



Amendment No. 2
To
Contract No. NA180000044
For
Valve Assessment
Between
Pure Technologies US, Inc.
dba Wachs Water Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 7, 2021 through February 6, 2022. One option will remain.
- 2.0 The total contract amount is increased by \$350,520.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/07/2018 – 02/06/2020	\$701,040.00	\$701,040.00
Amendment No. 1: Option 1 – Extension 02/07/2020 – 02/06/2021	\$350,520.00	\$1,051,560.00
Amendment No. 2: Option 2 – Extension 02/07/2021 – 02/06/2022	\$350,520.00	\$1,402,080.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: David W. Kurtz December 8, 2020

Printed Name: David W. Kurtz, P.E.
Authorized Representative

Pure Technologies US, Inc.
dba Wachs Water Services
8920 State Route 108, Suite D
Columbia, Maryland 21045
(443) 766-7873

Sign/Date: Matthew Duree
Digitally signed by
Matthew Duree
Date: 2021.01.22
14:53:32 -06'00'

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. NA180000044
For
Valve Assessment
Between
Pure Technologies US, Inc.
dba Wachs Water Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 7, 2020 through February 6, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$350,520.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/07/2018 – 02/06/2020	\$701,040.00	\$701,040.00
Amendment No. 1: Option 1 – Extension 02/07/2020 – 02/06/2021	\$350,520.00	\$1,051,560.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: 01/22/2020

Printed Name: DAVID WACH
Authorized Representative

Pure Technologies US, Inc.
dba Wachs Water Services
8920 State Route 108, Suite D
Columbia, Maryland 21045
(443) 766-7873
penny.davison@xyleminc.com

Sign/Date: 1-28-20

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

February 7, 2018

Pure Technologies US Inc. dba Wachs Water Services

Cliff Wilson

President

8920 State Route 108 Suite D

Columbia MD, 21045

cwilson@wachsws.com

Dear Mr. Wilson:

The Austin City Council approved the execution of a contract with your company for valve assessment in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	512-972-0313
Project Name:	Valve Assessment
Contractor Name:	Pure Technologies US Inc. dba Wachs Water Services
Contract Number:	MA 2200 NA180000044
Contract Period:	2/7/18 – 2/6/20
Dollar Amount	\$701,040
Extension Options:	3 x 12 month (\$350,520 per option)
Requisition Number:	RQM 2200 17032000364
Solicitation Type & Number:	IFB 2200 GLB0062
Agenda Item Number:	50
Council Approval Date:	2/1/18

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

Sincerely,

Georgia Billela

Procurement Specialist III

City of Austin

Purchasing Office

cc: Andy Ramirez
Darrell Richmond
Joe Hoepken
Matt Cullen

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Pure Technologies US Inc. DBA Wachs Water Services ("Contractor")
for
Valve Assessment
MA 2200 NA180000044**

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 Pure Technologies US Inc. dba Wachs Water Services having offices at Columbia MD 21045 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 GLB0062.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 2200 GLB0062 including all documents incorporated by reference
- 1.1.3 Pure Technologies US Inc. dba Wachs Water Services Offer, dated 9/28/17

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

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

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

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$701,040 for the initial Contract term and \$350,520 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

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

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

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

**Pure Technologies US Inc. dba Wachs
Water Services**

CITY OF AUSTIN

CC WILSON
Printed Name of Authorized Person

Georgia Billela
Printed Name of Authorized Person

CC Wilson
Signature

[Signature]
Signature

PRESIDENT
Title:

Procurement Specialist III
Title:

2/6/2018
Date:

2/7/18
Date:

CITY OF AUSTIN

Matthew Duce
Printed Name of Authorized Person

[Signature]
Signature

Procurement Supervisor
Title:

2-7-18
Date:



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

SOLICITATION NO: GLB0062

DATE ISSUED: September 25, 2017

REQUISITION NO.: RQM 17032000364

COMMODITY CODE: 9313644, 95877, 95895

COMMODITY/SERVICE DESCRIPTION: Valve Assessment and minor repairs

PRE-BID CONFERENCE TIME AND DATE: October 5, 2017 @ 9:00 AM

Phone Bridge available: 512-974-9300 Code: 895571

LOCATION: 124 W. 8th Street Austin, Texas 78701 Suite 310

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

Georgia Billela

Procurement Specialist III

Phone: (512) 974-2939

E-Mail: Georgia.billela@austintexas.gov

Matthew Duree

Procurement Supervisor

Phone: (512) 974-6346

E-Mail: Matt.duree@austintexas.gov

BID DUE PRIOR TO: October 19, 2015 @ 2:00 PM

BID OPENING TIME AND DATE: October 19, 2015 @ 3:00 PM

COMPLIANCE PLAN DUE PRIOR TO: October 19, 2015 @ 2:00 PM

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

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB0062	Purchasing Office-Response Enclosed for Solicitation # GLB0062
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC FLASH/THUMB COPY 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	6
0500	SPECIFICATION	10
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION – Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	35

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

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

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

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

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

Legal Company
Name: Pure Technologies US Inc/dba Wachs Water Services

Company Address: 8920 State Route 108 Suite D

City, State, Zip: Columbia MD 21045

Federal Tax ID No.

Printed Name of Officer or Authorized
Representative: Cliff Wilson

Title: President

Signature of Officer or Authorized
Representative: 

Date: 9/28/17

Email Address: cwilson@wachsws.com

Phone Number: 630-624-0719

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

**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 releases and holds the City

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

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

10. WORKFORCE

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

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

12. INVOICES:

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

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

13. PAYMENT:

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

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

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

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

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

15. FINAL PAYMENT AND CLOSE-OUT:

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

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

17. AUDITS and RECORDS:

- 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. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all 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.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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

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.
- 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.

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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.
 - 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

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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 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.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In 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

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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.
- 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

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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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 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.

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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 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

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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.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor'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 Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

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

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

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

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- 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 email to georgia.billela@austintexas.gov no later than close of business five business days before the bid due date.

2. **INSURANCE:**

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

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

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

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

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

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to three (3) additional twelve (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 resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:** The Contractor shall perform work in the field within standard working hours of 7:00 AM to 6:00 PM Monday through Friday. Locations where work shall be performed with alternative working hours will be determined by the Point of Contact or designee and agreed upon by the Contractor and delineated within each Notice to Proceed.
- A. The Contractor shall complete all valve assessments and minor repairs within 90 calendar days of each Notice to Proceed notification from the City.
 - B. The Contractor shall notify Point of Contact or designee when services completed and be available for quality spot checks.

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- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

- A. The Contractor shall submit invoice application format that is approved by the City prior to award, and make revisions as requested by the City.
- B. The Contractor shall submit invoices to the City on a monthly basis.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water- Joe Hoepken
Attn:	Accounts Payable
Address	3907 S. Industrial Drive
City, State Zip Code	Austin, TX 78744-1070

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

7. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The

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Employee Certification form is available on-line at
https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. 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) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

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- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

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- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Commodity Data	
Series ID: WPU114902012	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: Industrial valves for water works and municipal equipment	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

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

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

12. **CONTRACT MANAGER AND POINT OF CONTACT:** 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:

CONTRACT MANAGER	POINT OF CONTACT
Darrell Richmond	Joe Hoepken
Darrell.Richmond@austintexas.gov	joe.hoepken@austintexas.gov
512-972-0313	512-972-1168

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

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SCOPE OF WORK
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Version 1

1. Purpose

The City of Austin (City), seeks bids in response to this solicitation to establish a contract with qualified Vendors (Contractor) experienced in large diameter (greater than or equal to 24 inches) and small (less than or 24 inches) valve assessment and minor repair services.

This contract will support the Austin Water. The valve assessments shall include but not be limited to locating, accessing, marking, and exercising each valve; cleaning out the valve box or vault; GPS mapping; database reporting; and minor valve repairs. The City has approximately 1,900 large and 83,000 small diameter valve. The City reserves the right to add or delete departments, and locations as deemed necessary.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal security equipment inspection, maintenance, and repair services shall be considered a requirement although not directly specified or called for in the scope of work.

2. Applicable Specifications

2.1 The Contractor shall be in compliance with Federal, State and Municipal regulations pertaining to this service

2.2 The Contractor shall be in compliance with American Water Works Association (AWWA) manual M44, Distribution Valves

<http://www.awwa.org/portals/0/files/publications/documents/toc/M44ed2.pdf>

3. Contractor Qualifications

3.1 The Contractor shall have completed a minimum of three (3) projects of comparable size, scope and complexity to the scope of work described in Section 5.0 in the last 5 years.

3.1.1 These requirements may be individually satisfied with the sum of the three (3) projects listed, e.g. Project 1 may demonstrate comparable size, Project 2 may demonstrate comparable scope, and Project 3 may demonstrate comparable complexity. The Contractor should refer to the scope of work in Section 5.0 to determine what is reasonably comparable. Decisions on “comparability” are at the complete discretion of the City.

3.1.2 The Contractor shall provide with the **bid submission** the following information for each project:

- Name of project
- Location
- Owner’s name and address
- Owner’s contact with telephone number(s)
- Initial and final contract prices
- Contract start and completion dates

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- Contract time
- Explanation of any changes to contract price and/or time
- Project description and why it is comparable to this Contract

3.2 The Contractor shall have Project Manager and Field Operations Manager that have completed three (3) similar projects in supervisory capacity with a minimum of five (5) years of experience managing similar contracts, and familiar with applicable regulations and safe and proper valve operations procedures.

3.2.1 The Contractor shall provide resumes of Project Manager and Field personnel with the ***bid submission***.

3.3 The Contractor shall have Field Technician with one (1) year minimum experience with operating large and small diameter valves, and be familiar with applicable regulations and safe and proper valve operations procedures.

4. Contractor Requirements

4.1 The Contractor shall consist of field crews with a minimum of two (2) personnel and shall include the following:

4.1.1 Project Manager that shall be responsible for managing the entire project on a day-to-day basis on behalf of the Contractor.

4.1.2 Field Operations Manager that shall be onsite continuously when valve assessments and other field work are being performed except for holidays and vacations during which the Contractor shall provide a qualified substitute pre-approved by the Point of Contact or designee.

4.1.3 Field Technician that shall be onsite continuously when valve assessments and other field work are being performed

Note: One individual may simultaneously serve as Project Manager and Field Operations Manager if the above minimum qualifications are met.

4.2 All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. Uniforms shall be alike and shall have the Contractor's and employee's names clearly displayed on the front of the shirt and seasonal outerwear.

4.3 All Contractor vehicles shall be clearly identified with the Contractor's name, phone number, and logo.

4.4 The Contractor shall be responsible for ensuring the safety of their employees, City employees, and the general public during performance of all services under this contract.

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The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.

- 4.5 The Contractor shall provide and necessary material, equipment and labor for valve assessment and repair services. The Contractor shall provide the following minimum equipment for this contract and provide a list of equipment with the ***bid submission***.
- 4.5.1 **GPS Hardware and Software** - The Contractor shall consistently collect coordinate data with an expected horizontal accuracy of less than 1 foot, mapping grade. The Contractor shall identify the proposed mapping grade or better GPS survey instruments they shall use, including manufacturer, model and year, for collecting coordinate and observational data for this program. Identify software systems for data collection, post processing, filtering and editing positional data, including version.
- 4.5.2 **Mapping Software** – The Contractor shall identify the software system proposed to create supporting ArcGIS feature classes, along with software versions.
- 4.5.3 **Valve Exercising Equipment** - The Contractor shall supply full service field vehicles to be used on the valve assessment contract. The Contractor shall submit a picture of the fully assembled valve service vehicle that will be used.
- 4.5.4 **Hydraulic Valve turning Equipment** – The Contractor shall provide hydraulic valve turning equipment. The Contractor shall list the make model, year, and operating system version that will be utilized.
- 4.5.5 **Industrial Strength Vacuum** - The Contractor shall have a minimum capacity of 300 CFM industrial strength vacuum. The Contractor shall list the make, model and year.
- 4.5.6 **Digital audio listening device** – The Contractor shall provide a digital audio listening device for leak sounding on each valve. The Contractor shall list the make, model, and year.
- 4.6 The Contractor shall maintain all equipment in a safe and responsible manner to avoid any leaking of fuel, oil, and/or hydraulic fluid. If such leakage occurs, it is the responsibility of the Contractor to protect the environment and surrounding surfaces from contamination and/or damage and clean the spill. The Contractor shall replace equipment that ceases to operate safely or leakage is excessive or cannot be adequately contained.
- 4.7 The Contractor is responsible for obtaining all necessary and applicable permits as require by the City pertaining to work in the City ROW. These include but may not be restricted to Temporary Use of Right of Way Permits and Excavation Permits. The City will be reimbursed for all permit fees by a \$10,000 Bid Item allowance. The Contractor

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invoices shall include detailed documentation supporting any charges against said Bid Item.

- 4.8 The Contractor shall be responsible for obtaining and adhering to all applicable maintenance of traffic and/or right of way criteria as required by the City, County and/or State. The Contractor shall set up and manage each job site in a responsible manner that includes, but is not necessarily limited to, maintenance of traffic, pedestrian safety, and property protection.

Refer to <http://www.austintexas.gov/department/right-way-permits>

- 4.9 Lane closures will be necessary to perform the work delineated in this specification. In order to accomplish this, the Contractor shall set up any and all traffic control devices deemed necessary by the City. All traffic controls shall conform to applicable federal and state of Texas Manual on Uniform Traffic Control Devices (MUTCD) standards. The payment for implementation and maintenance of traffic control devices will be covered by a \$20,000 Bid Item allowance. The Contractor invoices shall include detailed documentation supporting any charges against said Bid Item.
- 4.10 The Contractor shall set up, manage, and restore each job site that includes but is not limited to maintenance of traffic, pedestrian safety, and property protection. The Contractor shall at no time during active progress of work leave the job site unattended. The Contractor shall obtain prior approval from the Point of Contact or designee for all jobsite work that may extend past one work day.
- 4.11 The Contractor shall submit an emergency response plan for valves that are broken in a position different than originally found that may cause a change in system operating condition and create water quality problems for the City customers. **Emergency response plan must be approved by Point of Contact or designee prior to award.**
- 4.12 The Contractor shall provide detailed, written valve exercising processes that will be used by its operating crews and will include torque limits for every valve type and size anticipated in the scope of this program. **The written plan must be approved by the Point of Contact or designee prior to award.**
- 4.13 The Contractor shall report immediately, upon discovery, all emergency status field conditions to the Point of Contact or designee.

5. Contractor Responsibilities

5.1 Locate the Valve

5.1.1 The Point of Contact or designee will provide the Contractor with access to the City's most current water distribution maps for the project area. The Contractor shall locate all water distribution valves using the following guidelines:

- Search for all valves visually using the City water maps.

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- Search for water valves shown on maps, but not identified by visual inspection, using a magnetic locator, probing rods, and other tools.

5.1.2 If the valve cannot be located after searching for twenty (20) minutes, the valve will be labeled “cannot locate” and documented as a work order, creating a mapping grade GPS position at the location searched.

5.2 **Identify the Valve** - The Contractor shall give a unique identifier for each valve that will consist of the map and specific valve number. The unique identifier will not replace the City's existing global identifier if one exists. The unique identifier will serve as an independent identifier for a specific asset which can be used to link to additional internal systems and processes.

5.3 **Access the Valve** - The Contractor valve cover shall be removed by Contractor in order to access the valve. If, after attempting to remove the valve cover, it is clear that the cover is “stuck”, the cover will be broken, the valve accessed, and the cover replaced. Replacement Covers are to be provided by the City prior to the start of project. The Contractor shall notify the Point of Contact or designee when supply is exhausted to receive more. The Contractor shall note where the risers were installed in their reporting.

5.4 **Clean out Valve Box/Vault** - The Contractor shall vacuum out debris and/or pump out water from the box/vault in order to allow access to the valve operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. The Contractor shall provide a vacuum and water pump with every work crew.

5.5 **Inspection** - The Contractor shall execute visual inspection of the valve and valve box/vault. This inspection shall be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. Specific inspection information shall be documented for each valve.

5.6 **Valve Exercising**

5.6.1 The Contractor shall exercise each valve a minimum of two full cycles, with exercising continuing until operating torque stabilizes without measurable decreases and valve turn count stabilizes without measurable increases. “Exercise” is defined as a full cycle, from open to shut to open again. All valves shall be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are as follows:

5.6.1.1 Valves shall be exercised with a hydraulically operated, microprocessor controlled, torque controlled valve exerciser with maximum torque of at least 1,500 ft-lbs. Valve exerciser should allow for downloading of operating information, torque and turns data for each individual valve.

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- 5.6.1.2 The Contractor shall immediately notify the Point of Contact or designee of any valves found closed or broken, or if any unsafe conditions are observed.
- 5.6.1.3 If the valve fails to cycle at the torque limit, the exercise process will stop immediately. The Contractor shall contact the Point of Contact or designee for direction of additional torque with input from Contractor until the valve turns or the operation is suspended again at a higher torque. The Contractor shall notify the City **immediately** if the valve stops operating in the closed position.
- 5.6.1.4 The bypass valve shall be exercised first, if present. If the bypass valve does not operate, the main valve shall be exercised to a maximum 3/4 shut position to insure the valve does not become hydraulically locked in the closed position.
- 5.7 **Leak Sounding** - The Contractor shall provide specialized advanced digital audio listening devices and skilled operators to effectively and efficiently perform leak sounding on each valve. The Contractor shall listen, evaluate, and categorize sound to facilitate and prioritize future leak correlation scheduling. Documentation of all listening points assessed shall be provided in digital format and shall include asset number of valves along with categorization of no leak, possible leak, or definite leak.
- 5.8 **Valve Marking** - The Contractor shall mark valve lid covers with blue marking paint as the inspection and exercising process is completed. The mark is intended to provide field evidence of work completed at an individual valve.
- 5.9 **GPS Mapping – Valves**
- 5.9.1 The Contractor shall GPS map all assessed water distribution valves within sub-foot accuracy based on the City equipment of North American Datum of 1983 (NAD 83). Coordinate data shall be field collected with mapping grade GPS readings and subsequently differentially corrected via post-processing.
- 5.9.2 The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 30 seconds. Specific parameters include:
- Elevation mask: 5 degrees above the horizon
 - Coordinate system: To be agreed upon
 - Satellites: ≥ 5
 - Minimum number of raw positions collected: 30

CITY OF AUSTIN
SCOPE OF WORK
WATER VALVE ASSESSMENT AND REPAIR SERVICES
SOLICITATION NO. IFB GLB0062
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- 5.9.3 In the event of obstructions where a clear GPS position cannot be captured, a laser offset will be executed from a nearby location
- 5.9.4 The Contractor shall at a minimum, and in addition to the database attribute requirements, the following coordinate data items shall be generated as a result of this process.
- PDOP value
 - HDOP value
 - Correction Status
 - Date Recorded
 - Time Recorded
 - Total Positions
 - Filtered Positions
 - Horizontal Precision
 - Vertical Precision
 - Standard Deviation
 - .cor File Name
 - X-coordinate
 - Y-coordinate
- 5.10 **GPS Differential Post-processing** - Differential post-processing of raw field collection data shall be performed to achieve the desired positional accuracy described above. A minimum of (4) qualified GPS Base stations, within 100Km and as equally dispersed around the project site, shall be identified, utilized and recorded in the GIS Meta-data.
- 5.11 **Data Attribution – Valves** - The Contractor shall collect attribute data on each distribution valve and will be agreed upon with the Point of Contact or designee in advance of work startup. Data documentation shall include, at a minimum:
- Physical data:
- Unique identification number
 - Map or grid number
 - Valve size
 - Type of valve
 - Use of valve
 - Valve structure
 - Depth of valve operating nut
 - Date of operation
 - Number of turns
 - Close direction
 - Starting and ending torque values
 - Boolean indicating whether vacuumed/pumped
 - Valve discrepancies (by category and details)
 - Box/vault discrepancies (by category and details)

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- Other value added attribute items as agreed
- Address information submitted will conform to National Emergency Number Association (NENA) standards
- Location data - Mapping grade GPS coordinate data parameters as noted in the GPS mapping section.
- Discrepancies - Details on discrepancies so that a work order (as described above) can be concisely created.

5.12 **Database and/or Report requirements-** The Contractor shall provide for the following databases and/or reports

5.12.1 **Valve Inventory Feature Class Database**

- 5.12.1.1 The Contractor shall provide applicable valve data in a spatially accurate format compliant with the City's existing data structure in a format that will fully integrate into Esri systems.
- 5.12.1.2 The torque starting and ending data shall be obtained and provided to the City for all valves.
- 5.12.1.3 The Contractor and the Point of Contact or designee will meet before field operations commence to reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City. At a minimum, the following deliverable reports will be presented to the Point of Contact or designee:
 - GIS Geodatabase of field located valves, inspection attribution and location data
 - Annotated maps which depict the program area
 - A list of recommended valve and pipe repairs
 - Work orders for these repairs
 - A list of recommended valve replacements
- 5.12.1.4 The Contractor shall analyze the data results and develop an evaluation report for the City. This evaluation report shall include findings and recommendations for the City.

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5.12.2 **Valve Inspection Database** - Valve Inspection attributes shall be provided in an Object Table to be related to the Inventory Feature Class by a Relationship Class built on a unique Feature ID. This relationship class will be built on a 1 to many basis to account for additional future inspections. The Contractor shall have an understanding of building and maintaining GIS Relationship Class objects and provide recommendations for Inspection data attributes to be collected.

5.12.3 **GPS Location Data Database** - Locational data, including GPS related attributes and coordinate data, shall be delivered in a related GIS Object Table. This data is to be related using a GIS Relationship Class using a 1 to 1 relationship using the unique Feature ID. No orphaned records will be accepted. CONTRACTOR must provide an understanding of building and maintaining GIS Relationship Class objects.

5.12.4 **Work Order Data – Valve** – The Contractor shall create a report for all required repairs that are needed in order to bring the valves in the system up to 100% operability. This report shall be given to the Point of Contact or designee with 3-5 days of completion.

5.12.4.1 The reports will note the operability problem of the valve and the repair activity required to return the valve to full operability. The report will contain, at a minimum, the following information:

- Valve ID
- Map number
- Size of valve
- Type of valve
- Specific valve discrepancy (by category and details)
- Specific repair activity required to return the valve to full operability

5.13 **Minor Valve Repairs** – The Contractor shall complete minor repairs as they are encountered throughout this program upon request by the Point of Contact or designee. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. The Contractor shall only complete minor repairs as follows:

5.13.1 **Raising valves in asphalt-** The Contractor shall locate the paved over valve, cut asphalt, jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold asphaltic patch material. Risers are to be provided by the City prior to the start of project. The Contractor shall notify the Point of Contact or designee when supply is exhausted to receive more. The Contractor shall note where the risers were installed in their reporting.

CITY OF AUSTIN
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WATER VALVE ASSESSMENT AND REPAIR SERVICES
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5.13.2 **Raising valves in dirt (or other non-paved areas)** – The Contractor shall Locate the buried valve, dig down to the cover, apply risers to raise to existing ground level, backfill with compacted soil, and seed disturbed area with native or nonnative grasses (grass type to match existing). Risers are to be provided by the City prior to the start of project. The Contractor shall notify the Point of Contact or designee when supply is exhausted to receive more. The Contractor shall note where the risers were installed in their reporting.

5.14 The Contractor shall provide the Point of Contact or designee a weekly schedule of when work is to be performed so that periodic site visits can be made to verify quality of work performed and the site condition in which the work is performed.

5.15 The Contractor shall attend a meeting to discuss progress of deliverables on a biweekly or mutually agreed time with the Point of Contact or designee.

6. City of Austin Requirements

6.1 The Point of Contact or designee will identify selected valve ID numbers and locations in each Notice to Proceed. The Point of Contact or designee will provide water grid and/or other maps to help identify valve locations.

6.2 The Point of Contact or designee reserves the right to restrict the release of Notices to Proceed for any reason. As such, The Contractor may be allowed to demobilize from the project with prior approval from the Point of Contact or designee and then remobilize upon the Point of Contact or designee issuing a new Notice to Proceed. Payment for initial mobilization, demobilization, and remobilization will be per case basis, and will be made upon the Contractor fully remobilizing for the new Notice to Proceed.

**SECTION 0600- BID SHEET
CITY OF AUSTIN
WATER VALVE ASSESSMENT AND MINOR REPAIR SERVICES**

SOLICITATION NO: IFB GLB0062

Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City.

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

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

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

SECTION 1 - VALVE ASSESSMENT

The bid Price includes locating, identifying, accessing, cleaning out valve box/vault, inspection, exercising, leak sounding, marking, GPS and database deliveries. The prices for these assessments shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). **Does not include minor repair.**

ITEM #	ITEM DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.1	Valve Assessment, 4 Inch or smaller Diameter Valve	300	EA	\$ 48	\$14,400.00
1.2	Valve Assessment, 6-inch Diameter Valve	100	EA	\$ 62	\$6,200.00
1.3	Valve Assessment, 8-inch Diameter Valve	100	EA	\$ 63	\$6,300.00
1.4	Valve Assessment, 12-inch Diameter Valve	100	EA	\$ 64	\$6,400.00
1.5	Valve Assessment, 16-inch Diameter Valve	500	EA	\$ 65	\$32,500.00
1.6	Valve Assessment, 20-inch Diameter Valve	100	EA	\$ 65	\$6,500.00
1.7	Valve Assessment, 24-inch Diameter Gate Valve	500	EA	\$ 99	\$49,500.00
1.8	Valve Assessment, 24-inch Diameter Butterfly Valve	50	EA	\$ 99	\$4,950.00
1.9	Valve Assessment, 30-inch Diameter Gate Valve	100	EA	\$ 149	\$14,900.00
1.10	Valve Assessment, 30-inch Diameter Butterfly Valve	10	EA	\$ 149	\$1,490.00
1.11	Valve Assessment, 36-inch Diameter Gate Valve	100	EA	\$ 168	\$16,800.00
1.12	Valve Assessment, 36-inch Diameter Butterfly Valve	10	EA	\$ 168	\$1,680.00
1.13	Valve Assessment, 42-inch Diameter Gate Valve	50	EA	\$ 205	\$10,250.00
1.14	Valve Assessment, 42-inch Diameter Butterfly Valve	5	EA	\$ 205	\$1,025.00
1.15	Valve Assessment, 48-inch Diameter Gate Valve	100	EA	\$ 192	\$19,200.00
1.16	Valve Assessment, 48-inch Diameter Butterfly Valve	10	EA	\$ 192	\$1,920.00
1.17	Valve Assessment, 54-inch Diameter Gate Valve	10	EA	\$ 275	\$2,750.00
1.18	Valve Assessment, 54-inch Diameter Butterfly Valve	5	EA	\$ 275	\$1,375.00
1.19	Valve Assessment, 60-inch Diameter Gate Valve	10	EA	\$ 393	\$3,930.00
1.20	Valve Assessment, 60-inch Diameter Butterfly Valve	5	EA	\$ 393	\$1,965.00
1.21	Valve Assessment, 66-inch Diameter Gate Valve	15	EA	\$ 405	\$6,075.00
1.22	Valve Assessment, 66-inch Diameter Butterfly Valve	5	EA	\$ 405	\$2,025.00
Subtotal of Section 1					\$212,135.00

**SECTION 0600- BID SHEET
CITY OF AUSTIN
WATER VALVE ASSESSMENT AND MINOR REPAIR SERVICES**

SECTION 2 - MINOR REPAIRS

The bid Price is for raise valve box and shall include all labor, transportation, and material costs (lubrication, cleaning, towels, etc.). *Does not include valve assessment.*

ITEM #	ITEM DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
2.1	Raise Valve Box to Grade, 12 inches or less, in unpaved area	100	EA	\$125.00	\$12,500.00
2.2	Raise Valve Box to Grade, Greater than 12 inches, in unpaved area	20	EA	\$170.00	\$3,400.00
2.3	Raise Valve Box to Grade, 12 inches or less, in paved area	200	EA	\$175.00	\$35,000.00
2.4	Raise Valve Box to Grade, Greater than 12 inches, in paved area	20	EA	\$207.00	\$4,140.00
Subtotal of Section 2					\$55,040.00

SECTION 3 - NON-SPECIFIED ITEMS

The pricing shall include all labor, transportation, and material cost. This is on a "as needed basis".

ITEM #	ITEM DESCRIPTION	EST. ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
3.1	Mobilization or Remobilization as stated in Section 0500 Scope of Work Paragraph 6.2	5	EA	\$ 1,000	\$5,000.00
3.2	Demobilization as stated in Section 0500 Scope of Work Paragraph 6.2	5	EA	\$ 1,000	\$5,000.00
3.3	Field work performed outside of normal working hours of Monday Through Friday, 7am to 6pm	1500	HR	\$0.00	\$0.00
Subtotal of Section 3					\$10,000.00

SECTION 4- ALLOWANCE ITEMS

The following is estimated annual allowances

The items below will require an receipt of payment to be submitted with invoice to the City for reimbursement.

ITEM #	ITEM DESCRIPTION	ALLOWANCE
4.1	Permits fees required by the City as stated in Section 0500 Scope of Work Paragraph 4.7	\$10,000.00
4.2	Allowance for implementation and maintenance of traffic control devices (Labor, Materials, Equipment) as stated in Section 0500 Scope of Work Paragraph 4.9	\$20,000.00
4.3	Allowance for Valve Operations Support to Austin Water for Emergency Non-Assessment Work (Labor and Equipment)	\$10,000.00
Subtotal of Section 4		\$40,000.00
TOTAL BID		\$317,175.00

**SECTION 0600- BID SHEET
CITY OF AUSTIN
WATER VALVE ASSESSMENT AND MINOR REPAIR SERVICES**

Please check the boxes below as confirmation.

X	Offer Sheet - required
X	Bid Sheet (Section 0600) -required
X	Local Business Presence Identification Form (Section 0605) - required
X	Reference of minimum of 3 projects - required See Section 0500 Scope of Work Paragraph 3.1.2
X	Resumes of Project manager and Field personnel - required See Section 0500 Scope of Work Paragraph 3.2.1
X	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
X	Nonresident Bidder Provisions (Section 0835)- required
X	MBE/WBE PROCUREMENT PROGRAM PACKAGE - required
X	Equipment list -required See Section 0500 Scope of Work Paragraph 4.5
X	Sample Invoice - required
X	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
X	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

COMPANY PRINTED NAME:___Wachs Water Services

ACCOUNTS RECEIVABLE POINT OF CONTACT, NAME: Marla Hall___PHONE NUMBER:___403-537-2823___

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Wachs Water Services	
Physical Address	8708 South Congress Suite 105-A, Austin, TX 78745	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Leo's Service Station, LLC	
Physical Address	1149 1/2 Airport Blvd., Austin, TX 78702	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes <i>n/a</i>	No

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

SUBCONTRACTOR(S):

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

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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

or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:


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

Dated this 29 day of Sept, 2017

CONTRACTOR

Wachs Water Services

Authorized
Signature



Title

President

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(Version 2)
(Please duplicate as needed)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Lane Huges	WWS	Prime	> \$14.00 / hr	Project Manager
Nick Pulido	WWS	Prime	> \$14.00 / hr	Crew Cheif
Ryan Larremore	WWS	Prime	> \$14.00 / hr	Lead Technician

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Wachs Water Services

Signature of Officer
or Authorized
Representative:



Date: 29 Sept 2017

Printed Name: Cliff Wilson

Title: President

Section 0835: Non-Resident Bidder Provisions

Company Name Wachs Water Services

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

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

Answer: non-resident bidder

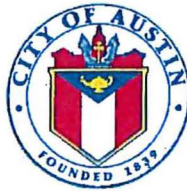
- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is 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: Yes Which State: Maryland

- 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: Equal to MD. Preference shall be equal to the preference given or required by the state of the non-resident bidder



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB GLB0062

Addendum No: 1

Date of Addendum: 9/29/17

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

I. Clarifications:

- I.1** Replace the Section 0400 to reflect the change to the Section 0400 7A & 7B Living wage from \$13.50 to 14.00 per hour, with the attached version 2.
- I.2** Replace bid sheet Section 0815, with the attached version 2.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Georgia Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

9/29/17
Date

ACKNOWLEDGED BY:

Cliff Wilson

Name


Authorized Signature

29 Sept 2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB GLB0062** Addendum No: **2** Date of Addendum: **10/12/17**

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

I. Clarifications:

1. The closing time and date of the above referenced Invitation for Bid has been extended to **2:00 PM on Thursday October 26, 2017. Bids will be accepted until 2:00 PM on Thursday October 26, 2017.**
2. Replace the Section 0400 to reflect the Change in 5.A Delivery Requirements.
 - a. Was: The Contractor shall complete all valve assessments and minor repairs within 30 calendar days of Notice to Proceed notification from the City.
 - b. Now: **The Contractor shall complete all valve assessments and minor repairs within 90 calendar days of each Notice to Proceed notification from the City.**
3. Replace the Section 0500 to reflect the Change in 1. Purpose and add 5.15.
 - a. Was: 1.0 The City has approximately 1,900 large and small diameter valve.
 - b. Now: 1.0 **The City has approximately 1,900 large and 83,000 small diameter valves.**
 - c. **5.15 The Contractor shall attend a meeting to discuss progress of deliverables on a biweekly or mutually agreed time with the Point of Contact or designee.**
4. The pre-bid sign in sheet is attached to this addendum of those that attended the Pre-Bid.

II. The following questions were posed by one or more contractors. Each question (Q) is followed by its answer (A).

1. (Q) In section one of the specification (0500) it states, "The City has approximately 1,900 large and small diameter valve". On the bid sheet (0600) the annual estimated annual quantities for valves totals 2,185 valves. Can you confirm that for pricing purposes the estimated annual quantity is 2,185?
(A) The Specification was replaced with new Specification stating "The City has approximately 1,900 large and 83,000 small diameter". It is also clarified that the estimated annual amount is what is stated on the bid sheet (0600) of 2,185 valves.
2. (Q) Can the MBE 2.94% and WBE 2.27% be combined as 5.21% for either MBE or WBE participation goal?
(A) No you cannot combined for a total percentage of MBE/WBE but you can exceed the amount stated for each. Must have at least 2.94% MBE and 2.27% of WBE.
3. (Q) Is the \$40,000 Allowance part of the base bid for WBE and MBE percentages for participation goal?
(A) Yes it is.
4. (Q) On your Specification 4.5.5 Industrial Strength Vacuum, will the City provide a place to dump the vacuum of the material suction from that day?
(A) No the City will not, it will be the Contractors responsibility.
5. (Q) Along with the paper maps is it possible to be able to obtain the GIS data base to work off with the coordinates of valve location?
(A) Yes we will provide the coordinates from the GIS data base at the Kick-off meeting or designated time of notice to proceed.
- 6.0 (Q) Do you have anticipated time frame for progress meetings to go over status of work.
(A) Yes the meetings will be bi-weekly or mutually agreed up with the Point of Contact or designee and the Contractor.
- 7.0 (Q) The work packages that you provide are they going to geography based in which every size valve section would be worked then move to another section?
(A) This could be by pressure zone or by transmission main, could be both or one. However should be geography based.
- 8.0 (Q) The 1500 hours for Field Work performed outside of normal working hours, how much from the prior contract was that utilized and was it due to emergency or filling in for the City staff?
(A) 90% range was used and it was mainly due to less traffic at night to be able to do hear test better.
- 9.0 (Q) Was there a reason for breaking out each valve on the bid sheet?
(A) It was because each valve requires different amount of time to complete assessment.

10. (Q) In section 3.3 of the pricing sheet, are the 1500 hours – M-F from 6p-7a, meant to replace regular daytime workhours or are they meant to be in addition to regular daytime workhours ie; call-outs for emergencies or other support

(A) Bid Item 3.3 is for payment for valve assessment work performed outside of M-F, 7am to 6pm.

11. (Q) If this is meant to be for emergency call-outs or other support – is it apart and separate from the valve assessment work? Or will the contractor be paid for each valve activity plus any additional hourly fee?

(A) Valve operations support and other work not associated with valve assessments will be paid under Bid Item 4.3.

12. (Q) Would use of a hydraulically actuated, microprocessor controlled valve turning machine, capable of 750 ft lbs (ERV-750) be acceptable for general use in the valve assessment program? If the valve is deemed "frozen", the valve could then be worked at a higher torque with a TM-7, capable of 1500 up to 2500 ft. lbs. (depending on model)

(A) Per 0500-5.6.1.1, the contractor will need to have a valve exerciser with maximum torque of at least 1500 ft-lbs.

I. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Georgia L. Billela, Procurement Specialist III
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Wachs Water Svcs CC Wilson 12 OCT 2017
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



INVOICE

Remittance Address:

Pure Technologies U.S. Inc. dba: Wachs Water Services
8920 State Route 108, Suite D
Columbia, MD 21045
(443) 766-7873

DATE:
INVOICE #
Project #
PO/Contract #

Bill To:

City of Austin
Austin Water - Joe Hoepken
Attn: Accounts Payable
3907 S. Industrial Drive
Austin, TX 78744-1070

Project:

Item #	DESCRIPTION	# of units	Unit	Price per unit	Current Billing
1.1	Valve Assessment, 4 Inch or smaller Diameter Valve				
1.2	Valve Assessment, 6-inch Diameter Valve				
1.3	Valve Assessment, 8-inch Diameter Valve				
1.4	Valve Assessment, 12-inch Diameter Valve				
1.5	Valve Assessment, 16-inch Diameter Valve				
1.6	Valve Assessment, 20-inch Diameter Valve				
1.7	Valve Assessment, 24-inch Diameter Gate Valve				
1.8	Valve Assessment, 24-inch Diameter Butterfly Valve				
1.9	Valve Assessment, 30-inch Diameter Gate Valve				
1.1	Valve Assessment, 30-inch Diameter Butterfly Valve				
1.11	Valve Assessment, 36-inch Diameter Gate Valve				
1.12	Valve Assessment, 36-inch Diameter Butterfly Valve				
1.13	Valve Assessment, 42-inch Diameter Gate Valve				
1.14	Valve Assessment, 42-inch Diameter Butterfly Valve				
1.15	Valve Assessment, 48-inch Diameter Gate Valve				
1.16	Valve Assessment, 48-inch Diameter Butterfly Valve				
1.17	Valve Assessment, 54-inch Diameter Gate Valve				
1.18	Valve Assessment, 54-inch Diameter Butterfly Valve				
1.19	Valve Assessment, 60-inch Diameter Gate Valve				
1.2	Valve Assessment, 60-inch Diameter Butterfly Valve				
1.21	Valve Assessment, 66-inch Diameter Gate Valve				
1.22	Valve Assessment, 66-inch Diameter Butterfly Valve				
INVOICE TOTAL				\$	-

Contract Authorized Amount
Previous Billing
Billed to Date
Balance

Make all checks payable to **Pure Technologies U.S. Inc dba Wachs Water Services**
If you have any questions concerning this invoice, contact Liliya Naydenko at (443) 718-4647

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Valve Assessment
Solicitation Number	IFB 2200 GLB0062

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE	2.94	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	2.27	%

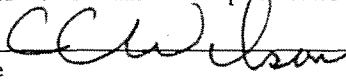
Section II — Bidder Company Information

Company Name	Pure Technologies US Inc/dba Wachs Water Services		
Address	8920 State Route 108 Suite D		
City, State Zip	Columbia, MD 21045		
Phone	224-357-2600		
Fax	847-415-2196	E-Mail	wpratt@wachsws.com
Name of Contact Person	Wayne Pratt		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>VS00000015669</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm		
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

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

Cliff Wilson, President

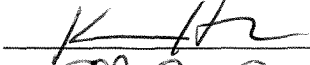
Name and Title of Authorized Representative

Signature 

Date 29 Sept 2017

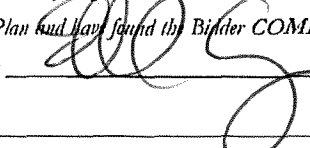
For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder HAS ☒ HAS NOT ☐ complied as per the City Code Chapter 2-9C through GFE.

Reviewing Counselor 

Date 11/8/17

I have reviewed this Compliance Plan and have found the Bidder COMPLIANT ☒ NON-COMPLIANT ☐

Director /Assistant Director 

Date 11/17/17

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- ~~Goal percentages should be based on the Base Bid amount only. Allowances are not included.~~ see note in red below base bid amount
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☒

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	%	\$	%
Hispanic	%	\$	%
Asian/Native American	%	\$	%
WBE	2.27 %	\$ 7,200.00	2.27 %
MBE	2.94 %	\$ 0	0 %
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subcontractor Amount		\$ 7200.00	2.27 %
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$ 309,975.00	97.73 %

Base Bid Amount (Subs + Bidder amount) \$ 317,175.00 100 %

allowances totaling \$40,000 ARE included in base bid amount - per item 3 on page 2 of addendum 2

For SMBR Use Only:

Verified participation for each category:

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

MBE 0 % WBE 2.27 % Combined MBE/WBE _____ %

Prime 97.73 % Non-Certified 0 %

Section IV — Disclosure of MBE and WBE Subcontractors (Duplicate as Needed)

Note:

- Fill in all the blanks (use "none" or "N/A" where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Leos Service Station, LLC	
City of Austin Certification Data	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code	V000009360	
Address/ City / State / Zip	1149 1/2 Airport Blvd.	
Contact Person & Phone #	Socorro Leos; 512-926-4110	
Fax & Email Address	512-926-4128	
Commodity Codes	<input checked="" type="checkbox"/> 40500	
Commodity Codes Descriptions	<input checked="" type="checkbox"/> Fuel, oil, grease and lubricants	
Amount of Subcontract	\$ 7,200.00	2.27 %

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm	N/A	
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Section V — Disclosure of Non-Certified Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

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

Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor	N/A	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		

WWS reached out via email to all vendors on the Subcontractor Vendor List that was provided by the City of Austin as our first method of outreach. Our second method of outreach was to follow up the email that was sent with either a phone call or fax. We did not get any positive responses. In addition, we were in regular contact with Keisha McCutchin of SMBR regarding assistance in clarifications and lists of additional vendor types for potential work on this project. We reached out all the Local Minority Service Organizations that were provided by the City of Austin and placed a help wanted ad in a local minority publication. All outreach documentation is attached at the end of Appendix A

Section VI — Disclosure of Second-Level Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor	N/A		
City of Austin Certified? (choose one)	<input type="checkbox"/> No	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		%
First-Level Subcontractor			
Name of Second-Level Subcontractor	N/A		
City of Austin Certified? (choose one)	<input type="checkbox"/> No	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		%
First-Level Subcontractor			
Name of Second-Level Subcontractor	N/A		
City of Austin Certified? (choose one)	<input type="checkbox"/> No	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		%
First-Level Subcontractor			
First-Level Subcontractor			
Name of Second-Level Subcontractor	N/A		
City of Austin Certified? (choose one)	<input type="checkbox"/> No	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Commodity Codes			
Commodity Codes Descriptions			
Amount of Subcontract	\$		%
First-Level Subcontractor			

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☐ No ☒*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan**. The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals, emails, phone log, letters	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Copy of advertisements placed in local publication	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Copy of notices sent to Minority and Women organizations	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice 	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals?

Yes ☒ No ☐If yes, please explain: Fuel vendor and Water Operator

Was SMBR contacted for assistance?

Yes ☒ No ☐

If yes, complete following:

Contact Person: Keisha McCutchinDate of Contact: 10/10/2017Summary of Request: requested clarification of MWBE requirement and additional resources/ listings for MWBE labor providers and vendors (codes 96459/96445)

Were Minority or Women organizations contacted for additional assistance?

Yes ☒ No ☐

If yes, complete following:

Organization(s): Local Minority Service OrganizationsDate of Contact: October 10, 2017Summary of Request: Email letter sent to all list members requesting a response of availability/willingness to subcontract

LETTER TO POTENTIAL SUBCONTRACTORS**Wachs Water Services**

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

Solicitation Name: Valve Assessment and Minor Repairs
 Solicitation Number: GLB0062
 Location of Pre-bid Conference (if any) October 5, 2017 @ 9:00 AM

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

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

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

Contact: Lane Hughes at 512-418-6705 or 847-415-2196
 (Name) (Telephone) (Fax)
lhughes@wachsws.com
 (Email)

All Responses MUST be received by: October 13, 2017

CONFIRMATION LETTERName of Prime Contractor: Wachs Water ServicesAddress: 8708 South Congress Suite 150-A, Austin, TX 78745

Street

City

State

Zip Code

Telephone: (800) 525-5821 Fax: (847) 415-2196 Proposed Contract Amount: \$Project/Solicitation Number: GLB 0062Project Name: Valve Assessments and Minor RepairsType of Agreement (*check one*): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: _____ Level of Subcontracting (*check one*): ☒ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____

Street

City

State

Zip Code

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

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

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

Prime Contractor:**Subcontractor:**Pure Technologies US Inc/dba Wachs Water Services

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Cliff Willson

Print Name

Print Name

President

Title

Title

Date

Date

STATE OF _____

COUNTY OF _____

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

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.**Notary Public*****Including Suppliers, Manufacturers, Alternates****Notary Public**

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
- ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

<u>Compliance</u>	<u>CERTIFICATION</u>	<u>MAIN OFFICE</u>
512-974-7600	512-974-7645	512-974-7600
512-974-7601	512-974-7601	512-974-7622
Smbrcompliancedocuments@austintexas.gov	smbrcertification@austintexas.gov	www.austintexas.gov/smbr

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at <http://austintexas.gov/department/bonding>.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

GOOD FAITH EFFORTS DOCUMENTATION

- Email Outreach
- Fax Outreach
- Phone Outreach
- Local Publications Outreach
- Local Service Organizations Outreach

Email Outreach

Fax Outreach

10.10.2017

Fax

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

From

Lane Huges

Re

MBE/WBE

Participation/City of Austin

Phone

512-418-6705

Email

lhughes@wachsws.com

Pages

3

**RE: Solicitation Name: IFB Valve Assessment and Minor Repairs
Solicitation Number: GLB0062**

Wachs Water Services is soliciting Minority and Women-Owned Business Enterprise participation for the above-referenced project for the City of Austin.

We are seeking a Valve Technician/Operator who meets the requirements of the attached job description. The project will likely start in 2018 and run for 2 years. Work will be conducted 6-8 months out of each year.

The Valve Technician meeting the requirements of the job description will receive an hourly wage of \$14.00/hour and will be provided with training.

If you are interested in working with Wachs Water Services and the City of Austin, please return the attached response form **NO LATER THAN FRIDAY, OCTOBER 13.**

Wachs Water Services

Tel 800-525-5821

Fax 847-415-2196

8708 South Congress

Suite 150-A

Austin, TX 78745

www.wachsws.com

info@wachsws.com



OPERATOR-FIELD WATER DISTRIBUTION

The Operator will be responsible for job safety, accurate and professional operation and maintenance of valves and fire hydrants. The individual will follow written procedures for assessing, operating, maintaining and testing of valves and fire hydrants. The Operator will also become familiar with the duties of the Crew Chief in order to provide advancement opportunities within the organization.

Responsibilities

Safety

- Ensure safe operations in the field
- Traffic safety
- Personal safety
- Equipment operations safety
- Confined space safety
- Participate in weekly safety meeting

Valve and Hydrant Operations

- Understand and follow all operating procedures
- Operate and test valves and hydrants
- Understand the implications of operations
- Understand water system dynamics
- Inform crew chief whenever an abnormal situation arises

Valve and Hydrant Maintenance and Testing

- Understand and follow all maintenance and testing procedures
- Maintain and test valves and hydrants
- Understand the mechanical construction of valves and hydrants
- Call for assistance whenever an abnormal situation arises
- Be available for emergency response

Equipment

- Execute maintenance on all equipment
- Keep all equipment clean
- Responsible for daily truck inspection

Professionalism

- Present a professional appearance
- Communicate well with others

On call assistance

- Provide on call assistance to respond to customer emergencies

Required Skills

- Minimum 3 years of mechanical experience
- Safe and cautious driver with a valid driver's license
- Ability to understand, read, and write English
- Ability to perform basic math skills
- Availability to work overtime, any shift, weekends and holidays if needed
- Ability to lift over 75lbs

MBE/WBE PARTICIPATION ACKNOWLEDGEMENT FORM

I wish to be considered as an MBE provider to Wachs Water Services for the Austin Large Valve Assessment Contract. I agree to pay the provided Valve Technician / Operator a minimum of \$14.00 / hour. My charge to Wachs Water Services will be \$_____/hr for year 1 of the contract and \$_____/hr for year 2 of the contract.

Signed

Date

Company Name

MBE Certification Number

EQUIPMENT LIST

GPS Hardware and Software; Mapping Software (Andy)

- Trimble 7x Series and Zephyr 2 Antenna – Both purchased in 2017
- Terrasync v5.86 – latest version was released in 2016
- Pathfinder Office v5.85 – latest version was released in 2016
- Arc GIS v10.4.1 – this was released in 2016.
-

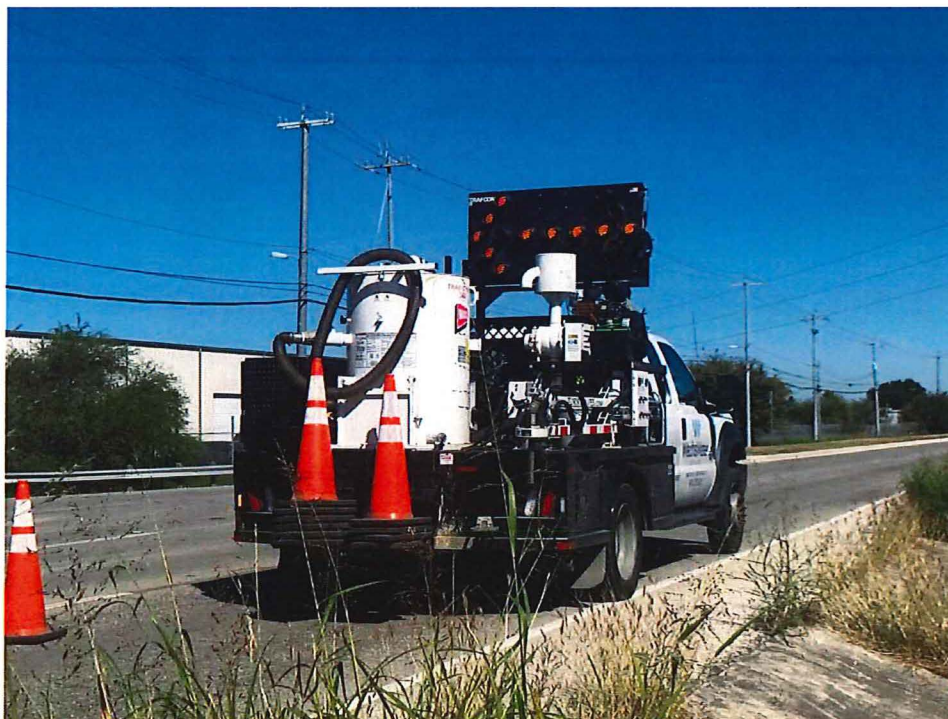
Valve Exercising Equipment and Hydraulic Valve Turning Equipment

- TM7-DT or ERV-750 Truck Mounted Valve Exerciser
- Wachs Powerdrive Valve Exercise
- Wachs Electric Valve Exerciser
- Wachs Turn and Count Valve Exerciser
-

Vacuum and Digital Audio Listening Device

- Stanley SM50 Pump for dewatering Vaults
- FCS Lmic: 1 unit to be assigned to the project
- Subsurface Ld-8

Truck Photos



PROJECT REFERENCES

City of Houston, TX
2700 Dalton
Houston, TX 77251
Andrew Brady, Assistant Director
832-395-5262
Andrew.Brady@houston.tx.gov
\$840,000/yr.
2008-present

The City of Houston has one of the largest distribution systems in the United States. Houston's aging water system covers 750 square miles and has approximately 140,000 valves and 50,000 hydrants. When Wachs Water Services first approached Houston they relayed to us that they deal with 100 water complaints a day and address approximately 800 main breaks on a monthly basis. The resources of the Utilities Maintenance Branch (UMB) were stretched to capacity and system operability was low. Addressing all the shut downs in the system kept maintenance crews from working on any preventative maintenance. Houston decided that the best approach for their system was to bring in valve experts to rehabilitate all the largest and critical valves first in order to prevent a major catastrophic failure of the system. Of serious concern was the potential breakage of a large water main like a 96" transmission and not being able to shut it down efficiently. The Water Operations Branch took on the task of addressing this need. In 2008 Wachs Water Services began a 3 year program to locate, assess, operate, document, and perform repairs on all critical valves from 16" to 96" in the City of Houston water distribution system. The results of this program were outstanding and the City decided to address all the valves in their system. In 2016 WWS was awarded its third multi-year contract with the City of Houston. This contract is comparable to the City of Austin solicitation as it is a multi-year contract that valve assessments and minor repairs.

San Antonio Water System
200 US Highway 281 N
San Antonio, TX 78220
Alissa Lockett, Director of Distribution
210-233-3401
alockett@saws.org
\$342,000/yr.
2006-present

On a yearly basis since 2006, Wachs Water Services performs comprehensive valve assessments and repairs for the SAWS. In this program Wachs assesses, evaluates, tests and documents valves in the SAWS water distribution system. All of the information collected is linked to SAWS' GIS and to their Hansen work order management system.

PROJECT REFERENCES – CONT.



City of Southlake, TX
1400 Main Street
Southlake, TX 76092
Kyle Flanagan, Water Supervisor
817-748-8081
kflanagan@ci.southlake.tx.us
\$80,000/yr.
2015-present

The City of Southlake contracted with Wachs Water Services to develop, plan and execute a pilot program to locate, inspect, clean out, assess, exercise, operationally test, mark, record mapping grade GPS data, document attribute characteristics, create a deliverable database and create work orders for water distribution system valves and hydrants. The pilot was successful and WWS was awarded a program that address approximately 4,500 in the City of Southlake distribution system. WWS will provide applicable valve data in a spatially accurate format compliant with the City of Southlake's existing data structure and will perform this work in 2017.

City of Austin, TX
Bell Service Center
Austin, TX 78701
Steve Christianson, Contract Coordinator
512-972-1184
steve.christianson@austintexas.gov
\$1,600,000/yr.
2008-present

From 2009 until 2015, Wachs Water Services was contracted by the City of Austin to assess and repair approximately 8,000 Fire Hydrants per year. This program significantly reduced the City's out-of-service hydrant inventory and improved fire safety throughout the Austin community

Lane Hughes, Project Manager

Professional Summary

Lane Hughes is a Project Manager for Wachs Water Service with over 17 years' professional experience in the water industry. Mr. Hughes has extensive experience in the execution of many different program types including hydrant and valve assessment, maintenance, rehabilitation, and repair programs and leak detection programs. His professional experience also includes project management of total refurbishing of water treatment plants as well as wastewater treatment plants.

Experience

Project Management

Mr. Hughes is the project manager for many of our multi-year valve and hydrant programs in Texas. He plans and directs all activities and aspects of the projects including safety and quality control. He provides project management and supervision services for on-going valve & actuator operation and repairs.

Valve and Hydrant Assessment Experience

Mr. Hughes has experience in the repair of a variety of different valves. He has repaired external geared gate valves, butterfly valves and actuators, and double disc gate valves and actuators. He has repaired manual mechanical actuators as well as electrical actuators. He has raised to grade paved over valve boxes, and straightened misaligned roadway boxes. He has performed maintenance services on a number of different hydrant manufactures' equipment as well as repair and complete rebuilds of hydrants.

Leak Detection

Mr. Hughes has managed several leak detection programs for Wachs Water Services including our multi-year program in the City of Austin as well as our leak detection programs in Brownsville, TX, Uvalde, TX and Fort Carson, CO.

General Maintenance & Repair

Mr. Hughes has over 18 years' prior experience as a millwright & pipefitter performing many hours of service in paper mills, chemical plants, grain elevators, refineries, and other heavy industrial manufacturing plants.

Project List

City of Houston, TX – Valve Assessment Program
City of Uvalde, TX – Leak Detection Program
City of Brownsville, TX – Leak Detection Program
San Marcos, TX – Valve Assessment Program
San Antonio Water System (SAWS)– Valve Assessment Program
San Antonio Water System (SAWS) – Leak Detection Program

City of Austin, TX – Hydrant Maintenance and Repair Program
City of Austin, TX – Leak Detection Program
City of Austin, TX – Ulrich Water Treatment Plant Valve Services
City of Bedford, TX – Valve and Hydrant Assessment Program
City of Corpus Christi, TX – Large Valve Assessment Project
Fort Carson, CO – Leak Detection Program

Certifications/Registrations

OSHA 30 Hour
PMP Trained Project Manager
Wachs Certified Project Manager
Field Operations Classroom Trained
Truck Safety, Equipment & Inspection Trained
Trimble Operation & Data Management Trained
Confined Space Entry Trained
First Aid / CPR Trained

Nick Pulido, Crew Chief

Professional Summary

Nicholas Pulido is a Crew Chief for Wachs Water Services with over twelve years of professional experience in the water industry. Mr. Pulido has extensive experience in the execution of valve and hydrant maintenance. Prior to joining Wachs Water Services Mr. Pulido worked for the City of Austin Water Utility.

Supervisory Experience

Mr. Pulido has been a Crew Chief for numerous valve and hydrant assessment programs and has supervised multiple crews.

Valve and Hydrant Assessment Experience

Mr. Pulido has inspected, audited and exercised thousands of valves from 1" ball valves to large gate, butterfly and cone valves. He is an expert at valve operating equipment, valve operators, torque limits on specific valves and the operating characteristics of all valve types. He has specific expertise in operating large and high torque valves.

Repair and Mechanical Experience

Mr. Pulido has performed flow testing and maintenance on many different manufacturers' hydrants from minor repairs to raises, major rebuilds and replacements. Mr. Pulido also has extensive experience in the repair of different types of valves. Has repaired valve operators, butterfly shear pins, butterfly operators, external geared gate valves, replaced packing, straightening misaligned roadway boxes, replacing frames and covers on vaults, raising paved over valves, troubleshooting valve repair activities and replacement of valves.

Project List

City of Austin, TX – Fire Hydrant Maintenance and Repair Program
San Antonio, TX (SAWS) – Valve Assessment and Rehabilitation Program
City of Houston – Large Valve Assessment Program, Valve Assessment Program
San Marcos, TX – Valve Assessment Program
Southlake, TX – Valve Assessment Program
City of Austin – Ulrich Water Treatment Plant Valve Services
City of Bedford – Valve and Hydrant Assessment Program
City of Corpus Christi – Large Valve Assessment Project
Nipomo, CA – Valve and Hydrant Assessment Program

Certifications/Registrations

10 Hour OSHA Training Certification
Field Operations Classroom Trained
Wachs Certified Operator and Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained

Ryan Larremore, Leak Valve Technician/Crew Chief

Professional Summary:

Ryan Larremore is a Crew Chief for Wachs Water Services with over nine years of professional experience in the water industry. Mr. Larremore has extensive experience in the execution of valve assessment and hydrant maintenance programs and has supervised field personnel on various programs for Wachs Water Services.

Experience:

Supervisory Experience

Mr. Larremore was a Crew Chief for the large valve program in Houston working with multiple crews and has also supervised the crew on Americus, GA and Irving, TX projects.

Valve and Hydrant Assessment Experience

Mr. Larremore has inspected exercised and collected data on thousands of valves from small gate valves to large 48" geared gate valves and butterfly valves up to 96". He is an expert at valve operating equipment, valve operators, torque limits on specific valves and the operating characteristics of various valve types. Mr. Larremore has expertise in operating and rehabilitating large frozen valves and valves where high torque is required. Mr. Larremore has also operated and assessed fire hydrants for repair needs.

Valve and Structure Repair Experience

Mr. Larremore is confined space entry certified and recently assisted in the repair of gate valves needing new operating nuts. He has experience in repairing misaligned roadway boxes and raising boxes and vaults to grade in either dirt or asphalt.

Project List:

Houston, TX – Large Valve Assessment and Rehabilitation Program
Austin, TX – Fire Hydrant Assessment and Maintenance Program
Americus, GA – Valve Assessment, Rehabilitation and Structure Repairs
Irving, TX – Large Valve Assessment and Rehabilitation Program
San Antonio, TX – Valve Assessment

Training & Certification

10 Hour OSHA Training Certification
Field Operations Classroom Trained
Wachs Certified Operator and Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Georgia Billela/4-2939	PM Name/Phone	Joe Hoepken/2-1168
Sponsor/User Dept.	Austin Water/2200	Sponsor Name/Phone	Darrell Richmond/2-0313
Solicitation No	GLB0062	Project Name	Valve Assessment
Contract Amount	1,750,000 (350,000 per year)	Ad Date (if applicable)	9/18/17
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Large diameter (greater than or equal to 24 inches) and small (less than or 24 inches) valve assessment and minor repair services.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
IFB STA1050 No Goals were established and no subcontracting was utilized			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
9313644 80%, 95877 10% and 95895 10%.			
Georgia Billela		9/8/2017	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	9/8/2017	Date Assigned to BDC	9/8/2017
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input checked="" type="checkbox"/> Goals	2.94% MBE	2.27% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input checked="" type="checkbox"/> Sufficient availability of M/WBEs | <input checked="" type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There is availability. 43 MBE firms and 23 WBE firms.

Subcontracting Opportunities Identified

There ^{are} ~~were~~ subcontracting opportunities in Project Management, Utility Management and the Inspection, Testing, Cleaning, Maintenance & Service areas.

Keisha Houston-McCutchin

SMBR Staff



Signature/ Date **9/13/17**

SMBR Director or Designee



Date

9/14/17

Returned to/ Date: