



Amendment No. 3  
to  
Contract No. NA140000041  
for  
Cleaning and Closed Circuit Television Inspection of Storm Drain Infrastructure  
for Watershed Protection Department  
between  
All Points Inspection Services, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 12, 2016, the term for the extension option will be December 12, 2016 to December 11, 2017. One option remain.
- 2.0 The total contract amount is increased by \$369,075.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/12/13 – 12/11/15	\$738,149.00	\$738,149.00
Amendment No. 1: Change Notice to Work Plan	\$0.00	\$738,149.00
Amendment No. 2: Option 1 12/12/15 – 12/11/16	\$369,075.00	\$1,107,724.00
Amendment No. 3: Option 2 12/12/16 – 12/11/17	\$369,075.00	\$1,476,799.00

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

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

Signature and Date: Alayne Johnson 11/18/16  
Printed Name: Alayne Johnson  
Authorized Representative

Signature and Date: Linell Goodin-Brown 12-8  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

All Points Inspection Services, Inc.  
~~6448 HWY 290 STE C110~~ 6613 Brumbaugh Ln.  
Austin, Texas ~~78723-4068~~  
78754



Amendment No. 2  
to  
Contract No. NA140000041  
for  
Cleaning televising and point repair of Sanitary sewer collection System pipes  
for Watershed Protection Department  
between  
All Points Inspection Services, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 12, 2015, the term for the extension option will be December 12, 2015 to December 11, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$369,075.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/12/13 – 12/11/15	\$738,149.00	\$738,149.00
Amendment No. 1: Change Notice to Work Plan	\$0.00	\$738,149.00
Amendment No. 2: Option 1 12/12/15 – 12/11/16	\$369,075.00	\$1,107,224.00

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

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

Signature and Date: Alayne Johnson 12/9/15  
Printed Name: Alayne Johnson  
Authorized Representative General Manager

Signature and Date: Linell Goodin-Brown 12/14/15  
Linell Goodin-Brown, Contract Compliance Supervisor  
City of Austin  
Purchasing Office

All Points Inspection Services, Inc.  
6448 HWY 290 STE C110  
Austin, Texas 78723-1068



Amendment No. 1  
to  
Contract No. NA140000041  
for  
Cleaning and CCTV Inspection  
Between  
All Points Inspection Services, Inc.  
and the  
City of Austin

1.0 The above referenced Contract is amended as follows:

Section 6.5.1 of the Purchasing Specifications which allows for additions to the Work Plan via a Change Notice to the Work Plan will hereby allow for the following additions to the Bid Sheet:

- |            |   |
|------------|---|
| Line 2.59: | Cleaning-RCP Stormdrain Conduit 8" diameter, circular, light<br>Unit Price: \$2.84  |
| Line 2.60: | Cleaning-RCP Stormdrain Conduit 8" diameter, circular, heavy<br>Unit Price: \$4.00  |
| Line 2.61: | Cleaning-RCP Stormdrain Conduit 10" diameter, circular, light<br>Unit Price: \$2.84 |
| Line 2.62: | Cleaning-RCP Stormdrain Conduit 10" diameter, circular, heavy<br>Unit Price: \$4.00 |
| Line 2.63: | Inspection of RCP stormdrain conduit, 8" diameter, circular<br>Unit Price: \$2.00   |
| Line 2.64: | Inspection of RCP stormdrain conduit, 10" diameter, circular<br>Unit Price: \$2.00  |
| Line 2.65: | Replacing Broken Rings & Covers, 18"<br>Unit Price: \$126.00                        |
| Line 2.66: | Replacing Broken Rings & Covers, 24"<br>Unit Price: \$305.00                        |
| Line 2.67: | Replacing Broken Rings & Covers, 32"<br>Unit Price: \$366.00                        |

1.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.1 is hereby incorporated into and made a part of the above-referenced contract

Signature: \_\_\_\_\_

Ram Wilson  
Sr. Buyer Spec.

City of Austin  
Purchasing Office

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

4/17/15

Signature: \_\_\_\_\_

Printed Name: Alayne Johnson

Authorized Representative  
All Points Inspection Service, Inc.  
6613 Bramber Lane  
Austin, Texas 78754

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

04-17-15





**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

December 12, 2013

All Points Inspection Services, Inc.  
Alayne Johnson  
6613 Bramber Lane  
Austin, TX 78754

Dear Ms. Johnson:

The City of Austin has approved the award and execution of a service contract with All Points Inspection Services, Inc. for cleaning and closed circuit television inspection of storm drain infrastructure in accordance with solicitation SDC0185.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Donna Lee Bliss
Department Contact Email Address:	<a href="mailto:donna-lee.bliss@austintexas.gov">donna-lee.bliss@austintexas.gov</a>
Department Contact Telephone:	(512) 974-2530
Project Name:	Cleaning and CCTV Inspection
Contractor Name:	All Points Inspection Services, Inc.
Contract Number:	NA140000041
Contract Period:	12/12/2013 – 12/11/2015
Contract Period Amount	\$738,149.00
Extension Options:	Three 12-month options
Requisition Number:	6300 - 13062600453
Solicitation Number:	SDC0185
Agenda Item Number:	64
Council Approval Date:	12/12/2013

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

Sincerely,

Jonathan Dalchau, Buyer II  
Purchasing Office

CC: Donna Lee Bliss

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
All Points Inspection Services, Inc. ("Contractor")  
for  
Cleaning and Closed Circuit Television Inspection of Storm Drain Infrastructure  
NA140000041**

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

This Contract is between All Points Inspection Services, Inc. having offices at Austin, TX 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB-BV SDC0185.

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

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), SDC0185 including all documents incorporated by reference
- 1.1.3 All Points Inspection Services, Inc. Offer, dated 8/7/2013, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$738,149 for the initial Contract term and \$369,075 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

**ALL POINTS INSPECTION SERVICES**

Alayne Johnson  
Printed Name of Authorized Person

Alayne Johnson  
Signature

General Manager  
Title:

12-16-13  
Date:

**CITY OF AUSTIN**

Danielle Lord  
Printed Name of Authorized Person

Danielle Lord  
Signature

Contract Compliance Manager, Corporate  
Title:

12/20/13  
Date:

**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (BEST VALUE)**  
*Offer Sheet*

**SOLICITATION NO:** SDC0185

**DATE ISSUED:** 7/22/2013

**COMMODITY/SERVICE DESCRIPTION:**  
CLEANING AND CCTV INSPECTION OF STORM DRAIN  
INFRASTRUCTURE CONDUIT

**REQUISITION NO.:** 6300 13062600453

**COMMODITY CODE:** 94159

**PRE-BID CONFERENCE TIME AND DATE:** 7/30/2013 @ 9:00 A.M.

**LOCATION:** Municipal Building RM 310  
124 W. 8<sup>th</sup> ST.  
Austin, TX 78767

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT:**

Steve Cocke  
Buyer II  
**Phone:** (512) 974-2003

**BID DUE PRIOR TO:** 8/20/2013 @ 3:00

**COMPLIANCE PLAN DUE PRIOR TO:**

**BID OPENING TIME AND DATE:** 8/20/2013 @ 3:00

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

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

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

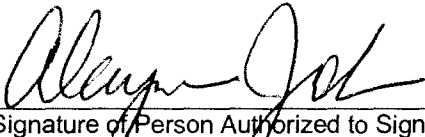
When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

**SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

  
Signature of Person Authorized to Sign Offer

Alayne Johnson, Owner  
Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** 

Date: 8/2/13

Company Name: All Points Inspection Services, Inc.

Address: 6613 Bramber Lane

City, State, Zip Code Austin, TX 78754

Phone No. (512) 276-7180

Fax No. (512) 276-7189

Email Address: [alayne@apisgroup2.com](mailto:alayne@apisgroup2.com)

## Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See <a href="http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS">http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS</a> *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	18
0600	BID SHEET	8
Attachment E	REFERENCE SHEET	3
Attachment A	WEEKLY STATUS REPORT	1
Attachment B	SAMPLE INSPECTION REPORT	5
Attachment C	FINAL REPORT	4
Attachment D	INSPECTION SUMMARY	1
Attachment F	EQUIPMENT LIST	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm)

### **RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                    Bid Sheet(s)
- Section 0700                    Reference Sheet (if required)
- Sections 0800 - 0835        Certifications and Affidavits (return all applicable Sections)
- Section 0900                    MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty                    (if required)

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:  
[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

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

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

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

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

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

**10. WORKFORCE:**

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

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

**12. INVOICES:**

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



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

**13. PAYMENT:**

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

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

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

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

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

**15. FINAL PAYMENT AND CLOSE-OUT:**

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

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

**17. RIGHT TO AUDIT:**

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

**18. SUBCONTRACTORS:**

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

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

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY – PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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

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

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

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
  - A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
  - B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

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

**31. INDEMNITY:**

**A. Definitions:**

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

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

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

**A. General Requirements.**

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

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

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

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

- 33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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

Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty



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

thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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

mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

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

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

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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

**54. EQUAL OPPORTUNITY**

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

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

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, [steven.cocke@austintexas.gov](mailto:steven.cocke@austintexas.gov).

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

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

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

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

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

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

**4. QUANTITIES**

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

**5. DELIVERY REQUIREMENTS**

Location:

Days: \_\_\_\_\_

\_\_\_\_\_  
See Specifications  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	City of Austin: Watershed Protection
Attn:	Accounts Payable
Address	505 Barton Springs Rd., 12 <sup>th</sup> Floor
City, State Zip Code	Austin, Texas 78704

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

**7. HAZARDOUS MATERIALS**

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

**8. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
  - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

**10. ECONOMIC PRICE ADJUSTMENT**

A. Prices shown in this contract shall remain firm for the first 12 month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

- (3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have (30 calendar days) to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty five percent (25%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have (same # days as City is allowed in para. A above) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

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

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

12. **CONTRACT MANAGER**

For non-administrative issues, the City's Contract Managers shall be:

John Beachy, Environmental Compliance  
Watershed Protection Department  
Office (512) 974-3516, Cell 512-699-8630

**ADMINISTRATIVE LIAISON**

For administrative issues, The City's Administrative Liaison shall be:

Donna Lee Bliss, Contractor Development Analyst  
Watershed Protection Department  
(512) 974-2530  
[donna-lee.bliss@ci.austin.tx.us](mailto:donna-lee.bliss@ci.austin.tx.us)

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

**CITY OF AUSTIN, TEXAS  
PURCHASE SPECIFICATIONS  
FOR  
CLEANING AND CCTV INSPECTION  
OF STORM DRAIN INFRASTRUCTURE CONDUIT  
IN AUSTIN, TEXAS**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 This specification establishes the minimum requirements for cleaning and internal closed-circuit television (CCTV) inspection of storm drain infrastructure conduit pipes and structures (Conduit), in Austin, Texas. The Watershed Protection Department (the City), seeks bids from qualified and experienced providers (Contractor) in this area of service. Contractor shall meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all the products deliverable under the terms of this solicitation.
- 1.2 Successful Contractor shall provide all labor, equipment, material and supplies to perform all operations necessary to conduct Conduit cleaning and inspection (video and audio) of all designated Conduit. Cleaning shall remove a minimum of 95% of all debris and foreign materials from the Conduit. Solid and non-clear liquid materials shall not travel downstream. The Conduit shall be cleaned using high-pressure water jets or mechanical cleaning devices, obstruction removal, and the collection, transport and proper disposal of solid waste and non-clear materials generated by the cleaning process. After Conduit are sufficiently cleaned, Contractor shall inspect and record comments and verbal descriptions of all Conduit.
- 1.3 The Contractor shall be responsible for obtaining the necessary permits to perform this work. The Contractor is responsible for contacting appropriate City authorities, and for correctly interpreting and implementing any required activities.

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE</u>	<u>APPROVAL</u>
1/5/12	Donna-Lee Bliss	<u>REVISION</u>	<u>DEPT</u>
6/26/13	Donna-Lee Bliss/ John Beachy	Issuance	WPD
		Revision	WPD
			<u>PURCHASING</u>

**2.0 DEFINITIONS**

- 2.1 **Work Plan:** Notification by the City to the Contractor releasing a quantity of Conduit to be cleaned and inspected. A Work Plan may consist of one or more Work Orders.
- 2.2 **Work Order:** Includes an unique Work Order number, a section of Conduit, and a map containing pertinent information.
- 2.3 **Inspection Log:** Information collected and recorded by each CCTV operator for any inspection effort, and shall include all pertinent information for the respective inspection section.
- 2.4 **Weekly Status Report:** A brief synopsis of how much work on a Work Order has been completed. See **Attachment "A"** for a draft of the form.

- 2.5 **Key Map:** Map provided by the Contractor on a section of Conduit, after cleaning and inspection, including at a minimum the items spelled out in Paragraph 9.4 below.
- 2.6 **Final Report:** At the conclusion of a Work Plan, this comprehensive report shall contain all information about the work performed, and include the Inspection Logs, Weekly Status Reports, and a Contractor created Key Map.

### 3.0 APPLICABLE SPECIFICATIONS

- 3.1 29CFR, Part 1926: United States Department of Labor Rules 29 CFR, Part 1926 Occupational Safety and Health Administration (OSHA)
- 3.2 TMUTCD: Texas Department of Transportation Manual on Uniform Traffic Control Devices
- 3.3 All work shall comply with the City's Land Development Code requirements, especially with respect to erosion and sedimentation controls and tree protection.
- 3.4 ASTM C1077, E329, and E548
- 3.5 PACP: PipeConduit Assessment and Certification Program
- 3.6 MACP: Manhole Assessment Certification Program
- 3.7 ISO 9000:2001
- 3.8 National Electrical Code (NEC), NFPA 70
- 3.9 Plumbing Code, Detail 52S-11B (Appendix B)
- 3.10 Any other Federal, state and local guidelines, resolutions, and ordinances not specifically cited here. In the event that a conflict exists between a Federal, state or local statute, law, rule, regulation, or ordinance, the more stringent standard shall apply. Reference in this specification to a statute, law, regulation, rule or ordinance does not relieve the Contractor from its obligation to comply with any and all other statutes, laws, regulations, rules, or ordinances which are applicable to performance of the referenced task.
- 3.11 Except to the extent that more explicit or more stringent requirements are written directly into the solicitation documents, all statutory and regulatory provisions currently in effect or which may be subsequently enacted and which are applicable to the performance of any resulting contract, have the same force and effect and are made a part of the contract documents by reference as if copied directly into the solicitation documents, or as if published copies are bound herewith. The Contractor shall be responsible for determining the laws, rules, ordinances, regulations, orders or other legal requirements imposed upon its activities hereunder.
- 3.12 If the Contractor observes that any contract documents or provisions are at variance with such laws, ordinances, rules, regulations, and orders in any respect, the Contractor shall notify City in writing and any necessary changes shall be made by appropriate modification. If the Contractor performs any work to the contrary of such laws, rules, ordinances, regulations, and orders, the Contractor shall bear the full responsibility and cost attributable to such performance, and shall indemnify and hold the City harmless from all resulting cost, loss, expense or liability.

#### 4.0 CONTRACTOR QUALIFICATIONS

- 4.1 Contractor shall satisfy the Purchasing Officer that they are capable of successfully performing all levels of cleaning or inspecting work as described in this specification, successfully completed not less than 300 feet per day.
- 4.2 Prior to onset of Work, the winning bidder shall obtain written approval from the City for all employees who shall work on the resulting contract.

#### 5.0 TRAFFIC CONTROL

- 5.1 The Contractor shall apply and pay for all permits for temporary use of right-of-way (TURP) necessary to complete this work.
  - 5.1.1 The Contractor shall provide Traffic Control Plans (TCP) that have been signed off by a Professional Engineer registered in the State of Texas, and submit them to the City's Right Of Way Management (ROWman) for review and approval.
  - 5.1.2 During the course of cleaning and inspecting the Conduit it may become necessary at times to disrupt the normal flow of traffic in work areas. Disruption shall be minimized and carried out in compliance with the City of Austin Transportation Criteria Manual Section 8, and the Texas Department of Transportation Manual on Uniform Traffic Control Devices.
  - 5.1.3 Temporary traffic control devices proposed to be used within a City right-of-way (ROW) shall be crashworthy and shall be included in the Texas Department of Transportation (TXDOT) Compliant Work Zone Traffic Control Device List.
  - 5.1.4 The Contractor shall use the City standard details as they apply. If any of these details are not appropriate for a specific Work area, the Contractor shall contact ROWman with appropriate details, and ROWman will authorize the Contractor to prepare a traffic control plan appropriate for the Work area. The cost associated in developing the traffic control plan shall be included in per linear footage of the Conduit cleaned and Conduit inspected. Standard Traffic Control details are available online at:  
  
[http://austintech.amlegal.com/nxt/gateway.dll/Texas/standard/cityofaustintexasstandards?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_standards](http://austintech.amlegal.com/nxt/gateway.dll/Texas/standard/cityofaustintexasstandards?f=templates$fn=default.htm$3.0$vid=amlegal:austin_standards)
  - 5.1.5 Information regarding TURP permits can be found online at the City web site:  
  
<https://www.austintexas.gov/rowman/index.cfm>.
  - 5.1.6 Contractor may contact the ROWman at (512) 974-1150, for the TURP permits for all work performed within the ROW of the City of Austin that does not involve utility cuts.
  - 5.1.7 The Contractor shall coordinate with any other scheduled ROW work by contacting the Austin Utility Location Coordination Committee (AULCC – Greg Pepper, (512) 974-7282.) The cost associated with the permitting process shall be included in per linear footage of Conduit cleaned and Conduit inspected.

- 5.1.8 Some typical information that may be required to be provided along with the application will be:
- a. Approximate time frame of each manhole.
  - b. Possibility of intersection work.
  - c. Locations of each manhole and type of closure involved including sidewalk, parking or traffic lane.
  - d. Traffic Control Plan shall address each type of closure scenario.
- 5.1.9 Submit Application to:

RIGHT-OF-WAY AUTHORIZATIONS  
Right of Way Management  
Austin Transportation Department  
City of Austin, 505 Barton Springs Road, Suite 850  
Austin, TX 78704

- 5.2 All required labor, equipment, and material shall be provided to conduct traffic control at all times while work is on-going.

## **6.0 PERFORMANCE REQUIREMENTS**

### **6.1 General requirements**

- 6.1.1 Contractor shall provide all necessary supervisory staff, technical personnel, labor, equipment, and materials to properly clean and inspect Conduit, and record audio and video CCTV inspections in accordance to the tasks outlined in this solicitation and subsequent contract documents.
- 6.1.2 The Contractor shall inspect, assess, and record the condition of the Conduit using National Association of Sewer Service Companies (NASSCO)'s Pipeline Assessment Certification Program (PACP) coding standards. All inspectors utilized by the Contractor for inspection shall be NASSCO-PACP certified for at least the past three (3) years.
- 6.1.3 If, during the performance of the Work, the Contractor discovers any conflicts, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or any such standard, specification, manual or code or instructions of any Supplier, the Contractor shall report it to the City in writing at once. The Contractor shall not proceed with the Work until an amendment or supplement to the Contract has been issued.
- 6.1.4 Customer Notification is the responsibility of the Contractor. Customers shall be notified no more than one (1) week and no less than forty-eight (48) hours in advance of work performed within a neighborhood. If the work is solely accessed from manholes or inlets in paved streets, the City may waive the notification procedure. Notification to access manholes or inlets in private property will not be waived. The Contractor, at its sole expense, shall notify all residents and businesses within a 100-foot radius of the area of Work. The Contractor shall submit a sample notification document to the City for review and final approval prior to issuing any such notifications. The notifications shall be in the form of a door hanger.
- 6.1.5 The Contractor may have to work during off peak hours, weekends, and nights to perform the Work. No additional/premium payment shall be made based on the hours worked and days of the week.

- 6.1.6 Work shall not be allowed in the same area when and where a special event has already been planned to occur.

## **6.2 Inspection Report Software, PipeTech**

- 6.2.1 The Contractor shall utilize "PipeTech" PACP certified inspection software (Version 6.0) with editing, query/library & GIS modules software provide by Peninsular Technologies (616-676-9811) to capture digital video inspection records, and to create Inspection Reports.
- 6.2.2 Contractor shall obtain verification from the City that its PipeTech software is properly configured to City's standards on each truck to be used for this contract prior to Contractor performing work. City will only accept inspection reports generated by trucks and software installations that have been verified by City as consistent with City standards. Throughout the life of the contract, the Contractor may be required to upgrade their version of the PipeTech software.

## **6.3 Damage to Structures**

The Contractor shall protect the Conduit and its appurtenances, including manholes, from damage during the cleaning and inspection operations. Any damage resulting shall be repaired by the Contractor at no additional cost to the City, using repair methods approved by the City, and within time frame specified by the City.

## **6.4 Sequence of Work**

- 6.4.1 Contractor shall attend a kick-off meeting with the City within two (2) weeks of notification of award of the contract, and will receive a Work Plan within two (2) weeks of the kick-off meeting.
- 6.4.2 The City will prepare a Work Plan consisting of one or more Work Orders. Each Work Order will have a unique Work Order number listing the Conduit to be cleaned and inspected, and a draft Key Map containing the following:
- a. the City designated Conduit segment ID
  - b. the upstream and downstream nodes such as manholes, inlets, connections etc.,
  - c. sizes of the pipe and pipe material, (when available),
  - d. number of marks per Conduit segment,
- 6.4.3 Within five (5) business days of receipt of new Work Plan, the Contractor shall meet with the City on-site to discuss the scope of the particular location(s).
- 6.4.4 Within five (5) to ten (10) business days of the on-site meeting depending on the size of the Work Plan, the Contractor shall provide their Work Plan Proposal for City review, which contains at a minimum:
- a. Itemized cost estimate,
  - b. Detailed schedule: work schedule shall incorporate any time necessary for the permit process and also coordination of the work that does not impede the normal operation of the businesses of these areas. The schedule shall also include a date by which the field work is to be completed,
  - c. Annotated draft Key Map.

- 6.4.5 The City will reply with their approval or a requirement for further discussion with the Contractor within two (2) weeks of receipt of Proposal. Written City approval of the Proposal is required prior to commencement of work by Contractor. A City “**release order number**” will be issued when a Proposal is approved.
- 6.4.6 Within two (2) business days of Conduit cleaning completion, the Contractor shall successfully conduct the CCTV inspection. If during this time, water accumulates in the Conduit because of a rain event, the City will pay for another dewatering pass. All other secondary dewatering passes will not be paid.
- 6.4.7 Contractor shall notify the City twenty-four (24) hours in advance of all inspections giving the City the option to observe inspection operations.
- 6.4.8 During the cleaning or inspection process, any discrepancies discovered between the Work Plan and actual site conditions shall be brought to the City’s attention immediately but no later than one (1) business day. Any request for additional payment requires prior approval by the City before performing the work, or additional payment will not be made.
- 6.4.9 The Contractor shall notify the City of any segment of Conduit that cannot be completed and provide justification acceptable to the City within one (1) business day of discovery.

## 6.5 Change Notice

- 6.5.1 Without invalidating the Contract, the City may at any time order additions, deletions or revisions to the Work Plan via a Change Notice to the Work Plan.
- 6.5.2 In the event of a changing site condition which results in a change in schedule or in the scope of work and cost, Contractor shall contact the City immediately to discuss the issues and create a Change Notice.
- 6.5.3 In the event the City and the Contractor are unable to negotiate the terms of a Change Notice for the performance for additional Work, the City may, at its election, perform such additional Work with its own forces or use another contractor.
- 6.5.4 Except in the case of *bona fide* emergency, a Change Notice is required before Contractor commences any activities associated with a change in the Work that, in Contractor’s opinion, will result in a change in the Work Plan Amount and/or schedule.

## 6.6 Field Notices

- 6.6.1 The City may authorize minor variations in the Work Plan which do not involve an adjustment in the Contract Amount or the Contract Time by using a Field Notices. The execution of Field Notices are binding on the City and on the Contractor.
- 6.6.2 If the Contractor believes that a Field Notice would require an adjustment in the Work Plan Amount and/or schedule, within one (1) business day the Contractor shall submit a written request to the City for a Change Notice prior to commencing work.



## **6.7 Conduit Cleaning**

- 6.7.1 Contractor shall perform Conduit cleaning to remove any foreign materials in preparation for inspection. Contractor shall clean the Conduit from upstream to downstream, and access point to access point, removing dirt, grease, rocks, sand, roots and all other materials and obstructions from the Conduit.
- 6.7.2 Contractor shall be responsible for obtaining the water used to clean, and it shall be included in per linear footage pricing of the Conduit. Any water used to clear the Conduit of debris shall be clear and potable.
- 6.7.3 The Contractor shall have the capability of using both mechanical and hydraulic means and methods to clean the Conduit.
- 6.7.4 All materials shall be removed by suction in a manner pre-approved by the City. With their bid submittals, Contractor shall include a list and description of all suction methods to be used.
- 6.7.5 Contractor shall dispose of all solid and non-clear liquid materials removed in accordance with applicable Federal, state, and local rules and regulations.
- 6.7.6 Each Conduit shall be cleaned by performing "passes" on each segment. One pass constitutes running the nozzle to the end of the Conduit segment to flush the Conduit and pulling it back.
  - a) Light cleaning includes up to three (3) passes,
  - b) medium cleaning includes four (4) to six (6) passes, and,
  - c) heavy cleaning includes more than six (6) passes.
- 6.7.7 Contractor shall perform storm drain structure (typically, at access point) cleaning to remove any foreign materials from each structure.
- 6.7.7 The Contractor shall not pass solid material or non-clear liquid from an upstream segment to the next downstream segment. When hydraulic cleaning equipment is used, the Contractor shall not allow discharge of debris to a receiving water body.

## **6.8 Disposal of removed Liquids and Solids**

- 6.8.1 Intentional or inadvertent flushing of solids and non-clear liquids to the downstream segment(s) is not acceptable. Clear liquids may flow down the Conduit
- 6.8.2 The Contractor shall collect, transport and dispose of all solid material from the Conduit to the City's Stormwater Facility ("Facility") located at 6301 Harold Ct. Austin, TX 78721, on a daily basis within the Facility's working hours. Contractor shall comply with the access requirements at the Facility, and maintain the Facility in a clean and orderly condition. Material spilled by the cleaning process shall be satisfactorily cleaned up by the Contractor at their cost and within the time frame specified by the City. Contractor shall notify the City if the facility is greater than 75 percent full or if the facility is not operating correctly. It is anticipated that during the course of any contract a second Facility will be opened by the City, and located in South Austin.

- 6.8.3 If the Facility is unable to accept materials for a time, Contractor shall dispose of the materials at a City approved appropriately certified landfill. The City will do a straight reimbursement for any landfill costs. Contractor shall attach the landfill tickets (with pricing indicated) to the appropriate Work Plan invoice to the City.

## **6.9 CCTV Camera Inspection**

- 6.9.1 Video inspection shall be performed by the Contractor in the presence of the City unless this requirement is waived by the City.
- 6.9.2 Within two (2) business days of completion of cleaning, the Contractor shall perform Conduit inspection in dry conditions so that the entire Conduit is visible. If during inspection, water is encountered inside the Conduit, then it shall be dewatered, and then re-inspected at no additional cost to the City. If water encountered is due to a rain event, the City will pay for another pass to dewater the Conduit.
- 6.9.3 It is the responsibility of the Contractor to ensure the placement of the surface marks are at the right locations. Contractor shall be responsible for any damage as a result of improper placement at no cost to the City. Return to the pre-deconstructed condition shall be completed by the Contractor within a time frame acceptable to the City. If Contractor is unable to perform the repairs in a timely fashion, the City may, at its election, perform such additional work with its own forces or with another contractor, charging the Contractor for the actual costs incurred.
- 6.9.4 Prior to inserting the camera into the Conduit, the Contractor shall verify that no excessive debris is in the Conduit. A pole camera shall be used for this purpose. If it is noted that debris in excess of 5% is still present, the Contractor shall further clean the Conduit as per Paragraph 6.7 above.
- 6.9.5 Contractor shall perform inspection providing video and audio recording of each Conduit segment, confirming Conduit is clear of debris and sediment.
- 6.9.6 All inspection passes shall be documented using a datalogger and reporting system that are PACP compliant and that use the PACP coding system. Conduit shall be labeled as noted on the Contractor provided Key Map.
- 6.9.7 Contractor shall exercise the full capabilities of the camera equipment to document the condition of the Conduit. A full 360-degree view of all pipe, joints and lateral connections shall be provided.
- 6.9.8 Lighting shall be adequate and provide an even distribution of light around the pipe perimeter without loss of contrast, flare-out of picture, or shadowing.
- 6.9.9 Inspection of Conduit segment shall be continuous between access points. Contractor shall not show a single segment on more than one (1) file, unless specifically pre-allowed by the City.
- 6.9.10 The camera shall temporarily stop and pan, tilt, and zoom to note any defects, connections, and locations of inlet and/or outlet structures.
- 6.9.11 The camera shall record accurate footages, to the tenth of a foot, for each Conduit segment and distance to each defect or connection.

- 6.9.12 The camera shall be moved through the Conduit in the direction of the flow unless a reverse set up is required due to access restrictions or obstructions. The camera shall proceed at a moderate rate, stopping when necessary to permit proper documentation. In no case shall the camera be pulled at a speed greater than thirty (30) feet per minute.
- 6.9.13 Manual winches, power winches, cable, and powered rewinds or other devices which do not obstruct the camera view or interfere with proper documentation of the Conduit shall be used to move the camera through the Conduit.
- 6.9.14 Recorded images shall pan beginning and ending access points to show that all debris has been removed. Contractor shall slowly pan each service connection and pipe transition from one material to another, and any problem joint.
- 6.9.15 When manually operated winches are used to pull the camera through the Conduit, telephones or other suitable means of communication shall be set up between the two (2) access points to insure sufficient communication between members of the crews at each end.
- 6.9.16 If during the inspection of a Conduit segment, the camera is unable to pass an obstruction even though flow is unobstructed, Contractor shall inspect the segment from the other direction (reverse setup) in order to obtain a complete recording of the Conduit.
- 6.9.17 When the camera is being pulled from the other direction in order to survey on either side of an obstruction, and a second obstruction or repair location is encountered away from the first obstruction, notify the City and request a review of the recorded image.
- 6.9.18 If during inspection of a Conduit segment the camera gets “stuck” inside and cannot be pulled free, the Contractor shall notify the City. The Contractor shall be required to remove its camera/equipment and be responsible for all costs associated with retrieving its camera/equipment including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with manufacturer’s and City’s specifications, complete and in place, returning the site to its original condition within a time frame acceptable to the City.
- 6.9.19 The City makes no guarantee that the Conduit designated for inspection will after cleaning be clear for the passage of the camera set-up. Contractor shall select the appropriate equipment, tools and methods for securing safe passage of the camera.
- 6.9.20 If the Contractor documents previously unidentified access points or system nodes, the Contractor shall designate temporary asset IDs using the PipeTech software described in Paragraph 6.2 above to complete the Conduit segment.
- 6.9.21 Upon inspection completion, the Contractor shall save the data and video in the database format created by PipeTech software. Contractor shall submit electronic files to the City.

## **7.0 EQUIPMENT**

- 7.1 All equipment utilized by Contractor to perform all work shall be maintained in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All gasoline cans shall be OSHA approved containers.

- 7.2 Contractor shall have sufficient functional equipment to immediately replace equipment that breaks down in the field. If Contractor fails in this regard, they shall replace failed equipment within three (3) business day with rented equipment, acquired by Contractor at their own cost, to ensure continuation of work.
- 7.3 Cleaning Equipment – Selection of cleaning equipment and method of cleaning shall be based on the condition of the Conduit at the time Work commences, and requires prior City approval.
  - 7.3.1 Operation of all cleaning equipment and devices shall be by personnel trained, experienced and certified in the use of the manufacturer and model(s) of equipment.
  - 7.3.2 The City may require the Contractor to demonstrate the performance capabilities of the proposed cleaning equipment, prior to award of the contract.
  - 7.3.3 If the cleaning equipment does not give the desired results required by the City, the Contractor shall use more effective equipment until the desired results are achieved, but no later than ten (10) days, at no additional cost to the City.
  - 7.3.4 More than one (1) type of equipment/attachments may be required at any particular location.
  - 7.3.5 Hydraulic cleaning equipment shall have operational gauges to indicate the pressure being delivered to the cleaning hose. The City may choose to limit the maximum allowable pressure to maintain the integrity of the Conduit.
  - 7.3.6 All cleaning equipment shall be equipped with backflow preventers to prevent contamination to the public water supply.
  - 7.3.7 Equipment using water shall have Austin Water Utility installed water meters to record the volume of water used by the Contractor. All hydrants shall be properly operated with a hydrant wrench. Contractor's cost for obtaining the meters and periodic inspection of the meters shall be included in per linear footage of the cleaning of the Conduit.
- 7.4 CCTV Equipment – Contractor shall use color CCTV equipment that produces color digital output. All CCTV equipment shall be capable of producing picture quality to the satisfaction of the City. If picture quality is unsatisfactory, equipment shall be removed and replaced with equipment that meets or exceeds the City's requirement, and Conduit shall be re-inspected.
  - 7.4.1 The camera used shall be specifically designed and constructed for storm and or sewer drain inspection, and shall be mounted on a steering-capable crawler. The camera shall operate optimally in 100% humidity conditions.
  - 7.4.2 The camera shall be capable of pan-and-tilt, radial viewing, 6X zoom, and be capable of panning  $\pm 275$  degrees and rotating 360 degrees.
  - 7.4.3 The camera shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution. The camera shall be equipped with a remotely controlled iris to control the illumination range for an acceptable picture. Geometrical distortion of the image shall not exceed one percent (1%). The video image produced by each camera shall be calibrated using a Marconi Resolution Chart No. 1 or City accepted equivalent.

- 7.4.4 The camera shall have an accurate footage counter that displays on the monitor the exact distance of the camera (to the nearest tenth of a foot) from the centerline of the initial access.
- 7.4.5 The camera shall digitally display, live and on the digital file produced, the City's name, Maximo ID number, Contractor name, date, Conduit size and material, Conduit identification (Conduit name and stationing coinciding with Work Plans), and ongoing footage counter.
- 7.4.6 The camera sled shall be equipped with a height adjustment so that the lens is always centered at one-half the inside diameter, or higher, in the Conduit inspected.
- 7.4.7 The camera shall be equipped with a radio frequency transmitter. The inspection truck shall include a radio frequency receiver to allow the operator to accurately mark on the ground surface with spray paint, the location of serious defects which require immediate repair.
- 7.4.8 Lighting for the camera shall be suitable to allow a clear in-focus color picture of the entire periphery of the Conduit and its internal condition. A reflector in front of the camera may be required to enhance lighting in dark or large diameter pipe.
- 7.4.9 The City will periodically observe the Contractor's inspection operations to verify that suitable equipment in good working order is being used, and that the Contractor is effectively removing blockages. If the Contractor's equipment or methods are deemed by the City to be inadequate, the Contractor shall make every effort to meet the performance standards of the City. If the Contractor fails to meet the satisfaction of the City, the Contractor's work shall be suspended until the City is satisfied that the Contractor shall be able to meet the objectives of the City.

## 8.0 MEASUREMENT

- 8.1 Measurement of cleaning and inspection shall be in linear foot, from center of access point to center of access point, per Work Plan quantity, and be for Conduit actually cleaned and clearly displayed in Contractor provided digital files accepted by the City. Cleaning of structures (access points, inlets and manholes) shall be measured per each structure.
- 8.2 Cleaning: measurement for cleaning Conduit is on a per linear foot basis according to pipe diameter, or per structure. Cleaning payment includes:
  - 8.2.1 Collection, removal of non-clear liquid, solid wastes, soil, sand and other debris to a City site or a City approved appropriate disposal site.
  - 8.2.2 Locating, exposing and opening access points with lids to grade for depth.
  - 8.2.3 Transient water meter set up and water usage.
  - 8.2.4 Mobilization and Demobilization charges.
  - 8.2.5 Any necessary Permit and Permit preparation charges.

- 8.3 Inspection: measurement for inspection shall be per linear foot according to pipe diameter, or per structure. Payment for inspection is made for the actual lengths of inspection footage, as measured by the camera/crawler. Inspection payment includes:
  - 8.3.1 All items required by the final report below that are not related to cleaning.
  - 8.3.2 Mobilization and Demobilization charges.
  - 8.3.3 Any necessary Permit and Permit preparation charges.
- 8.4 Significant discrepancies of the length of Conduit identified in the Work Plan and that measured by the Contractor shall be reconciled to the City's satisfaction prior to payment.

## 9.0 ELECTRONIC REPORTS

- 9.1 **Weekly Status Report:** During the course of cleaning and inspecting the Conduit, Contractor shall complete a Weekly Status Report and Location Log for all crews involved in the operation, including a narrative of all work completed, and all non-routine occurrences. These Logs shall be an over-view, and include a list of work anticipated to occur the following week. A sample of the report format is provided in **Attachment "A."**
- 9.2 **Inspection Report:** an electronic file of acceptably cleaned and inspected Conduit and any defects, indexed to the footage counter, including the City assigned inspection Work Order number and associated Maximo number, all header fields specified by the PipeTech PACP certified format standards as required and defined by the City, including PACP problem codes, scores, PACP score summary. A sample of this report is provided in **Attachment "B"**. The Report shall also provide:
  - 9.2.1 Names and contact phone numbers for management and field supervisors.
  - 9.2.2 Recorded audio and video files in a digital format compatible with City's software and digital media storage devices. The files shall provide visual confirmation that the Conduit is 95% clear of debris and sediment, and a visual and audio record of all problem areas in the Conduit. The audio portion shall be recorded by the inspection technician during the actual inspection, and shall include general observations, description of the parameters of the Conduit being inspected (i.e. location, depth, diameter, pipe material), as well as describing connections, defects and unusual conditions observed during the inspection. Video recording playback shall be at the same speed it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor with City's prior approval. The digital files become the out-right property of the City.
  - 9.2.3 Contractor's Weekly Reports.
  - 9.2.4 Copy of any required ROWMAN (Right of Way Management) permit.
  - 9.2.5 If identified, corrections to the City's records for adding or deleting access points and inlets, correcting piping layout, pipe diameter, and pipe material.
  - 9.2.6 All PACP data files generated by the PipeTech software.
- 9.3 **The Key Map** shall at a minimum include and clearly show all of the following:
  - 9.3.1 The location and orientation of all indexed inspection.
  - 9.3.2 All Conduit found to be inactive;

- 9.3.3 All access points which were inaccessible (e.g. paved over);
- 9.3.4 All inlets which are verified to not exist;
- 9.3.5 Any other discrepancies between the Conduit shown on the map provided in the Work Plan from what is found in the field. If additional infrastructure is encountered in the routine process of performing the inspections, it shall be sketched on the Key Map and identified as such with any known information such as pipe diameters and materials, inlet sizes and types and manhole material.
- 9.3.6 If network connectivity of additional infrastructure is known (i.e. how it connects to existing access points, direction of flow, etc.), that shall also be called out on the Key Map.

#### 9.4 **Final Report:**

At the conclusion of a Work Plan, a Final Report shall be completed and submitted to the City for their review. For a description of how the City desires the information to be organized, see **Attachment “C”**. It shall include, at a minimum:

- 9.4.1 Weekly status reports
- 9.4.2 Location Logs
- 9.4.3 All Inspection Reports
- 9.4.4 All audio and video files
- 9.4.5 Key Map
- 9.4.6 PipeTech software data files
- 9.4.7 Inspection Summary, in MS Word, a brief description of work done, including special circumstances. A sample of this document is offered in **Attachment “D.”**

### 10.0 **ACCEPTENCE OF WORK**

- 10.1 Acceptance of Conduit cleaning shall be based on a periodic physical inspection performed by the City at access points along the cleaned Conduit and the review of the Inspection Report’s digital file, and shall be subject to the following criteria:
  - 10.1.1 A Conduit section having an average debris and solids depth greater than five (5) percent of the pipe diameter shall be considered unsatisfactory. Average is defined as ten (10) percent of the length of the Conduit segment being cleaned. If ten (10) percent of the length of the Conduit has greater than five (5) percent in the bottom the City will reject the inspections.
  - 10.1.2 If the cleaning is deemed unsatisfactory, the Contractor shall be required to re-clean, re-inspect and re-inspect the Conduit at no additional cost to the City until cleaning meets the City’s approval.
- 10.2 The City shall have two (2) weeks to complete review the Final Report. If any portion of the submittals is unacceptable, Contractor shall have two (2) weeks after City notification to remedy the situation to the City’s satisfaction.

- 10.3 Only after the City has accepted in writing or email the Contractor's report submittals may the Contractor invoice for the total amount of the Work Plan. The invoice shall be dated no earlier than the date of the City's acceptance.

## **11.0 INVOICING**

- 11.1 Contractor shall only submit an invoice for a Work Plan that has been completed and accepted by the City. Invoices for partially completed work will be denied.
- 11.2 Invoices shall be submitted via postal mail or to the email address listed below:

City of Austin/WPDR  
Attn: Donna-Lee Bliss  
505 Barton Springs Rd., #1200  
Austin, TX 78704  
[donna-lee.bliss@austintexas.gov](mailto:donna-lee.bliss@austintexas.gov)

- 11.3 The invoice shall include, but is not limited to, the following:
- 11.3.1 Contractor's name, on a professionally pre-printed form.
  - 11.3.2 Contractor's address and phone number, as matches the City's vendor registration system
  - 11.3.3 City's purchase order release number
  - 11.3.4 A unique invoice number
  - 11.3.5 Location information of Work

## **12.0 SAFETY**

- 12.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury or loss to all persons and property that may be affected by the work.
- 12.2 Contractor shall comply with all applicable Federal, State and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's subcontractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- 12.3 Contractor shall prepare and deliver to City only upon request, a safety work plan to be used by Contractor. The Contractor is responsible for adherence to the safety plan. The Contractor is responsible for adherence to the safety plan.
- 12.4 Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.



- 12.5 Prior to entering access points, the atmosphere shall be evaluated by the Contractor to determine the presence of toxic, flammable or explosive vapors and lack of oxygen. The Contractor shall take appropriate remedial measures to protect its workers.
- 12.6 Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required for exchanged between or among employers at the site in accordance with laws and regulations.
- 12.7 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor shall, without special instruction or authorization from the City, promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.
- 12.8 If there is an accident involving injury to any individual on or near the work, Contractor shall notify the City immediately by phone or radio of the incident after insuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, and obtain medical reports and other documentation of their employees that describes the event. Copies of such documentation shall be provided to the City within forty-eight (48) hours of the event.

### **13.0 CONTRACTOR'S PERSONNEL**

- 13.1 Contractor employees shall wear safety vests, protective glasses, and any other OSHA required safety equipment, and licensed as appropriate.
- 13.2 Contractor shall satisfy the City that the Contractor has a number of employees necessary to adequately perform the work according to the minimum of 300 feet per day of cleaning or inspection.
- 13.3 Contractor shall use supervisory personnel experienced in the services required by the scope of work to ensure all work is completed in accordance with specifications. All personnel performing under this contract shall be direct employees of the Contractor, with the exception of temporary traffic control rental personnel and the Engineer for the TCP. Contractor is required to comply with the City's M/WBE procurement program for these areas of subcontracting. See attached Form 0900.
- 13.4 All relevant employees shall be adequately trained on the make/model of equipment currently in use.
- 13.5 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be marked on an outer garment, or worn on the outer garment.
- 13.6 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

### **14.0 CONTRACTOR REQUIREMENTS**

- 14.1 As part of their bid submittal package, the Contractor shall present the City with copies of PACP certifications of operators and equipment that will be performing the CCTV inspection work.

- 14.2 The Contractor shall include in their bid submittal, resumes, licenses, and/or certifications for cleaning and digital inspection of storm drains systems. The Contractor shall have a minimum of three (3) years of experience.
- 14.3 The Contractor shall provide five (5) descriptions of contracts performed by the Contractor within the last three (3) years which demonstrate their experience performing work of similar size and scope as the tasks described in this specification. Each description shall include project locations, project dates, description of work performed, and current contact names with phone numbers. Use **Attachment “E”** for this purpose.
- 14.4 Using **Attachment “F”**, Contractor shall provide a list of equipment and vehicles that will be used on any resulting contract.
- 14.5 The Contractor shall designate one (1) person within the firm as a single point of contact, with office phone and cell or pager number for accessibility during business hours. Use the space provided on the Bid Sheet. The Contractor shall notify the Contract Manager in a reasonable amount of time in writing of any changes, temporary or permanent, in either of the contact numbers as soon as they occur.
- 14.6 The Contractor shall immediately notify the Contract Manager of any citations or notices of violations issued to the Contractor performing under any resulting contract.
- 14.7 In the event of any large spill, uncontrolled release, or any spill which may threaten public safety or the environment, the Contractor shall **immediately contact the Austin Fire Department by calling “911”**. The Contractor shall notify the City’s Contract Manager within one (1) hour. The Contractor shall be responsible for notifying the appropriate state and Federal agencies in accordance with all applicable regulations. A written report shall be submitted by the Contractor to the City identifying the substance, associated profile number, quantity released, reportable quantity for the substance, agencies notified and representatives contacted, and remediation performed. The report shall be a narrative summarizing all on-scene activity, initial remediation, and shall advise if long term remediation is required. The written report shall be submitted within seven (7) calendar days of the event, and supplemented with follow up reports until the incident is closed out to City’s satisfaction.
- 14.8 The Contractor shall be responsible for job site safety. During performance of the work, the Contractor shall provide and maintain all passageways, guard fences, lights, and other protective measures required by applicable law, regulation, rule, ordinance, or local conditions. The Contractor is responsible for continuously monitoring safety conditions on the job site to determine if it is safe and suitable for performance of the work. If the Contractor believes that an unsafe condition exists on the job site directly or indirectly affecting the Contractor’s performance of the work, the Contractor shall either 1) correct the unsafe condition prior to performing the work, or 2) ensure that the party responsible for the condition corrects such condition before performance of the work. Immediately notify the City regarding any non-rectifiable unsafe conditions. **If public health or safety is threatened, call 911 immediately.**
- 14.9 The Contractor shall have no unresolved notices of violation from Federal, state or local agencies. In addition, each proposed agent of the Contractor to be used in providing services shall not be engaged in litigation or any enforcement action with any Federal, state or local government, nor with any private citizens.

**15.0 INDEPENDENT CONTRACTOR**

The Contractor shall act as an independent contractor, not as an agent of the City, and shall be responsible for compliance with regulatory requirements and services provided. The services performed by the Contractor shall be subject to City's review, inspection, and approval, but the detailed manner and method of performance shall be under the control of the Contractor. The accuracy, completeness, and application of proper methods are entirely the responsibility of Contractor.

**16.0 TERMINATION OF SERVICES**

The City reserves the right, at its discretion, to terminate the contract for the following specific contract violations. Any violations omitted from this section but which clearly impair the performance of this contract may also lead to contract termination.

- 16.1 A pattern of consistent failure to conform to this specification and any subsequent City-approved contract documents over a two (2) month period.
- 16.2 Failure to suspend an employee from work on this contract who has any substantiated complaint involving criminal acts, theft, alcohol or chemical abuse, abusive or threatening language, citizen harassment, or injury to persons or damage to property due to negligence.
- 16.3 Failure to commence work within two (2) weeks of receipt of a City accepted Work Plan proposal and order release number.
- 16.4 Failure to provide proof of required insurance and failure to keep all insurance in force throughout the term of the contract including any extension thereto.
- 16.5 Failure of Contractor to perform all work in a professional manner in accordance with the standards of the industry.

**17.0 ERRORS OR AMBIGUITIES**

The Contractor shall report any errors or ambiguities in the Specifications or any work order or assignment to the City as soon as detected. The City shall issue a clarification or interpretation that shall be definitive.

**18.0 EVALUATION CRITERIA**

- 18.1 Cost (51 points) Points will be awarded on a pro-rated basis among all bidders. The bidder offering the lowest cost will receive the most points.
- 18.2 Company and Employee Certifications, Education, and Experience (30 points) The below items can be demonstrated with resumes of the Contractor and staff, with supporting documentation of certifications, association memberships, and a summary of company history and links to web pages, if available.
  - 18.2.1 Documented personnel experience and professional certifications.
  - 18.2.2 Demonstrable expertise regarding Conduit cleaning and inspection of the same size and scope as that described in this solicitation.
  - 18.2.3 Business longevity, maintenance portfolio, association memberships.
  - 18.2.4 References listed on **Attachment "E"**.

- 18.3 Equipment List, Attachment “F” (9 points) low emissions equipment, alternative fuel, electric power, and equipment manufactured on or after 2007 with low emissions profile is HIGHLY PREFERRED. Examples of alternative fuels include propane, natural gas, bio-diesel, and electric.

18.4 Local Business Presence (Maximum 10 points)

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Bidder or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Bidder's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Bidder's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

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

**BID SHEET  
CITY OF AUSTIN  
SOLICITATION NAME: CLEANING AND INSPECTION OF STORMDRAIN PIPES  
AND STRUCTURES  
REVISED 7/30/13**

**BID NO. IFBBV-SDC0185  
RX NO. 6300-13062600453  
DATE: 7/30/2013  
BUYER: Steve Cocke**

**Copies of Bids: Vendor must submit FIVE copies of its signed bid - one original and four copies**  
**Special Instructions:** Commodity shall be bid on the basis fo FOB: Destination, freight inclusive of bid price. Bidder shall include in their firm fixed price bid all miscellaneous costs to be incurred. Failure to provide all require information and any exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid or may result in bid being disqualified.

**THIS IS A 24 MONTH CONTRACT WITH FOUR 12-MONTH OPTIONS TO EXTEND.  
FIRM PRICES ARE TO BE BID FOR THE FIRST 12-MONTH PERIOD.**

**EVALUATION CRITERIA, COST (51 POINTS)**

**1.0 Bidder submits the following prices for the following items below as described in the attached specification.**

**Note: RCP = Reinforced Concrete Pipe**

**CGMP = Corrugated Galvanized Metal Pipe**

<b>Line No.</b>	<b>Description</b>	<b>Est Annual Qty</b>	<b>Unit of meas</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.1	Cleaning RCP stormdrain conduit, 12" diameter, circular, light	480	If	\$2.84	\$1,363.20
1.2	Cleaning RCP stormdrain conduit, 12" diameter, circular, heavy	320	If	\$4.00	\$1,280.00
1.3	Cleaning RCP stormdrain conduit, 15" diameter, circular, light	1,230	If	\$2.84	\$3,493.20
1.4	Cleaning RCP stormdrain conduit, 15" diameter, circular, heavy	820	If	\$4.00	\$3,280.00
1.5	Cleaning RCP stormdrain conduit, 18" diameter, circular, light	7,800	If	\$2.84	\$22,152.00
1.6	Cleaning RCP stormdrain conduit, 18" diameter, circular, heavy	5,200	If	\$4.00	\$20,800.00
1.7	Cleaning RCP stormdrain conduit, 20" diameter, circular, light	15	If	\$2.84	\$42.60
1.8	Cleaning RCP stormdrain conduit, 20" diameter, circular, heavy	10	If	\$4.00	\$40.00
1.9	Cleaning RCP stormdrain conduit, 21" diameter, circular, light	1,320	If	\$3.00	\$3,960.00
1.10	Cleaning RCP stormdrain conduit, 21" diameter, circular, heavy	880	If	\$4.00	\$3,520.00
1.11	Cleaning RCP stormdrain conduit, 24" diameter, circular, light	5,400	If	\$3.00	\$16,200.00

1.12	Cleaning RCP stormdrain conduit, 24" diameter, circular, <b>heavy</b>	3,600	If	\$4.00	\$14,400.00
1.13	<i>Cleaning RCP stormdrain conduit, 27" diameter, circular, light</i>	870	If	\$3.00	\$2,610.00
1.14	Cleaning RCP stormdrain conduit, 27" diameter, circular, <b>heavy</b>	580	If	\$4.00	\$2,320.00
1.15	<i>Cleaning RCP stormdrain conduit, 30" diameter, circular, light</i>	3,840	If	\$3.00	\$11,520.00
1.16	Cleaning RCP stormdrain conduit, 30" diameter, circular, <b>heavy</b>	2,560	If	\$4.00	\$10,240.00
1.17	<i>Cleaning RCP stormdrain conduit, 36" diameter, circular, light</i>	4,200	If	\$3.00	\$12,600.00
1.18	Cleaning RCP stormdrain conduit, 36" diameter, circular, <b>heavy</b>	2,800	If	\$4.00	\$11,200.00
1.19	<i>Cleaning RCP stormdrain conduit, 42" diameter, circular, light</i>	1,800	If	\$3.00	\$5,400.00
1.20	Cleaning RCP stormdrain conduit, 42" diameter, circular, <b>heavy</b>	600	If	\$4.00	\$2,400.00
1.21	<i>Cleaning RCP stormdrain conduit, 48" diameter, circular, light</i>	1,350	If	\$3.00	\$4,050.00
1.22	Cleaning RCP stormdrain conduit, 48" diameter, circular, <b>heavy</b>	900	If	\$4.00	\$3,600.00
1.23	<i>Cleaning RCP stormdrain conduit, 50" diameter, circular, light</i>	6	If	\$3.00	\$18.00
1.24	Cleaning RCP stormdrain conduit, 50" diameter, circular, <b>heavy</b>	4	If	\$4.00	\$16.00
1.25	<i>Cleaning RCP stormdrain conduit, 51" diameter, circular, light</i>	150	If	\$3.00	\$450.00
1.26	Cleaning RCP stormdrain conduit, 51" diameter, circular, <b>heavy</b>	100	If	\$4.00	\$400.00
1.27	<i>Cleaning RCP stormdrain conduit, 54" diameter, circular, light</i>	408	If	\$3.00	\$1,224.00
1.28	Cleaning RCP stormdrain conduit, 54" diameter, circular, <b>heavy</b>	272	If	\$4.00	\$1,088.00
1.29	<i>Cleaning RCP stormdrain conduit, 60" diameter, circular, light</i>	246	If	\$3.00	\$738.00
1.30	Cleaning RCP stormdrain conduit, 60" diameter, circular, <b>heavy</b>	164	If	\$4.00	\$656.00
1.31	<i>Cleaning RCP stormdrain conduit, 72" diameter, circular, light</i>	18	If	\$5.00	\$90.00
1.32	Cleaning RCP stormdrain conduit, 72" diameter, circular, <b>heavy</b>	12	If	\$6.00	\$72.00
1.33	<i>Cleaning RCP stormdrain conduit, 23 x 14", elliptic, light</i>	48	If	\$5.00	\$240.00
1.34	Cleaning RCP stormdrain conduit, 23 x 14", elliptic, <b>heavy</b>	32	If	\$6.00	\$192.00
1.35	<i>Cleaning RCP stormdrain conduit, 24 x 48", box, light</i>	48	If	\$5.00	\$240.00

1.36	Cleaning RCP stormdrain conduit, 24 x 48", box, <b>heavy</b>	32	If	\$6.00	\$192.00
1.37	<i>Cleaning RCP stormdrain conduit, 30 x 19", elliptic, light</i>	132	If	\$5.00	\$660.00
1.38	Cleaning RCP stormdrain conduit, 30 x 19", elliptic, <b>heavy</b>	88	If	\$6.00	\$528.00
1.39	<i>Cleaning RCP stormdrain conduit, 36 x 60", box, light</i>	6	If	\$5.00	\$30.00
1.40	Cleaning RCP stormdrain conduit, 36 x 60", box, <b>heavy</b>	4	If	\$6.00	\$24.00
1.41	<i>Cleaning RCP stormdrain conduit, 38 x 24", box, light</i>	180	If	\$3.00	\$540.00
1.42	Cleaning RCP stormdrain conduit, 38 x 24", box, <b>heavy</b>	120	If	\$4.00	\$480.00
1.43	<i>Cleaning RCP stormdrain conduit, 45 x 29", box, light</i>	45	If	\$3.00	\$135.00
1.44	Cleaning RCP stormdrain conduit, 45 x 29", box, <b>heavy</b>	30	If	\$4.00	\$120.00
1.45	<i>Cleaning RCP stormdrain conduit, 48 x 12", box, light</i>	6	If	\$3.00	\$18.00
1.46	Cleaning RCP stormdrain conduit, 48 x 12", box, <b>heavy</b>	4	If	\$4.00	\$16.00
1.47	<i>Cleaning RCP stormdrain conduit, 48 x 18", box, light</i>	60	If	\$3.00	\$180.00
1.48	Cleaning RCP stormdrain conduit, 48 x 18", box, <b>heavy</b>	40	If	\$4.00	\$160.00
1.49	<i>Cleaning RCP stormdrain conduit 48 x 36", box, light</i>	54	If	\$3.00	\$162.00
1.50	Cleaning RCP stormdrain conduit 48 x 36", box, <b>heavy</b>	36	If	\$4.00	\$144.00
1.51	<i>Cleaning RCP stormdrain conduit, 48 x 48", box, light</i>	75	If	\$3.00	\$225.00
1.52	Cleaning RCP stormdrain conduit, 48 x 48", box, <b>heavy</b>	50	If	\$4.00	\$200.00
1.53	<i>Cleaning RCP stormdrain conduit, 51 x 54", box, light</i>	6	If	\$3.00	\$18.00
1.54	Cleaning RCP stormdrain conduit, 51 x 54", box, <b>heavy</b>	4	If	\$5.00	\$20.00
1.55	<i>Cleaning RCP stormdrain conduit, 60 x 36", box, light</i>	240	If	\$3.00	\$720.00
1.56	Cleaning RCP stormdrain conduit, 60 x 36", box, <b>heavy</b>	160	If	\$5.00	\$800.00
1.57	<i>Cleaning RCP stormdrain conduit, 60 x 48", box, light</i>	372	If	\$3.00	\$1,116.00
1.58	Cleaning RCP stormdrain conduit, 60 x 48", box, <b>heavy</b>	248	If	\$5.00	\$1,240.00
1.59	<i>Cleaning RCP stormdrain conduit, 72 x 18", box, light</i>	360	If	\$5.00	\$1,800.00

1.60	Cleaning RCP stormdrain conduit, 72 x 18", box, <b>heavy</b>	240	If	\$6.00	\$1,440.00
1.61	Cleaning RCP stormdrain conduit, 72 x 36", box, <i>light</i>	270	If	\$5.00	\$1,350.00
1.62	Cleaning RCP stormdrain conduit, 72 x 36", box, <b>heavy</b>	180	If	\$6.00	\$1,080.00
1.63	Cleaning RCP stormdrain conduit, 72 x 42", box, <i>light</i>	18	If	\$5.00	\$90.00
1.64	Cleaning RCP stormdrain conduit, 72 x 42", box, <b>heavy</b>	12	If	\$6.00	\$72.00
1.65	Cleaning RCP stormdrain conduit, 72 x 48", box, <i>light</i>	336	If	\$5.00	\$1,680.00
1.66	Cleaning RCP stormdrain conduit, 72 x 48", box, <b>heavy</b>	224	If	\$6.00	\$1,344.00
1.67	Cleaning RCP stormdrain conduit, 72 x 60", box, <i>light</i>	270	If	\$5.00	\$1,350.00
1.68	Cleaning RCP stormdrain conduit, 72 x 60", box, <b>heavy</b>	180	If	\$6.00	\$1,080.00
1.69	Cleaning RCP stormdrain conduit, 72 x 72", box, <i>light</i>	72	If	\$5.00	\$360.00
1.70	Cleaning RCP stormdrain conduit, 72 x 72", box, <b>heavy</b>	48	If	\$6.00	\$288.00
1.71	Cleaning RCP stormdrain conduit, 84 x 36", box, <i>light</i>	186	If	\$5.00	\$930.00
1.72	Cleaning RCP stormdrain conduit, 84 x 36", box, <b>heavy</b>	124	If	\$6.00	\$744.00
1.73	Cleaning RCP stormdrain conduit, 84 x 48", box, <i>light</i>	48	If	\$5.00	\$240.00
1.74	Cleaning RCP stormdrain conduit, 84 x 48", box, <b>heavy</b>	32	If	\$6.00	\$192.00
1.75	Cleaning RCP stormdrain conduit, 84 x 60", box, <i>light</i>	360	If	\$5.00	\$1,800.00
1.76	Cleaning RCP stormdrain conduit, 84 x 60", box, <b>heavy</b>	240	If	\$6.00	\$1,440.00
1.77	Cleaning RCP stormdrain conduit, 96 x 36", box, <i>light</i>	18	If	\$10.00	\$180.00
1.78	Cleaning RCP stormdrain conduit, 96 x 36", box, <b>heavy</b>	12	If	\$10.20	\$122.40
1.79	Cleaning RCP stormdrain conduit, 96 x 42", box, <i>light</i>	12	If	\$10.00	\$120.00
1.80	Cleaning RCP stormdrain conduit, 96 x 42", box, <b>heavy</b>	8	If	\$10.20	\$81.60
1.81	Cleaning RCP stormdrain conduit, 96 x 48", box, <i>light</i>	15	If	\$10.00	\$150.00
1.82	Cleaning RCP stormdrain conduit, 96 x 48", box, <b>heavy</b>	10	If	\$10.20	\$102.00
1.83	Cleaning RCP stormdrain conduit, 96 x 60", box, <i>light</i>	102	If	\$10.00	\$1,020.00



1.84	Cleaning RCP stormdrain conduit, 96 x 60", box, <b>heavy</b>	68	If	\$10.20	\$693.60
1.85	<i>Cleaning RCP stormdrain conduit, 96 x 72", box, light</i>	300	If	\$10.00	\$3,000.00
1.86	Cleaning RCP stormdrain conduit, 96 x 72", box, <b>heavy</b>	200	If	\$10.20	\$2,040.00
1.87	<i>Cleaning RCP stormdrain conduit, 108 x 48", box, light</i>	18	If	\$12.00	\$216.00
1.88	Cleaning RCP stormdrain conduit, 108 x 48", box, <b>heavy</b>	12	If	\$13.00	\$156.00
1.89	<i>Cleaning RCP stormdrain conduit, 108 x 60", box, light</i>	282	If	\$12.00	\$3,384.00
1.90	Cleaning RCP stormdrain conduit, 108 x 60", box, <b>heavy</b>	188	If	\$13.00	\$2,444.00
1.91	<i>Cleaning RCP stormdrain conduit, 108 x 72", box, light</i>	18	If	\$12.00	\$216.00
1.92	Cleaning RCP stormdrain conduit, 108 x 72", box, <b>heavy</b>	12	If	\$13.00	\$156.00
1.93	<i>Cleaning RCP stormdrain conduit, 120 x 48", box, light</i>	36	If	\$15.00	\$540.00
1.94	Cleaning RCP stormdrain conduit, 120 x 48", box, <b>heavy</b>	24	If	\$17.00	\$408.00
1.95	<i>Cleaning RCP stormdrain conduit, 120 x 60", box, light</i>	51	If	\$15.00	\$765.00
1.96	Cleaning RCP stormdrain conduit, 120 x 60", box, <b>heavy</b>	34	If	\$17.00	\$578.00
1.97	<i>Cleaning RCP stormdrain conduit, 120 x 72", box, light</i>	24	If	\$15.00	\$360.00
1.98	Cleaning RCP stormdrain conduit, 120 x 72", box, <b>heavy</b>	16	If	\$18.00	\$288.00
1.99	<i>Cleaning RCP stormdrain conduit, 120 x 108", box, light</i>	30	If	\$16.00	\$480.00
1.100	Cleaning RCP stormdrain conduit, 120 x 108", box, <b>heavy</b>	20	If	\$18.00	\$360.00
1.101	<i>Cleaning CGMP stormdrain conduit, 17 x 13", circular, light</i>	36	If	\$3.00	\$108.00
1.102	Cleaning CGMP stormdrain conduit, 17 x 13", circular, <b>heavy</b>	24	If	\$4.00	\$96.00
1.103	<i>Cleaning CGMP stormdrain conduit, 22 x 33", circular, light</i>	36	If	\$3.00	\$108.00
1.104	Cleaning CGMP stormdrain conduit, 22 x 33", circular, <b>heavy</b>	24	If	\$4.00	\$96.00
1.105	<i>Cleaning CGMP stormdrain conduit, 22 x 36", circular, light</i>	45	If	\$3.00	\$135.00
1.106	Cleaning CGMP stormdrain conduit, 22 x 36", circular, <b>heavy</b>	30	If	\$4.00	\$120.00
1.107	<i>Cleaning CGMP stormdrain conduit, 22 x 56", circular, light</i>	15	If	\$3.00	\$45.00

1.108	Cleaning CGMP stormdrain conduit, 22 x 56", circular, <b>heavy</b>	10	If	\$4.00	\$40.00
1.109	<i>Cleaning CGMP stormdrain conduit, 58 x 36", elliptic, light</i>	60	If	\$3.00	\$180.00
1.110	Cleaning CGMP stormdrain conduit, 58 x 36", elliptic, <b>heavy</b>	40	If	\$4.00	\$160.00
1.111	<i>Cleaning CGMP stormdrain conduit, 72 x 48", box, light</i>	39	If	\$3.00	\$117.00
1.112	Cleaning CGMP stormdrain conduit, 72 x 48", box, <b>heavy</b>	26	If	\$4.00	\$104.00
1.113	<i>Cleaning concrete stormdrain conduit, 60 x 23", box, light</i>	120	If	\$3.00	\$360.00
1.114	Cleaning concrete stormdrain conduit, 60 x 23", box, <b>heavy</b>	80	If	\$4.00	\$320.00
1.115	<i>Cleaning brick stormdrain conduit, 24 x 26", arch, light</i>	15	If	\$5.00	\$75.00
1.116	Cleaning brick stormdrain conduit, 24 x 26", arch, <b>heavy</b>	10	If	\$6.00	\$60.00
1.117	<i>Cleaning access point structures, inlet, light</i>	105	each	\$6.00	\$630.00
1.118	Cleaning access point structures, inlet, <b>heavy</b>	70	each	\$7.00	\$490.00
1.119	<i>Cleaning access point structure, manhole, light</i>	18	each	\$6.00	\$108.00
1.200	Cleaning access point structure, manhole, <b>heavy</b>	12	each	\$7.00	\$84.00
<b>Subtotal item 1.1 to 1.120:</b>					<b>\$208,199.60</b>
<b><u>Inspection:</u></b>					
2.1	Inspection of RCP stormdrain conduit, 12" diameter, circular	800	If	\$2.00	\$1,600.00
2.2	Inspection of RCP stormdrain conduit, 15" diameter, circular	2,050	If	\$2.00	\$4,100.00
2.3	Inspection of RCP stormdrain conduit, 18" diameter, circular	13,000	If	\$3.00	\$39,000.00
2.4	Inspection of RCP stormdrain conduit, 20" diameter, circular	25	If	\$2.00	\$50.00
2.5	Inspection of RCP stormdrain conduit, 21" diameter, circular	2,200	If	\$3.00	\$6,600.00
2.6	Inspection of RCP stormdrain conduit, 24" diameter, circular	9,000	If	\$3.00	\$27,000.00
2.7	Inspection of RCP stormdrain conduit, 27" diameter, circular	1,450	If	\$2.00	\$2,900.00
2.8	Inspection of RCP stormdrain conduit, 30" diameter, circular	6,400	If	\$3.00	\$19,200.00
2.9	Inspection of RCP stormdrain conduit, 36" diameter, circular	7,000	If	\$3.00	\$21,000.00

2.10	Inspection of RCP stormdrain conduit, 42" diameter, circular	3,000	If	\$3.75	\$11,250.00
2.11	Inspection of RCP stormdrain conduit, 48" diameter, circular	2,250	If	\$2.00	\$4,500.00
1.12	Inspection of RCP stormdrain conduit, 50" diameter, circular	10	If	\$2.00	\$20.00
1.13	Inspection of RCP stormdrain conduit, 51" diameter, circular	250	If	\$2.00	\$500.00
1.14	Inspection of RCP stormdrain conduit, 54" diameter, circular	680	If	\$2.00	\$1,360.00
1.15	Inspection of RCP stormdrain conduit, 60" diameter, circular	410	If	\$2.00	\$820.00
1.16	Inspection of RCP stormdrain conduit, 72" diameter, circular	30	If	\$2.00	\$60.00
2.17	Inspection of RCP stormdrain conduit, 23 x 14", elliptic	80	If	\$2.00	\$160.00
2.18	Inspection of RCP stormdrain conduit, 30 x 19", elliptic	220	If	\$2.00	\$440.00
2.19	Inspection of RCP stormdrain conduit, 24 x 48", box	80	If	\$2.00	\$160.00
2.20	Inspection of RCP stormdrain conduit, 36 x 60", box	10	If	\$2.00	\$20.00
2.21	Inspection of RCP stormdrain conduit, 38 x 24", box	300	If	\$2.00	\$600.00
2.22	Inspection of RCP stormdrain conduit, 45 x 29", box	75	If	\$2.00	\$150.00
2.23	Inspection of RCP stormdrain conduit, 48 x 12", box	10	If	\$2.00	\$20.00
2.24	Inspection of RCP stormdrain conduit, 48 x 18", box	100	If	\$2.00	\$200.00
2.25	Inspection of RCP stormdrain conduit 48 x 36", box	90	If	\$2.00	\$180.00
2.26	Inspection of RCP stormdrain conduit, 48 x 48", box	125	If	\$2.00	\$250.00
2.27	Inspection of RCP stormdrain conduit, 51 x 54", box	10	If	\$2.00	\$20.00
2.28	Inspection of RCP stormdrain conduit, 60 x 36", box	400	If	\$2.00	\$800.00
2.29	Inspection of RCP stormdrain conduit, 60 x 48", box	620	If	\$2.00	\$1,240.00
2.30	Inspection of RCP stormdrain conduit, 72 x 18", box	600	If	\$2.00	\$1,200.00
2.31	Inspection of RCP stormdrain conduit, 72 x 36", box	450	If	\$2.00	\$900.00
2.32	Inspection of RCP stormdrain conduit, 72 x 42", box	30	If	\$2.00	\$60.00
2.33	Inspection of RCP stormdrain conduit, 72 x 48", box	560	If	\$2.00	\$1,120.00

2.34	Inspection of RCP stormdrain conduit, 72 x 60", box	450	If	\$2.00	\$900.00
2.35	Inspection of RCP stormdrain conduit, 72 x 72", box	120	If	\$2.00	\$240.00
2.36	Inspection of RCP stormdrain conduit, 84 x 36", box	310	If	\$3.00	\$930.00
2.37	Inspection of RCP stormdrain conduit, 84 x 48", box	80	If	\$3.00	\$240.00
2.38	Inspection of RCP stormdrain conduit, 84 x 60", box	600	If	\$3.00	\$1,800.00
2.39	Inspection of RCP stormdrain conduit, 96 x 36", box	30	If	\$4.00	\$120.00
2.40	Inspection of RCP stormdrain conduit, 96 x 42", box	20	If	\$4.00	\$80.00
2.41	Inspection of RCP stormdrain conduit, 96 x 48", box	25	If	\$4.00	\$100.00
2.42	Inspection of RCP stormdrain conduit, 96 x 60", box	170	If	\$4.00	\$680.00
2.43	Inspection of RCP stormdrain conduit, 96 x 72", box	500	If	\$4.00	\$2,000.00
2.44	Inspection of RCP stormdrain conduit, 108 x 72", box	30	If	\$5.00	\$150.00
2.45	Inspection of RCP stormdrain conduit, 108 x 48", box	30	If	\$5.00	\$150.00
2.46	Inspection of RCP stormdrain conduit, 108 x 60", box	470	If	\$5.00	\$2,350.00
2.47	Inspection of RCP stormdrain conduit, 120 x 48", box	60	If	\$6.00	\$360.00
2.48	Inspection of RCP stormdrain conduit, 120 x 60", box	85	If	\$6.00	\$510.00
2.49	Inspection of RCP stormdrain conduit, 120 x 72", box	40	If	\$6.00	\$240.00
2.50	Inspection of RCP stormdrain conduit, 120 x 108", box	50	If	\$6.00	\$300.00
2.51	Inspection of CGMP stormdrain conduit, 17 x 13", circular	60	If	\$3.00	\$180.00
2.52	Inspection of CGMP stormdrain conduit, 22 x 33", circular	60	If	\$3.00	\$180.00
2.53	Inspection of CGMP stormdrain conduit, 22 x 36", circular	75	If	\$3.00	\$225.00
2.54	Inspection of CGMP stormdrain conduit, 22 x 156", circular	25	If	\$4.00	\$100.00
2.55	Inspection of CGMP stormdrain conduit, 58 x 36", elliptic	100	If	\$4.00	\$400.00
2.56	Inspection of CGMP stormdrain conduit, 72 x 48", box	65	If	\$4.00	\$260.00
2.57	Inspection of concrete stormdrain conduit, 60 x 23", box	200	If	\$4.00	\$800.00

2.58	Inspection of brick stormdrain conduit, 24 x 26", arch	25	If	\$4.00	\$100.00
Subtotal item 2.1 to 2.58:					\$160,875.00
Grand Total: Subtotal 1 plus Subtotal 2:					\$369,074.60
2.0	Bidders submits the name and phone number of liaison, as per paragraph 14.5 of the specification:				
Name printed: Gilbert Vega, Sr.		Phone: (512) 272-5056			
Cell phone: (512) 677-1397		Email: gilbert@apisgroup2.com			
3.0	Submittal attachments: Bidder shall include the following items with their bid submittal as per the specification in Section 0500:				
3.1	List and description of all suction methods to be used per Paragraph 6.7.4				
EVALUATION CRITERIA FOR EQUIPMENT LIST (9 POINTS)					

**4.0 For bid submittal to be considered, the following information shall be included: Completed Attachment "B" Equipment Inventory List**

**EVALUATION CRITERIA FOR COMPANY AND EMPLOYEE CERTIFICATIONS, EDUCATION, AND EXPERIENCE (30 POINTS)**

**5.0 For bid submittal to be considered, the following information shall be included:**

- 5.1 Resumes, proof of licenses and certifications for all employees to be used in this contract per Paragraph 14.10.**
- 5.2 Completed Attachment "C" References**

**EVALUATION CRITERIA FOR LOCAL PRESENCE (10 POINTS)**

Our Local Presence is a Headquarter, and the address is: 6613 Bramber Lane, Austin, TX 78754

Our Local Presence is a Branch Office, and the address is: N/A

**NOTE: QUANTITIES INDICATED ARE ESTIMATES. CITY IS NOT OBLIGATED TO ORDER MORE THAN THE CITY'S ACTUALLY REQUIRED COMMODITIES AS DETERMINED BY NEED AND THE AVAILABILITY OF FUNDING. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN BID BEING DISQUALIFIED.**

COMPANY NAME: All Points Inspection Services, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME: Alayne Johnson

# 3.1

### **3.1 Suction Methods**

#### **Vacuum System**

The Vacuum system utilizes a positive displacement type vacuum pump mechanically driven from the truck or an auxiliary engine.

The vacuum system has the capability of conveying material by two modes. The first mode is "pure vacuum". The second mode is "air conveying". As a general rule, pure vacuum would be used for removing sludge from beneath liquid or for rapid liquid loading. In this mode, the vacuum tube is totally submersed in the liquid and only material (no air) transports through the line.

The second conveying method using "air conveyance" requires air velocity going past the material to be picked up to capture such, and convey through the vacuum tube to the body. This requires the vacuum pump to be operating at a fast enough speed to produce the required air flow to capture the material.



**4.0**

## Attachment F

### Equipment Inventory List

Company Name: All Points Inspection Services, Inc.

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or (P)urchase
Cleaner	Volvo Vactor	10.3yd	1998	Diesel	1	Good	OWN
Cleaner	International 7400	10.8yd	2006	Diesel	1	Good	OWN
TV Truck	Chevrolet C4500	15.900 lbs	2005	Diesel	1	Good	OWN
Portable TV Unit	CUES K2	700 lbs	2012	Regular	1	Good	OWN
Mini Push TV Unit	CUES	90 lbs	2013	N/A	1	Excellent	OWN
TV Truck	CUES	700 lbs	2012	Regular	1	Excellent	OWN
Mud Master	CUES	500 lbs	2012	N/A	1	Excellent	OWN
Pole Camera	CUES	10 lbs	2008	N/A	1	Good	OWN
ARROW BOARD	Unknown	20 lbs	2006	N/A	1	Good	OWN
JETTER	Haiben	35 lbs	2002	Regular	1	Good	OWN

Contractor's Full Name: Alayne JOHNSON

Contractor's Signature: Alayne Johnson Date: 8/7/13

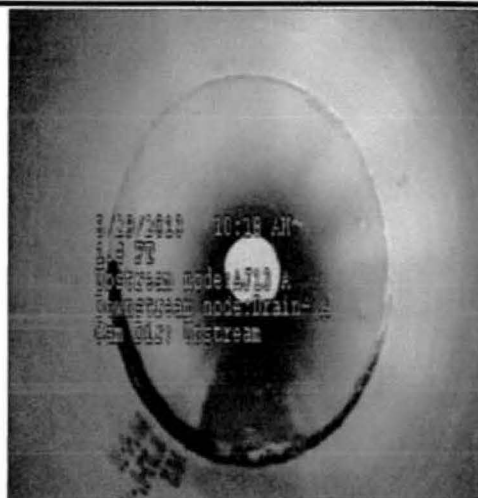
# 5.1



## Herman Johnson

Mr. Johnson is currently one of the Owners of All Points Inspection Services, Inc. and has been for the past 13 years. Herman has more than 40 years of professional experience in the construction industry including fieldwork and inspection, as well as management and supervision. He is certified in NASSCO-PACP, 30 Hour OSHA and Confined Space.

Mr. Johnson worked with the City of Austin for 29 years as a construction inspection supervisor and All Points Inspection Services, Inc. in the years after as a CCTV technician. He coordinates capital improvement projects like water and wastewater infrastructure installations, street drainage projects, lift station and pump station work, and new and rehabilitated structure coatings.



### Certifications

National Association of Corrosion Engineers/Association of Construction Inspectors  
 Confined Space  
 NASSCO-PACP Certified Pipeline/Manholes  
 30 Hour OSHA Certified

Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Lockwood Drive Paving	2011	Cleaning and TV Inspection of Storm Sewer and Box Culverts	8"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
Montopolis Drop Shaft	2010	TV Inspection of 4 Shafts	N/A
TX DOT Galveston County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Waller County Maintenance	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## Herman Johnson

TX DOT Harris County Maintenance	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Village Creek WWTP TR Pipeline Crossing	2008	Siphon Cleaning	60"
TX DOT Brazoria County	2007	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"

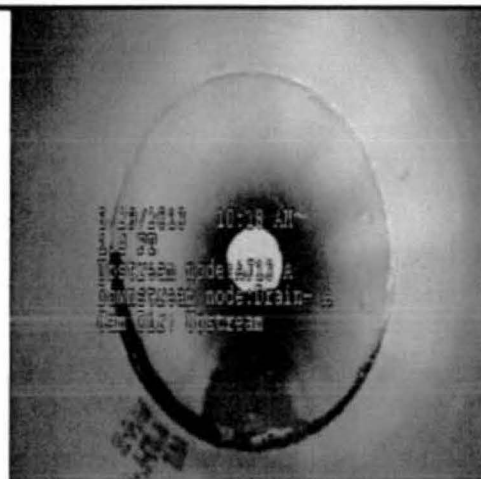


## Alayne Johnson

Mrs. Johnson is currently one of the Owners of All Points Inspection Services, Inc. and has been for the past 13 years. She has 18 years of experience in management, as well as marketing and sales. She has trained and developed workers for skilled and non-skilled services. Mrs. Johnson has maintained adherence to Federal / State accreditation and regulatory standards. She has promoted public awareness through seminars, workshops, and community relations. She has also negotiated contracts and agreements for services along with preparing budgets. Mrs. Johnson is also an estimator, photographer, and the videographer.

### Certifications

BLR-Confined Space  
 NASSCO-PACP Certified Pipeline/Manholes  
 10 Hour OSHA Certified  
 Cues CCTV Certified  
 Traffic Control  
 Flagging Course



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"-48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Lockwood Drive Paving	2011	Cleaning and TV Inspection of Storm Sewer and Box Culverts	8"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
Montopolis Drop Shaft	2010	TV Inspection of 4 Shafts	N/A
TX DOT Galveston County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Waller County Maintenance	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## **Alayne Johnson**

TX DOT Harris County Maintenance	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Village Creek WWTP TR Pipeline Crossing	2008	Siphon Cleaning	60"
TX DOT Brazoria County	2007	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"







# Alvin Eddington

		Inlet Pipe, and Downspouts	
Village Creek WWTP TR Pipeline Crossing	2008	Siphon Cleaning	60"
TX DOT Brazoria County	2007	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## Gilbert Vega

Gilbert has more than 26 years experience in the utility cleaning, televising, and testing of wastewater lines, storm sewer lines, siphons, manholes, and pump stations. Within his service, Gilbert has experienced with over 50 jobs in his 11 years with All Points Inspection Services, Inc. (APIS).

Gilbert is extremely knowledgeable and respected in the industry, not only because he is well versed in the operation of cleaning equipment such as jetting trailers, vacuum equipment, jumbo trucks, and bucket machines, but also because he has experience in supervision, with past experience leading teams of over 15 people.

Gilbert has additional experience in areas of hydrostatic testing, smoke testing, vacuum testing, rehabilitation of manholes and pipelines, manhole testing, coating manholes, pipe bursting, spray wall and performing mandrel testing.

Gilbert also worked with ACE Pipe and Supply for 3 years and completed many jobs where he had to clean and televise sanitary and storm sewer lines.



### Certifications

Flagging

Traffic Control

Confined Space

NASSCO-PACP Certified Pipeline/Manholes

10 Hour OSHA Certified

Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Lockwood Drive Paving	2011	Cleaning and TV Inspection of Storm Sewer and Box Culverts	8"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
Montopolis Drop Shaft	2010	TV Inspection of 4 Shafts	N/A
TX DOT Galveston County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Waller County Maintenance	2009	Cleaning of Storm Sewer,	12"-54"



## **Gilbert Vega**

		Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	
TX DOT Harris County Maintenance	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
Village Creek WWTP TR Pipeline Crossing	2008	Siphon Cleaning	60"
TX DOT Brazoria County	2007	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"

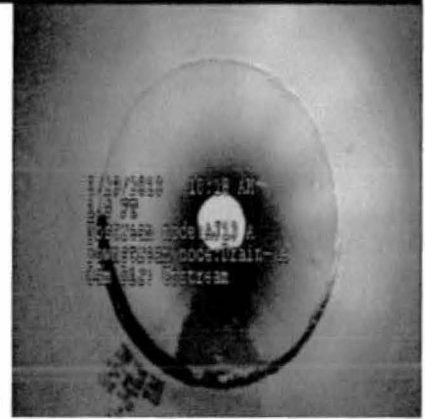


## Gilbert Vega Jr.

Gilbert Jr. has been a member of the All Points Inspections Services, Inc. (APIS) team since 2009. He is one of our PACP and NASSCO certified TV Operators. Today he is running his own crew televising storm and sanitary sewer lines. He is knowledgeable of the different types of pipe material that exist in today's infrastructure and is a valued member of the APIS staff.

### Certifications

Confined Space  
NASSCO-PACP Certified Pipeline/Manholes  
10 Hour OSHA Certified



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
City of Bastrop Storm Sewer Televising	2013	TV Inspection of Storm Sewer	
TX DOT Bexar County East	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
TX DOT Bexar County West	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
TX DOT Harris County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



**Gilbert Vega Jr.**

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TX DOT Waller County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Galveston Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## Adrian Ramirez

Adrian joined All Points Inspections Services, Inc. (APIS) about 4 years ago. He is one of our TV Operators and is certified in NASSCO, PACP, Confined Space, Traffic Control, and Safety Defense Driving. He is extremely detailed, ambitious and a hardworking young man that has exceeded our expectations.

### Certifications

Confined Space

NASSCO-PACP Certified Pipeline/Manholes

10 Hour OSHA Certified



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"-48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
City of Bastrop Storm Sewer Televising	2013	TV Inspection of Storm Sewer	
TX DOT Bexar County East	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
TX DOT Bexar County West	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
TX DOT Harris County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## **Adrian Ramirez**

TX DOT Waller County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Galveston Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"

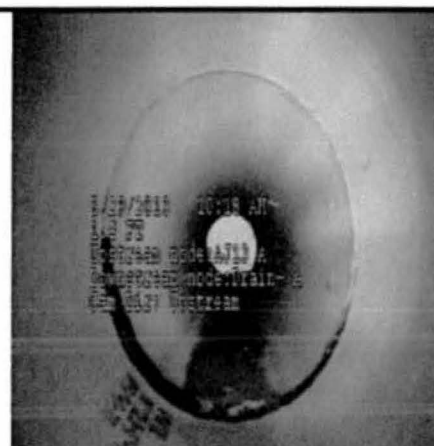


## Louis Fernandez

Louis joined All Points Inspections Services, Inc. (APIS) about 1 year ago. He was hired to be a helper to back up and assist the Cleaner and TV Operators, while learning the industry. He recently became certified in NASSCO-PACP, Confined Space, and 10 Hour OSHA. Louis has a long term goal to become a certified Cleaner Operator. He is an extremely hardworking young man that is always willing to learn new things.

### Certifications

BLR Confined Space  
NASSCO-PACP Certified Pipeline/Manholes  
10 Hour OSHA Certified  
Marines



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
Geronimo Creek Sewer Project – Phase IV	2013	Cleaning and TV Inspection of Storm Sewer	8", 12" and 18"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
TX DOT Fort Bend County	2013	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"





## Jeremiah Chastain

Jeremiah joined All Points Inspections Services, Inc. (APIS) about 1 month ago. He has over 4 years experience in the cleaning & televising of sanitary sewer lines and storm sewer lines and manhole rehabilitation, inspection and coating industry.

He is one of our Cleaner Operators/CDL Drivers and is certified in OSHA, KERNOES/SEWPERCOAT and Confined Space and Fall Protection. He has experience in cleaning sanitary sewer lines and inspecting, coating and rehabilitation of manholes. Jeremiah also has additional experience in enforcing OSHA regulations and monitoring and reporting daily progress on projects. He is very determined and goal oriented and has been a wonderful addition to the APIS team.

### Certifications

Marines 07/28/2003-07/27/2007 Honorable Discharge

PEC Certified

Fall Protection

Confined Space

CDL Class "B"

10 Hour OSHA Certified

Certified KERNOES/SEWPER COAT Applicator



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
COA Cleaning & TV Inspection of Sanitary Sewer Collection System- Large Diameter Pipes	2010	Cleaning and TV Inspection of Sanitary Sewer	15"-60"
TX DOT Storm Drain Cleaning	2010	Cleaning of Drain Inlets	N/A
Fort Sam	2009	Cleaning and TV Inspection of Sanitary Sewer, Service Lines and Storm Sewer	6"-18"



## Pete Vega

Pete has over 17 years experience in the cleaning and televising industry. He has been a part of the All Points Inspection Services, Inc. (APIS) team for 5 years as a helper for the CCTV technician. He has also worked as a combo unit operator. He is certified in Confined Space, Flagging, and Sonde/Manhole Locating. He is extremely hard working and determined and has been a great asset to the APIS team.

### Certifications

Confined Space  
10 Hour OSHA Certified  
Sonde/Manhole Location  
Flagging



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"-48"
Pedernales Street Reconstruction & Utility Adjustments from 6 <sup>th</sup> to Webberville Road	2013	TV Inspection of Storm Sewer	18"-36"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
Shoal Creek Sanitary and Storm Sewer	2012	Cleaning and TV Inspection of Sanitary Sewer, Storm Sewer and Box Culverts	18"-42"
TX DOT Fort Bend General	2012	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2011	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
City of Palestine Storm Sewer	2010	TV Inspection	12" and 18"
TX DOT Galveston County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Waller County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"



## **Pete Vega**

TX DOT Harris County Maintenance Contract	2009	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
City of Bryan	2008	Cleaning and TV Inspection of Sanitary and Storm Sewer	24"



## Xavier Vega

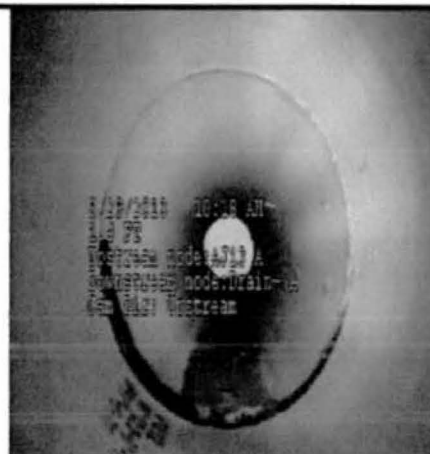
Xavier joined All Points Inspections Services, Inc. (APIS) about 6 months ago. He was hired to be a helper to back up the cleaner operator. He is OSHA certified and is continuing education to be able to become a certified cleaner operator.

Xavier has experience in stocking, cashiering, and cutting grass for a lawn company. He favors a hands-on approach and is always willing and eager to encourage his fellow crew members to work hard, while staying safe. He has been a wonderful addition to the APIS team.

### Certifications

Confined Space

10 Hour OSHA Certified



Project Name	Year of Services	Type of Services	Pipe Size
COA Annual Service Agreement for Cleaning, Televising and Point Repair of Sanitary Sewer Collection System Pipes	2013	Cleaning and TV Inspection of Sanitary Sewer	4"- 48"
TX DOT Bexar County	2013	Cleaning of Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	N/A
TX DOT Fort Bend General	2013	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"
TX DOT Fort Bend General Maintenance	2013	Cleaning of Storm Sewer, Slotted Drains, Drain Inlets, Pump Stations, Basket and Inlet Pipe, and Downspouts	12"-54"

## **5.2**

**ATTACHMENT "E"**

**REFERENCES**  
**3 PAGES**

**Form Instructions:** Please complete and return this form with the bid/quote. The Quoter shall furnish references for at least five (5) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the two (2) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

**SOLICITATION NUMBER:** SDC0185  
**VENDOR'S NAME:** All Points Inspection Services, Inc. **DATE:** 8/7/13

1. **Company's Name** CF Jordan Construction  
**Name of Contact** Brandon Ashwood  
**Title of Contact** Project Manager  
**Present Address** 15603 North IH 35  
**City, State, Zip Code** Pflugerville, TX 78660  
**Current Phone** (512) 571-7502 **Fax** (512) 990-3785  
**Project Name** Geronimo Creek Sewer Project Phase IV  
**Project Start Date** 01/2013 **Project End Date** 06/2013  
(month/year) (month/year)  
**Project Size** 7500 LF

**Project Description**

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

Cleaning and televising of storm drains.

4. Company's Name TX DOT Fort Bend County  
 Name of Contact Kurtis Tielke  
 Title of Contact Maintenance Supervisor  
 Present Address 4235 SH 36 South  
 City, State, Zip Code Rosenberg, TX 77471  
 Current Phone (713) 448-0536 Fax (281) 238-7999  
 Project Name TX DOT Fort Bend RMC 624575001  
 Project Start Date 08/2012 Project End Date present  
 (month/year) (month/year)  
 Project Size 17,500 LF

**Project Description**

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Cleaning of storm drains, box culverts pump stations, basket and inlets, and downspout

5. Company's Name Texas Sterling Construction Co.  
 Name of Contact Adrian Valdez  
 Title of Contact Project Engineer  
 Present Address 5638 FM 1346  
 City, State, Zip Code San Antonio, TX 78220  
 Current Phone (210) 559-5321 Fax (210) 340-8732  
 Project Name Shoal Creek - Allendale Storm Drain Improvements  
 Project Start Date 08/2011 Project End Date 07/2012  
 (month/year) (month/year)  
 Project Size 7,500 LF

**Project Description**

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Televising of New RCP pipe and box culverts.

2. Company's Name City of Bastrop  
 Name of Contact Trey Job  
 Title of Contact Director of Public Works, Parks & Recreation  
 Present Address 1209 Linden Street  
 City, State, Zip Code Bastrop, TX 78602  
 Current Phone (512) 848-5716 Fax (512) 321-1313  
 Project Name City of Bastrop Storm Sewer Televising  
 Project Start Date (month/year) 01/2013 Project End Date (month/year) 01/2013  
 Project Size 1500 LF

**Project Description**

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Televising of 32" storm drains

3. Company's Name ISI Contracting, Inc.  
 Name of Contact Dave Leas  
 Title of Contact \_\_\_\_\_  
 Present Address 5215 Fidelity  
 City, State, Zip Code Houston, TX 77029  
 Current Phone (713) 208-6300 Fax (713) 456-2248  
 Project Name TX DOT Fort Bend RMC 624577001  
 Project Start Date (month/year) 01/2013 Project End Date (month/year) present  
 Project Size 20,600 LF

**Project Description**

(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)

Cleaning of storm drains, box culverts, pump stations, basket and inlets, and down spouts.



**City of Austin**  
**Purchasing Office**  
**Local Business Presence Identification Form**

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

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

USE ADDITIONAL PAGES AS NECESSARY

**OFFEROR:**

Name of Local Firm	All Ports Inspection Services, Inc.					
Physical Address	1413 Bramber Lane, Austin, TX 78754					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin  
Purchasing Office  
Local Business Presence Identification Form**

---

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

**OFFEROR'S FULL NAME AND ENTITY STATUS:**

All Points Inspection Services, Inc.

  
Signature/Authorized Representative of Offeror

Owner  
Title

8/7/13  
Date

**END**

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

SOLICITATION NO SDC0185

City of Austin, Texas  
Human Rights Commission

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

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

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

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

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

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

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

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

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

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

**Sanctions:**

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

**Term:**

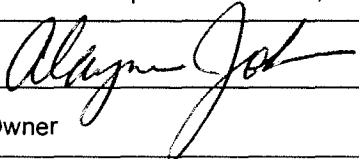
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration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

Dated this 7 day of August, 2013.

CONTRACTOR

All Points Inspection Services, Inc.

Authorized Signature



Title

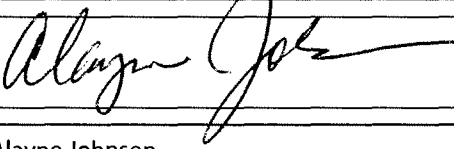
Owner

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

SOLICITATION NO. SDC0185

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

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

Contractor's Name:	<div style="border: 1px solid black; min-height: 1.2em;">All Points Inspection Services, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 1.2em;">08/07/2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 1.2em;">Alayne Johnson</div>		
Title:	<div style="border: 1px solid black; min-height: 1.2em;">Owner</div>		

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT  
SOLICITATION NO. SDC0185  
FOR**

CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT

**State of Texas**

**County of Travis**

**The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:**

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

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
  - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
  - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

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

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

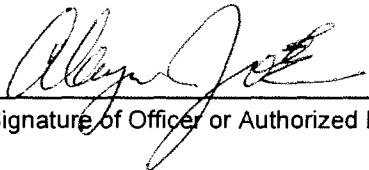
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

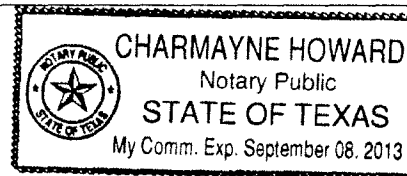
Offeror's  
Explanation:

N/A

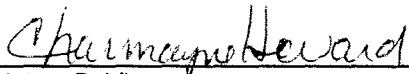
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee,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

Contractor's Name:	All Points Inspection Services, Inc.
Printed Name:	Alayne Johnson
Title:	Owner

  
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 19 day of August, 2013.

  
Notary Public

My Commission Expires September 8, 2013

**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION**  
(Please duplicate as needed)

**SOLICITATION NO.** SDC0185

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

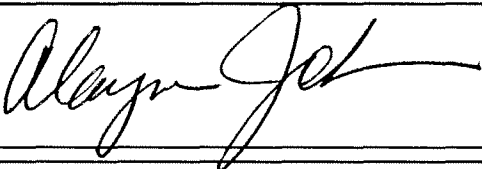
(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Gilbert Vega, Sr.	Field Supervisor/PACP
Add Delete	Gilbert Vega, Jr.	TV Operator/PACP
Add Delete	Adrian Ramirez	TV Operator/PACP
Add Delete	Louis Fernandez	Helper
Add Delete	Alayne Johnson	Owner/PACP
Add Delete	Herman Johnson	Senior Field Manager/PACP
Add Delete	Alvin Eddington	TV Operator/PACP
Add Delete	Jeremiah Chastain	CDL Driver
Add Delete	Xavier Vega	Helper
Add Delete	Pete Vega	Helper



- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name:	All Points Inspection Services, Inc.		
Signature of Officer or Authorized Representative:		Date:	08/07/2013
Printed Name:	Alayne Johnson		
Title:	Owner		

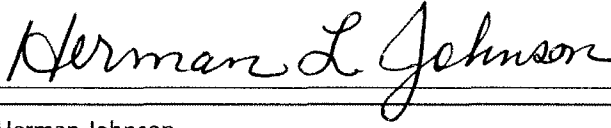
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

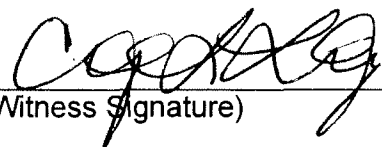
Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

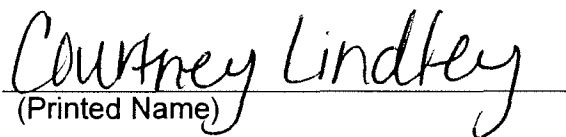
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Senior Field Manager		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Herman Johnson		

  
(Witness Signature)

  
(Printed Name)

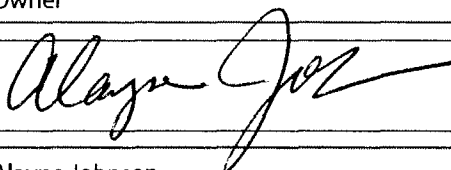
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

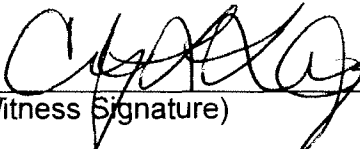
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Contractor Name:	All Points Inspection Services, Inc.


Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Owner		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Alayne Johnson		

  
(Witness Signature)

  
(Printed Name)


**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

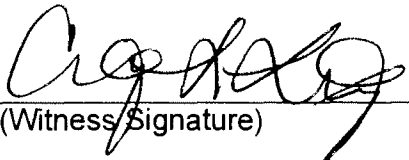
Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

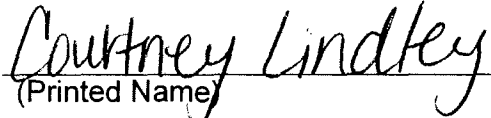
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	TV Operator		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Alvin Eddington		

  
(Witness Signature)

  
(Printed Name)

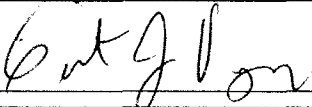
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

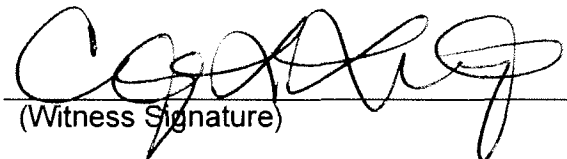
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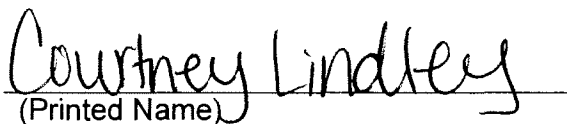
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Field Supervisor		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Gilbert Vega, Sr.		

  
(Witness Signature)

  
(Printed Name)

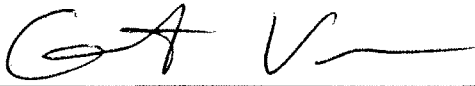
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	TV Operator		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Gilbert Vega, Jr.		

  
(Witness Signature)

  
(Printed Name)

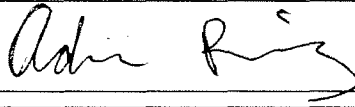
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

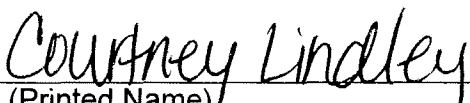
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	TV Operator		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Adrian Ramirez		

  
(Witness Signature)

  
(Printed Name)

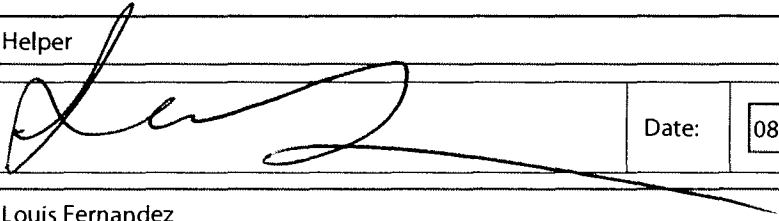
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

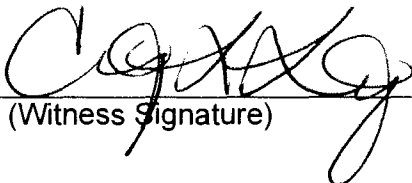
Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

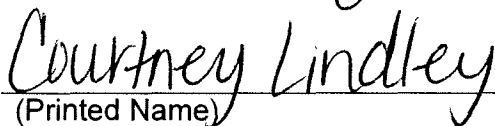
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Helper		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Louis Fernandez		

  
(Witness Signature)

  
(Printed Name)




**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

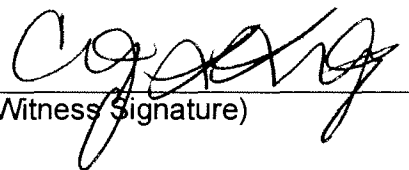
Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

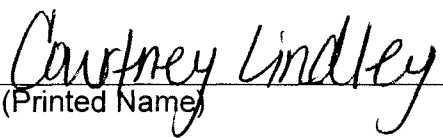
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	CDL Driver		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Jeremiah Chastain		

  
(Witness Signature)

  
(Printed Name)

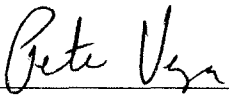
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

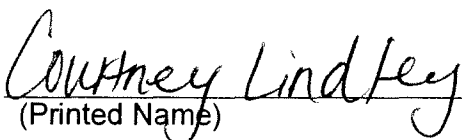
Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Helper		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Pete Vega		

  
(Witness Signature)

  
(Printed Name)

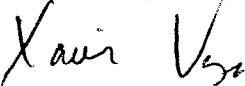
**CITY OF AUSTIN, TEXAS  
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	SDC 0185
Description of Services:	CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT
Contractor Name:	All Points Inspection Services, Inc.

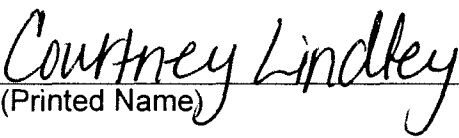
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Helper		
Signature of Employee:		Date:	08/07/2013
Employee's Printed Name:	Xavier Vega		

  
(Witness Signature)

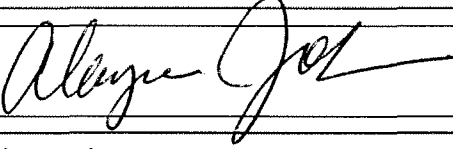
  
(Printed Name)

**City of Austin, Texas**  
**NONRESIDENT BIDDER PROVISIONS**  
SOLICITATION NO. SDC0185

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

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

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; min-height: 1.2em;">All Points Inspection Services, Inc.</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 1.2em;">08/07/2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 1.2em;">Alayne Johnson</div>		
Title:	<div style="border: 1px solid black; min-height: 1.2em;">Owner</div>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: SDC0185

PROJECT NAME: CLEANING AND CCTV INSPECTION OF STORM DRAIN INFRASTRUCTURE CONDUIT

**The City of Austin has determined that no goals are appropriate for this project.** Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

All Points Inspection Services, Inc.

Company Name

Alayne Johnson, Owner

Name and Title of Authorized Representative (Print or Type)

Signature

Date

08/07/13

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: SDC0185

PROJECT NAME: Cleaning and CCTV Inspection of Storm Drain Infrastructure Conduit

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	<u>All Points Inspection Services, Inc.</u>		
Address	<u>6613 Bramble Lane</u>		
City, State Zip	<u>Austin, TX 78754</u>		
Phone	<u>512-276-7180</u>	Fax Number	<u>512-276-7189</u>
Name of Contact Person	<u>Alayne Johnson</u>		
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

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

Alayne Johnson, Owner

Name and Title of Authorized Representative (Print or Type)

Alayne Johnson

Signature

8/7/13

Date

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

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

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

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

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

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID BEST VALUE: SDC0185 ADDENDUM NO. 1 DATE OF ADDENDUM: 7/30/2013

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

**I. Additional Information**

**1.0 Section 0500, Specification**

Add the following paragraph in its entirety:

- 1.4 No work will be assigned that falls within "Downtown" Austin, that area bounded by IH35 on the east, Lake Lady Bird to the south, Lamar Blvd to the west, and Martin Luther King Blvd on the north.

Replace paragraph 6.4.6 with the following:

Within two (2) business days of Conduit cleaning completion, the Contractor shall successfully conduct the CCTV inspection. If during this time, water accumulates in the Conduit because of a rain event, the City will pay for another cleaning. All other secondary cleaning will not be paid.

Replace paragraph 6.7.6 with the following:

Each Conduit shall be cleaned by performing "passes" on each segment. One pass constitutes running the nozzle to the end of the Conduit segment to flush the Conduit and pulling it back.

- a) "Light" cleaning includes up to three (3) passes,
- b) "Heavy" cleaning includes more than three (3) passes.

Replace paragraph 6.9.2 with the following

Within two (2) business days of completion of cleaning, the Contractor shall perform Conduit inspection in dry conditions so that the entire Conduit is visible. If during inspection, water is encountered inside the Conduit, then it shall be cleaned, and then re-inspected at no additional cost to the City. If water encountered is due to a rain event, the City will pay for another cleaning of the Conduit.

**2.0 Section 0600, Bid Sheet**

Replace the Bid Sheet (SDC01850600) in its entirety with the attached Bid Sheet marked SDC01850600 Revised 7-30-2013

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

*Steve Cocke*

Steve Cocke, Buyer II  
Purchasing Office, 512-974-2003

ACKNOWLEDGED BY:

All Points Inspection Services, Inc.  
SUPPLIER

*Alayne J. [Signature]*  
AUTHORIZED SIGNATURE

8/7/13  
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.





ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS

INVITATION FOR BID BEST VALUE: SDC0185 ADDENDUM NO. 2 DATE OF ADDENDUM: 8/8/2013

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

**I. Questions:**

Q. Can you please clarify what digital inspections are according to section 14.2?

A. Inspection with CCTV equipment

Q. On the bid sheet it states in Section 5.1 for resumes, proof of licenses and certifications according to Paragraph 14.10. Does this paragraph exist? We are not able to find paragraph 14.10 in the scope of work.

A. This is a mistake. It should reference 14.2

Q. We show attachment "E" as references rather than attachment "C". Is this correct?

A. Attachment E are the References.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY:

*Steve Cocke*

Steve Cocke, Buyer II  
Purchasing Office, 512-974-2003

ACKNOWLEDGED BY:

All Points Inspection Services, Inc.  
SUPPLIER

*Alayna J. [Signature]*  
AUTHORIZED SIGNATURE

8/8/13  
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

## Attachment A

### TV Contract Weekly Status Report

---

---

Current Week:

Work Order:

Linear feet cleaned this week:

- ☐ Heavy:
- ☐ Medium:
- ☐ Light:

Linear feet cleaned on work order to date:

- ☐ Heavy:
- ☐ Medium:
- ☐ Light:

Total estimated cleaning for work order:

- ☐ Heavy:
- ☐ Medium:
- ☐ Light:

Linear feet inspected this week:

Linear feet inspected for work order to date:

Total estimated inspection feet for work order:

---

## ATTACHMENT “B”

Sample Inspection Report from  
Peninsular Techhology's  
PipeTech V6

5 Pages including cover



**Surveyors name** 
**Certificate Number** 
**System Owner** 
**Survey Customer** 
**Drainage Area** 
**Sheet**

**P/O No.** 
**Pipeline Segment Reference** 
**Date** 
**Time** 
**Location (Street Name and number)** 
**Locality**

**Further Location details** 
**Upstream Manhole Number** 
**Rim to Invert** 
**Grade to Invert** 
**Rim to Grade**

**Downstream Manhole Number** 
**Rim to Invert** 
**Grade to Invert** 
**Rim to Grade** 
**Use of Sewer** 
**Direction** 
**Flow Control** 
**Height**

**Width** 
**Shape** 
**Material** 
**Ln. Method** 
**Pipe Joint Length** 
**Total Length** 
**Length Surveyed** 
**Year Laid** 
**Year Rehabilitated** 
**Tape / Media Number**

**Purpose** 
**Sewer Category** 
**Pre-Cleaning** 
**Cleaned** 
**Weather** 
**Additional Information**

Distance (Feet)	Code		Continuous defect	Value				Joint	Circumferential Location		Image Ref.	Struct. Grade	O&M Grade	Remarks
	Group/ Descriptor	Modifier/ severity		S/M/L	Inches		%		At / From	To				
					1st	2nd								
0.0	AMH													Starting inspection of pipe 428779 from manhole 149872 heading downstream to manhole 43269.
0.0	MWL						0							
0.0	OBZ		S01				5	5	7					rocks and dirt in bottom of pipe
7.0	MGO													Continuing inspection from 7' preset.
26.0	OBZ		F01				0	5	7				2x5	
182.1	MSA													Have to end inspection of pipe 428779 here due to sediment in bottom of the pipe.

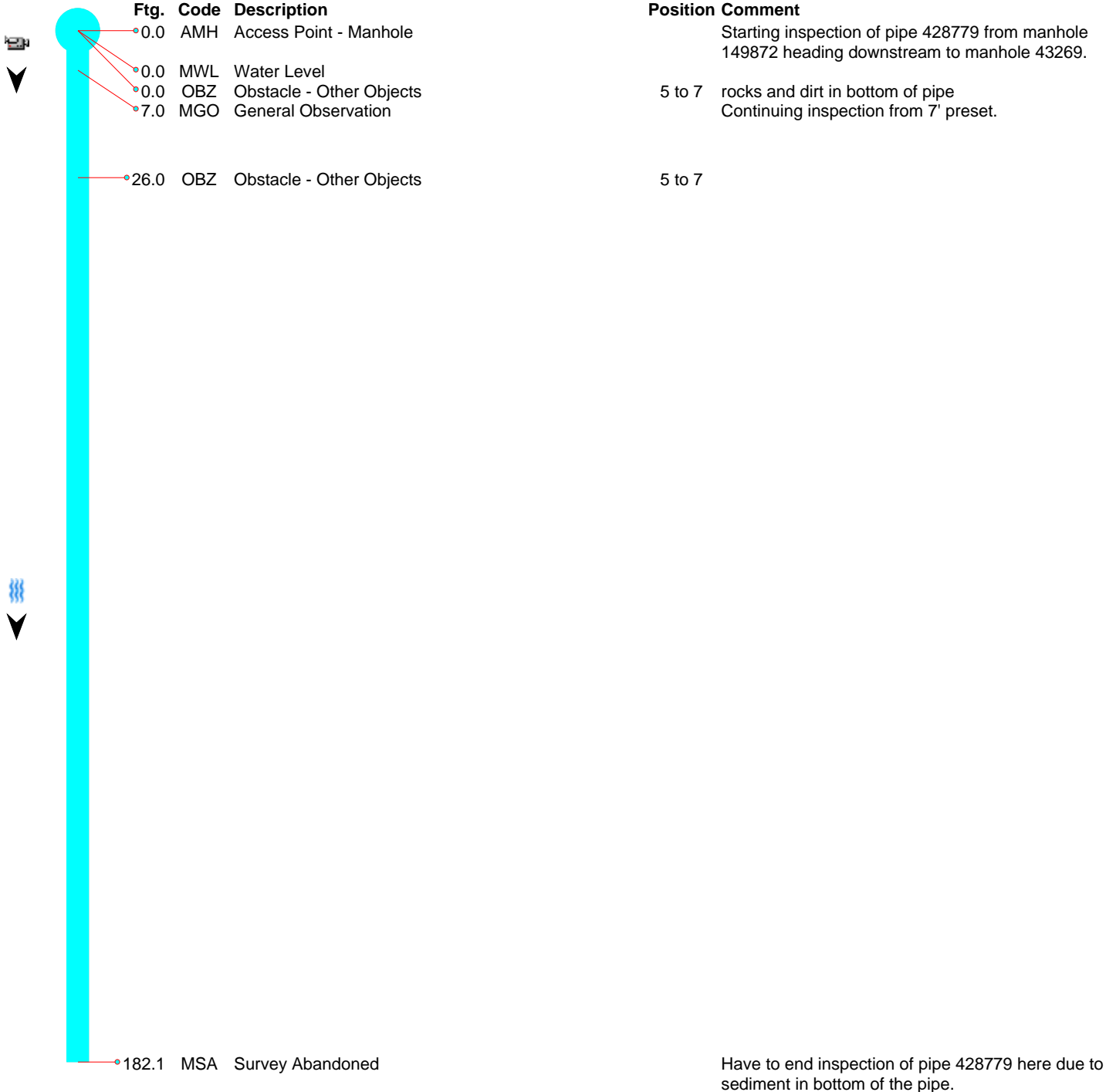
Segment	Structural								O & M								Overall							
	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Rating	Quick	Index
13-4726 M03	0	0	0	0	0	0	0000		0	10	0	0	0	10	2500	2.0	0	10	0	0	0	10	2500	2.0

# PACP Inspection Report

<b>Upstream MH</b> 149872	<b>Downstream MH</b> 432691	<b>Size</b> 36	<b>Material</b> Reinforced Concrete Pipe	<b>Total Length</b> 	<b>City</b> AUSTIN
<b>Surveyor's Name</b> Brian Crooks	<b>Certificate Number</b> U-710-11067	<b>Street Address</b> 4400 Elmont Dr		<b>Location Details</b> 4400 Elmont Dr	
<b>Direction</b> Downstream	<b>Purpose</b> 	<b>Weather</b> Dry	<b>Date</b> 20130314	<b>Time</b> 07:49	<b>Length Surveyed</b> 

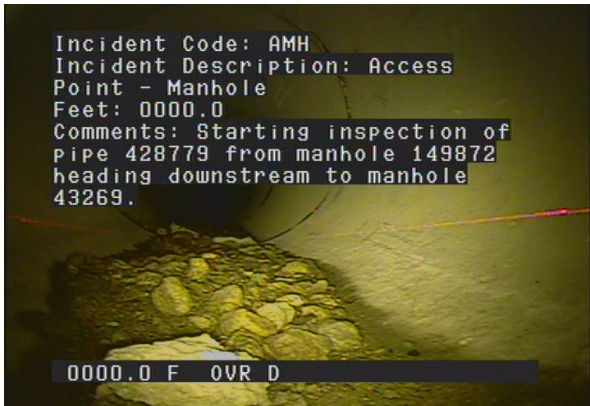
## Additional Information

Starting inspection of pipe 428779 from manhole 149872 heading downstream to manhole 43269.

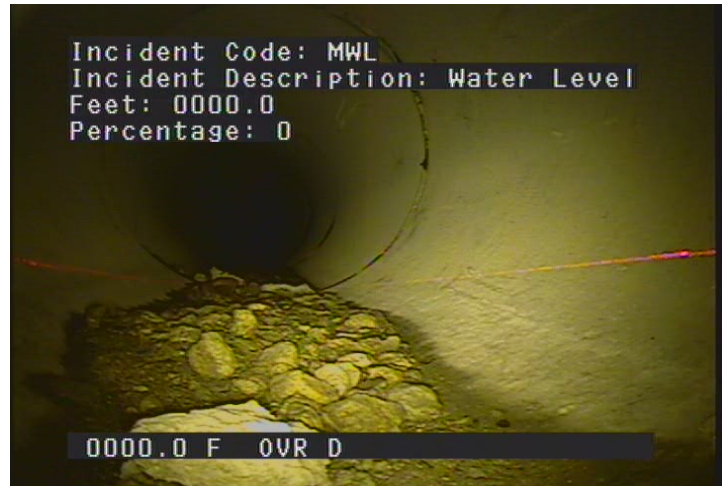


# Incident Snapshot Report

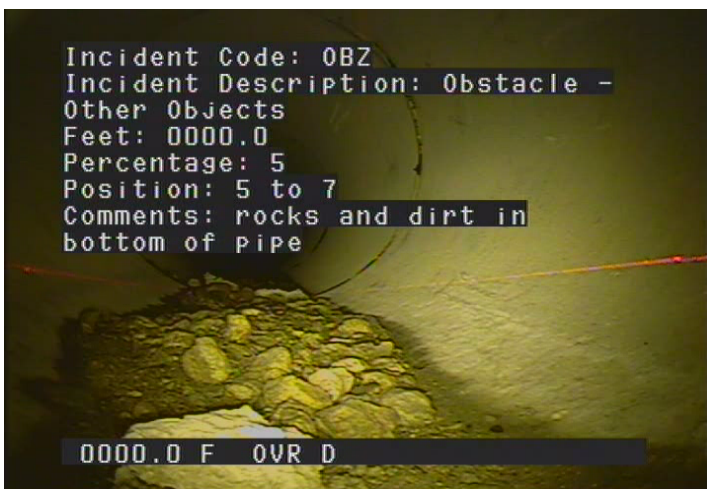
<b>Upstream MH</b> 149872	<b>Downstream MH</b> 432691	<b>Size</b> 36	<b>Material</b> Reinforced Concrete Pipe	<b>Total Length</b> 	<b>City</b> AUSTIN
<b>Surveyor's Name</b> Brian Crooks	<b>Certificate Number</b> U-710-11067	<b>Street Address</b> 4400 Elmont Dr	<b>Location Details</b> 4400 Elmont Dr		
<b>Direction</b> Downstream	<b>Purpose</b> 	<b>Weather</b> Dry	<b>Date</b> 20130314	<b>Time</b> 07:49	<b>Length Surveyed</b> 
<b>Additional Information</b> Starting inspection of pipe 428779 from manhole 149872 heading downstream to manhole 43269.					



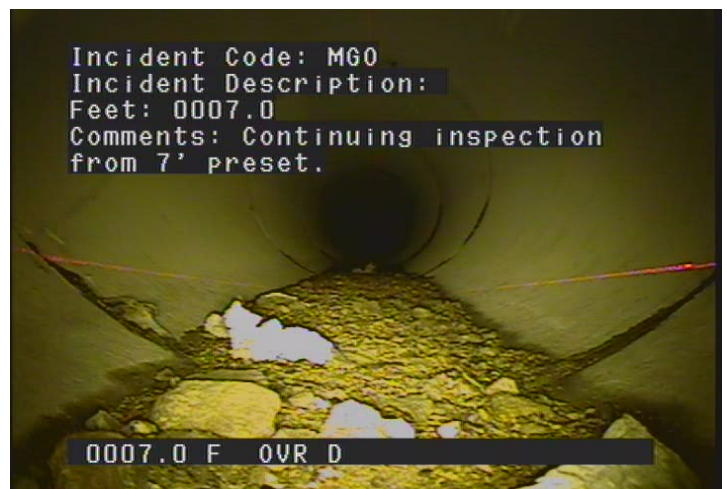
AMH - Access Point - Manhole @ 0.0 ft.  
Starting inspection of pipe 428779 from manhole 149872 heading downstream to manhole 43269.



MWL - Water Level @ 0.0 ft.



OBZ - Obstacle - Other Objects @ 0.0 ft.  
rocks and dirt in bottom of pipe



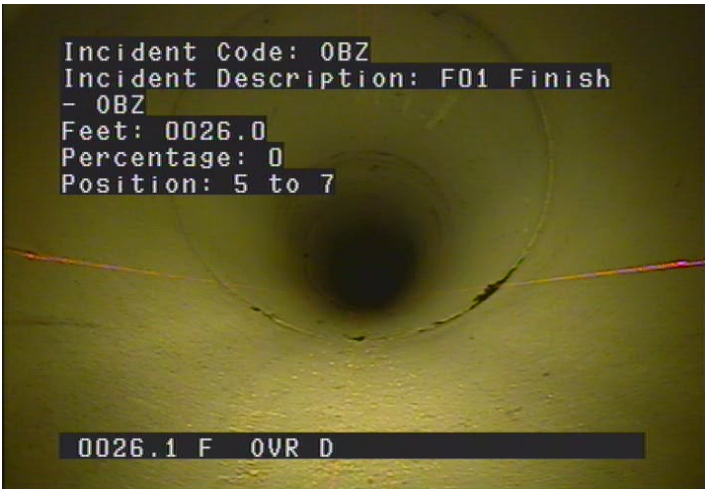
MGO - General Observation @ 7.0 ft.  
Continuing inspection from 7' preset.

# Incident Snapshot Report

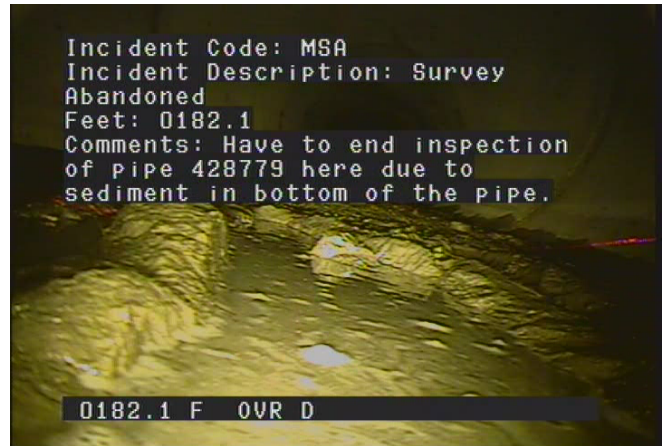
<b>Upstream MH</b> 149872	<b>Downstream MH</b> 432691	<b>Size</b> 36	<b>Material</b> Reinforced Concrete Pipe	<b>Total Length</b> 	<b>City</b> AUSTIN
<b>Surveyor's Name</b> Brian Crooks	<b>Certificate Number</b> U-710-11067	<b>Street Address</b> 4400 Elmont Dr	<b>Location Details</b> 4400 Elmont Dr		
<b>Direction</b> Downstream	<b>Purpose</b> 	<b>Weather</b> Dry	<b>Date</b> 20130314	<b>Time</b> 07:49	<b>Length Surveyed</b> 

## Additional Information

Starting inspection of pipe 428779 from manhole 149872 heading downstream to manhole 43269.



OBZ - Obstacle - Other Objects @ 26.0 ft.



MSA - Survey Abandoned @ 182.1 ft.  
Have to end inspection of pipe 428779 here due to sediment in bottom of the pipe.



# **ATTACHMENT “C”**

## **Final Report Format**

### **Overview**





This document describes the files and file organization that is expected for data deliveries. TV inspection files should be named and organized by these standards.

### **File Types**

Each inspection is comprised of four main files. Some inspections will also have photos showing specific information regarding the inspection (examples include location of buried manholes, or locations where a pipe has collapsed). Finally, each inspection is labeled on a map showing the extent of each inspection.

#### **1) TV Inspection File Types**

Each TV inspection consists of four files:

A word or text file that describes the inspection and any special considerations	 12-1574_03 Microsoft Office Word 2007 D... 11 KB
A pdf that contains a detailed report generated by PipeTech software	 12-1574_03 Adobe Acrobat Document 548 KB
A movie clip file (mpg) that is the video from the inspection	 12-1574_03 Movie Clip 252,994 KB
A PipeTech file (ptd) that can only be opened with PipeTech software	 12-1574_03 PTD File 896 KB

*Figure 1.*

#### **2) Supporting information**

Supporting information includes any photos that are taken during the inspection. For example, the location of a buried manhole might be marked with paint on the street, and documented with a photo.

#### **3) Paper Maps**

Paper maps are used by the TV crew to track work in the field. These paper maps are useful in determining which features are associated with an inspection.

- a. The location and extent of each inspection should be marked on a paper map, with the Inspection ID clearly labeled.



- b. In situations where unknown pipes are located during TV Inspection, these features should be drawn in on the map.



Figure 2.

- c. If the system is complex, or many unknown pipes are located, a sketch of the pipe network should be made, with inspections labeled accordingly:

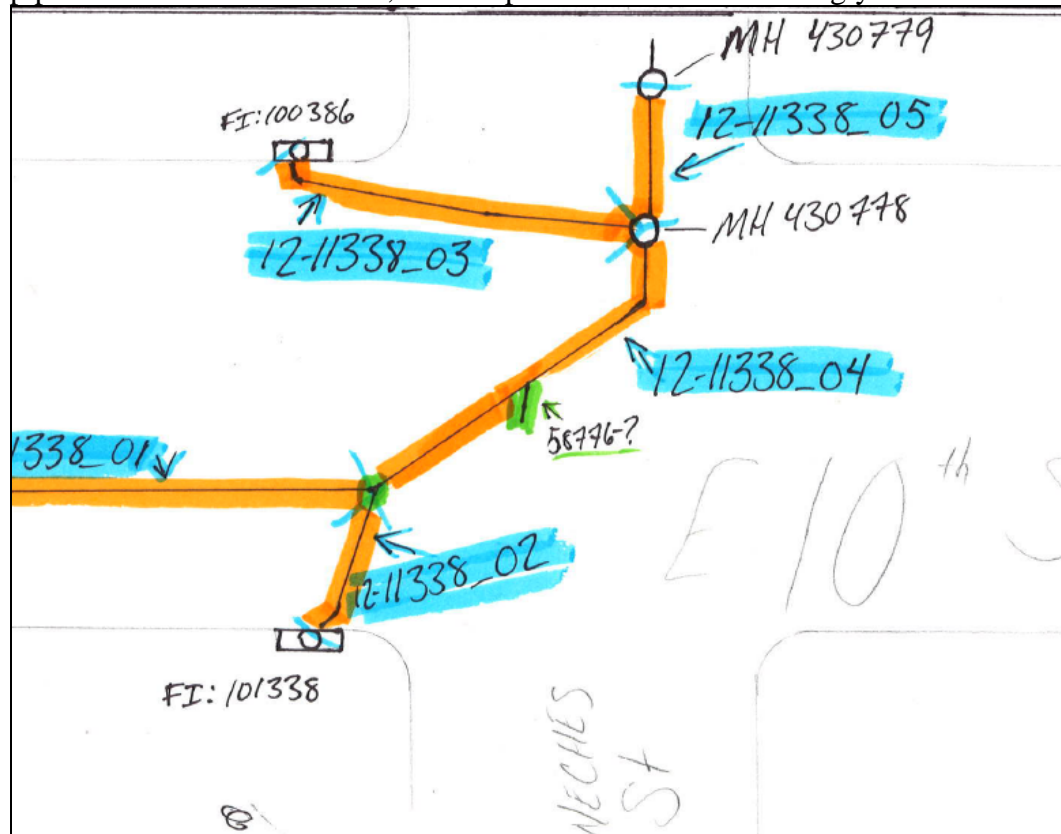


Figure 3.

- d. The paper field maps are scanned and stored in the folder along with the inspection folders:

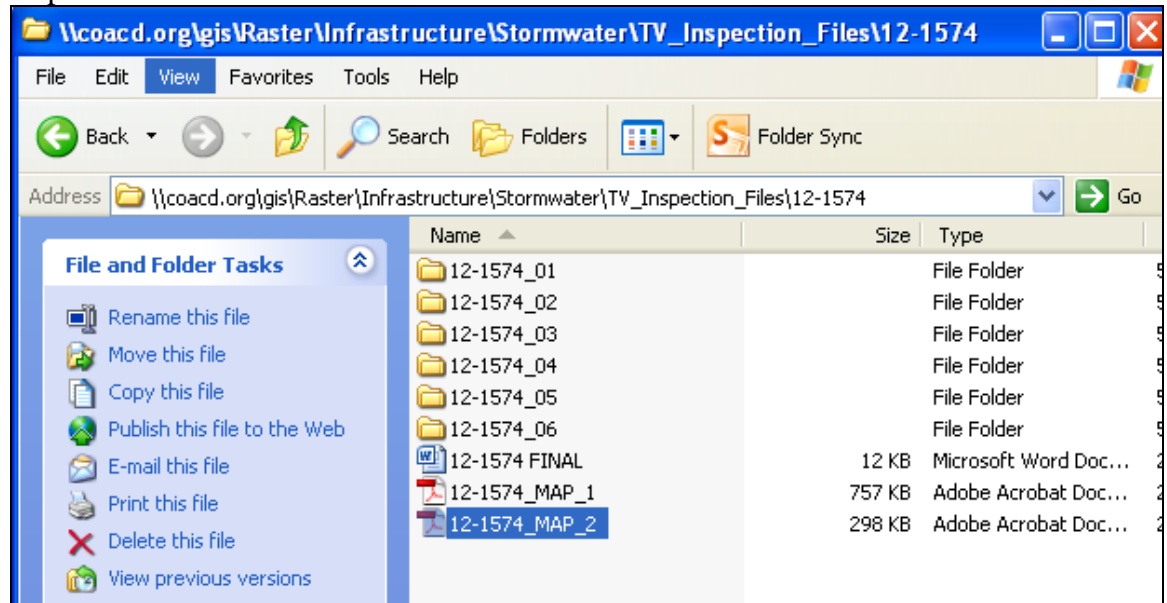


Figure 4.

## Folder Structure

Inspection files will be delivered in the folder structure described below. See the electronic appendix for an example file structure.

### 1) Inspection Folder

- a. Each pipe system will be assigned a Maximo number (**12-1574** in Figure 5 below).
- b. This folder contains each Inspection ID subfolder, the final write up, and the maps that were made for the inspections.

### 2) Inspection ID Subfolder

- a. Each inspection will receive an ID using the Maximo number and a sequential number as a suffix (12-1574\_01, 12-1574\_02, etc.).
- b. Each inspection ID folder contains the four main inspection files, and any supporting photos, or other information (see File Types section above).

- 3) Rename Files- The files should be renamed to match standard nomenclature: Maximo ID, followed by sequential inspection number. Some files will already be named this, but others may need to be manually renamed. (Example 12-1574\_01.pdf, 12-1574\_01.mpg, etc.)

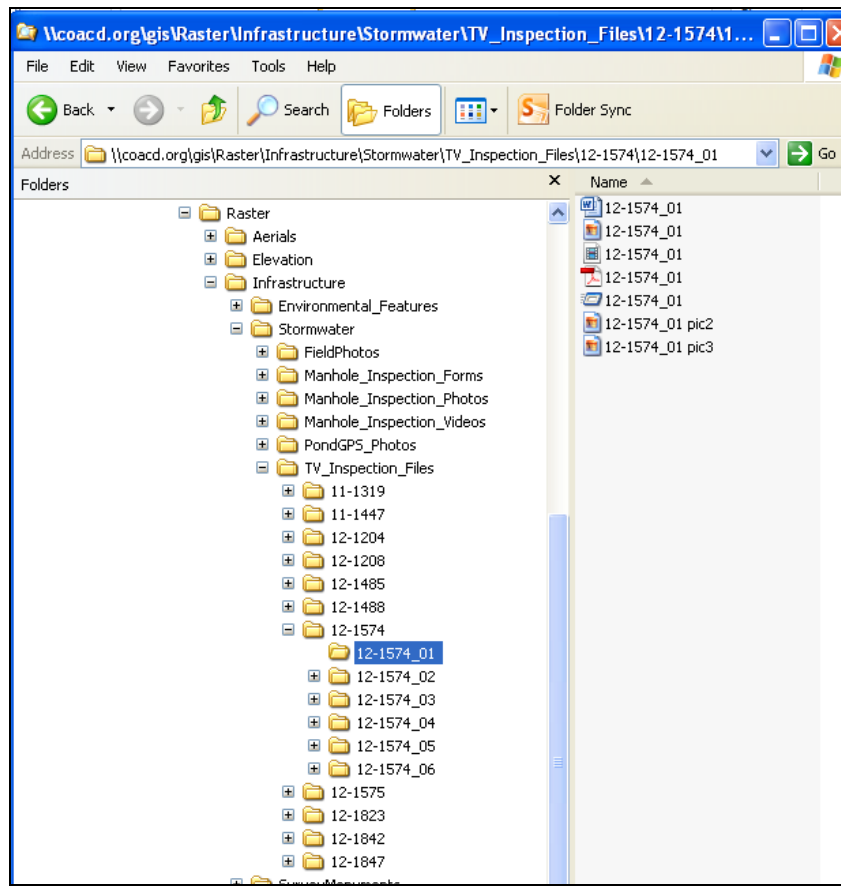


Figure 5.

# ATTACHMENT "D"

## Inspection Summary

Ticket number: 13-4726  
Inspection I.D.: M06  
Pipe Name: 440643  
Address: 4600 Elmont Dr  
Start: 432691  
End: 149872  
Direction: Upstream  
Size: 36"  
Material: RCP  
Footage Inspected: 609.9'

### Summary:

There was sediment build up in multiple spots in this inspection. There were multiple taps into this line from inlets on Elmont Dr. We had to end the inspection where inlet 183764 tap came in do to sediment build up.

**ATTACHMENT "E"**

**REFERENCES**  
**3 PAGES**

**Form Instructions:** Please complete and return this form with the bid/quote. The Quoter shall furnish references for at least five (5) customers to whom products and/or services of the same size and scope as those required by this solicitation have been provided within the two (2) years. The contact shall be someone familiar with the project. If the project contact has moved to another position/company, please provide his/her *new* address and phone number. Please direct any questions to City of Austin,

**SOLICITATION NUMBER:** \_\_\_\_\_  
**VENDOR'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Current Phone (     )     -     Fax (     )     -  
Project Name \_\_\_\_\_  
Project Start Date (month/year) \_\_\_\_\_ Project End Date (month/year) \_\_\_\_\_  
Project Size \_\_\_\_\_

**Project Description**

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

2. Company's Name \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Present Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Current Phone (     )     -     Fax (     )     -     \_\_\_\_\_

Project Name \_\_\_\_\_

Project Start Date \_\_\_\_\_ Project End Date \_\_\_\_\_

(month/year) (month/year)

Project Size \_\_\_\_\_

## Project Description

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

3. Company's Name \_\_\_\_\_  
 Name of Contact \_\_\_\_\_  
 Title of Contact \_\_\_\_\_  
 Present Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Current Phone ( ) - Fax ( ) -  
 Project Name \_\_\_\_\_  
 Project Start Date (month/year) \_\_\_\_\_ Project End Date (month/year) \_\_\_\_\_  
 Project Size \_\_\_\_\_

## Project Description

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

4. **Company's Name** \_\_\_\_\_

**Name of Contact** \_\_\_\_\_

**Title of Contact** \_\_\_\_\_

**Present Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Current Phone** (     )     -     **Fax** (     )     -     \_\_\_\_\_

**Project Name** \_\_\_\_\_

**Project Start Date** \_\_\_\_\_ **Project End Date** \_\_\_\_\_

(month/year) (month/year)

**Project Size** \_\_\_\_\_

## Project Description

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

5. Company's Name \_\_\_\_\_  
 Name of Contact \_\_\_\_\_  
 Title of Contact \_\_\_\_\_  
 Present Address \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Current Phone (     )     -     Fax (     )     -     \_\_\_\_\_  
 Project Name \_\_\_\_\_  
 Project Start Date \_\_\_\_\_ Project End Date \_\_\_\_\_  
 (month/year) (month/year)  
 Project Size \_\_\_\_\_

## Project Description

*(Please describe in detail how the product or service provided, and how it relates to the products and services the City requires as detailed in the documents of this solicitation. Bidder may attach additional pages for description as necessary.)*

## Attachment F

### Equipment Inventory List

Company Name: \_\_\_\_\_

Equipment Type	Brand / Model	Size	Year Made	Fuel Type	No. of Units	Condition	(O)wn or will (P)urchase

Contractor's Full Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Steve Cocke

**DATE:** 7/18/2013

**SUBJECT:** Request for Determination of Goals for Solicitation No.  
Project Name: **CLEANING AND CCTV INSPECTION OF STORM DRAIN  
INFRASTRUCTURE CONDUIT**

Commodity

Code(s): **94159**

Estimated Value: **\$ 448,000 (yr)**

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Departmental Point of Contact is: Donna Lee Bliss at Phone: 512-974-2530

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at **512-974-2003**

\_\_\_\_ **Approved w/ Goals**

\_\_\_\_ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: \_\_\_\_\_% MBE \_\_\_\_\_% WBE

b. Subgoals \_\_\_\_\_% African American \_\_\_\_\_% Hispanic

\_\_\_\_\_% Native/Asian American \_\_\_\_\_% WBE

This determination is based on the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Veronica Lara, Director

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

cc: Lorena Resendiz