaning and abrading procedures.
  5. Spot prime bare areas on walls and ceiling.
  6. On surfaces to be refinished remove hardware, accessories, plates, surface mounted lighting fixtures, and similar items not to be coated, or provide protection during preparation and coating operations. All nails, screws and other devices installed by tenants to hang pictures, dispensers, coat racks and wall decorations shall be removed by the Contractor prior to painting.
  7. Move furniture, furnishings, equipment and other items as required to paint existing surfaces. Replace furniture, furnishings and equipment to original location. NOTE: Removal and re-installation of systems furniture will be by others. Contractor will need to coordinate his schedule with Facilities Management for proper sequencing of work.
  8. Coordinate storage location, mechanical, electric or plumbing service interruptions with other trades and Facilities Management.
  9. All holes and other imperfections in surfaces to be painted shall be filled with an approved filler material, colored to match the finish coat if natural finish is required, allowed to dry and then sanded prior to painting.

## SPECIFICATIONS - continued

10. Upon completion of surface preparation, obtain approval of Facilities Management on adequacy of surface preparation prior to placing finish coat (unless previously authorized to proceed with work by Facilities Management).
  11. Mix and prepare materials per manufacturer's specifications. Paints of different manufacturers shall not be mixed. Stir, agitate or blend materials to produce a mixture of uniform density as required for application of materials.
- C. Concrete: Prepare by removing efflorescence, chalk, dirt, grease, oil, old weathered paint, and by roughing to remove glaze. Remove surface deposit of free iron. Fill cracks, holes, and other blemishes with Portland cement, patching plaster or a stiff paste mixed of finish paint and fine sand, finished to match adjoining surfaces. Remove glaze by sanding, wire brushing, or light brush-off sandblasting. Neutralize all alkali conditions according to the paint manufacturer's directions. Dry surfaces to receive breathing type latex paints at least two weeks, free of visible moisture. Dry the surfaces to receive oil, alkyd, or epoxy based paint until the moisture content does not exceed 8% when tested with an electronic moisture-measuring instrument.
- D. Ferrous Metal: Degrease and clean of chalk, dirt, rust, mill scale, oil, and all other foreign matter using rotary brushes, solvents, or sandblasting. Remove pits and welding slag, and clean surfaces to bright metal before priming. Spot prime exposed metal. Apply metal primer not more than three hours after preparation. Sandblasting must be specifically authorized on the Purchase Order.
- E. Factory Painted Metal Siding: Thoroughly remove the chalking down to a firm substrate material. Use wash down/scrub down operations. Prepare for the undercoating.
- F. Oil Painted Metal Surfaces: Thoroughly remove the chalking down to a firm substrate.
- G. Caulking: Scrape deteriorated caulking from facilities. Apply new caulk to present an even, neat appearance.
- H. Putty: Scrape, chip, and clean old putty from surfaces. Replace with new putty finished to match the quality of the surface appropriate to the rework.
- I. Shop Coated Metal: Degrease and clean of foreign matter. Clean and spot paint field connections, welds, soldered joints, burned, or abraded portions with same material used in shop coats. After complete hardening, sand entire surfaces for coat to follow.
- J. Galvanized Metal: Degrease and clean of foreign matter. Apply specified pretreatment and immediately apply primer paint.
- K. Surfaces Not Mentioned: Prepare surfaces according to recommendations of the paint manufacturer and as approved.

## **SPECIFICATIONS - continued**

- L. General: Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- M. Material Preparation:
  - 1. Mix and prepare painting materials in accordance with manufacturer's directions.
  - 2. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
  - 3. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  - 4. Do not mix together paints of different manufacturers. The use of thinner for any reason will not relieve the Contracting from obtaining complete hiding.

### **5.19 APPLICATION:**

- A. Methods:
  - 1. Brush/Roller: Unless otherwise specified, use brush or brush and roller combination. Finish trim surfaces with a brush.
  - 2. Spray Equipment: Strictly controlled spray equipment will be allowed by Facilities Management, but only under the following conditions:
    - a. Type of Equipment: Use strictly controlled, airless spray equipment of the type that limits overspray. The operator should be a Journeyman, well qualified in the use of airless sprayer.
    - b. The County reserves the right to withdraw permission to spray paint at any time. Such a decision can be based on inclement weather, poor performance of spray equipment, poor workmanship, or when surfaces adjoining the work area are threatened by the spray operations.
- B. Techniques:
  - 1. Apply paint in accordance with manufacturer's directions.
  - 2. Apply first-coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration (for new work -- not required for repainting).
  - 3. Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others. (Repainting is not required for new work)

### **SPECIFICATIONS - continued**

- a. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
  - b. Allow sufficient time between successive coatings to permit proper drying as per manufacturer's recommendations.
  - c. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
4. Apply the paint so that hiding of undercoats will be complete. Apply each coat at the proper consistency, free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture and finish.
- a. The paint specified will cover in no more than two coats. If the paint fails to cover due to light application, over-thinning, use of inferior product, or any other reason, the Contractor shall repair the defective area at no additional cost to the County.
  - b. Application: Repaint drywall surfaces with a minimum of one coat of finish paint or as many coats as necessary to cover all noticeable imperfections. This includes removing/correcting hot or "slick spots" or flat spots on walls that are perpendicular to windows/doors and natural light or any other obviously noticeable imperfections viewed from a distance greater than 5 feet.
  - c. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - d. Sand lightly between each succeeding enamel or varnish coat.
  - e. Do not use steel wool to prepare surfaces that will receive water-based coatings.
  - f. Finish doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

#### **5.20 CLEAN UP:**

- A. During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- B. Upon completion of painting work, clean window glass or other paint-splattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surface.

## SPECIFICATIONS - continued

- C. Carefully touch-up all abraded, stained, or otherwise disfigured painting, as approved, and leave entire painting in first-class condition.
- D. Remove all tape and protective barriers. Clean any tape and protective residues from the surfaces.

### 5.21 PROTECTION:

- A. Protect all vegetation/landscaping, carpets, ceiling/floor tiles and millwork adjacent to work area and work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Facilities Management.
- B. Provide “Wet Paint” signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, and “Wet Paint” signs after completion of painting operations.
- C. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

### 5.22 PAINT SCHEDULE

- A. Provide the following paint systems for the various substrates, as indicated. The following list of products indicate approved equals for meeting the technical product specifications herein.  
**Interior products meet the requirements of LEED-NC 2.2.**

- 1. **Interior Gypsum Wallboard or Plaster Surfaces** (New Work – For repainting, omit prime coat and third coat unless required for coverage).
  - a. **First Coat:** PPG Speedhide Interior Latex Primer Sealer 6-2.  
SW Progreen 200 Voc Primer, B28W600
  - b. **Second Coat:** PPG Pitt-Glaze WB Water Borne Acrylic Epoxy 16-551 Series  
SW Hi Build Waterbased Catalyzed Epoxy
  - c. **Third Coat:** PPG Pitt-Glaze WB Acrylic Epoxy 16-551 Series  
SW Hi Build Waterbased Catalyzed Epoxy
- 2. **Interior Gypsum Wallboard** (New Work – For repainting, omit prime coat and third coat unless required for coverage).
  - a. **First Coat:** PPG Speedhide Latex Primer Sealer 6-2  
SW Progreen 200 Primer, B28W600
  - b. **Second Coat:** PPG Wallhide Latex Eggshell Enamel 80-310 Series  
SW Progreen 200 Latex Eg-Shell, B20W600
  - c. **Third Coat:** PPG Wallhide Latex Eggshell Enamel 80-310 Series  
SW Progreen 200 Latex Eg-Shell, B20W600
- 3. **Interior Plaster and Veneer Plaster** (New Work – For repainting, omit prime coat and third coat unless required for coverage).

## SPECIFICATIONS – continued

- a. **First Coat:** PPG Speedhide Latex Primer Sealer 6-2  
SW Progreen 200 Primer, B28W600
- b. **Second Coat:** PPG Wallhide Latex Eggshell Enamel 80-310 Series  
SW Progreen 200 Latex Eg-Shell, B20W600
- c. **Third Coat:** PPG Wallhide Latex Eggshell Enamel 80-310 Series  
SW Progreen 200 Latex Eg-Shell, B20W600

### 4. Exterior Concrete Masonry Units

- a. **Lusterless (Flat) Acrylic Finish:** 2 coats over filler coat.
- b. **Filler Coat:** Block Filler for Porous Surfaces (New work only).  
PPG Speedhide Latex Block Filler 6-7.  
SW Preprite Block Filler, B25W25.
- c. **First and Second Finish Coats:** 100% Acrylic Finish.  
PPG Speedhide Exterior Latex Flat 6-610 Series.  
SW A100 Exterior Latex, A6 Series.

### 5. Exterior General Painted Wood

- a. **Latex Satin Finish:** 2 finish coats over primer.
- b. **Prime Coat:** Exterior 100% Acrylic Latex Primer:  
PPG SealGrip Latex Universal Primer/Sealer 17-921  
SW Preprite Latex Problock Primer, B51W20
- c. **First and Second Finish Coats:** 100% Acrylic Finish.  
PPG Speedhide Exterior Latex Satin 6-2045 Series  
SW A100 Exterior Latex Satin, A82 Series.

### 6. Exterior Painted Wood Trim:

- a. **Latex Satin Finish:** 2 finish coats over primer.
- b. **Prime Coat:** Exterior 100% Acrylic Latex Primer:  
PPG SealGrip Latex Universal Primer/Sealer 17-921  
SW Preprite Latex Problock Primer, B51W20
- c. **First and Second Finish Coats:** 100% Acrylic Finish.  
PPG Speedhide Exterior Latex Satin 6-2045 Series.  
SW A100 Exterior Latex Satin, A82 Series.

### 7. Exterior Painted Plywood:

- a. **Latex Satin Finish:** 2 finish coats over primer.
- b. **Prime Coat:** Exterior 100% Acrylic Latex Primer:  
PPG SealGrip Latex Universal Primer/Sealer 17-921.  
SW Preprite Latex Problock Primer B51W20.

## SPECIFICATIONS – continued

- c. **First and Second Finish Coats:** 100% Acrylic Finish.  
PPG Speedhide Exterior Latex Satin 6-2045 Series.  
SW A100 Exterior Latex Satin, A82 Series.
  
- 8. **Exterior Stained Wood:** 2 Coats Semi-Transparent Latex Stain  
  
PPG SUN-PROOF Semi-Transparent Stain 77-1460.  
SW Woodscapes Water Borne Semi-Transparent Stain A15T5.
  
- 9. **Interior or Exterior Ferrous Metal:**
  - a. **Latex Semi-Gloss Enamel:** 2 finish coats over primer. Primer is not required on items delivered shop primed.
  
  - b. **Prime Coat:** Water-Borne Rust-Inhibiting Primer.  
PPG Pitt-Tech® Plus Int./Ext. DTM Industrial Primer, 90-912 Series  
SW DTM Acrylic Primer/Finish B66W1.
  
  - c. **First and Second Finish Coats:** Lusterless Latex Enamel  
PPG Pitt-Tech® Plus Int./Ext. Satin DTM Industrial Enamel 90-1210.  
SW DTM Acrylic Coating Semi-Gloss, B66W200.
  
- 10. **Interior or Exterior Zinc-Coated Metal:**
  - a. **High Gloss Latex Enamel:** 2 Finish coats over primer.
  
  - b. **Prime Coat:** Water-Borne Rust-Inhibiting Primer.  
PPG Pitt-Tech® Plus Int./Ext. DTM Industrial Primer 90-912 Series  
SW DTM Acrylic Primer/Finish, B66W1
  
  - c. **First and Second Finish Coats:** High Gloss Latex Enamel  
Pitt-Tech® Plus Int./Ext. High Gloss DTM Industrial Enamel 90-310  
SW DTM Acrylic Coating Gloss, B66W100

**Attachment D  
Ethics Affidavit**

**Supplier: GGs Construction**

STATE OF TEXAS  
COUNTY OF TRAVIS

**ATTACHMENT 1  
ETHICS AFFIDAVIT**

Date: **10/24/14**  
Name of Affiant: **Rolando Osorio**  
Title of Affiant: **President**  
Business Name of Affiant: **GG's Construction, LLC**  
Business Address  
**13608 Bullick Hollow Road**  
**Austin, Texas, 78726**  
County of Bidder: **TRAVIS**

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this Invitation for Bid which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bid.

**Rolando Osorio**  
Signature of Affiant

**13608 Bullick Hollow Road**

**Austin, Texas 78726**

Address



## ATTACHMENT 2

Bidder acknowledges that Bidder is doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key contracting persons and warrants that these are the only such key contracting persons:

**Jorge Talavera**  
**Lance Pearson**  
**Rony Aouad**  
**Richard Villareal**

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365 day period immediately prior to the date on which this bid is due with any key contracting person.

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**August 28, 2014**

**CURRENT**

| Position Held                               | Name of Individual<br>Holding Office/Position | Name of Business<br>Individual is Associated |
|---|---|--|
| County Judge                                | Samuel T. Biscoe                              |  |
| County Judge (Spouse)                       | Donalyn Thompson-Biscoe                       |  |
| Executive Assistant                         | Cheryl Brown                                  |  |
| Executive Assistant                         | Melissa Velasquez                             |  |
| Executive Assistant                         | Josie Z. Zavala                               |  |
| Executive Assistant                         | David Salazar                                 |  |
| Commissioner, Precinct 1                    | Ron Davis                                     |  |
| Commissioner, Precinct 1 (Spouse)           | Annie Davis                                   | Seton Hospital                               |
| Executive Assistant                         | Deone Wilhite                                 |  |
| Executive Assistant                         | Felicitas Chavez                              |  |
| Executive Assistant                         | Sue Spears                                    |  |
| Commissioner, Precinct 2                    | Bruce Todd                                    |  |
| Commissioner, Precinct 2 (Spouse)           | Elizabeth Christian                           | Consultant                                   |
| Executive Assistant                         | Sara Krause*                                  |  |
| Executive Assistant                         | Joe Hon                                       |  |
| Executive Assistant                         | Peter Einhorn                                 |  |
| Commissioner, Precinct 3                    | Gerald Daugherty*                             |  |
| Commissioner, Precinct 3 (Spouse)           | CharylN Daugherty                             | Consultant                                   |
| Executive Assistant                         | Bob Moore*                                    |  |
| Executive Assistant                         | Martin Zamzow*                                |  |
| Executive Assistant                         | Madison A. Gessner*                           |  |
| Commissioner, Precinct 4                    | Margaret Gomez                                |  |
| Executive Assistant                         | Edith Moreida                                 |  |
| Executive Assistant                         | Norma Guerra                                  |  |
| County Treasurer                            | Dolores Ortega-Carter                         |  |
| County Auditor                              | Nicki Riley                                   |  |
| County Executive, Administrative            | Vacant  |  |
| Interim County Executive, Planning & Budget | Leroy Nellis*                                 |  |
| County Executive, Emergency Services        | Danny Hobby                                   |  |
| County Executive, Health/Human Services     | Sherr E. Fleming                              |  |
| County Executive, TNR                       | Steven M. Manilla, P.E.                       |  |
| County Executive, Justice & Public Safety   | Roger Jefferies                               |  |
| Director, Facilities Management             | Roger El Khoury, M.S., P.E.                   |  |
| Chief Information Officer                   | Tanya Acevedo                                 |  |
| Director, Records Mgmt & Communications     | Steven Broberg                                |  |
| Travis County Attorney                      | David Escamilla                               |  |
| First Assistant County Attorney             | Steve Capelle                                 |  |
| Executive Assistant, County Attorney        | James Collins                                 |  |
| Director, Land Use Division                 | Tom Nuckols                                   |  |
| Attorney, Land Use Division                 | Julie Joe                                     |  |
| Attorney, Land Use Division                 | Christopher Gilmore                           |  |
| Director, Transactions Division             | John Hille                                    |  |
| Attorney, Transactions Division             | Daniel Bradford                               |  |
| Attorney, Transactions Division             | Elizabeth Winn                                |  |
| Attorney, Transactions Division             | Mary Etta Gerhardt                            |  |
| Attorney, Transactions Division             | Barbara Wilson                                |  |
| Attorney, Transactions Division             | Jennifer Kraber*                              |  |
| Attorney, Transactions Division             | Tenley Aldredge                               |  |
| Director, Health Services Division          | Beth Devery                                   |  |
| Attorney, Health Services Division          | Prema Gregerson                               |  |

|  |                                      |
|--|--------------------------------------|
| Purchasing Agent .....                 | Cyd Grimes, C.P.M., CPPO             |
| Assistant Purchasing Agent .....       | Elaine Casas, J.D.*                  |
| Assistant Purchasing Agent .....       | Marvin Brice, CPPB                   |
| Assistant Purchasing Agent .....       | Bonnie Floyd, CPPO, CPPB             |
| Purchasing Agent Assistant IV .....    | CW Bruner, CTP, CPPB                 |
| Purchasing Agent Assistant IV .....    | Lee Perry                            |
| Purchasing Agent Assistant IV .....    | Jason Walker                         |
| Purchasing Agent Assistant IV .....    | Richard Villareal                    |
| Purchasing Agent Assistant IV .....    | Patrick Strittmatter, CPPB           |
| Purchasing Agent Assistant IV .....    | Lori Clyde, CPPO, CPPB, CTPE         |
| Purchasing Agent Assistant IV .....    | Scott Wilson, CPPB                   |
| Purchasing Agent Assistant IV .....    | Jorge Talavera, CPPO, CPPB           |
| Purchasing Agent Assistant IV .....    | Loren Breland, CPPB                  |
| Purchasing Agent Assistant IV .....    | John E. Pena, CTPM, CPPB             |
| Purchasing Agent Assistant IV .....    | Angel Gomez                          |
| Purchasing Agent Assistant IV .....    | Jesse Herrera, CPPB, CTPM, CTCM, CTP |
| Purchasing Agent Assistant III .....   | Vacant                               |
| Purchasing Agent Assistant III .....   | David Walch                          |
| Purchasing Agent Assistant III .....   | Michael Long, CPPB                   |
| Purchasing Agent Assistant III .....   | Sydney Ceder                         |
| Purchasing Agent Assistant III .....   | Ruena Victorino                      |
| Purchasing Agent Assistant III .....   | Rachel Fishback                      |
| Purchasing Agent Assistant II .....    | L. Wade Laursen                      |
| Purchasing Agent Assistant II .....    | Sam Francis                          |
| HUB Coordinator .....                  | Sylvia Lopez                         |
| HUB Specialist .....                   | Betty Chapa                          |
| HUB Specialist .....                   | Jerome Guerrero                      |
| Purchasing Business Analyst .....      | Scott Worthington                    |
| Purchasing Business Analyst .....      | Rosalinda Garcia                     |
| Facilities Management Department ..... | John Carr                            |
| Facilities Management Department ..... | Lloyd Evans                          |
| Facilities Management Department ..... | Rony Aouad                           |

**FORMER EMPLOYEES**

| <u>Position Held</u>                      | <u>Name of Individual<br/>Holding Office/Position</u> | <u>Date of Expiration</u> |
|---|---|---------------------------|
| Purchasing Agent Assistant III .....      | Shannon Pleasant .....                                | 08/22/15                  |
| Purchasing Business Analyst .....         | Jennifer Francis .....                                | 11/29/14                  |
| Executive Assistant .....                 | Barbara Smith .....                                   | 01/15/15                  |
| Attorney, Transactions Division .....     | Jim Connolly .....                                    | 02/28/15                  |
| County Executive, Planning & Budget ..... | Leslie Browder .....                                  | 03/31/15                  |

\* - Identifies employees who have been in that position less than a year.

# Attachment E HUB Declaration and List of Subcontractors

Supplier: GG's Construction

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business Enterprise goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

**Overall MBE Goal:** 14.1%; **Sub-goals:** 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American

**Overall WBE Goal:** 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: **GG'S Construction, LLC**

Certified as a HUB or an MBE/WBE/DBE source:  Yes  No HUB Status (Gender & Ethnicity): **Hispanic**

If yes, by whom:  **Texas Building and Procurement Commission**  **City of Austin**  **Texas Unified Certification Program**

## SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: [www.tbpc.state.tx.us/cmb/](http://www.tbpc.state.tx.us/cmb/); City: [www.ci.austin.tx.us/purchase/default.htm](http://www.ci.austin.tx.us/purchase/default.htm); TUCP: [www.dot.state.tx.us/business/tucpinfo.htm](http://www.dot.state.tx.us/business/tucpinfo.htm)

## LIST OF CERTIFIED HUB SUBCONTRACTORS

*(DUPLICATE AS NECESSARY)*

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: **n/a**% (List HUB Subcontractor information below).

HUB Subcontractor Name: **n/a** HUB Status (Gender & Ethnicity): **n/a**

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: **n/a** City: **n/a** State: **n/a** Zip: **n/a**

Contact Person: **n/a** Title: **n/a** Phone No.: **n/a**

Subcontract Amount: \$ Description of Work to be Performed:

**All work to be performed by GG's Construction, LLC employees. Materials will be purchased directly from the manufacturer**

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

## Attachment F Safety Record Questionnaire

Supplier: GGs Construction

### SAFETY RECORD QUESTIONNAIRE PART A – SAFETY RECORD QUESTIONNAIRE FOR PRIME CONTRACTOR *(Part A must be submitted by prime contractor with bid.)*

The Travis County Commissioners Court desires to avail itself of the benefits of Section 271.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 271.0275 of the Local Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three (3) questions and submit them with their bids:

#### QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES                          NO

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION TWO**

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

YES  NO

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION THREE**

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES  NO

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

On all projects having an estimated construction budget range of One Million Dollars (\$1,000,000) or higher, it is the sole responsibility and obligation of the bidder to ensure that all subcontractors performing any part of the work on this project disclose to the bidder their safety records. The bidder may fulfill this obligation by distributing the "Safety Record Questionnaire for Subcontractors" form included in this solicitation as Part B of this form to all subcontractors and verifying to County that the forms have been completed and returned to the bidder. All safety records are subject to County's review upon request.

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Rolando Osorio  
Signature  
Business Manager  
Title

## Attachment G References

### Supplier: GGs Construction

**REFERENCES:** Vendor shall complete and return concurrently with this solicitation to the Travis County Purchasing Office. At least three references must be identified. References listed must have done similar business with the vendor within the past two (2) years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Offers will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

- 1) AGENCY NAME:: **Eanes Independent School District**  
  
ADDRESS: **4100 Westbank Dr,  
  
Austin, Texas**  
  
POINT OF CONTACT: **John Trigg/Maintenance Supervisor**  
  
PHONE NUMBER: **(512) 785-5635 Email: jtrigg@eanesisd.net**  
  
ADDITIONAL DETAILS: **Painting Services**
  
- 2) AGENCY NAME:: **City of Austin**  
  
ADDRESS: **P.O. Box. 2135  
  
Austin, TX**  
  
POINT OF CONTACT: **Mr. Mark Northcutt**  
  
PHONE NUMBER: **512-974-3972 Email:  
mark.northcutt@austintexas.gov**  
  
ADDITIONAL DETAILS: **Painting Services**
  
- 3) AGENCY NAME:: **Round Rock ISD**  
  
ADDRESS:  **Round Rock, Texas**  
  
POINT OF CONTACT: **David Koch**  
  
PHONE NUMBER: **512-743-4857 Email;  
david\_koch@roundrockisd.org**  
  
ADDITIONAL DETAILS: **Painting Services**

## **Attachment H Experience Verification**

**Supplier: GGs Construction**

### **EXPERIENCE VERIFICATION**

**Company Name: GG'S Construction, LLC**

**Address: 13608 Bullick Hollow Road**

**City/State/Zip: Austin, TX. 78726**

**Phone: 512-257-8075 Fax: 512-219-5209**

**Contact Person: Rolando Osorio**

**Title: President**

**Years in Business: 17**