



Amendment No. 4
of
Contract No. NA150000015
for
Diving Services to Inspect and Maintain Raw Water Intake and Screens
At Water Treatment Plant No. 4
between
U. S. Underwater Services LLC
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 90 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 2.0 Effective February 21, 2018 the term for the holdover will be March 9, 2018 to June 7, 2018
- 3.0 The total contract amount is unchanged for the hold over period. The Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 11/10/14 – 11/09/15	\$48,780.00	\$48,780.00
Amendment No. 1: Option 1 11/10/15 – 11/09/16	\$48,780.00	\$97,560.00
Amendment No. 2: Option 2 11/10/16 – 11/09/17	\$48,780.00	\$146,340.00
Amendment No. 3: 120 day Holdover 11/9/2017 – 3/9/2018 & added sites for inspection services	\$0.00	\$146,340.00
Amendment No. 4: 90 day Holdover 3/9/2018 6/7/2018	\$0.00	\$143,340.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 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.

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:

Rachel Potter

2/21/18

Printed Name: Rachel Potter- Director of Sales & Marketing
Authorized Representative
U. S. Underwater Services LLC
123 Sentry Dr.
Mansfield, TX 76063

Signature and Date:

Georgia Billela 2/21/18

Georgia Billela, Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 3
of
Contract No. NA150000015
for
Diving Services to Inspect and Maintain Raw Water Intake and Screens
At Water Treatment Plant No. 4
between
U. S. Underwater Services LLC
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"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)."

- 2.0 Effective November 9, 2017 the term for the holdover will be November 9, 2017 to March 9, 2018
- 3.0 The following locations were added to the inspection services of this contract at current prices listed in the contract.
- Albert R. Davis Water Treatment Plant – 3500 W. 35th Street Austin, TX 78703
 - Albert H. Ullrich Water Treatment Plant – 1000 Forest View Dr. Austin, TX 78746
 - River Place Water Treatment Plant – 8825 Big View Dr. Austin, TX 78730
 - Emma Long Water Treatment Plant – 1600 City Park Rd. Austin, TX 78730
- 4.0 The total contract amount is unchanged for the hold over period. The Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 11/10/14 – 11/09/15	\$48,780.00	\$48,780.00
Amendment No. 1: Option 1 11/10/15 – 11/09/16	\$48,780.00	\$97,560.00
Amendment No. 2: Option 2 11/10/16 – 11/09/17	\$48,780.00	\$146,340.00
Amendment No. 3: 120 day Holdover 11/9/2017 – 3/9/2018 & added sites for inspection services	\$0.00	\$146,340.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 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.

7.0 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:

Printed Name:
Authorized Representative

U. S. Underwater Services LLC
123 Sentry Dr.
Mansfield, TX 76063

Signature and Date:

Georgia Billela, Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA150000015
for
Diving Services to Inspect and Maintain Raw Water Intake and Screens
At Water Treatment Plant No. 4
between
U. S. Underwater Services LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 10, 2016 the term for the extension option will be November 10, 2016 to November 9, 2017 and there are no remaining options.
- 2.0 The total contract amount is increased by \$48,780.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/10/14 – 11/09/15	\$48,780.00	\$48,780.00
Amendment No. 1: Option 1 11/10/15 – 11/09/16	\$48,780.00	\$97,560.00
Amendment No. 2: Option 2 11/10/16 – 11/09/17	\$48,780.00	\$146,340.00

- 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: T. Gray 10.17.16
Printed Name: Tammy Gray
Authorized Representative

Signature and Date: Beatrice Washington 11/7/16
Beatrice Washington, Contract Compliance Specialist Sr.
City of Austin
Purchasing Office

U. S. Underwater Services LLC
123 Sentry Dr.
Mansfield, TX 76063



Amendment No. 1
of
Contract No. NA150000015
for
Diving Services to Inspect and Maintain Raw Water Intake and Screens
At Water Treatment Plant No. 4
between
U. S. Underwater Services LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 10, 2015 the term for the extension option will be November 10, 2015 to November 9, 2016 and there is one remaining option.
- 2.0 The total contract amount is increased by \$48,780.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/10/14 – 11/09/15	\$48,780.00	\$48,780.00
Amendment No. 1: Option 1 11/10/15 – 11/09/16	\$48,780.00	\$97,560.00

- 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:

Jim Schrader

Printed Name: Jim Schrader-
Director of Sales and Marketing
Authorized Representative

U. S. Underwater Services LLC
123 Sentry Dr.
Mansfield, TX 76063

Signature and Date:

Beatrice Washington 11/2/15
Beatrice Washington, Contract Compliance Specialist Sr.
City of Austin
Purchasing Office



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

November 3, 2014

U.S. Underwater Services, LLC
Attn: Jim Schrader
123 Sentry Drive
Mansfield, TX 76063

Mr. Schrader

Attached is a fully executed copy of the contract awarded to your firm to provide diving services in accordance with your response to City of Austin's Invitation for Bid.

Responsible Department:	Austin Water Utility
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	darrell.richmond@austintexas.gov
Department Contact Telephone:	512/972-0313
Project Name:	Diving Services to Inspect and Maintain Raw Water Intake and Screens for WTP4
Contract Number:	NA150000015
Contract Period:	11/10/14 – 11/09/15
Contract Amount:	\$48,780
Extension Options:	Two 12-Month Extension Options
Extension Amount Per Option:	\$48,780
Requisition Number:	RQM 2200 14032700275
Solicitation Number:	STA1133
Council Date:	N/A
Agenda Item No.:	N/A

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at 512/972-4040.

Sincerely,

Stephen A. Aden, Sr.
Corporate Purchasing Manager
Purchasing Office
Finance and Administrative Service Department

cc: Darrell Richmond, AWU

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
U.S. UNDERWATER SERVICES, LLC (“Contractor”)
for
DIVING SERVICES TO INSPECT AND MAINTAIN RAW WATER INTAKE AND SCREENS AT
WATER TREATMENT PLANT NO. 4
NA150000015**

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 U.S. Underwater Services, LLC having offices at Mansfield, TX 76063 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 STA1133.

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), STA1133 including all documents incorporated by reference

1.1.3 U.S. Underwater Services, LLC Offer, dated 7/23/14, 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 twelve (12) months and may be extended thereafter for up to two (2) 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 \$48,780 for the initial Contract term and \$48,780 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

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 N/A

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.

CITY OF AUSTIN

Stephen T. Aden, Sr.

Printed Name of Authorized Person



Signature

Purchasing Manager Corporate

Title:

11/3/2014

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: STA1133

DATE ISSUED: July 7, 2014

COMMODITY/SERVICE DESCRIPTION: Diving Services to
Inspect and Maintain Raw Water Intake and Screens

REQUISITION NO.: 2200 14032700275

COMMODITY CODE: 96226

MANDATORY PRE-BID CONFERENCE TIME AND DATE: 1:00
PM; July 17, 2014

LOCATION: Ullrich Water Treatment Plant, 1000 Forest View Dr.,
Austin, TX 78746

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

Stephen T. Aden, Sr.
Corporate Purchasing Manager

Phone: (512) 972-4040

E-Mail: steve.aden@austintexas.gov

BID DUE PRIOR TO: 2:00 PM, July 29, 2014

BID OPENING TIME AND DATE: 2:15, July 29, 2014

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

LIVE BID OPENING ONLINE:

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

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

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

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

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response
Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200
Solicitation Instructions for more details.

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

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

Solicitation No. IFB STA1133

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION (AWU-164)	6
ATT 1	Appendix A through F	23
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not

perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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

Company Name: US Underwater Services, LLC

Address: 123 Sentry drive, Manfield, Texas 76063

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Jim Schrader

Title: Director of Sales & Marketing

Signature of Officer or Authorized Representative: [Signature]

Date: 7/23/14

E-mail Address: jimschrader@usunderwaterservices.com

Phone Number: Office: 800-860-2178 / Cell: 817-240-8360

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award



**INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN**

**DIVING SERVICES TO INSPECT AND MAINTAIN RAW WATER INTAKE AND
SCREENS**

IFB NO. STA1133

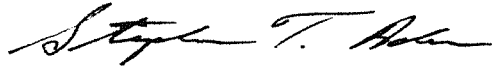
Addendum No. 1

Date: July 18, 2014

The purpose of this addendum is to make changes to the requirement as a result of the Mandatory Pre-Bid Conference held on July 17, 2014.

- 1.0** Reference Section 0500 "Specification" No. AWU-164, paragraph 4.4 change to read as follows:
- 4.4 The Contractor shall provide all tools and equipment, and materials necessary to perform this job safely and effectively. Weight of the aluminum flange is 1,112.3 lb-mass, not to include potential debris on the flange. Contractor to provide epoxy coating when reapplication of epoxy is required. Epoxy shall be AquataPoxy A-7 by Raven Lining Systems, or an approved equal. See Appendix F for specification. Contractor will be responsible for any damage to existing structure or coating due to work performed.
- 2.0** Reference Section 0400, "Supplemental Purchase Provisions", paragraph 1 "Explanations or Clarifications", the time period for submitting questions is hereby extended to 2:00 PM, July 25, 2014.
- 3.0** Reference the Offer Sheet under the heading '**BID DUE PRIOR TO**' change as follows:
- FROM:** 2:00 PM, July 29, 2014
TO: 2:00 PM, August 5, 2014
- 4.0** Reference the Offer Sheet under the heading '**BID OPENING TIME AND DATE**' change as follows:
- FROM:** 2:15 PM, July 29, 2014
TO: 2:15 PM, August 5, 2014
- 5.0** **All other provisions of the solicitation shall remain unchanged and in full force and effect.**


BY THE SIGNATURES affixed below Addendum No. 1 is hereby incorporated into and made a part of the above-referenced Invitation for Bid.



Approved By: _____
Stephen T. Aden Sr.
Corporate Purchasing Manager

Acknowledged By:


Bidder's Name


Authorized Signature

U.S. UNDERWATER CORP.
123 SI
MANSF

Return one (1) copy to the Purchasing Office, City of Austin, prior to closing or with sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



**INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN**

**DIVING SERVICES TO INSPECT AND MAINTAIN RAW WATER INTAKE AND
SCREENS**

IFB NO. STA1133

Addendum No. 2

Date: July 24, 2014

The purpose of this addendum is to answer questions submitted by bidder on this project and to correct the date on the bid sheet.

1.0 Reference Section 0600 "Bid Sheet" change to the Bid Opening Date and Time to read, **August 5, 2014 @ 2:15 PM.**

2.0 The following are questions presented by bidder and the City's response:

1Q: We are required to confirm the bolts are tight in several locations. What is "tight"? Is there a certain torque spec to test against?

1A: Generally, bolts (including anchor bolts and concrete anchors) are to be tightened to the "snug-tight" condition, defined as tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. High strength bolts: Verify adequate tightening by means of tension indicator washers placed as indicated in ASTM F959, Figure 1.

2Q: What is the size of the hardware that we are required to check?

2A: Bolts are no greater than 3" in diameter.

3Q: Why is there such a difference in dive depths? The max depth of the inspection work is listed as 190' and max depth of the Intake Changing Procedure is listed as 75'. If you look at the profile view of the lower intake, there is only a 17' difference on the plans. Are we required to go to the bottom of the vertical shaft?

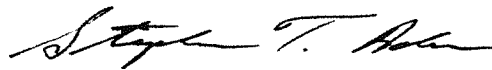
3A: The estimated maximum dive depth for the intake changing procedure was calculated assuming the lake level will change gradually enough that access to the upper-most and lower-most screens will not be required in the same trip. Because inspection of all three screens may be required regardless of lake level, the maximum dive depth for inspection was calculated assuming the lake was full and that access to the bottom-most screen was required. The bottom of the vertical shaft is below the existing lake bottom per drawing 4-10-M01. The Contractor will not be asked to inspect the structure below the existing lake bottom per drawing 4-10-M01 (attached in the original specification).

4Q: The Purchase specifications state that the contract work hours are from 7:00 AM – 5:00 PM on weekdays. Can lock out tag outs take place before and after that time or does it have to take place during the “work hours”?

4A: As noted in Section 6.3, work involves coordination with an operational water treatment plant. It is possible to place lock outs outside work hours, providing this is acceptable to plant operation.

3.0 All other provisions of the solicitation shall remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below Addendum No. 2 is hereby incorporated into and made a part of the above-referenced Invitation for Bid.



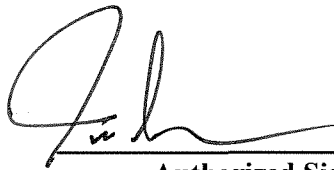
Approved By: _____

Stephen T. Aden Sr.
Corporate Purchasing Manager

Acknowledged By:



Bidder's Name



Authorized Signature

U.S. UNDERWATER SERVICES, LLC
123 SENTRY DRIVE
MANSFIELD, TX 76063

Return one (1) copy to the Purchasing Office, City of Austin, prior to closing or with sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

**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.

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13. PAYMENT:

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. RIGHT TO AUDIT:

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

18. SUBCONTRACTORS:

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

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

19. **WARRANTY – PRICE:**

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

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

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

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

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

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

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 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

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

31. INDEMNITY:

A. Definitions:

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

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

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

A. General Requirements.

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

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

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

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

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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

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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

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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.

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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".

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM; July 18, 2014 by E-Mail at steve.aden@austintexas.gov or by FAX at 512/972-0111.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will **NOT** be considered.

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

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

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

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

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

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

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) 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.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Brian Spencer – Water Treatment Plant #4
Address	6800 N FM 620 Rd.
City, State Zip	Austin, Texas 78732

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- 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.

6. **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;
 - 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:

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- 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. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- 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.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to 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>

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

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- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond, Senior Buyer – Austin Water Utility

E-Mail: Darrell.richmond@austintexas.gov

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Phone: 512/972-0313

*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 SPECIFICATION
**DIVING SERVICES
TO
INSPECT AND MAINTAIN RAW WATER INTAKE AND SCREENS**

1. SCOPE AND CLASSIFICATION

1.1. Scope

This specification establishes the minimum requirements for a service agreement to inspect and change flanges of three (3) raw water intake screens, herein referred to as the screens, located at the Water Treatment Plant #4 intake structure in Lake Travis. Unless otherwise specified herein, the Contractor is to furnish all labor, materials, equipment, and incidental necessary to accomplish the above mentioned tasks. This specification includes sections on Scope and Classification, Applicable Specifications, Minimum Qualifications, Background Information, Scope of Work, Other Requirements, Omissions, Billing and Invoice Requirements, Appendix A: Screen Location and Structure, and Appendix B: AquataPoxy A-7 Specification.

1.2. Classification

The work performed on a screen shall include but is not limited to: inspecting each screen, including inspecting its support structure and maintaining the structure by reapplying the epoxy coating in damaged areas as needed, and changing the intake by removing the flange in one screen and replacing the flange in another screen. The intake is changed by 1) removing the flange inside one screen and placing it on the floor of the same screen ("opening" the screen) and 2) replacing the flange for another screen by lifting the flange off the floor of the screen and securing it in place ("closing" the screen). One screen will need to be opened and another screen may need to be closed during each changing. Following performance of work, a follow-up report will be required detailing the status of the screens and the work performed. The services described herein are for use by the Austin Water Utility.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/ Revision</u>	<u>Department Approval</u>	<u>Purchasing Approval</u>
4/25/2014	Olivia Beck, E.I.T.	Issuance	Andres Ramirez	Steve Aden

This specification, until revised or rescinded, shall apply to each future purchase and contract for the service described herein. Retain for future reference.

2. APPLICABLE SPECIFICATIONS

- 2.1. The Contractor shall comply with all applicable guidelines and regulation specified by the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and the Association of Diving Contractors International (ADCI) in addition to any other applicable federal, state, and local rules and regulations.

3. MINIMUM QUALIFICATIONS

- 3.1. Bids shall be considered only from Contractors who have been in business for a minimum of seven (7) consecutive years. Contractors shall submit a brief company history with their bid.
- 3.2. Contractors shall submit the following information with their bid on at least three (3) similar projects involving commercial diving or underwater construction completed in the past five (5) years as demonstration of satisfactory past performance:
 - 3.2.1. Facility name and location
 - 3.2.2. Contact person and phone number
- 3.3. All Contractor's personnel performing the work shall have the following certifications:
 - 3.3.1. Current dive physicals in compliance with ADCI
 - 3.3.2. Current CPR, Oxygen and First Aid certifications, ADCI Cards, Confined Space and OSHA training
 - 3.3.3. Dive Supervisor will have an OSHA 30 certificate and an ADCI Supervisor card
 - 3.3.4. 29 CFR 1910.146, OSHA Permit Required Confined Space Certification

4. BACKGROUND INFORMATION

- 4.1. A mandatory Pre-bid meeting will be held. During this time there will be a discussion of the requirements, and Contractors shall have the opportunity to ask questions about the requirements. Any Contractor that does not attend this mandatory pre-bid meeting will not be considered for award.
- 4.2. The Austin Water Utility (AWU) owns and operates three (3) intake screens located at the Water Treatment Plant #4 intake structure in Lake Travis, Austin, Texas. The historical average lake level is 667.66 ft above Mean Sea Level (MSL); the historical maximum lake level is 710.44 ft above MSL (occurred in 1991), and the historical minimum lake level is 614.18 ft above MSL (occurred in 1951). The screens are used, with one in service at a time, to provide raw water from Lake Travis to Water Treatment Plant #4. Intake will be changed as the lake's water surface level changes to maximize water quality. The approximate location of the upper screen is 30° 24' 27.4206" latitude, -97° 52' 36.9048" longitude; the middle screen's centerline is approximately 80' west of the upper screen's centerline, and the lower screen's centerline is approximately 75' west of the middle screen's centerline. Each screen is 24'-1" tall, 30'-6 3/4" wide, and octagonal in shape, with an entry hatch that is 3'-3" by 3'-3" and screen slot opening size of 1". The elevations of the tops of the screens are 652 ft above MSL, 607 ft above MSL, and 568 ft above MSL for the upper, middle, and lower screen, respectively. The elevation of the bottom of the support structure of each screen shall vary based on the lake bottom profile; based on a survey conducted in February 2010, the elevations of the bottom of the support structures are approximately 600 ft above MSL, 545 ft above MSL, and 520 ft above MSL for the upper, middle, and lower screens, respectively. Dimensions and elevations are approximate and should not be used for cost estimation. Appendix A includes plans for additional information regarding screen location and structure. The screens were installed in 2012 and placed in

service in 2014. As of December 2013, zebra mussels have not been found in Lake Travis; however, they have been found in Belton Lake, which is approximately 75 miles north of Lake Travis.

- 4.3. Water Treatment Plant #4 Management has adopted a tentative one year inspection frequency for the screens. Frequency for intake changing will vary depending on the rate of change of the lake level, but is not expected to exceed more than two changes per year.
- 4.4. The Contractor shall provide all tools, equipment, and materials necessary to perform this job safely and effectively. Weight of the aluminum flange is 1,112.3 lb-mass, not including potential debris on the flange. Contractor to provide epoxy coating when reapplication of epoxy is required. Epoxy shall be AquataPoxy A-7 by Raven Lining Systems, **no approved equal**. See Appendix B for specification. Contractor will be responsible for any damage to existing structure or coating due to work performed.

5. **SCOPE OF WORK**

- 5.1. The Contractor shall submit two (2) copies of the following documents prior to performing any work to the Plant Representative, herein referred to as the Engineer, for approval. Contractor shall not mobilize prior to written approval of the following documents by the Engineer.
 - 5.1.1. A comprehensive work plan that clearly shows the work task sequencing plan and task time duration requirements.
 - 5.1.2. A job safety plan.
- 5.2. The Contractor is responsible for providing all necessary safety equipment.
- 5.3. The Contractor is responsible for obtaining all necessary federal, state, and local permits required to complete work.
- 5.4. Inspection Procedure:
 - 5.4.1. Anticipated maximum dive depth for inspection is 190 feet.
 - 5.4.2. Riser pipe – Review condition of riser pipe, confirm bolts on intake flange are tight, randomly select 30% of bolts.
 - 5.4.3. Sloping intake pipe – Review condition of sloping intake pipe. Check flanges and randomly select 10% of bolts for tightness.
 - 5.4.4. Upper intake support and screen – Confirm the intake pipe is resting properly in both intake saddles. Confirm both intake saddle supports are grouted in all 4 locations. Confirm bolts between intake screen support and intake screen are tight, randomly select bolts. Review condition of upper intake screen. Confirm screens are intact, with no loose parts or materials, and installed properly. From both the inside and the outside of the screen, check for debris and corrosion in and on screens, and check for any damage or abnormalities. The focus of the inspection shall be inspecting the face of the screens.
 - 5.4.5. Middle intake support and screen – Confirm the intake pipe is resting properly in both intake saddles. Confirm bolts between intake screen support and intake screen are tight, randomly select bolts. Review condition of middle intake screen. Confirm screens are intact, with no loose parts or materials, and installed properly. From both the inside and the outside of the screen, check for debris and corrosion in and on screens, and check for any damage or abnormalities. The focus of the inspection shall be inspecting the face of the screens.
 - 5.4.6. Lower intake support and screen – Confirm bolts between intake riser and intake screen support are tight, randomly select bolts. Confirm bolts between intake screen support and

intake screen are tight, randomly select bolts. Review condition of lower intake screen. Confirm screens are intact, with no loose parts or materials, and installed properly. From both the inside and the outside of the screen, check for debris and corrosion in and on screens, and check for any damage or abnormalities. The focus of the inspection shall be inspecting the face of the screens.

- 5.4.7. Support structure at mud line – Check for scouring and accumulation of mud and debris. Check for any shifting of rocks and boulders.
- 5.4.8. Hardware that has epoxy coating needs to be checked to make sure all epoxy is in place. Where coating has chipped, scratched, worn off, or is otherwise damaged, reapply epoxy coating. Epoxy application will be per manufacturer's recommendations and may require surface cleaning before application.
- 5.4.9. Saddles – Check all saddles to make sure grout is still in place and doing its job.
- 5.4.10. Within ten (10) working days of completion of inspection, submit a comprehensive report fully detailing in writing the status of the intake structure, including the riser pipe, sloping intake pipe, upper intake support and screen, middle intake support and screen, lower intake support and screen, saddles, and support structure at mud line.
 - 5.4.10.1. Include photographs of the intake structure, including all above-mentioned areas and any additional photographs necessary to fully document the status of the intake structure.
 - 5.4.10.2. If work was performed during inspection, include photographs of each work area before and after work was completed, as well as a description of the work performed and the status of each work area before and after work was completed.
 - 5.4.10.3. Report shall be mailed and sent electronically to the Engineer, as is detailed in Section 8.2 of this specification. Report may be submitted with invoice or mailed separately.

5.5. Intake Changing Procedure

- 5.5.1. Anticipated maximum dive depth for intake changing is 75 feet.
- 5.5.2. Open screen to be placed into service
 - 5.5.2.1. Follow all appropriate OSHA and ADCI safety requirements and prepare appropriate job hazard analysis.
 - 5.5.2.2. At the appropriate intake screen, open the manway hatch on the top of the screen structure.
 - 5.5.2.3. Inside the intake screen, swim to the aluminum flange.
 - 5.5.2.4. Remove cotter pins on fastener on aluminum flange.
 - 5.5.2.5. Carefully lift up aluminum flange and move over. Place to the side of the opening on the floor of the screen structure.
 - 5.5.2.6. Replace cotter pins in fasteners.
 - 5.5.2.7. After work is completed, remove any tools or supplies from screen enclosure.
- 5.5.3. Close screen to be removed from service
 - 5.5.3.1. Follow all appropriate OSHA and ADCI safety requirements and prepare appropriate job hazard analysis.
 - 5.5.3.2. At the appropriate intake screen, open the man way hatch on the top of the screen structure.
 - 5.5.3.3. Inside the intake screen, swim to the aluminum flange.
 - 5.5.3.4. Remove cotter pins on fastener.

- 5.5.3.5. Using chain fall, carefully lift up aluminum flange and move over. Place over center pipe.
- 5.5.3.6. Replace cotter pins in fasteners on aluminum flange.
- 5.5.3.7. After work is completed, remove any tools or supplies used from screen enclosure.

6. OTHER REQUIREMENTS

- 6.1. The Contractor shall perform all work fully and timely and in a manner consistent with generally accepted industry standards and practices. Contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- 6.2. The Contractor shall mobilize equipment within twenty one (21) calendar days after receiving a notice to proceed from the Engineer.
- 6.3. Intake screens are part of an operational water treatment plant. Contractor shall coordinate with Water Treatment Plant #4 operations staff to schedule work.
- 6.4. The Contractor shall provide a full twelve (12) month warranty on all workmanship and materials. All costs incidental to such additional work shall be borne by the Contractor.
- 6.5. Water Treatment Plant #4 is a secure site. The Contractor shall comply with all security measures as specified in the contract documents.
- 6.6. The Contract work hours are from 7:00 a.m. to 5:00 p.m. on weekdays. The Contractor shall not be allowed extended work hours or be allowed to work on holidays or weekends without prior approval of the Engineer. All deliveries are restricted to the work hours and shall be received by the Contractor personnel. The Engineer shall be notified of all deliveries twenty four (24) hours in advance.
- 6.7. The Contractor is responsible for providing access and boat transportation for all marine activities, including transportation for City personnel as requested.

7. OMISSIONS

- 7.1. It is the intent of this scope of work to describe a complete procedure to inspect and change the intake screens at Water Treatment Plant #4. It is not intended to supersede any industry standards or safety procedures established by any government agency. Any steps that have been omitted from this specification that are clearly necessary for safe completion of these services shall be considered a requirement.

8. BILLING / INVOICE REQUIREMENTS

- 8.1. The Austin Water Utility will acknowledge payment upon completion of services and upon receipt of proper invoice. Invoices shall not arrive prior to completion of services. Invoice shall include, but is not limited to the following:
 - The Contractor's name, on a professionally printed form
 - The Contractor's invoice number
 - The Contractor's address and phone number
 - The City's contract number or purchase order number
 - Date of service
 - Location of service

- Itemized description and pricing for the service
- Daily activity log, including detailed description of the work performed each day and the time to perform each activity

8.2. Invoices shall be mailed within 10 working days after completion of services to:

Water Treatment Plant #4
ATTN: Brian Spencer
6800 N FM 620 Rd
Austin, Texas, 78732
Brian.Spencer@austintexas.gov

Appendix A:

Austin Water Utility

Security Requirements

Appendix A: Security Requirements

PART 1 – GENERAL

1.1 SECURITY POLICY

Paramount to the Austin Water Utility are 1) the production and delivery of an adequate supply of safe drinking water to all customers, 2) uninterrupted collection of wastewater, without spills, and 3) and adequate processing of wastewater to safely return to the environment . The Utility shall provide high quality physical security at all its facilities and shall initiate, implement, enforce, and update as needed, specific rules and procedures to protect property, personnel, facilities, and material against unauthorized entry, trespass, damage, sabotage, or other acts that might threaten the security of these facilities, the quality of the drinking water, or the quality of treated wastewater.

1.2 SECURITY PROCEDURE

The CONTRACTOR shall become familiar with this Specification Section and the most current version of the Austin Water Utility's "Facility Security Procedure for Contractors", and shall assure that all SUBCONTRACTORS do likewise. The CONTRACTOR and each SUBCONTRACTOR shall sign an affidavit attesting to the fact that they have read, understood, and will abide by this procedure. The CONTRACTOR's signed affidavit shall be delivered to the Utility no later than the Pre-construction Conference and before any access is allowed to the work site.

1.3 SUBMITTALS

The CONTRACTOR shall submit a "Contractor's Acknowledgement" form (Appendix C) signed by the Contractor's Project Manager and Site Superintendent no later than the Pre-Construction Conference. This submittal shall be an original document, with original signatures. Copies or facsimiles will not be accepted.

The CONTRACTOR shall submit a "Contractor's Acknowledgement" form (Appendix C) signed by each Subcontractor's Project Manager and Site Supervisor no later than two weeks prior to the date the Subcontractor wishes to enter the secured area. Each submittal shall be an original document, with original signatures. Copies or facsimiles will not be accepted.

The CONTRACTOR shall submit an "Application for Authorization to Enter Secured Austin Water Utility Facilities" form (Appendix D) for every Contractor's and Subcontractors' employee that will need to enter the secured area. Each application shall be accompanied by a complete "Background Security Check" (including fingerprint card), performed by a governmental law enforcement agency, as described in the "Facility Security Procedure for Contractors." These submittals shall each be an original document, with original signatures. Copies or facsimiles will not be accepted.

The CONTRACTOR shall submit a sample of their company's Security Identification Badge, sized and formatted as described in the "Facility Security Procedure for Contractors."

PART 2 – PRODUCTS

AS PART OF CONTRACT MOBILIZATION COSTS, THE CONTRACTOR SHALL INCLUDE A \$1,000 ALLOWANCE FOR PROCUREMENT OF THE PERMANENT BADGE DECALS OR ID BADGE BLANKS. These items shall be ordered by, and delivered directly to the UTILITY from vendors already designated by the UTILITY to provide these specialty items. The Allowance shall be reduced or increased by Change Order to match the exact cost of procurement

PART 3 – EXECUTION

3.1 SITE SECURITY

The CONTRACTOR shall be responsible for maintaining absolute site security and for following all provisions of the UTILITY's Appendix B "Facility Security Procedure for Contractors" in good faith. Failure to follow any of the provisions of this procedure shall be considered a breach of this CONTRACT.

3.1.1 FENCES AND GATES

All existing fences and gates shall be maintained secure. If existing fences or gates must be moved or removed, equally secure temporary fencing shall be erected to maintain site security before any removal is initiated. If there is no existing fencing, temporary fencing and gates, as identified in another section of these specifications, shall be erected before any other work is performed. Gates shall be maintained closed and locked at all times. If necessary for convenient access, a guard, fluent in speaking and reading English, may be stationed at the gate to open and close it. In addition, the guard shall notify the Contractor's Site Superintendent of the arrival of all deliveries and shall examine the Identification

Badges of all personnel seeking to enter the site, to assure that only persons with proper Security Identification Badges are allowed to enter.

3.1.2 BUILDINGS

All existing buildings shall be maintained secure. If access to an existing building is controlled by an existing security system, the CONTRACTOR, all SUBCONTRACTORS, and their respective employees shall follow the procedures for access as described in Appendix B "Facility Security Procedure for Contractors".

3.2 PERSONNEL

Personnel access to the construction site shall be limited to those identified in Appendix B "Facility Security Procedure for Contractors," and access will be controlled by the use of Security Identification Badges. The CONTRACTOR shall be responsible for assuring that all personnel allowed to enter the work site have proper Security Identification Badges. A proper Security Identification Badge is a picture badge, as described in Facility Security Procedure for Contractors, either issued by the CONTRACTOR or SUBCONTRACTOR with the proper Utility-applied authorization decal, or a badge issued by the UTILITY. The CONTRACTOR shall deny access to any person lacking a proper Security Identification Badge. Any person discovered on the work site without a proper identification badge will be escorted off the site and may be subject to arrest by law enforcement authorities.

3.2.1 ACCESS AUTHORIZATION

The CONTRACTOR shall provide an original "Application for Authorization to Enter Secured Austin Water Utility Facilities" (including Background Security Check and fingerprint card) for each person who will be working on the site at least five (5) working days prior to the date that person is scheduled to begin work on the site. The UTILITY shall determine whether or not to grant each person access to the work site based upon the results of the Background Security Check. Random audits shall be performed by the UTILITY on the results of the Background Security Checks.

The original "Application for Authorization to Enter Secured Austin Water Utility Facilities" shall be kept on file by the Utility's Facility Manager or Project Manager. A copy of this document will be returned to the CONTRACTOR with an indication of the approval or denial of access for the named employee. The Background Security Check and fingerprint card shall be returned to the CONTRACTOR also, but must be kept available for audit until one year following Final Completion.

3.2.2 IDENTIFICATION BADGES

The CONTRACTOR shall provide Security Identification Badges for each of their employees and their SUBCONTRACTORS' employees. The badges shall be picture badges conforming to all the requirements of the "Facility Security Procedure for Contractors." The badge must be worn by all persons at all times while present on the work site, and must be worn above the waist and be clearly visible from the front. Following a satisfactory review of each person's Background Security Check, and presentation of a government-issued picture identification, the UTILITY will apply a permanent access authorization decal to the badge.

Appendix B:
Austin Water Utility
Facility Security
Procedure for Contractors

Appendix B: Facility Security Procedure for Contractors

SECURITY POLICY

Paramount to the Austin Water Utility is:

- The production and delivery of adequate supply of safe drinking water to all customers
- Uninterrupted collection of wastewater, without spills, and
- Adequate processing of wastewater to safely return to the environment.

The Utility shall provide high quality physical security at all its facilities and shall initiate, implement, enforce, and update as needed, specific rules and procedures to protect property, personnel, equipment, and material against unauthorized entry, trespass, damage, sabotage, or other acts that might threaten the security of essential facilities, the quality of the drinking water, or the quality of treated wastewater.

2 SECURITY PROCEDURE

2.1 PURPOSE

The purpose of this Procedure is to provide Contractors and Subcontractors with standard operating methods, directives and instructions in accordance with the Utility's mission to protect its assets.

2.2 SECURITY PROCEDURE MAINTENANCE

The maintenance and updating of this Facility Security Procedure is the responsibility of the Treatment Program Division Managers and the Security Manager.

This Facility Security Procedure will be reviewed and updated at least yearly. A record of all revisions will be maintained at the front of all copies.

2.3 CONTRACTOR'S BASIC SECURITY RESPONSIBILITIES

2.3.1 Read-and-Follow Requirement

All Contractors and Subcontractors shall read and follow this Procedure. The Contractor's Project Manager and Site Superintendent, and all Subcontractors' on-site Supervisors will be required to sign the "Contractor's Acknowledgement" (Appendix C) attesting to the fact that they have read and understood this Procedure. The "Contractor's Acknowledgement" signed by the Contractor's Project Manager and Site Superintendent shall be delivered to the Utility at the Pre-construction Conference, and before any access is permitted to the work site. The "Contractor's Acknowledgement" signed by the Subcontractors' Project Managers and Site Supervisors will be delivered to the Utility at least two weeks before the Subcontractor requires access to the site.

All Contractor's and Subcontractors' employees are expected to be thoroughly knowledgeable in the contents of this Procedure. Contractors and Subcontractors shall instruct their employees on the provisions and requirements of this procedure and shall emphasize the importance of their compliance. Any person's failure to follow any of the provisions or requirements of this Procedure shall be considered sufficient grounds for their immediate removal from the job site and loss of access privileges.

2.3.2 Basic Security Functions

The basic security functions of Contractors and Subcontractors shall center on the protection of water and wastewater quality, personnel, and the Utility's and Contractors' property. These basic functions will

involve securing and monitoring the project site, controlling access, preventing unlawful entry, unlocking and locking buildings, and enforcing Utility rules, policies, procedures and directives.

Contractors and Subcontractors shall provide deterrence against fire, theft, vandalism, and trespass and shall assist in the elimination of safety hazards and security breaches. In some cases, Contractors and Subcontractors will be called upon to assist in the detection and detention of persons guilty of trespassing on or committing offenses on Utility property. Uniformed officers from the Austin Police Department and local Sheriffs' Departments shall provide the enforcement support for criminal acts committed on Utility property.

Contractors and Subcontractors shall accurately report and record all transgressions and incidents.

2.4 APPLICATIONS FOR AUTHORITY TO ENTER FACILITIES, BACKGROUND SECURITY CHECKS AND IDENTIFICATION BADGES

2.4.1 Applications for Authority to Enter Facilities

The Contractor shall submit an "Application for Authorization to Enter Secured Austin Water Utility Facilities" (Appendix D) for each of their employees and their Subcontractors' employees before that employee is allowed to enter the project site. All information requested on the application shall be provided, including required signatures. Each application submitted shall be an original document. Copies or facsimiles are not acceptable.

Each application shall be accompanied by a complete background security check and fingerprint card. Each employee's application and background security check shall be submitted at least five (5) working days prior to the first day that employee is to work on the secured site to allow for adequate review of the documents. Each background check submitted shall be an original document. Copies or facsimiles are not acceptable (fingerprint card may be a copy if investigating agency elects to keep the original).

2.4.2 Background Security Checks

The Contractor shall provide a current background security check for each of their employees and their Subcontractors' employees, submitted along with the "Application for Authorization to Enter Secured Austin Water Utility Facilities". The background check must be performed by either the United States Federal Government (FBI) or the Department of Public Safety from the employee's home state (the state in which the employee resides and from whom they obtained their driver's license or identification card). The background security check for a non-US citizen shall be performed by their native country's national law-enforcement agency (e.g. a Canadian citizen shall submit a background check performed by the Royal Canadian Mounted Police).

The results of each background check shall be dated and submitted as an original, certified official document from the agency performing the check, and shall bear all appropriate letterheads, seals, and signatures. The background check shall clearly indicate the agency performing the check and include their address and telephone number. Background checks performed less than one year prior to the subject Contract's Notice-to-Proceed will be acceptable. The results of background checks may be audited at any time.

Each background check shall include fingerprint identification on the appropriate card designated by the agency performing the background check. (It has been noted that the FBI and various state Departments of Public Safety each have their own particular fingerprint card for making background checks. The FBI and some states allow fingerprints to be taken by other law-enforcement professionals as long as they are taken on the card designated by the investigating agency).

2.4.3 Security Identification Badges

Security Identification Badges for employees of Contractors and Subcontractors shall be picture badges as approved by Treatment Program Division Managers and authorized by the Security Manager. Contractors

shall provide a Security ID Badge for each of their employees and their Subcontractors' employees who require access to protected Utility facilities to perform their work. The facilities they may access shall be limited to those locations necessary for the performance of their contract. Contractors shall provide clear, plastic badge holders with an appropriate clip that will protect the badge and allow it to be worn and displayed safely by employees on the outside of their clothing.

The Security ID Badge shall be made of durable plastic material with minimum dimensions of 2 1/8 inches by 3 3/8 inches, and shall show a clear, photographic image of the bearer, with a vertical facial image no less than 3/4 inches high. Each badge shall clearly display the name of the employee and the Company he/she works for. A space at least 3/4 inch high and one inch wide shall be kept free of information and shall be reserved for the Utility to apply a permanent, access authorization decal.

The Utility's Plant Superintendent or Division Manager shall supervise and control the application of the permanent decal authorizing the badge bearer to enter protected Utility facilities. Such authorization to enter protected facilities shall require a review of the background security check and approval from ALL of the following: the Contractors' Project Manager, the Utility's Project Manager, and the Plant Superintendent or Division Manager responsible for the site to be accessed.

The permanent decal shall be valid only for the year in which it is issued. If the construction project continues past the first year a decal is applied, AND the bearer still requires access, the Utility may apply a new decal to the Security ID Badge.

2.4.4 Identification Badge Control and Handling

All personnel on the job site shall wear the Security Identification Badge on the outside of their clothing, in the front, at or above their waist.

Security Identification Badge holders will take reasonable cares to protect their badge from unauthorized use. ID badge holders will not allow others to use their badge.

In the event that a Security Identification Badge holder discovers that their badge has been lost, the badge holder shall immediately report the loss to the Contractor's Site Superintendent, who will immediately report the loss to the Project Manager, and to the Plant Superintendent (at treatment plants) or the Central Security Operator and the Security Manager at the South First Support Center (512-972-0501) (for pump stations and reservoirs).

2.4.5 Revoking Access Authorization

Authorization to enter and/or work on any Austin Water Utility site is at the sole discretion of the Utility and may be revoked at any time.

Authorization to enter secured Utility sites shall be revoked immediately for the following reasons:

- the badge holder ends their employment with the Contractor or Subcontractor
- The badge holder allows another person to use their badge, or the badge holder permits, suffers, or allows another person without a badge to enter a secured site.
- The badge holder acts without authorization to defeat any security device at any secured site.
- The badge holder's actions (or inaction) result(s) in damage to Utility facilities or threaten(s) the quality of the drinking water.

Personnel in the following positions may revoke Access Authorization:

- W&WW Utility Director and Assistant Directors for Treatment and for Engineering

- W&WW Division Heads, Plant Superintendents, and Supervisors in the Treatment Program Area
- Security Manager
- W&WW and Consultant's Project Managers
- Contractor's Project Manager and Site Superintendent

If a person in one of the positions listed above ever believes that another person's Access Authorization should be immediately revoked to eliminate or mitigate a threat to site security or the security of the water, they shall contact the Project Manager or the Contractor's Site Superintendent. Any decal authorizing entry to Utility protected facilities shall be removed, and at the discretion of the Contractor, the badge taken from the person. The person shall be escorted from the work site.

2.5 FACILITY SECURITY AND ACCESS CONTROL

2.5.1 Access to Facilities

Access to Utility facilities shall be limited to:

- Utility employees who possess appropriate unescorted access authorization by the Utility and have a valid Security Identification Badge.
- Contractor's and Subcontractors' employees who possess appropriate access authorization(s) and possess and wear a proper Utility-authorized Security Identification Badge. All Contractor's and Subcontractors' employees will follow Utility procedures while on the site.
- Contractor's or Subcontractors' supplier delivery personnel. Delivery personnel may be permitted access to complete material deliveries and will not be required to obtain a Security Identification Badge. Delivery personnel shall be closely escorted within the secured site by the Contractor's Site Superintendent and shall be permitted access only for the time required to unload the material being delivered. Under no circumstances will any delivery personnel be allowed to remain on site for longer than one hour. If delivery of any material or equipment is projected to require more than one hour's time, an "Application for Authorization to Enter Secured Water Treatment Facilities", complete Background Security Check, and Security Identification Badge will be required for all personnel associated with making that delivery.
- Visitors who have been authorized in advance, in writing, by the Plant Superintendent or Division Manager. (Persons who perform work on the site or deliver equipment or materials to the site are not considered to be visitors) Visitors who have been authorized such access will be closely escorted within the Utility facility by either a Utility employee who possesses the appropriate access authorization and Security Identification Badge, or the Contractor's Site Superintendent (who also possesses appropriate access authorization and Security Identification Badge). The Contractor shall maintain a Visitor Register to record all visits. The Visitor Register shall record the name of each visitor, their employer, citizenship, date of the visit, arrival and departure times, the purpose of visit and the name of the escort. This Visitor Register shall be made available at every project progress meeting and shall be delivered to the Utility Project Manager at the end of the project. Visitors do not require an ID badge.

2.5.2 Site Security Requirements

All Utility facilities shall be kept secure at all times. The following provisions, at a minimum shall be maintained:

- An eight-foot high perimeter fence shall be maintained without gaps or holes, with gate(s) locked with a tempered chain and padlock. A security guard may also be employed if desired by the Contractor or required by other sections of the Contract.
- All perimeter door(s) (if present) shall be locked and alarmed.
- Other installed security devices (if present) such as motion detectors, fence monitors and CCTV cameras shall be operational.

- All classified material (if present) within shall be properly stored.

During the Contractor's working hours, the Contractor's Site Superintendent shall maintain an active cellular telephone to enable the Utility's Plant Superintendent or the Central Security Operator to contact him/her in the event that a security alarm is triggered on the job site. If an alarm is triggered and the Plant Superintendent or the Central Security Operator is unable to contact the Contractor's Site Superintendent to ascertain the reason for the alarm, law enforcement officers will be summoned to the site.

At the beginning of each day that the Contractor or a Subcontractor performs work on a pump station or reservoir site, a Supervisor authorized by the Contractor (and previously identified to the Central Security Operator) shall open the security gate to the site as follows:

- Place a telephone call to the Central Security Operator (972-0501) before unlocking the gate.
- Identify themselves and advise the Central Security Operator that they are at the site entrance, identify where on the site they intend to work, and advise that they are about to open the gate. The Central Security Operator will disarm any alarms that might be triggered by the gate opening or by employees working in the areas identified. The Central Security Operator will advise the Supervisor placing the call when the alarms are disarmed.
- Unlock the gate, enter the site, and lock the gate or post a guard to assure that only authorized personnel wearing required, proper Security Identification Badges may enter.

At the end of every work day at a pump station or reservoir site, when the last employee has left the job site, the Contractor's Site Superintendent shall place a call to the Central Security Operator to advise that everyone has left the site, that the security gate is locked, and that the alarms should be rearmed.

2.5.3 Combinations and Key Controls

Knowledge of the combination of locks and access to any keys will be limited to designated individuals assigned to work in the associated facilities. All combinations will be changed regularly at times designated by the Division Manager, and whenever it is suspected the combination has been compromised.

Facility keys are cut to fit a number of cylinders. If a key shared with the Contractor is lost, all similar lock cylinders, whether present on the site or off the site, will be re-keyed by the Utility, at the expense of the Contractor.

2.5.4 Operation of Access-Controlled Doors at Remote Facilities

Entry to all remote facilities will be coordinated with the Central Security Operator (CSO). Many facilities include an access-control door. An access-control door may be used by authorized Security Identification Badge holders for entry and exit using the following procedure:

Entry procedure:

1. Contact the Central Security Operator (972-0501) and request permission to enter. Hang up the telephone.
2. The CSO will call back the person requesting to enter (on their previously authorized number) and verify the request.
3. The CSO will unlock the door or request that the person's Security Identification Badge be presented to the exterior card reader.
4. Unlock the deadbolt (if present)
5. Enter PIN
6. Open door
7. Enter
8. Close the door

Exit procedure:

1. Press crash bar
2. Open door
3. Exit
4. Close the door
5. Lock the deadbolt (if present)
6. Contact the CSO and request that the door be locked, advise them that the site's alarms need to be re-armed
7. The CSO shall lock the door and re-arm all alarm devices
8. The CSO shall call back and ask the requestor to verify that the door is locked

2.5.5 Tailgating

Tailgating is the entry of multiple individuals through an access-controlled door or gate without closing the door (or gate) between entries. Tailgating is allowed by authorized ID Badge holders provided that each presents their badge to the card reader or person controlling access prior to entry. Tailgating by unauthorized individuals or anyone not possessing an authorized ID Badge is not allowed.

Appendix C:
Austin Water Utility
Contractor's
Acknowledgement
Facility Security
Procedure for Contractors

Appendix C

CONTRACTOR'S ACKNOWLEDGEMENT

CITY OF AUSTIN WATER UTILITY

FACILITY SECURITY PROCEDURES FOR CONTRACTORS

PROJECT NAME: Diving Services to inspect and maintain raw water intake and screens
CIP/PROJECT NUMBER: STA 1133

By signing this document, I acknowledge that I have received a copy of the Austin Water Utility's **FACILITY SECURITY PROCEDURE FOR CONTRACTORS** and that I have read it and understand its contents. Furthermore, I agree to follow all the provisions contained therein.

CONTRACTOR: US Underwater Services, LLC

PROJECT MANAGER:

Jim Schrader
Print

[Signature]
Signature

U.S. UNDERWATER SERVICE
123 SENTRY DRIVE
MANSFIELD, TX 76063

SITE SUPERINTENDENT:

Print

Signature

SUBCONTRACTOR:

PROJECT MANAGER:

Print

Signature

SITE SUPERINTENDENT:

Print

Signature

SUBCONTRACTOR:

PROJECT MANAGER:

Print

Signature

SITE SUPERINTENDENT:

Print

Signature

Appendix D:

Austin Water Utility

Contractor's Application

for Authorization to Enter

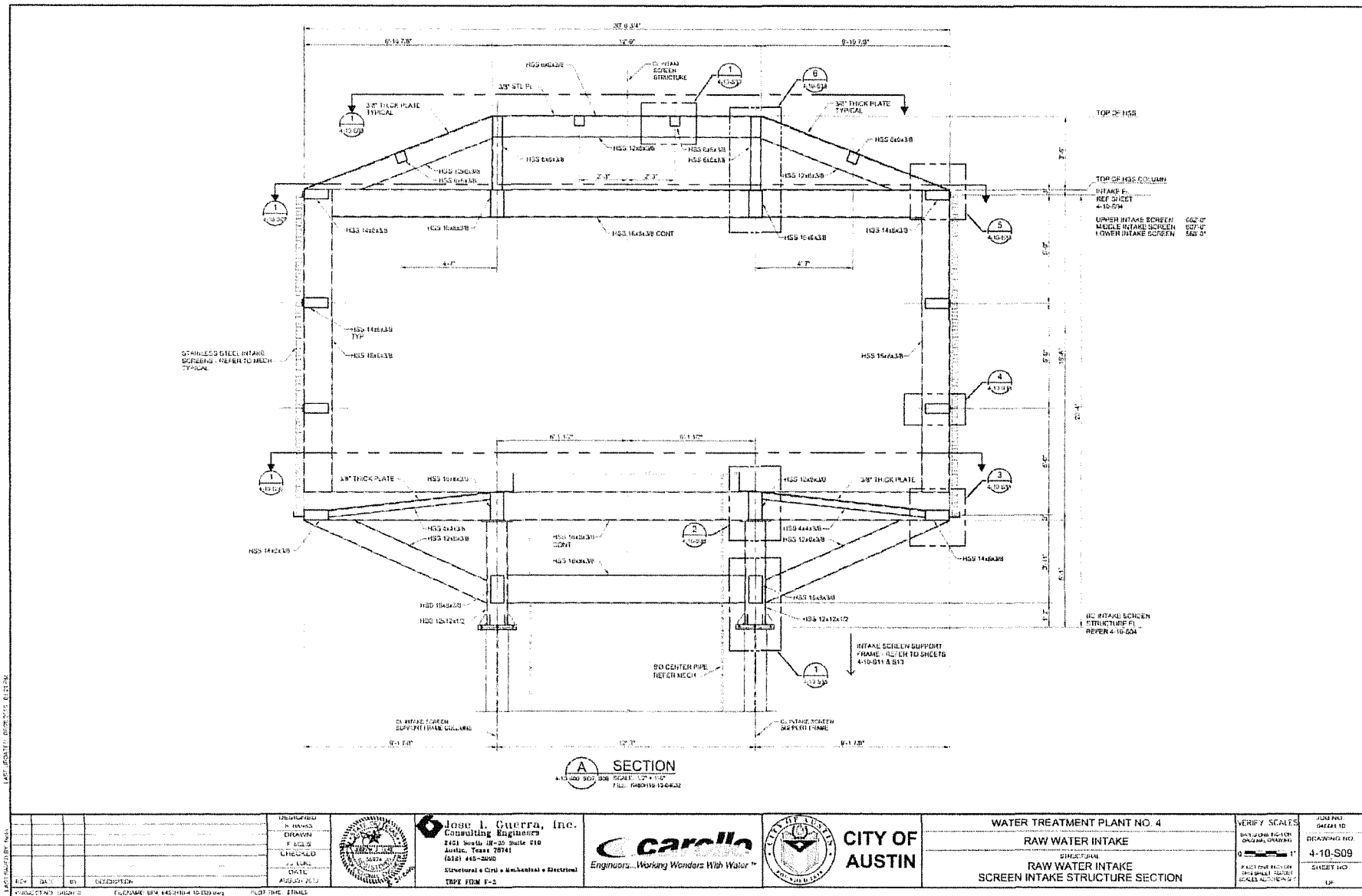
AWU Secured Facility

Appendix E:

Screen Location and

Structure





Appendix F: AquataPoxy A-7 Specification

AquataPoxy A-7



DESCRIPTION

AquataPoxy® A-7 is a solvent-free, 100% solids, corrosion resistant epoxy grout that can be applied to dry, wet or underwater surfaces. Formulated for broad range corrosion protection and certified safe for potable water.

TYPICAL USES

Use on surfaces where large cracks, voids, pockmarks or small holes need to be filled or patched. Surfaces repaired with A-7 can be immediately topcoated to provide excellent corrosion and water resistance where needed, including:

- Potable water structures
- Tanks, reservoirs and basins
- Water mains, distribution and transmission lines
- Secondary containment
- General maintenance

COLOR

The standard Part A Resin is white; the Part B Curing Agent is brown. When mixed the product is an off-white color.

SOLIDS BY VOLUME

100% solids by volume

Volatile Organic Compounds: 0.0 pounds per gallon

FILM THICKNESS

AquataPoxy A-7 is a 100% solids epoxy with zero shrinkage. Wet film thickness and dry film thickness are the same (i.e. 5 mils WFT = 5 mils DFT). Depending on substrate type and profile, a maximum of 500 mils of A-7 per coat is recommended to prevent sagging.

NSF/ANSI 61 maximum dry film thickness for tanks 1,000 gallons or larger: 80 mils.

COVERAGE

Theoretical coverage is 40 square feet per gallon at 40 mils wet film thickness. Actual surface coverage will depend on substrate porosity and roughness. Good painting practices suggest application of two coats for quality assurance. A wet film thickness gauge may be used to determine actual coating coverage.

APPLICATION

Apply with brush, trowel, scraper or other suitable method. For best results, apply this product to concrete when its temperature is stable or falling.

COMPONENTS AND MIX RATIO

Part A Resin:Part B Curing Agent mix ratio is 1:1 by volume

THINNING

Do not thin with solvents. If lower viscosity is needed, heat unmixed material by placing the containers in hot tap water until the desired flow properties are obtained. Unmixed material should not be heated above 150°F.

HAND MIXING

Individually mix both Part A and Part B containers prior to measuring out 1 part of Part A to 1 part of Part B by volume into a clean disposable pail. Completely mix combined A & B for a minimum of one minute before transferring contents to a clean pail. Continue mixing at least another minute, scraping the sides and bottom, to obtain a thorough mix before application. Properly mixed material will be a uniform color without light or dark spots.

CLEAN UP

To clean tools, use acetone, MEK or xylene. To clean skin, wash immediately and thoroughly with soap and water. Refer to the Material Safety Data Sheet for additional information on health and safety.

POT LIFE

The pot life is 40 minutes for one gallon at 72°F. The working life varies depending on the amount and temperature of epoxy mixed and the ambient temperature.

CURE TIME

Thin film set time varies with substrate temperature and application thickness. Generally, the coating will be tack-free in 5 hours at 72°F and dry-hard in about 7 hours.

NSF/ANSI 61 cure time before service is 7 days at 77 °F.

RECOAT TIME

This product may be recoated as soon as it becomes tacky but does not transfer to the finger. When applying multiple coats, do not allow more than 18 hours at 72°F substrate temperature to pass between coats, higher temperatures will shorten this window. Before recoating; inspect, clean and dry surface thoroughly to remove all contamination, including amine blush or condensation. If the recoat time is missed, clean and abrade surfaces prior to recoating.

SUBSTRATE TEMPERATURE

Minimum recommended substrate temperature: 50°F

Maximum recommended substrate temperature: 120°F

TEMPERATURE RESISTANCE

Maximum recommended dry temperature: 200°F. Wet

AquataPoxy A-7

temperature resistance depends on chemical concentration and exposure time.

SURFACE PREPARATION

Prior to coating, the substrate must be prepared in a manner that provides a uniform, clean, sound, neutralized surface suitable for the specified coating. The substrate must be free of all contaminants, such as oil, grease, rust, scale or deposits. In general, coating performance is proportional to the degree of surface preparation.

STEEL surfaces may require "Solvent Cleaning" (SSPC-SP 1) to remove oil, grease and other soluble contaminants. Chemical contaminants may be removed according to SSPC-SP 12/NACE No. 5. Identification of the contaminants along with their concentrations may be obtained from laboratory and field tests as described in SSPC-TU 4 "Field Methods for Retrieval and Analysis of Soluble Salts on Substrates". Surfaces to be coated should then be prepared according to SSPC-SP 5/NACE No.1 "White Blast Cleaning" for immersion service or SSPC-SP 10/NACE No. 2 "Near White Blast Cleaning" for all other service. In certain situations, an alternate procedure may be to use high (>5,000 psi) or ultrahigh (>10,000 psi) pressure water cleaning or water cleaning with sand injection. The resulting anchor profile shall be 2.5-5.0 mils and be relative to the coating thickness specified.

CONCRETE AND MASONRY surfaces must be sound and contaminant-free with a surface profile equivalent to a

CSP2 to CSP5 in accordance with ICRI Technical Guideline No. 03732. This can generally be achieved by abrasive blasting, shot blasting, high pressure water cleaning, water jetting, or a combination of methods.

AVAILABLE PACKAGES

Available in pints (quart kit), one gallon pails (2 gallon kit) and 5 gallon pails (10 gallon kit). Kits are supplied in the correct proportions of A & B; these two components must be mixed together before use.

SHELF LIFE AND STORAGE

Product shelf life is 1 year from purchase date in sealed, unmixed containers, stored in a sheltered area between 60°F and 80°F (15°C and 27°C).

SAFETY

Consult the Material Safety Data Sheet for this product concerning health and safety information before using. Strictly follow all notices on the Material Safety Data Sheet and container label. If you do not fully understand the notices and procedures provided on the MSDS or if you cannot strictly comply with them, do not use this product. Actual safety measures are dependent on application methods and work environment. Contact RLS to obtain a copy of the Material Safety Data Sheet at 800-324-2810.

CERTIFICATIONS

Potable Water: AquataPoxy A-7 is certified to the requirements of NSF/ANSI 61 - Drinking Water System Components.

TYPICAL PROPERTIES⁽¹⁾

DESCRIPTION	METHOD	RESULT
Tensile Strength	ASTM D 638	3,700 psi
Tensile Ultimate Elongation	ASTM D 638	1.4%
Compressive Strength	ASTM D 695	4,275 psi
Flexural Strength	ASTM D 790	6,080 psi
Hardness, Shore D	ASTM D 2240	85
Adhesion, Concrete	ASTM D 4541	Substrate Failure

(1) Typical properties are to be considered as representative of current production and should not be construed as specifications.

Warranty and Disclaimer: Raven Lining Systems, Inc. ("Raven") warrants its products to be free of manufacturing defects in accord with applicable Raven quality control procedures and that they meet the formulation standards of Raven. To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. If, within one year from purchase, any product is proven defective, Raven, at its sole option, will either replace the defective product or refund the purchase price. This warranty is void if the product is used contrary to Raven's written directions.

THE AFORESAID IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL RAVEN, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS. NO ACTION AGAINST RAVEN MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES.

www.ravenlining.com

800-324-2810 • Email: contact@ravenlining.com

a C. HESANT company

July 2013

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BID SHEET CITY OF AUSTIN

Raw Water Intake Structure Inspection and Screen-Changing

BID NO. STA1133

RQM NO. 2200-14032700275

BID OPENING DATE AND TIME: July 29, 2013 @ 2:00 PM

BUYER: Stephen T. Aden

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

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. This bid sheet is for contract award use only. When a combination of tasks are requested, the Contractor will be compensated based on the quantities performed and the unit prices submitted.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	EXPECTED MAX. REQUESTED/YR.	TOTAL
1	Mobilization	1 per trip	Each	500. ⁰⁰		3	1,500. ⁰⁰
2	Demobilization	1 per trip	Each	500. ⁰⁰		3	1,500. ⁰⁰
3	Inspection (all screens)						
a)	Dive team	2 days	Day	4,670. ⁰⁰	9,340. ⁰⁰	N/A	
b)	Chamber package rental	2	Day	600. ⁰⁰	1,200. ⁰⁰		
c)	Depth charges (per team)	450	Feet	4. ⁰⁰	1,800. ⁰⁰		
d)	Dive boat rental	2	Day	395. ⁰⁰	790. ⁰⁰		
e)	Equipment and tool	2	Day	395. ⁰⁰	790. ⁰⁰		
f)	Materials Epoxy Cost + 20%		Each		100. ⁰⁰		
Item 3 Subtotal					14,020. ⁰⁰	1	14,020. ⁰⁰
4	Intake changing (removing one flange and replacing another)						
a)	Dive team	2	Day	5,600	11,200. ⁰⁰	N/A	
b)	Chamber package rental	2	Day	600. ⁰⁰	1,200. ⁰⁰		
c)	Depth charges (per team)	450	Feet	4. ⁰⁰	1,800. ⁰⁰		
d)	Dive boat rental	2	Day	395. ⁰⁰	790. ⁰⁰		
e)	Equipment and tool	2	Day	395. ⁰⁰	790. ⁰⁰		
f)	Materials Epoxy Cost + 20%		Each		100. ⁰⁰		
Item 4 Subtotal					15,880. ⁰⁰	2	31,760. ⁰⁰
TOTAL BID							48,780.⁰⁰

NOTE: Project is bid on a per day basis for labor and equipment with utilizing a (4) Man dive team for inspection and a 5 man team for change out to ensure safety

BID SHEET
CITY OF AUSTIN
Raw Water Intake Structure Inspection and Screen-Changing

U.S. UNDERWATER SERVICES, LLC

123 SENTRY DRIVE
 MANSFIELD, TX 76063

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: TIM SCHRADER

The work performed and materials furnished in accordance with each Item will be paid for at the unit bid price. The unit price shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work.

— BID PRICING IS BASED UPON
 US UNDERWATER SERVICES EMPLOYEES
 UTILIZING TWIC CLOCKS TO SATISFY
 BACK GROUND REQUIREMENTS

— PRICES ARE BASED ON A
 PER DAY BASIS

U.S. UNDERWATER SERVICES, LLC
 123 SENTRY DRIVE
 MANSFIELD, TX 76063

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	US Underwater Services, LLC					
Physical Address	123 Sentry Ave Mansfield, Texas 76063					
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	N/A					
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	N/A					
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

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name US Underwater

1. Company's Name
Name and Title of Contact City of Midlothian
Director of Public Works - Ben Wilson
Present Address 104 W. Ave E
City, State, Zip Code Midlothian, Texas 76065
Telephone Number 972-75-7100 Fax Number 972-75-7107
Email Address ben.wilson@midlothian.tx.us

2. Company's Name
Name and Title of Contact City of Southlake
Kyle Flanagan
Present Address 1950 East Continental
City, State, Zip Code Southlake, TX 76092
Telephone Number 817-748-8081 Fax Number () NA
Email Address KFlanagan@CI.Southlake.tx.us

3. Company's Name
Name and Title of Contact Brazos River Authority
Lee Bachus - Technical Service Mgr.
Present Address 4400 Cobble Drive
City, State, Zip Code Waco, Texas
Telephone Number 254-761-3148 Fax Number 254-761-3201
Email Address Lee.bachus@brazos.org

Section 0815: Living Wages and Benefits Contractor Certification

Company Name US Underwater Services, LLC

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 are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title
Mike Desantis	Diving Supervisor
Andrew Wood	Commercial diver
Chris Walker	Commercial diver
Aaron Garcia	Commercial diver
Aaron Ruhlau	Commercial diver
Steve Burlingame	Commercial diver

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each 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.

- All US Underwater Services employees are in compliance with the Living wage requirement. The above listed employees may or may not be available at the time of service. A list of names can be provided after a start date is established.

Section 0835: Non-Resident Bidder Provisions

Company Name US Underwater Services, LLC

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

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

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

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

Answer: N/A