



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

December 3, 2020

Pure Technologies US Inc. D/B/A Wachs Water Services

Ryan McKeon

Vice President

8920 State Route 108 Suite D

Columbia, MD 21045

Ryan.mckeon@xyleminc.com

Dear Mr. McKeon:

The Austin City Council approved the execution of a contract with your company for leak detection services in accordance with the referenced solicitation.

| | |
|-----------------------------------|--|
| Responsible Department: | Austin Water |
| Department Contact Person: | Andres Ramirez |
| Department Contact Email Address: | Andres.Ramirez@austintexas.gov |
| Department Contact Telephone: | 512-972-0310 |
| Project Name: | Leak Detection Services |
| Contractor Name: | Pure Technologies US Inc. D/B/A Wachs Water Services |
| Contract Number: | MA 2200 NA210000005 |
| Contract Period: | 12/3/2020-12/3/2022 |
| Dollar Amount | \$280,000 |
| Extension Options: | Three 12-month options at \$140,000/option |
| Requisition Number: | RQM 2200 20060800622 |
| Solicitation Type & Number: | IFB 2200 JOG1011 |
| Agenda Item Number: | 27 |
| Council Approval Date: | December 3, 2020 |

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,

Jo Gutierrez

Procurement Specialist III

City of Austin

Purchasing Office

cc: City Contract Manager
Contractor's Contract Manager



Offer and Certifications

Solicitation No.
IFB 2200 JOG1011

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OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

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

Company Address: 8920 State Route 108 Suite D

City, State, Zip: Columbia MD 21045

Company's Austin Finance Online Vendor Registration No. VS0000015669

Company's Officer or Authorized Representative: Ryan McKeon

Title of Officer or Authorized Representative: Vice President

Email: ryan.mckeon@xylem-inc.com

Offeror's Phone: 443-766-7873

Offeror's Signature: _____



Date: 8-27-2020

OFFER: The above signed, 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 Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.


ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 2200 NA210000005

Printed Name of City's Authorized Procurement Staff: Jo Gutierrez

Title of City's Authorized Procurement Staff: Procurement Specialist III

Signature:  _____

DN: cn=Jo Gutierrez, o=City of Austin -
Purchasing Office, ou,
email=jo.gutierrez@austintexas.gov, c=US
Date: 2020.12.03 12:29:24 -0600

Date: 12/03/2020

Email: jo.gutierre@austintexas.gov

Phone: 512-974-2827

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

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 Non-Discrimination and Non-Retaliation Policy set forth below.

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. 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.
2. 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.
3. 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.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation 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.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION 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.
6. Contractor agrees 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.
7. The Contractor agrees that this 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.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

✓
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

✓
(Check)

OFFEROR HEREBY CERTIFIES

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☒ **YES** ☐ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where
Nonresident Bidder's Principle Place of Business is located.

Maryland

(State)

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority
of the Equipment, Supplies and/or Materials were manufactured

Click or tap here to enter text.

(State)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS** _____
☐ **BRANCH OFFICE** *see below (Physical Address of Offeror's Headquarters or Branch Office)
(Check One)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☒ **Yes** *

☐ **No**

(Check One)

*Our branch office in Carrollton, TX employs residents of the City of Austin

2310 McDaniel Dr., Carrollton TX 75006

Benefit to the City. In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

SUBCONTRACTING UTILIZATION FORM

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|---|--|---------------|--------------------------|
| Company Name | Pure Technologies US Inc./dba Wachs Water Services | | |
| City Vendor ID Code | VS0000015669 | | |
| Physical Address | 8920 State Route 108 Suite D | | |
| City, State Zip | Columbia MD 21045 | | |
| Phone Number | 443-766-7873 | Email Address | ryan.mckeon@xyleminc.com |
| Is the Offeror City of Austin M/WBE certified? | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture | | |
| <p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE</p> | | | |

Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Ryan McKeon, Vice President



8-27-2020

Name and Title of Authorized Representative (Print or Type)

Signature/Date

SUBCONTRACTING UTILIZATION PLAN

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

(Offerors may duplicate this page to add additional Subcontractors as needed)

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| SMBR Contact Information | | | |
|--------------------------|--------------|--|--------------------|
| SMBR Contact Name | Contact Date | Means of Contact | Reason for Contact |
| | | <input type="checkbox"/> Phone OR <input type="checkbox"/> Email | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor_____
Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

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

Pursuant to the Living Wages provision (reference Section 3.6 Contract Terms and Condition) 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 \$15.00 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 \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|---------------|-------------------------------|--------------|------------------|----------------------|
| Lane Hughes | PTUS/dba Wachs Water Services | Prime | 50.00 | Project Manager |
| Kris Henley | PTUS/dba Wachs Water Services | Prime | 30.00 | Lead Leak Technician |
| Nick Pulido | PTUS/dba Wachs Water Services | Prime | 35.00 | Crew Chief |
| Eric Agular | PTUS/dba Wachs Water Services | Prime | 25.00 | Leak Technician |
| Trevor Heburn | PTUS/dba Wachs Water Services | Prime | 42.50 | Information Manager |
| | | | | |

- (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 \$15.00 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 \$15.00 per hour.

Contractor's Name: Pure Technologies US Inc./dba Wachs Water Services

Signature of Officer
or Authorized
Representative:



Date: 8-27-2020

Printed Name:

Ryan McKeon

Title

Vice President

0700 Reference SheetResponding Company Name Pure Technologies US Inc./dba Wachs Water Services

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name San Antonio Water System
Name and Title of Contact Alissa Lockett, Economic Buyer
Project Name Leak Detection Survey
Present Address 2800 US-281
City, State, Zip Code San Antonio, TX 78212
Telephone Number 210-233-4301 Fax Number n/a
Email Address alissa.lockett@saws.org
2. Company's Name City of Southlake, TX
Name and Title of Contact Kyle Flanagan, Water Supervisor
Project Name Asset Management Program Development and Implementation
Present Address 1400 Main Street #210
City, State, Zip Code Southlake, TX 76092
Telephone Number 817-748-8081 Fax Number n/a
Email Address kflanagan@ci.southlake.tx.us
3. Company's Name Austin Water Utility
Name and Title of Contact Steve Christensen, Engineering Associate
Project Name Leak Detection Survey
Present Address 625 E 10th Street
City, State, Zip Code Austin, TX 78701
Telephone Number 512-972-1184 Fax Number n/a
Email Address steve.christensen@ci.austin.tx.us



Solicitation COVER SHEET

Solicitation No.
IFB 2200 JOG1011

IDENTIFICATION

| | |
|-------------------|--|
| Number | IFB 2200 JOG1011 |
| Title | Leak Detection Services |
| Summary | The City of Austin ("City") seeks Contractor qualified to provide leak detection services on approximately 500 linear miles of the City's water distribution system per year. Contractor shall provide all materials, equipment, transportation and sufficient staff for services. |
| Type | Invitation for Bid (IFB) |
| Version (Addenda) | 0 |

AUTHORIZED CONTACT PERSONS

| | |
|-------------------------|--|
| Primary | Jo Gutierrez, Procurement Specialist III; (512) 974-2827; jo.gutierrez@austintexas.gov |
| Secondary | NA |
| Subcontractor Questions | Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov |
| Notes | See Solicitation Instructions, 3.1 Authorized Contact Persons. |

IMPORTANT DATES

OFFERS DUE

| | |
|---------------|--|
| Date and Time | September 1, 2020 prior to 2:00 PM CST |
| Notes | See Solicitation Instructions, 5 Offer Submission. |

BID OPENING

| | |
|---------------|--|
| Date and Time | September 1, 2020 prior to 3:00 PM CST |
| Notes | See Solicitation Instructions, 5 Offer Submission. |

QUESTIONS DUE

| | |
|-------------------|---|
| Date and Time | August 25, 2020 prior to 5:00 PM CST |
| Submission Method | Email Only |
| Notes | See Solicitation Instructions, 3.2 Questions. |

PRE-OFFER CONFERENCE

| | |
|---------------------|--|
| Conference (Yes/No) | Yes |
| Mandatory (Yes/No) | No |
| Date and Time | August 18, 2020 at 1:00 PM (CDT) |
| Location | Due to the current Pandemic circumstances, the City will not be holding an On-Site Pre-Bid Conference. Instead, the City will conduct the Pre-Bid Conference via Live TEAMs Meeting Teleconference Number: 1-512-831-7858, Conference ID: 115 102 556# |
| Notes | N/A |

PUBLISHED

| | |
|--------------------|---|
| Date | August 10, 2020 |
| Available Online | https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm |
| Available Hardcopy | Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701 |

SOLICITATION DOCUMENTS

| Document name | Pages | Date |
|---|-------|------------|
| <u>Solicitation Packet – IFB 2200 JOG1011</u> Includes the following: | | |
| <u>Solicitation Cover Sheet</u> | 2 | 08/10/2020 |
| <u>Solicitation Instructions</u> | 8 | 08/10/2020 |
| <u>Terms and Conditions</u> | 19 | 08/10/2020 |
| <u>Scope of Work</u> | 7 | 08/10/2020 |
| <u>Bid Sheet – IFB 2200 JOG1011</u> – Complete and return | 1 | 08/10/2020 |
| <u>Offer and Certifications – IFB 2200 JOG1011</u> – Complete and return | 19 | 08/10/2020 |

NIGP CODES**COMMODITY CODES**

| Code | Description |
|-------|---|
| 96250 | Leak Detection Services: Gas, Water, Chemical |



Solicitation INSTRUCTIONS

Solicitation No.
IFB 2200 JOG1011

1 INVITATION FOR BIDS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Bids to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Invitation for Bids ("IFB" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this IFB is the Competitive Sealed Bidding process. This process is procedurally compliant with the competitive bidding processes prescribed by Texas Local Government Code Ch. 252, Ch. 271, as well as Government Code Ch. 2269.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-Offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer and an Offer and Certifications submittal.
- 4.2 Offer Acceptance Period.** All Offers are valid for a period of one hundred and fifty (150) calendar days subsequent to the IFB closing date.
- 4.3 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Prices and Pricing

Submittal, which shall not be kept confidential, Offerors seeking to keep any other portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Bid contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

- 4.5 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror 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 Subcontractor Utilization Plan as approved by the City (the "Plan").
- 4.7 Living Wages.** 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 \$15.00 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.
- 4.8 Materials Specifications/Descriptive Literature.**
- 4.8.1** If a Solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- 4.8.2** Material specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- 4.8.3** The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- 4.8.4** Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
- 4.9 Pricing Requirements – Non-Specified Items.**
- 4.9.1** The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Non-Specified Parts Section.
- 4.9.2** Offeror shall bid a percentage markup to their cost.
- 4.9.2.1** The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.
- 4.9.2.2** The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line shall be priced by taking the stated list price and applying that percentage discount or markup.
- 4.10 Published Price Lists.**
- 4.10.1** Offerors may quote using published price lists in the following ways:
- 4.10.1.1** Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.

- 4.10.1.2** Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- 4.10.2** Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- 4.10.3** The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- 4.10.4** The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- 4.10.5** Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

- 5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
- 5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.
- 5.1.3 Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.
- 5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.
- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

| Deliveries by US Mail | Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries |
|---|---|
| City of Austin Purchasing Office Response to Solicitation IFB 2200 JOG1011 P.O. Box 1088 Austin, Texas 78767-8845 | City of Austin, Municipal Building Purchasing Office Response to Solicitation: IFB 2200 JOG1011 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500 |

5.2.1 Due Date and Time for Hardcopy Offers. Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.

5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.

5.2.3 Late Hardcopy Offers. All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.

5.2.4 Opening Hardcopy Offers. The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

5.3 Special procedures due to 2020 COVID-19 Pandemic.

5.3.1 Confirmation of Submittals – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.

5.3.2 Withdrawing Hardcopy Offers – Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov

5.3.3 Solicitation Openings - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

6.1 Basis of Competition. The City may compare bids based on the prices for individual line items, the prices for categories of line items or the aggregate price bid. The City will choose the basis of competition that best meets the City's needs for the resulting contracts.

- 6.2 Price Evaluation.** Once the City determines the basis of competition, the City will sort the bids from low to high price.
- 6.3 Responsiveness Evaluation.** Once the low bid is identified, the City will evaluate the bid for responsiveness with all Solicitation requirements. A bid is responsive if it complies with all Solicitation Instructions, scope and specifications. If a bid is found to be nonresponsive, the City will set it aside and proceed with evaluating the next lowest bid for responsiveness.
- 6.4 Responsibility Evaluation.** Once the low responsive bid is identified, the City will evaluate the Offeror submitting the low responsive bid for their responsibility. An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. If an Offeror is found to be non-responsible, the City will set their bid aside and proceed with evaluating the responsibility of the Offeror submitting the next low and responsive bid.
- 6.5 Minor Informalities.** In conducting evaluations, the City may waive as an informality, any minor deviations in the Solicitation's contents or in the Offers received, in procedure or in specifications, provided such deviations do not affect the Solicitation's competition.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** The City will award the contract to the responsible Offeror submitting the low responsive bid. If the City receives a Bid from an offeror who has Local Business Presence and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor. Local Business Presence is determined per the form in the Offer and Certifications Section of the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the responsible Offerors submitting the next lowest responsive bids.
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the publication of the City's recommendation of award. The recommendation of award will be posted in Austin Finance Online.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others).

- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Bid Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days before the opening of Bids. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Bids. Any protest regarding the evaluation of Bids by the City shall be filed with the City no later than five (5) days after the opening of Bids, or notification that the protestor's status as a Offeror has changed, such as notification that a Bid has been rejected. Any protest filed after such date which raises issues regarding the evaluation will not be considered.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 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/File/>

9 DEFINITIONS

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.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Bid" means a complete, properly signed Offer submitted in response to this Solicitation, which if accepted, would bind the Offeror to perform the resultant Contract.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Competitive Sealed Bidding" means the competitive process described within an Invitation for Bids, wherein the City invites Offerors to submit bids to supply the City with the Goods and/or Service describes in the Solicitation document, where the City will award the resulting contract to the responsible Offeror submitting the low responsive bid.

"Invitation for Bids (IFB)" means a complete packet of documents describing the City's competitive sealed bidding process, including but not limited to Solicitation instructions, Standard and Special contract terms and conditions, and the submittals necessary for Offerors to respond to the Solicitation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, an Invitation for Bids.

"Offeror" means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

"Price and Pricing Submittal" means a document, submitted by an Offeror in response to this Solicitation, containing unit and extended Bid prices for one or more of the Goods and/or Services identified by in the Prices and Pricing Submittal document.

"Purchasing Office" refers to the Purchasing Office in the Financial Services Department of the City.

"Purchasing Officer" means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

"Responsible Offeror" means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

"Responsive" means meeting all the requirements of a Solicitation.

"Solicitation" means this Invitation for Bids or IFB.

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The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1. GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

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1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the

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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.

1.6 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.

1.7 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, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three 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.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 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. If no

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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.

1.10 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.

1.11 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 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.

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1.15 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.

1.16 DELAYS:

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;

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- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.
- B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***
- C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. 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 assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use,

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disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information 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 in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are 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.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract 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.

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- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
- i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 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.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 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.

1.25 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.

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1.26 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.

1.27 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.

1.28 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure 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.

1.29 WAIVER:

The 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.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 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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1.32 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 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 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 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 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 consider 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 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

1.33 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, 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.

1.34 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.

1.35 HOLIDAYS:

The following holidays are observed by the City:

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

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

1.36 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.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, 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 of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded

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from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 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. **Non-Retaliation:** 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.
- C. **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.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a "company", then the Contractor verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion

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that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) calendar 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 (25) percent 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 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.
 - a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete.

| |
|--|
| Weight % or \$ of Base Price: 100% |
| Database Name: Bureau of Labor Statistics Data |
| Series ID: CIU20200000000000I |

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| | |
|---|--|
| <input checked="checked" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: All | |
| Description of Series ID: Wages and salaries for Private industry workers in All industries and occupations | |
| 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.

1.43 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- 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

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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 authorized to do business in the State of Texas and have an A.M. Best rating 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 B., Specific Insurance Requirements, 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 exposure, 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 greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.
- 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;

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- b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$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. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day's 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:** 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. 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. If 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.

2. SERVICES

2.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

2.2 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.

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- 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. Illegally use or possess a firearm, 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 illegally 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.

2.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to 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 following 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 the services warranty 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 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.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

2.4 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 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 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.

2.5 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

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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.

2.6 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 \$15.00 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 \$15.00 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.
- 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 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.

2.7 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 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 20 days after receipt of the Contractor's submittal.

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- 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 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.
- 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.

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1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide leak detection services. The services will be for approximately five hundred (500) linear miles of the City's water distribution system per year. The Contractor shall provide all materials, equipment, transportation, and labor to fulfill the requirement of this scope of work.

This contract will be used by the Austin Water Utility (AW). The City reserves the right to add or remove departments, locations, services, or adjust frequency as deemed necessary throughout the contract term.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal leak detection services practice shall be considered a requirement although not directly specified or called for in the scope of work.

2. TERM OF CONTRACT:

The term of the contract shall commence upon execution and remain in effect for an initial term of twenty-four (24) months. The contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

3. DELIVERY REQUIREMENTS:

The Contractor shall perform leak detection surveying service at locations and during normal business hours Monday – Friday 6:00 a.m. to 5:00 p.m. as coordinated with the Contract Manager or designee.

4. INVOICE AND PAYMENT ADDRESS:

The Invoices shall be e-mailed and mailed by the 5th day of each month to the address below:

| | |
|-----------------------|--|
| | City of Austin |
| Department: | Austin Water |
| Attn: | Steve Christensen |
| Address: | 3907 South Industrial Drive |
| City, State Zip Code: | Austin, Texas 78744 |
| Email: | Steve.Christensen@austintexas.gov |

4.1 The Invoices shall include the following:

- Invoice shall be a pre-printed form with Company (Contractor) Name.
- Invoice shall have printed the Contractor address, phone number and e-mail.
- Handwritten invoices will not be accepted.
- Invoice shall have a unique number.
- Invoice shall have the City's contract and DO numbers listed on the invoice.
- Date(s) survey performed.
- Area or location of survey being invoiced.
- Quantity of miles for area being invoiced.

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5. DESIGNATION OF KEY PERSONNEL:

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. If it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual(s) having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain written approval for the replacement. Such approval shall not be unreasonably withheld.

| | Name | Phone Number | Email Address |
|------------------------|-------------------|--------------|--|
| Contract Manager | Andres Ramirez | 512-972-0310 | Andres.Ramirez@austintexas.gov |
| Contractual Monitor | Georgia Billela | 512-972-0096 | Georgia.Billela@austintexas.gov |
| Operational Monitor | Steve Christensen | 512-972-1184 | Steve.Christensen@austintexas.gov |
| Procurement Specialist | Jo Gutierrez | 512-974-2827 | Jo.Gutierrez@austintexas.gov |

6. SINGLE POINT OF CONTACT:

The Contractor shall:

- 6.1. Designate a Single Point of Contact (SPOC) who shall be available or at the worksite during all hours worked by the Contractor's employees.
- 6.2. The SPOC shall be fluent in the English language and shall be able to communicate effectively with the Contract Manager or designee.
- 6.3. The SPOC shall have the authority to dispatch the Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
- 6.4. The SPOC shall inspect, monitor, and supervise the Contractor's employees; ensuring adherence to the work schedule, safety requirements, and quality of work.
- 6.5. Provide written notice of replacement SPOC within one business days after replacement to the Contract Manager or designee.
- 6.6. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this Scope of Work and shall have the same authority as the SPOC.

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7. APPLICAL SPECIFICATIONS:

The Contractor shall:

- 7.1. Comply with any and all Federal, State, County, Local and Municipal Statutes, laws, regulation and ordinances pertaining to environmental protection and conduct operations to avoid water, air and noise pollution.
- 7.2. Comply with City of Austin traffic control requirements:
<https://austintexas.gov/rowman>
- 7.3. Texas Commission on Environmental Quality (TCEQ): <https://www.tceq.texas.gov/>
- 7.4. Occupational Safety and Health Administration (OSHA) safety requirements:
<https://www.osha.gov/>
- 7.5. City of Austin Ordinances and regulations:
https://library.municode.com/tx/austin/codes/code_of_ordinances
- 7.6. The Contractors work and clean up shall comply with all applicable regulations and laws concerning the preservation of natural resources.

8. CONTRACTOR REQUIREMENTS:

8.1. Contractor's Qualifications

- 8.1.1. The Contractor shall have a minimum of three (3) consecutive years of experience within the last five (5) years working in the water industry conducting leak detection services. The Contractor shall list proof of experience on the 0700 Reference sheet or in the form of resumes, references and/or letters of reference which clearly demonstrate and verifies the Contractor's eligibility
- 8.1.2. The Contractor shall **submit with bid** proof of experience of five (5) leak detection reports of work performed within the past twenty-four (24) months for other municipalities' water distribution systems.
- 8.1.3. The Contractor shall ensure all field personnel assigned to this contract have not less than three (3) years of experience working in the water industry conducting leak detection services. The Contractor shall **submit with bid** the list of field personnel and their applicable experience.
- 8.1.4. The Contractor shall ensure at least one member of the leak detection crew assigned to this contract has completed the TCEQ certified "Valve and Hydrant Maintenance" course within the last three years. The Contractor shall **submit a with bid** a copy of the certification of all assigned staff that meets this requirement at the Kick-off meeting and prior to start of the services.

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8.1.5. The Contractor shall use the latest technology of electronic leak detection survey equipment and Global Positioning System (GPS) with sub-meter accuracy. The Contractor shall **submit with bid** list of electronic acoustic and correlating equipment to be used in fulfillment of this contract, along with data/specification sheets on this equipment.

8.1.5.1. The City reserves the right to inspect all equipment used to perform this contract. The equipment determined to be inoperable or unacceptable after award and during the contract period, shall be replaced immediately (within the specified daily work hours of the same day), at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination of the contract.

8.2. Contractor's Responsibilities:

8.2.1. The Contractor shall conduct a leak survey of water system areas selected by Contract Manager or designee to detect, pinpoint, and quantify leaks. The pipe materials in survey areas could be but are not limited to:

- Ductile or Cast Iron
- Polyvinyl Chloride
- Asbestos Concrete
- Concrete Steel Cylinder

8.2.2. The Contractor inspections shall include a visual inspection and with the latest technology of electronic acoustic leak surveyor equipment.

8.2.3. The Contractor shall inspect each water asset in survey area selected by Contract Manager or designee that is to grade and exposed including water service connections inside the meter box, fire hydrants, air release valves, and distribution valves.

8.2.4. The Contractor shall call AW Dispatch at (512) 972-1000 to report any located leaks that are visible.

8.2.5. The Contractor shall mark all leaks located with white paint to indicate the leak location.

8.2.5.1. The Contractor shall notify the Contract Manager or designee of all leak(s) identified or detected in or at a fire hydrant.

8.2.5.2. The Contractor shall notify the Contract Manager or designee of all leak(s) are identified or detected on property owner's side of the water meter.

8.2.6. The Contractor shall notify the Contract Manager or designee of all valves with missing lids.

8.2.7. The Contractor shall replace valve lids as requested by the Contract Manager or designee.

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- 8.2.8. The Contractor shall maintain leak detection accuracy for leak detection surveying service of not more than three (3) false leak reads within a three-month time. More than three (3) false leak reads within a three-month time may result in termination of contract.
- 8.2.9. The Contractor shall ensure the protection of all persons, walkways, driveways, vehicles, and all other public and private property.
- 8.2.10. The Contractor response time to AWU Project/Contract Manager or designated AWU staff calls shall be thirty (30) minutes or less. Failure to meet the response requirement two (2) times within a twelve (12) month period may result in termination of the contract.

8.3. Contractor's Labor and Personnel

- 8.3.1. 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. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 8.3.2. The Contractor shall follow all OSHA safety requirements. Proof of compliance with applicable standards, regulations and laws shall be supplied to the City within one (1) week of request, or at a time mutually agreed to between the Contractor and the Contract Manager or designee.
- 8.3.3. All Contractor personnel assigned to provide services under the contract shall wear a uniform, necessary safety equipment, and company issued identification. The 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.
- 8.3.4. The Contractor vehicle(s) used while performing leak detection surveying services shall display company name and phone number. The vehicle shall also display a sign stating, "Under Contract with the City of Austin".
- 8.3.5. The Contractor shall designate a crew leader in charge of work crew, work performance, and who shall be at the work site during all hours worked by the Contractor's personnel.
- 8.3.6. The Contractor shall designate a responsible representative who shall conduct scheduled and unscheduled inspections of leak detection survey area(s).
- 8.3.7. The personnel performing under this Contract shall be direct employees of the Contractor.
- 8.3.8. The Contractor shall provide cell, office, and after-hours phone numbers for designated responsible representative for the leak detection survey crew(s).

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- 8.3.9. The City has the right to (a) require the Contractor to dismiss from any site covered under this contract any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the City and (b) refuse dismissed employees to be re-employed by the Contractor to fulfill the requirements of this contract.
- 8.3.10. Leak detection technician conducting lead detection services shall have five years' experience. Additional crew members not conducting leak detection services are not required to meet the five-year experience requirement.

8.4. Contractor Reports and Records

The Contractor shall:

- 8.4.1. Provide a schedule for all leak detection surveying service upon receipt of service areas by email or hard copy delivered to Contract Manager or designee.
- 8.4.1.1. The Schedule shall indicate date(s) when the contractor shall accomplish leak detection surveying service, scheduled worker(s) for leak detection surveying service and crew lead or individual assigned as person in charge for that day.
- 8.4.1.2. The Contractor shall coordinate schedule with Contract Manager or designee. The Schedule shall be flexible to meet the City project and system needs.
- 8.4.2. Email a leak location report to AW Dispatch staff and Contract Manager or designee on a weekly basis. The report format shall be provided in a Microsoft Office readable file, and include:
- leak location
 - AW asset number
 - Type of leak
 - Visible or not
- 8.4.3. Email a detailed discrepancies report to the Contract Manager or designee on a weekly basis. The detailed discrepancies report shall document any issues or discrepancies found including assets that are leaking, unable to be located, paved over, and missing lids. The report format shall be provided in a Microsoft Office readable file.

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- 8.4.4. Provide the Contract Manager or designee an annual report providing a summary of all results found. The report results shall include:
- The location and description of leaks identified
 - Estimated water loss of leaks by size
 - Detailed description
 - Dates of leaks located
 - List of fire hydrants in need of repair
 - Map showing area surveyed
- 8.4.5. The Contractor shall maintain a web-based GIS project tracking tool that accessible to the City. The following information for assets that have been inspected and/or listened to shall be uploaded to the GIS site within one week of inspection:
- Asset ID
 - Date and time of inspection
 - Inspection results
 - Leak/no leak
 - Estimated leak size
 - Type of leak
 - Leak visible/not visible
 - Not located
 - Missing
 - Paved over

9. THE CITY'S RESPONSIBILITIES

The City will:

- 9.1. Provide access to AW Geographic Information System (GIS) data required for the project.
- 9.2. Provide limits of areas to be surveyed.
- 9.3. Conduct inspections of leak detection surveying areas to ensure contract performance compliance.
- 9.4. Provide a Contract Manager and designee and will provide updated if any changes of personnel occur during the term of this contract.
- 9.5. Coordinate a kickoff meeting with the Contractor to go over contract details and specifics of reporting and record keeping requirements.

ATTACHMENT A
Resumes and TCEQ Certifications

City of Austin
ITB 2200 JOG1011
Leak Detection Services

Lane Hughes, Project Manager

Professional Summary

Lane Hughes is a Project Manager for Wachs Water Service with over 21 years of 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 several 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.

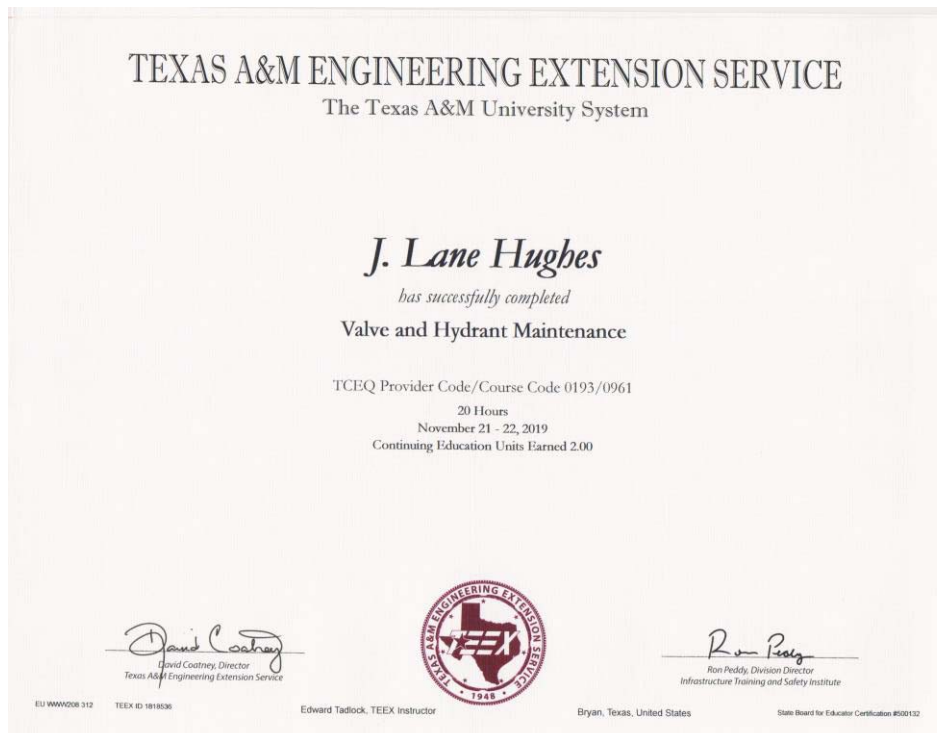
Project List

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
City of Plano, TX – Hydrant Inspection, Maintenance and Flow Test Program

Certifications/Registrations

TCEQ Valve and Hydrant Maintenance 20-Hour Certification
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



Kristopher Henley, Leak Detection Technician

Professional Summary

Kristopher Henley is a Leak Detection Technician for Wachs Water Services with over 15 years of professional experience in the water industry, specifically in leak detection. Mr. Henley has extensive experience in the execution of leak detection programs for Wachs Water Services

Experience

Prior to working for Wachs Water Services, Mr. Henley performed leak detection services for both Samco and ADS. Mr. Henley is an expert at the use of leak detection survey equipment and electronic correlating equipment. His conceptual skills, coupled with leak detection training and field experience provide for the skills, knowledge and expertise to evaluate and pinpoint leaking assets, documents findings and make recommendations for rehabilitation. Mr. Henley has strong strategic leak detection planning, execution and training skills and has personally performed leak detection on over 13,000 miles of main.

Project List

Temple, TX – Leak Detection Program
San Antonio, TX (SAWS) - Leak Detection Program
Austin, TX – Leak Detection Program (3 years)
Ft. Carson, CO – Leak Detection Program
Austin, TX – Hydrant Assessment Program
San Antonio, TX (SAWS) – Valve Assessment Program
Camrosa, CA – Asset Management Program
Corona, CA – Asset Management Program
Truckee Donner, CA – Leak Detection Survey

Certifications/Registrations

TCEQ Valve and Hydrant Maintenance 20-Hour Certification
OSHA 10-Hour
Field Operations Classroom Trained
Wachs Certified Operator, Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained
Flagger Certification
Hydrant Flushing/ Flow Trained (AWWA M17, NFPA 291)
Wachs Water Audit / Leak Detection Certified Technician



Nick Pulido, Crew Chief

Professional Summary

Nicholas Pulido is a Crew Chief for Wachs Water Services with over 15 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

TCEQ Valve and Hydrant Maintenance 20-Hour
OSHA 10-Hour 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



Eric Aguilar, Field Technician

Professional Summary

Eric Aguilar is a Field Technician for Wachs Water Services with over six (6) years of professional experience in maintenance and repair of the public utility water distribution systems. Mr. Aguilar has a variety of expertise in mechanical maintenance problem solving. Mr. Aguilar has experience in the execution of acoustic leak detection surveying and pinpointing projects as well as executing programs for water valve operating and fire hydrant testing and maintenance.

Experience

- Locating water leaks on mains, and service lines. Pinpointing underground leaks. Repairs or assists in repairing water leaks
- Operating and maintaining water valves
- Testing and maintaining fire hydrants
- Gauging pressures and flow control

Project List

Austin TX – Leak detection survey
San Antonio TX - Leak detection program
Plano TX - Fire hydrant testing and maintenance
New Braunfels TX - Fire hydrant testing and maintenance
Corona CA – Asset Management Program; Leak Detection Survey
Camrosa CA – Asset Management Program; Leak Detection Survey
Galveston TX – Leak Detection Survey

Certifications/Registrations

TCEQ 20-Hour Valve and Hydrant Maintenance
OSHA 10-Hour
Confined Space Entry Certification
CPR/First Aid Certification
Field Operations Classroom Trained
Wachs Certified Operator, Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
Flagger Certification
Hydrant Flushing/ Flow Trained (AWWA M17, NFPA 291)
Wachs Water Audit / Leak Detection Certified Technician



Professional Summary

Trevor Heburn is a GIS Manager for Wachs Water Services. He has 14 years of practical experience with GIS. Trevor has extensive experience analyzing, working with, and improving municipal GIS. He has used his knowledge of GIS on a wide range of projects including the mapping of water distribution and land change analyses.

Education

B.A. Geography, Geography, Clark University, Worcester, MA

M.A. Geography, GIS for Development and Environment, Clark University, Worcester, MA

Experience

GIS Experience

Trevor manages all analysts and information for Wachs projects. He has a long history of utilizing GIS to maximize efficiency in the field, recording and researching discrepancies, and concisely report findings. He has a great deal of training in geographic information systems and leverages his training to provide high quality data and analyses when required and ensures all analysts uphold a high standard of work. He stays involved with updates and new products to ensure the highest quality information can be provided.

Systems Integration Experience and Process Development

Trevor has considerable knowledge and expertise dealing with and utilizing large databases. He uses Microsoft Office Suite and ArcGIS to streamline existing processes and create new ones. He is an expert at developing data management processes and using their implementation to increase efficiency. Trevor focuses on both consistent and detail oriented data management, allowing for development of new methods while maintaining the quality of existing procedures.

GPS Experience

Trevor has a great deal of experience with GPS, routinely updating, testing, and troubleshooting devices. He is an expert at ensuring GPS is processed according to the specific needs of each project. Trevor is experienced using GPS as a tool to enhance the GIS systems he works with and to develop advanced quality control procedures.

Water Distribution Systems Experience

Trevor has a great deal of knowledge regarding water systems, having experience working for municipalities directly as well as for Wachs. He manages the data for multiple valve and hydrant programs, and works closely with each municipality to ensure their needs are met. He has experience in the field, conducts site visits while crews are working, and has a great deal of knowledge regarding the inner workings of hydrants, valves, and water systems. He maintains good communication with field crews so issues are addressed as soon as possible.

Project List

Information Management for all Wachs projects
Management of Analysts for all Wachs projects
WSSC – Large/ARV Assessment Program
Quality Control Supervision

Training and Certifications

ESRI Trimble Certified Training for GPS Mapping for GIS with Terrasync & Pathfinder Office

GIS/GPS and Mapping Software: ArcGIS 10.x, ArcGIS Pro, PowerBI, Arcview 3.x, ArcGIS Server, ArcSDE, AutoCAD Map, Arc Info, ArcPad, ERDAS Imagine, IDRISI, Quantum GIS, SQL Developer, GDAL/OGR, Google Earth, PostGIS, PeopleGIS, (x)html, JavaScript, Python, Visual Basic, Pathfinder Office, Hansen, Trimble GeoXH units

Business Software: Microsoft Office Suite

References

WSSC
Howard County, MD

ATTACHMENT B

Description of Other Services or Products

Austin Water's proposed leak detection program represents a pro-active approach to identifying and mitigating 'real' water losses. In conjunction with such proposed leak detection services required under Solicitation No. IFB 2200 JOG1011, Wachs Water Services (WWS) is pleased to present the following value-added services that complement the proposed scope of work.

1. The external listening mics used for general leak sounding operations can be fitted with a probe rod or magnetic acoustic sensor for sounding on metallic surface of a pipeline appurtenance that is in contact with the fluid column. Such appurtenances include fire hydrants, air relief valves, in-line valves, customer meters, manways, flow meters, etc.

In accordance with Paragraph 8.2.3 in the Scope of Work, WWS will "inspect and report on the condition of each water asset including water service connections inside the meter box, fire hydrants, air release valves and distribution valves."

WWS is also experienced and has performed both fire hydrant assessment and maintenance, as well as valve assessment and repair, for the City of Austin. Incorporating such services with leak inspection sounding offers a significant efficiency and economy of scale that may be of benefit to the City of Austin.

Following is WWS's "book-rate" pricing for assessment and maintenance/repair of fire hydrants.

| Item No. | Service Description | Unit | Unit Fee | Notes |
|--|--|----------|----------|---------|
| Hydrant and Valve Assessment and Maintenance/Minor Repair | | | | |
| V-1 | Assessing fire hydrant isolation valves | EA | \$ 45 | 1, 2 |
| V-2 | Replace Operating Nut | EA | \$ 600 | |
| V-3 | Major Valve Repairs | EA | TBD | 6 |
| V-4 | Research Cannot Locates (CNL's) | Per Hour | \$ 375 | |
| H-1 | Perform Hydrant Assessment, Testing, Routine Maintenance | EA | \$ 135 | 1, 2, 3 |
| H-2 | Painting of Hydrant | EA | \$ 65 | 4 |
| H-3 | Water Sampling in conjunction with hydrant assessment | EA | \$ 125 | 7 |
| H-4 | Hydrant Repairs | EA | TBD | 8 |
| D-1 | Daily Rate for two-man crew with equipment and truck | Per Day | \$3,000 | 9 |

Additional Notes:

1. Survey grade GPS (Sub-Foot) available @ \$17.00 each.
2. Pricing based on conducting assessment of hydrants and/or valves in a contiguous area.
3. No mobilization or set-up charge is applicable.
4. Minimum one (1) day charge of \$3,000.
5. Does not include cost of new vault boxes or lids if required due to breakage, etc. New vault boxes or lids shall be furnished by the City of Austin.

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Description of Other Services or Products

6. Examples of major repairs include, but are not limited to, replacement of seals, repair of gear boxes, bull and pinion gear replacements, stem replacements, etc. Projected manhours to be submitted as part of the proposed Statement of Work.
7. Water sampling conducted in accordance with EPA Procedure 815-8-18-009.
8. Examples of hydrant repairs include, but are not limited to, stem and operating nut replacements, upper barrel replacements, chain, cap and nozzle replacements, etc.
9. Daily rate applies to miscellaneous services not considered part of a pre-defined contiguous area.
10. Pricing includes minor traffic control for a defined short duration.

A Performance Specification for the hydrant assessment and maintenance/repair is presented in Appendix A.

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Description of Other Services or Products

APPENDIX A: Performance Specifications for Valve and Hydrant Assessment and Maintenance/Repair

Valve Assessment and Repair

Summary

This specification addresses services to assess, repair and maintain pipeline control systems that include in-line valves, air relief and vacuum valves, blow-off valves, and other appurtenance or entry points requested by the City of Austin (“City”). WWS shall demonstrate proficiency and experience in performing the following tasks:

- To evaluate and improve asset usability (operability of valves) in a water delivery system and wastewater collection system through hands on field activities and minor repairs.
- To document, integrate and analyze location, operational and physical information of valves.
- To update the attributes data of existing assets and the existing GIS data set to conform to existing configurations and positions of assets throughout a system.
- To prioritize corrective maintenance for valves that require repairs to restore usability and accessibility.
- To create work orders, perform minor and major repairs of valves and valve boxes/vaults and to document closed orders.
- To implement and maintain a real-time web-based project management portal that documents the current status of all work completed, as well as planned assignments and current locations of all field crews.
- To implement an effective QA/QC program addressing captured data and task performance.
- To conduct external leak sounding and location correlating in conjunction with addressing asset usability and updating GIS data set.
- To design the synchronization to conduct an effective unidirectional flushing program and perform the unidirectional flushing.

The City will provide WWS with an electronic plot and/or drawing of the most current water delivery maps for the project area – showing all valves and hydrants. Information collected by WWS and other information provided by the City shall be regarded as CONFIDENTIAL and will not be shared without written permission from the City.

WWS will locate all critical control system assets including in-line valves, fire hydrant isolation valves, air relief valves, blow-off valves and fire hydrants using the following guidelines:

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Description of Other Services or Products

- WWS will search for all assets visually using the maps provided.
- WWS will search for water assets shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- If the asset cannot be located after searching for fifteen (15) minutes, it will be identified in the database as “CANNOT LOCATE (CNL)”, documented as a work order, a GPS location collected at the location where searched and otherwise treated as a standard assessment.

Each water delivery asset record will be identified by its corresponding identification number. In cases where Asset ID's are not available, WWS will create a temporary asset identification number that will be agreed upon by the City before field operations commence.

Prior to initiating any field work, WWS shall submit their QA/QC Plan and Safety Plan to ensure the collection of complete, accurate and precise data as required herein.

WWS will implement and maintain a web-based project management portal (“Project Tracker”) via a dashboard to selected personnel within the City that provides real time summary of work completed to date, open assignments and a geo-spatial display show the location of all field crews performing field work. The “Project Tracker” is typically available during field operations and also provided for a period of 30 days following completion of field tasks.

WWS will not be held responsible for possible valve or hydrant failures during operation, damage done to the water system during water main flushing (i.e. water leaks, discolored water, turbidity, etc.), or possible damage to the City's individual water customer unless unsatisfactory or neglectful operations by WWS are determined by the City.

The City may direct WWS to employ external “sounding” techniques to identify potential leaks in the water delivery system in conjunction with assessing the valves and hydrants. Should WWS identify any potential leaks, WWS will locate and mark each leak and initiate a Work Order with the City for repair of the leak.

In-place Repair of Valves

Approved minor repairs to be completed in the field in conjunction with the valve assessment include:

- Replacing operating nuts. WWS will replace operating nuts (hub) without shutting down the water system.

Major Valve Repairs

As requested, and approved by the City, WWS will complete major repairs based on the economic feasibility and probability of success. For example, removing a gear, grinding it, and reinstalling

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Description of Other Services or Products

it is a major repair when considering that the yoke assembly must be disassembled, the pinion gear removed, and the time involved to make the repair.

However, the cost is relatively low by comparison to other major repairs that require replacement of the part. Generally speaking, milling and grinding is significantly less expensive than manufacturing when none of the parts are commercially available off the shelf.

Major Valve Repairs may include, but not be limited to, Bull Gear and Pinion Gear Replacements; Gear Realignment & Engagement and/or Bonnet Bolt and Packing Gland Replacements

Assessment, Testing and Maintenance of Hydrants

Work Plan

WWS shall coordinate with the City daily to determine the hydrants to be assessed, the order they are to be assessed and procedures to be followed.

Traffic Control Plan(s)

WWS shall coordinate with the local agencies to develop detailed written traffic control plans to support all hydrant inspections and assessments.

Locate and Map the Hydrant

The WWS shall locate and map each hydrant location using GPS sub-meter (with option for sub-foot) accuracy, according to locational data and deliver in a database compatible with the City's existing data scheme.

The WWS is expected to clear obstructing plant growth (weeds, grass) from an area three (3) feet surrounding the base of the fire hydrant prior to operating.

The WWS will photograph the hydrant to document its existing condition.

Identify the Hydrant: Use the City identification number to identify the valve.

Fire Hydrant Testing and Exercising

The WWS will inspect each fire hydrant for appearance, accessibility, leakage and functionality following the AWWA M-17 manual, NFPA 291 and ISO requirements.

The WWS will mechanically test; pressure test and flow test each fire hydrant. The mechanical inspection shall include removing, greasing and replacing all caps, slowly opening and bleeding the air out of the fire hydrant, pressurizing the barrel at full system pressure and noting discrepancies.

The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure recorded. The flow test will be conducted by opening the cap, affixing a diffuser, slowly opening the fire hydrant to the fully open position observing velocity pressure (pitot pressure) and residual pressure on the same hydrant.

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Description of Other Services or Products

At this time the fire hydrant will be slowly closed, drainage of the fire hydrant will be observed, caps will be replaced, and the area will be fully restored. The specific operational testing information to be documented as noted in the documentation section.

Fire Hydrant Inspection Methods, Data and Documentation

WWS shall conduct fire hydrants inspections during the daytime. For each hydrant, the technician will fill out an inspection sheet listing the following information:

- a. Hydrant number on plan and hydrant
- b. Address closest to fire hydrant,
- c. Hydrant make, model and diameter
- d. Accessibility of fire hydrant
- e. Accessibility to operating nut on hydrant supply pipe valve
- f. Description of supply pipe valve operating condition
- g. Number and diameter of hose outlets
- h. Hose outlet and cap condition
- i. Hose outlet thread pitch
- j. Flange height from ground
- k. Condition of paint
- l. Distance between water level inside hydrant and ground level
- m. Hydrant depth, i.e. distance between boot and flanges
- n. Description of any interior damage for each part, for instance:
 - Defective retaining chains or cables
 - Defective operating sleeve
 - Cracked barrel
 - Defective bearing
 - Leaking gate-type disc
 - Twisted stem
- m. Description of operating condition for various mechanisms
- n. Draining system operating condition
- o. Verification of barrel and cap water tightness when hydrant valve is open
- p. Static and dynamic pressure readings, calculation of actual flow when dynamic pressure is 20 psi (138 KPa), taking into account the type of elbow installed (e.g. 45° and 90°) and outlet-related friction coefficient
- q. Water aesthetics
- r. Inspection date and time, and inspector's name
- s. Supply pipe visibility, position and distance from hydrant, and valve box material condition (once a year)

In addition, at the time of inspection, the technician will perform the following operations:

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Description of Other Services or Products

- Assess the hydrant isolation valve in accordance with the requirements set forth herein
- Lubricate hose outlets and caps
- Flush the fire hydrant and pipe section between hydrant and water main

Hydrant Restoration

The WWS will perform maintenance on the upper and interior mechanism on each hydrant, to include:

- Cleaning oxidized parts.
- Replacing o-rings, gaskets, packing and main valve gasket.
- Replacing defective parts.
- Lubricating parts with non-toxic grease.

Work Order Management

Work orders shall be created for all hydrants that need additional repair. A Work Order will be created for the repairs that are necessary to address hydrant deficiencies. Such Work Orders shall be created from information provided by the WWS. That information is to specifically note the deficiency and the repair activity required, and include:

- Hydrant ID number and Plat number
- Specific deficiencies (category and details)
- Specific repair activity

Unidirectional Flushing of Hydrants

Upon request by the City, WWS shall develop, plan and execute a program to unidirectional flush the water delivery system and create a deliverable database in a suitable format that is compatible with the City's current GIS/Database system platform.

Upon authorization by the City, WWS shall:

- Develop a written sequencing plan for flushing hydrants in an area defined by the City. The sequencing plan will be reviewed and approved by the City before the WWS proceeds with work.
- Inspect fire hydrants for appearance, accessibility, leakage and functionality following the AWWA M-17 manual, NFPA 291 and ISO requirements.
- Inspect required main line valves and isolation valves for, accessibility, and functionality to ensure its ability to operate and fully "close" upon demand in accordance with the AWWA M-44 manual **PRIOR** to initiating flushing of hydrants.
- Before starting field work, a Standard Operating Procedure of action sequencing for the flushing activity shall be set. Contingencies like mitigation of reduced fire flows in critical areas (i.e. medical facilities, schools, etc.) must be included.

ATTACHMENT B

Description of Other Services or Products

- Upon request, WWS will assist the City to develop a letter which briefly explains the Unidirectional Water Main Flushing program.
- Upon request, WWS will develop a press release to explain the Unidirectional Water Main Flushing program and affected areas. The City will send the press releases to local newspapers, local radio stations and television outlets. This type of customer notification greatly reduces the number of customer complaints about potential dirty water.
- Upon request, WWS will develop a door hanger suitable to and for the City approval. WWS will distribute to the affected property owners daily by 5:00 PM the day before the actual work will take place in specific area.
- To increase the water main velocity without opening additional hydrants (to conserve water), specific valves will be closed prior to flushing. These valves will be recorded to ensure that all valves are re-opened at the end of each flushing period. A Standard Operating Procedure for valve operations will be included with the plan.
- WWS will use accurate pressure gauges to determine that the required velocities are achieved during the flushing process. WWS shall provide recently dated proof that the pressure gauges used have been calibrated. WWS's field crew will meet daily or as agreed, with the City personnel to go over areas of the Unidirectional Flushing program for the prior workday and plan current day areas to survey.
- WWS will document and note needed corrections on the City's GIS data base and present at the monthly update meetings.
- At the end of each flushing period, or as requested by the City, a written list of broken or inoperable fire hydrants and/or valves will be given to the City. Critical fire hydrants/valves that may be subject to breakage will be discussed as far as operation PRIOR to exercising to prevent loss of fire protection.
- The WWS will submit a Unidirectional Flushing Log with the final report including:
 1. Areas where work was performed
 2. Type of problems observed
 3. Location of problems discovered
 4. Mapping errors on the water atlas

| Item No. | Service Description | Unit | Unit Fee | Notes |
|--|--|------|----------|-------|
| Retail Pricing for Uni-Directional Flushing | | | | |
| UDF-1 | Sequencing Plan | MH | \$ 120 | |
| UDF-2 | Field Uni-Directional Flushing Application (per hydrant) | EA | \$ 240 | |

ATTACHMENT B

Description of Other Services or Products

Deliverables

WWS will provide applicable valve data in a spatially accurate format compliant with the City's existing data structure. The database shall contain the information agreed with the City and at a minimum the attribute data presented herein.

Before field operations commence, a meeting to be attended by WWS and the City will be held to reach alignment on specific data schemes to be employed. It is at this juncture that WWS and the City will finalize agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City staff.

Periodic Update Meetings

Periodic updates are to be provided for those assets recently inspected. The assessment of valves is to detail physical and operational condition as initially found and as left, GIS location to grade sub-meter (with option for sub-foot) accuracy, the structure around each asset, accuracy of the City's database, and the depth of the valve operating nut and/or hand wheel from ground surface. The condition of valve boxes, vaults and related surface areas shall be detailed.

WWS will conduct periodic meetings to review the progress of the work and present plans for the next month's activities. At a minimum, the following deliverable reports will be presented at the monthly update meetings with the City:

- Valve Operability – a detailed summary of operability before and after asset inspection and exercising was performed. Accompanying this report will be a map record of inoperable and / or broken valves.
- Frozen Valve – a detailed summary accompanied by a map depicting frozen valves. WWS will recommend threshold size, torque and turn discrepancies constituting the frozen valve = "YES" attribute.
- Opened Work Orders – a detailed summary of work orders opened in the City's asset management system that could not be completed during the initial pass of inspection and repair by the field crew. This report will be accompanied by a map document showing location detail
- Wrong Position Valves – detailed map document showing where valves were:
 - Found Closed Left Closed
 - Found Closed Left Open
- Hydrant Flow Allocation – A detailed map document allocating hydrant flow in gallons per minute (GPM) to a predefined unit of space (this unit of space to be recommended as part of the response to this solicitation).

ATTACHMENT B

Description of Other Services or Products

- Validated database compliant with ESRI ArcGIS

Summarize and Prioritize Required Repairs

WWS will summarize and prioritize the required maintenance and repairs by the level of urgency.

1. Hydrants and Valves requiring immediate restoration.
2. Hydrants and Valves requiring urgent restoration.
3. Hydrants and Valves requiring urgent restoration and/or replacement.
4. Hydrants and Valves without deficiencies pertinent to operation.
5. Conditions related to the surroundings of the hydrants and valves.
6. Valves or valve housing related conditions.
7. Network related conditions.
8. Hydrants and Valves restored within the last 36 months.

GIS QA/QC Plan

Proposals shall include a detailed QA/QC plan identifying quality checkpoints throughout the program lifecycle. At a minimum, proposals shall describe methods for developing required horizontal accuracy and accurate attribute data.

Scheduling

WWS will propose an overall schedule of work to be approved by the City. the City shall approve the work schedule before allowing WWS to proceed. WWS's schedule will be updated monthly at the monthly update meeting.

Safety & Traffic Control

WWS is responsible for the safety of their personnel and traffic control services. The recommendations of the City are to be followed when working in various types of streets. WWS will abide by all OSHA safety regulations in the fulfillment of this scope of services. WWS shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of the contract. As a requirement to perform this scope of work safely each truck crew will have a minimum of two workers. All work vehicles will be equipped with amber warning lights, strobe lights, safety cones, barriers, directional arrow board lights, communications equipment and will clearly identify the service provider. As required, WWS shall file for and perform work as may be required by the City's Street Department permit. Payment for all safety and traffic control services will be included as a contract unit price.

Cannot Locates (CNL's)

If requested by the City, Cannot Locate (CNL) work orders will be addressed by WWS by researching legacy data or other documents made available by the City. Additionally, WWS may perform additional field investigations in order to locate valve with the legacy data. These services will be billed on a time basis (hourly additional services rate).

ATTACHMENT B

Description of Other Services or Products

Leak Sounding Survey of Valves and Hydrants

WWS will conduct leak “sounding” on each valve and hydrant asset utilizing specialized sonic audio leak listening equipment and document any detected leak sounds by way of a three-tier system (strong, possible or none), as agreed with the City. If requested by the City, WWS shall have the ability to confirm and mark leak locations using correlator technology.

Limitations with Assessing and Maintaining Critical Control Systems

The City understands that if an asset (i.e. valve or hydrant, etc.) cannot be located after searching for fifteen (15) minutes, it will be identified in the database as “CANNOT LOCATE (CNL)” with a GPS location collected at the location where searched and otherwise treated as a standard assessment, and documented as a work order. WWS may be requested by the City to conduct further evaluation and confirmation of any CNL assets based on an hourly rate that is mutually agreeable.

Logistical Support Requirements

WWS shall be able to furnish traffic control, including traffic control plans and obtaining appropriate permits upon request by the City.

ATTACHMENT C
Leak Detection Reports

City of Austin
IT 2200 JOG1011
Leak Detection Services

The sample leak detection reports we've provided represent five (5) municipalities where we've performed work within the last 24 months that demonstrate our experience working in water distribution systems.

Attached are reports for the following municipalities:

Athens, GA

Eugene, OR

Park City, UT

San Antonio, TX

Truckee Donner, CA

The individual reports illustrated are just a sampling from the project as the file size to upload was restricted. Complete copies of these reports are available upon the City's request.

LEAK REPORT

| | | | |
|---|---------------------------------|----------------------------|--|
| ADDRESS 0 STREET Jennings Mill Pkwy CROSS STREET NONE | PROJECT ATHENS GA | FACILITYID NONE | REPORT No. WW5-000061 |
| | REGION N/A | | COORDINATES 33.93089889,-83.46472107 |
| | DATE/ TIME 08-10-2020 | CLASSIFICATION 1 | STATUS ACTIVE |

| | |
|--|--|
| LEAK TYPE METER LEAK - CUST GPM 0.1 VISUAL WATER YES | |
|--|--|

| | |
|---|--|
| PIPE SIZE .75 PIPE MATERIAL POLY DEPTH SURFACE COVER Dirt MANUFACTURER N/A | |
|---|--|

| | | |
|--|--|---------------------|
| ACOUSTIC YES CORRELATION NO TECHNICIAN KJ Williams | LOCATION NOTES Construction zone | MARKED NO |
| FIELD NOTES NONE | | |

LEAK REPORT

| | | | |
|--|---------------------------------|----------------------------|--|
| ADDRESS 1100 STREET Aiken Rd CROSS STREET NONE | PROJECT ATHENS GA | FACILITYID NONE | REPORT No. WWS-000065 |
| | REGION N/A | | COORDINATES 33.94145757,-83.54023064 |
| | DATE/ TIME 08-17-2020 | CLASSIFICATION 1 | STATUS ACTIVE |

LEAK TYPE
 METER LEAK

GPM
 0.2

VISUAL WATER
 YES

PIPE SIZE
 N/A

PIPE MATERIAL
 UNKNOWN

DEPTH

SURFACE COVER
 Dirt

MANUFACTURER
 N/A



ACOUSTIC
 YES

CORRELATION
 NO

TECHNICIAN
 KJ Williams

| | |
|--|---------------------|
| LOCATION NOTES NONE | MARKED NO |
| FIELD NOTES Leaking in meter box | |

October 25, 2019

Nathan Endicott, P.E.
Staff Engineer - Water Engineering Division
Eugene Water and Electric Board
420 Roosevelt Blvd. Eugene, OR 97402
541-685-7367 (m)

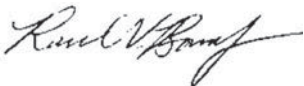
Dear Mr. Endicott:

Please see the attached report prepared by the Wachs Water Services team. Its intended purpose is to give an accurate statement of our services performed and completed between September 2019 - October 2019.

It is our hope that the Eugene Water and Electric Board was satisfied with the services provided by Wachs Water Services thus far and we look forward to the opportunity to working together on future leak detection and conditions assessment projects.

Thank you for choosing Wachs Water Services. We appreciated your assistance during the project as we worked together to identify the areas with potential leaks and reduce loss. Please contact us if you have any questions or concerns.

Sincerely,



Raul V. Borromeo Jr.

ATTACHMENT D

Equipment List

City of Austin

ITB 2200 JOG1011

Leak Detection Services

List of Leak Detection Surveying Equipment

Noise Detection Equipment

The following leak noise detection equipment will be used to perform the leak survey:

FCS Lmic

Wachs Water Services uses the Lmic for general leak sounding operations within our programs. The Lmic can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings).

Acoustic Leak Detectors



FCS Lmic Acoustic Leak Detectors

- Low-cost, easy-to-use instrument for general leak detection
- Versatile: both ground microphone and probe rod configurations

This combined ground microphone and electronic listening probe lets you audibly confirm the position of underground leaks. Use it with the tripod foot as a ground microphone to listen for leaks on hard ground surfaces such as concrete or rocky hard soil. Or use it with probe rods to carry out traditional acoustic leak surveys in softer ground, or on fittings such as valves.

The handheld control unit features simple trigger operation and volume/sensitivity rotary control. An LED indicates operation and battery status.

Includes: handheld control unit, microphone with cable, tripod foot, two probe rods, aviation-grade headphones, AC adapter, rechargeable battery pack, carrying bag and manual.

| | |
|--|---|
| Bandwidth: | 100 to 1000 Hz |
| Filters: | none |
| Filter types: | none |
| Output indicators | |
| Audio: | aviation-grade headphones |
| Visual: | LED (green = normal operation, red = low battery power) |
| Battery test: | none |
| Battery type: | rechargeable Li-Ion (included) |
| Battery life: | 25 hours |
| Weight (amplifier/display): | 0.88 lbs. |
| Dimensions (amplifier/display): | 7" L x 1 1/4" W x 2 1/2" H |

| DESCRIPTION | STOCK # | EACH |
|---------------------------------|---------|------|
| FCS Lmic Acoustic Leak Detector | 75588 | \$ |

LOCATING & LEAK DETECTION

Lightweight and highly portable



FCS Tmic Portable Leak Detection Microphones

- Clear high-quality audio monitoring

Quickly identify leaks with this cost-effective mini water leak detector. To use, simply connect the sensor tip to the 1-m rod, or place it directly onto a pipe or fitting. You'll get a visual indication of noise levels, plus excellent sound reproduction using the included high-quality Bluetooth® headphones. The microphone's sensitivity far exceeds mechanical listening sticks.

Meter stores previous noise levels and displays them on the LED readout. By visually comparing the current and previous noise levels, you can quickly see where the noise is loudest. The LED also shows battery level and Bluetooth pairing status. An LED light in the unit is great at night or in dark areas.

Includes: three 1-ft long extension rods, rod adapters, three AAA batteries, Bluetooth headphones (with rechargeable batteries), USB charging cable, instruction manual and hard carrying case.

| | |
|--|-------------------------------------|
| Bandwidth: | 0 to 3000 Hz |
| Output indicators | |
| Audio: | Bluetooth headphone |
| Visual: | linear LED |
| Battery type: | three AAA batteries (included) |
| Battery life: | approx. 1 month |
| Weight (amplifier/display): | 6 oz (including batteries) |
| Dimensions (amplifier/display): | 7" L x 2" W x 1" H |
| Headphones | |
| Frequency response: | 20 Hz to 20 kHz |
| Battery: | rechargeable 3.7V Li-Ion (included) |
| Battery life: | approx. 9 hrs (continuous use) |

| DESCRIPTION | STOCK # | EACH |
|---|---------|------|
| FCS Tmic Portable Leak Detection Microphone | 11500 | \$ |

SubSurface Leak Detection LD-8 Acoustic Leak Survey Tools

- Ideal for evaluating your system for leaks

Use this extremely sensitive contact device for surveying your water system. It features three notch filters that reduce unwanted noise from transformers, power lines and other A/C interferences.

Includes: amplifier, 52" contact probes, headphones, hard carrying case, operating manual and two AA batteries.



Large, easy-to-read display

| DESCRIPTION | STOCK # | EACH |
|---|---------|------|
| Subsurface LD-8 Leak Survey Tool | 24019 | \$ |
| Repl. Duracell® Coppertop Batteries, AA, Pk of 8 | 63187 | |
| Repl. Rayovac® Ultra Pro Alkaline Batteries, AA, Pk of 24 | 13430 | |

| | |
|--|-----------------------------|
| Bandwidth: | 100 to 2000 Hz |
| Filters: | 3 |
| Filter types: | notch |
| Output indicators | |
| Audio: | stereo headphones |
| Visual: | 2-digit digital display |
| Battery test: | auto memo |
| Battery type: | two AA batteries (included) |
| Battery life: | 24 hours minimum |
| Weight (amplifier/display): | 0.66 lbs |
| Dimensions (amplifier/display): | 8.15" W x 3.3" H x 2.4" D |



Fax 847.689.3030

Phone 800.548.1234

usabuebook.com

USA Blue Book

1031

Vivax Metrotech HL-5000

This equipment utilizes state of the art DSA (dual segment analysis) technology to simultaneously measure current and minimal noise values. This dual analysis allows the user to understand the total ambient noise (current) vs. the noise associated with the appurtenance being evaluated (minimal). The measurements are displayed simultaneously on the devices digital display. Unlike most listening devices which simply amplify sound, the HL-5000 can analyze the real-time frequency of a sound measurement which will assist the user in determining correlation filters. This device also allows for 9 simultaneous DSA visual measurements which can be used as historical references during ground microphone pinpointing.



VIVAX
METROTECH

Technical Specification

PAM-H₂

| | |
|--|--|
| Analysis Bandwidth | 0 - 10,000ppm |
| Sensitivity | 0.7ppm H ₂ in air |
| Response Time | < 2sec |
| Warm-up Time | 6sec |
| Operating Life of the Replaceable Gas Sensor | 2 to 5 years (depending on intensity of use) |

HL5000 Main Unit

| | |
|------------------------------------|---|
| Analysis Bandwidth | 0Hz - 4000Hz |
| Filter Cut-Off Frequencies | 0 - 70Hz, 106Hz, 160Hz, 240Hz, 360Hz, 540Hz, 800Hz, 1200Hz, 1800 - 4000Hz |
| Histogram Recordings | 9 dual displays |
| Storage of Noise Levels | 3 - 10 - 30min |
| Display 130 x 36mm | LCD display |
| LCD Backlight | Built-in |
| Power Supply | 10 x AA batteries, (1.5Volt) |
| Operating Time | > 35hours (battery) |
| Storage | 9 measurements |
| Mute Button | Built-in |
| Operating Temperature | 14°F to 122°F (-10°C to 50°C) |
| Storage Temperature | 14°F to 158°F (-10°C to 70°C) |
| Protection Class when in Operation | IP54 |
| Dimensions | 8.5in (L) x 3.7in (W) x 4.3in (H) (215mm x 95mm x 110mm) |
| Weight | HLE 5000: 2.6lbs (1.2kg) (with batteries) |

Sewerin Listening Device Aquaphon

When a pressurized water pipe develops a leak, the water flows out into the surrounding soil at high speed, which causes the pipe material to vibrate at the exit point. This vibration, or sound, is transmitted by the pipe. This “noise” can also be heard at remote contact points. The leak may also cause the water jet and pipe, in the vicinity of the leak, to induce vibration into the surrounding soil. This “noise” is transmitted to the surface, where it can be identified. The Aquaphon interprets the intensity of the noise and translates it to a numeric value which is then displayed on the LCD screen. The previous sounding record is stored for comparison to the active or next sounding record which assists the technician in leak localization.



Components

The **TS 200** carrying rod can be connected to three different microphones. Whereas up until now a special test rod and a carrying rod were required for ground microphones, the **TS 200** fulfils both functions. It can be connected to the relevant microphones depending on the application. The **TS 200** is powered by a high performance rechargeable battery which guarantees reliable operation for a full day's work. It can be charged in less than four hours directly in the system case.

The **TM 200** touch microphone was developed especially for prelocation at fittings in the pipe network. Its frequency response means that it can reliably detect both quiet and low noises, usually occurring in plastic pipes, as well as loud, high-pitched leak noises in metal pipes. The probe tip and available extensions in different lengths mean that it can be perfectly adapted to the structural conditions of all pipe networks. To help you correctly place it on the valve rod extensions, even in the darkness of the valve box, the **TM 200** has a torch function, which is activated on the **TS 200** carrying rod.

The **BM 200** ground microphone is ideal for paved surfaces. The very sturdy housing is optimally decoupled from the actual microphone capsule. A lifting mechanism ensures consistently perfect contact with the ground, so that small bumps make no difference.

The **BM 230** ground microphone lends itself more to use on unpaved surfaces. Its solid tripod always guarantees a firm base. If the ground is particularly soft, it is possible to screw on a spike to improve the sound transmission even further.

The system case provides ample space to safely hold all the components of the **AQUAPHON®** system. The **TS 200** carrying rod, the **AQUAPHON® A 200** receiver and the **F8** wireless headphones can be charged at the same time. Chargers are available for the measuring vehicle as well as for the workshop and office.



Please contact us for a comprehensive quotation, including additional technical specifications and information on accessories.

SubSurface Leak Detection LD-12

The SubSurface LD-12 Water Leak Detector offers the top features in amplification and audio clarity. One of the finest sonic listening devices on the market today, the large meter display of the leak sound intensity is easily visible in all outdoor lighting, from bright sunlight to total darkness. The LD-12 includes a base plate for "ground miking" on city streets or concrete slabs and both a magnet base and a contact rod for water leak "surveying" at hydrants, valves, and meters.

Model Number: LD-12

The LD-12 water leak detector is a very easy-to-use detector, featuring six filters that allow the unit to screen outside noise and zero in on water leaks.

Features

- Considered one of the best leak detection locators for the price.
- Large meter display, allowing the user to pinpoint the exact location.
- Six selectable filters, split into three "low side" filters and three "high side" filters.
- High-sensitivity ground microphone and low "electronic noise" amplifier combine to offer the best quality sound leak detection.
- Three accessories for pinpointing a leak. Ground plate, Magnetic base and Contact rods.



Key Features

- Large meter display (with back-light) of sound loudness, allowing the user to pinpoint the exact leak location.
- Light weight amplifier, weighing only 31 ounces, with a padded carrying case and a strap.
- Six selectable filters, split into three "low side" filters (100Hz, 200Hz, or 400Hz) and three "high side" filters (600Hz, 800Hz, or 1200Hz).
- "Limiter" switch which cuts off all loud noises greater than 110dB. If you drop the sensor, you won't hurt your hearing.
- "Filter-Thru" switch, which turns OFF all of the amp's filters, allowing the user to hear all sounds from 50Hz to 15,000Hz.
- High-sensitivity ground microphone and low "electronic noise" amplifier combine to offer the very best quality sound for leak detection.
- Three accessories for attachment to the sensor: Ground plate for pinpointing on streets/slabs Magnet base for surveying at hydrants/valves Contact rod for surveying at meters/fittings

Technical Specifications:

- Size: 6.7" x 2.8" x 4.1" (17.0 cm x 7.1 cm x 10.3 cm)
- Weight: 2.0 lbs (0.9 kg)
- Input Power: Six (6) "AA" dry cell batteries
- Battery Life: 28 hours with backlight OFF (alkaline cells), 14 hours with backlight ON (alkaline cells)
- Frequency Range: 100 Hz to 1200 Hz (13 dB) with Filter-Thru OFF, 15 Hz to 30,000 Hz (13 dB) with Filter-Thru ON
- Power Consumption: 70 mA or less with backlight ON, 35 mA or less with backlight OFF
- Input Impedance: 50,000 ohms
- Output Impedance: 15 ohms
- Amplification: 62 \pm 3 dB
- ABS Carrying Case Specifications:
 - Size: 18.5" x 14.6" x 7.5" (47.0 cm x 37.1 cm x 19.0 cm)
 - Weight: 16.4 lbs (7.43 kg)

Correlating Equipment

Wachs Water Services will provide specialized, advanced, sensitive electronic leak pinpointing equipment and skilled operators to effectively and efficiently perform Task 2.3 leak pinpointing. Electronic correlation equipment is one method employed to pinpoint leaks. After a leak has been correlated a final audio detection will be performed to verify the leak.

SubSurface Leak Detection LC-2500

The SubSurface LC-2500 Leak Noise Correlator is very lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and pipe diameters. Strong and accurate sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.



The LC-2500 System Includes:

- 1 LC-2500 Main Processor Unit
- 2 Blue Pre-Amplifier with Radio Communication
- 3 Red Pre-Amplifier with Radio Communication
- 4 Two High Sensitivity, Small Diameter Sensors for Metal Pipes
- 5 Aviation-Grade Headphones (see inside)
- 6 Instruction Manual and Field Guide (not shown)
- 7 Two "Heavy Duty" Plastic Carrying Cases

Specifications

| | |
|-------------------------------|---|
| Main Processor Unit | |
| • Operating Temperature Range | : -10 to 50°C |
| • Applicable Standard | : IP52 (weather tight) |
| • External Dimensions | : 12 inches (W) x 9.5 inches (D) x 9.5 inches (H) |
| • Weight | : Approx. 6.2 lb. (with battery) |
| • Battery | : 4 "6" Cells (old or rechargeable) |
| • Continuous Operating Time | : 13 hours minimum (at 20°C, backlight OFF) |
| • Minimum Operating Voltage | : 4.2V |
| • Input | : Radio or Cable |
| • Display | : 6.4" monochrome LCD |
| • Operation | : Polarity correlation |
| • Td Range | : 250ms, 100ms, 200ms, 400ms, 800ms, 1600ms or automatic setting |
| • Time Resolution | : 25 µs (on 250ms range), 50 µs (on 100ms range), 100 µs (on 200ms range), 200 µs (on 400ms range), 400 µs (on 800ms range), 800 µs (on 1600ms range) |
| • Filter Range | : THRU, 50Hz to 5000Hz (low and high) |
| • Notch Filter | : OFF, 50Hz, 60Hz |
| • Auto Filter | : Automatically selected from FFT operation |
| • Data Memory | : 100 correlations |
| • FFT Monitor | : 192x, 256Hz, 512Hz (common to both channels) |
| • Sound memory | : For 16 sec cords |
| • External Interface | : RS-232C |

Optional Accessories:

- 2 Two Red Sensors for PVC Pipes, "Poly" Services, and Large Diameter Mains (see inside)
- 3 LC-2500 Windows™ PC Software (for downloading)

Specifications:

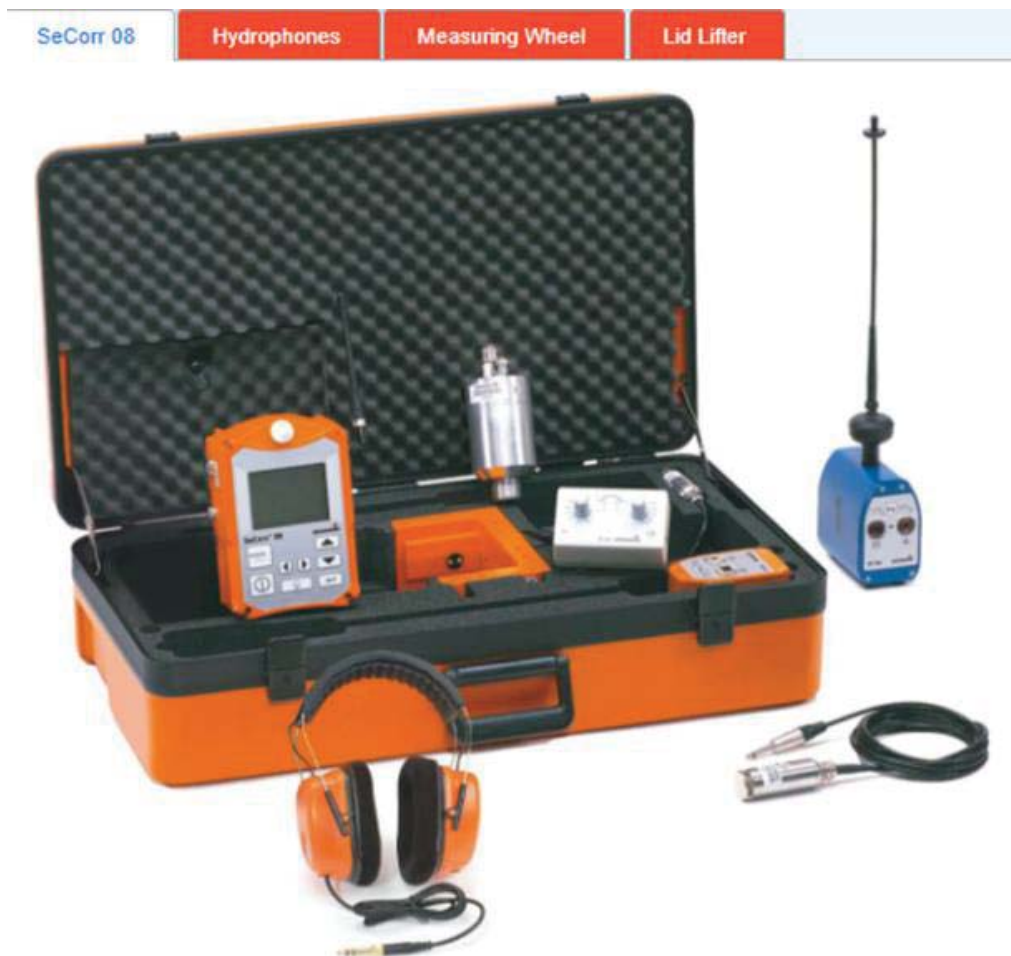
| | |
|------------------------------------|--|
| Red and Blue Pre-Amplifiers | |
| • Operating Temperature Range | : -10 to 50°C |
| • Applicable Standard | : IP52 (weather tight) |
| • External Dimensions | : 5.9 inches (W) x 3 inches (D) x 11.5 inches (H) |
| • Weight | : Approx. 6.3 lb. (with battery) |
| • Battery | : 6 "6" Cells (old or rechargeable) |
| • Continuous Operating Time | : 10 hours minimum (at 20°C, backlight OFF) |
| • Minimum Operating Voltage | : 6.0V |
| • Input | |
| • Input Frequency Range | : 20Hz to 500Hz (all THRU filter setting) 100Hz to 500Hz (all STD filter setting) |
| • Input Sensitivity | : 50 micro V, max. |
| • Signal to Noise Ratio | : 35dB, min. |
| • Radio Communication System | |
| • Output Frequency | : UHF under approval of FCC |
| • Modulation | : 0 to 100% frequency modulation |
| • Output Power | : 0.5W (500mW) |
| • Output Impedance | : 50Ω |
| Sensors | |
| • Type | : Piezoelectric pick-up |
| • Voltage Sensitivity | : 2.5mV/gauss |
| • Applicable Standard | : IP62 (water-proof) |
| • Drop Resistance | : 3 ft (1m) asphalt |
| • External Dimensions | : 1.2 inches diameter x 5.1 inches high |
| • Weight | : 1.5 ounces each |
| • Power Supply System | : 3-wire |
| • Output Impedance | : 100Ω, max. |
| • Power Supply Voltage | : 5.0V |

Manufactured by:
SubSurface Leak Detection, Inc.
4040 Moorpark Avenue, Ste. #104
San Jose, CA 95117
(408) 249-4673 (Phone)
(408) 249-9653 (Fax)

Distributed by:

Sewerin Leak Correlator SeCorr -08

The SeCorr® 08 is Sewerin's new fully digital correlator offering unprecedented performance in finding water leaks. It is also highly effective on plastic pipes and trunk mains. The fully digital signal processing and data transmission largely eliminate the limitations experienced with conventional analogue correlators. The SeCorr® 08 can also pinpoint leaks outside of the sensor's range. This can help when system configurations do not allow the sensors to be placed on either side of the suspected leak location.



Features

- Lightweight, ergonomic design
- Built-in rechargeable batteries
- Easy-to-use
- Allows user to listen to actual leak noise from transmitters
- High output transmitters (500 mW)
- Radio reception up to 650 ft per channel
- Built-in measuring assistant
- PC software for printing results
- Up to 8-hour operation on charge
- Ruggedized carry case with charger

Metrotech HL6000X – PC Correlator

The correlator uses sophisticated radiotechnology for long range operation. The user can perform correlations on and off-site with saved data files. There are enhanced process integrations with a GPS antenna and the ability to integrate GIS software. If pipe data is unknown, the user can carry out automatic speed measurements in conjunction with the automatic filtering and multi-position correlation results to find the correct pipe data to perform correlations.



5.1 HL 6000 PC Correlator

| | |
|------------------------------------|---|
| PC/Notebook | >1 GHz CPU >512 MB RAM >20 GB hard disk USB 2.0 Windows 98 and higher |
| Power supply E- box | Via USB |
| Connections | Aerial, headphones (PC), USB |
| Radio Frequency | 433 MHz |
| Operating Temperature (without PC) | -4° F to + 122° F (-20° C to + 50° C) |
| Dimensions | 3.94 x 5.91 x 1.57 in. (100 x 150 x 40 mm) |
| Weight (without PC) | 0.88 lbs (400 g) |

Line Locating Equipment

Line locators are a critical component of an effective leak pinpoint equipment arsenal. Correlators rely on accurate input variables and precise bury depth when making an accurate leak location.

Metrotech VM-810

Metrotech, one of the original names in Pipe & Cable locating, has been producing the well tried and tested VM-810 for over forty years. The instrument includes a distance sensitive left/right guidance system (pioneered by Metrotech) and automatic gain adjustments to provide accurate easy locating. The VM-810 is designed as a single frequency true left/ right locator which makes the unit easier to ground while minimizing user error.



[VM-810 Receiver](#)

[VM-810 Transmitter](#)

[Screens](#)

[Accessories](#)

[Video](#)

[Legacy](#)

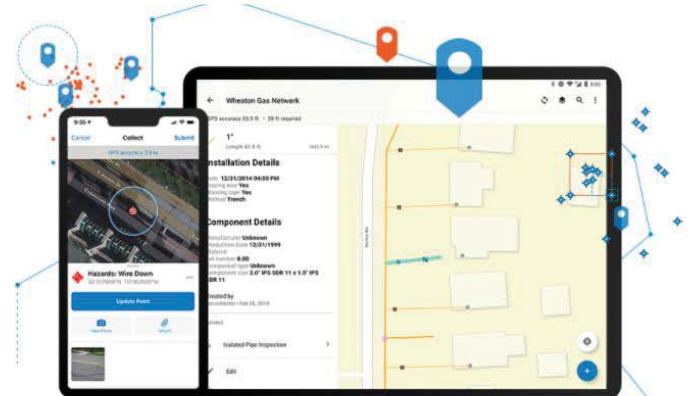


- One Button Operation
- Distance Sensitive LEFT / RIGHT Guidance - 3 bottom antenna (ALL PEAK)
- Line Direction Indicator (Directional Orientation antenna)
- Fast Response & Automatic Gain Control
- Push-button depth & current measurement (w/ top peak antenna)
- Lightweight Design (only 3 lbs)
- Improved Clear & Backlit Display - TFT 2.7" LCD WQVGA display
- Full Crisp Digital Sound - original left/right tone w/audible null at center line
- Precise Single Frequency - 83 kHz
- Lightweight Rugged Construction - Aluminum & ABS
- Water Resistant (IP54 & NEMA 4)
- Retractable Antenna (made popular on the original 810 design)
- Excellent Battery Life - 65 hours continuous use

Global Positioning System (GPS) with sub-meter accuracy

ArcGIS Collector

WWS uses the ArcGIS Collector mobile data app to capture accurate data and return it to the office. Fieldworkers use the web maps on the mobile device to capture and edit data.



Part of the Esri Geospatial Cloud, ArcGIS Collector, a mobile data collection app, makes it easy to capture accurate data and return it to the office. Fieldworkers use web maps on mobile devices to capture and edit data. ArcGIS Collector works even when disconnected from the Internet and integrates seamlessly into ArcGIS.

Capture and report data



Efficient data collection



A single source of truth



No more paper forms



Works anywhere, anytime



Improved data accuracy



Efficient data collection

Collector's intuitive interface enables field workers of all experience levels with map-driven forms to capture and return accurate field data that integrates seamlessly into ArcGIS. For any asset or observation, you can document countless details using photos, videos, or audio recordings.

Trimble Series 7X

The Trimble is a streamlined solution that enables faster and more productive data collection, the Geo 7X is ideal for organizations requiring mobile data collection and asset management solutions.

DATASHEET

Geo 7 Series

HANDHELD

READY FOR ANYTHING

The Trimble® Geo 7X handheld is from the Trimble GeoExplorer® series family of integrated, rugged, and high-accuracy GNSS handhelds. As a streamlined solution that enables faster and more productive data collection, the Geo 7X is ideal for organizations, such as utility companies, municipalities, and environmental agencies, requiring mobile data collection and asset management solutions.

Eliminate Physical Barriers to Field Success

When physically occupying a position is not possible due to dangerous conditions or right-of-way challenges, turn to Trimble Flightwave™ technology integrated in the Geo 7X. Utilizing the detachable Geo 7 rangefinder accessory, Flightwave workflows enable scale and location measurement of field assets at distances up to 120 m without a reflector. Flightwave measurements integrate directly into Trimble data collection software—simply point and shoot to get the position—even where there are obstacles such as traffic or private land access limitations.

Trimble Floodlight™ satellite shadow reduction technology keeps you working when heavy overhead cover, such as trees and buildings, obstruct GNSS satellite reception. Now you can work with fewer disruptions and obtain high quality data faster and at less cost.

Smart Data Collection, Smart Investment

By providing compatibility with existing and currently planned GNSS constellations, the Geo 7X delivers reliable GNSS tracking today and for years to come—ensuring your investment continues to provide value long into the future.

Achieve better accuracy in real-time without the reliance of a traditional reference station-based infrastructure or VRS network through Trimble RTX™ correction service options available with the Trimble Geo 7X. Trimble RTX correction services leverage real-time data from an established tracking station network to compute and deliver high-accuracy positions to the GNSS handheld nearly anywhere on the globe. A range of Trimble RTX correction services offered with the Trimble Geo 7X provide internet-delivered, high-accuracy GNSS positioning wherever cellular communications are available so you can obtain the accuracy you need—from submeter to centimeter level.

Compatible with the breadth of Trimble GIS field and office software, the Geo 7X gives you flexible end-to-end data collection solutions and workflow choices: from the field-proven Trimble TerraSync™ and Positions™ software to the customizable data collection workflows of Trimble TerraFlex™ software.

Everything You Need to Work

With a powerful 1.0 GHz processor, 256 MB RAM, 4 GB of onboard storage, IP65 rating, and sunlight-optimized display, the Geo 7X is a high performance device designed to work hard in the environments that you do. The built-in 5 MP camera with enhanced zoom operation, and geo-tagging capability enables information about an asset, event, or site to be easily captured. And with the integrated dual-mode cellular modem, you can stay connected for continuous network and Internet access to real-time map data, web-based services, Trimble VRS™ and RTX corrections, and live update of field information.

Be truly productive with the Trimble Geo 7 series. No matter what gets in your way.

Key Features

- Easy and productive asset data capture with remote mapping and measurement
- Capture more positions and increased accuracy in tough GNSS environments
- Compatible with existing and planned GNSS constellations to maximize investment
- Flexible software options to collect, process, and manage data with simple, connected workflows





**ADDENDUM
LEAK DETECTION SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 JOG1011

Addendum No: 1

Date of Addendum: 8/21/2020

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

I. Questions and Answers:

Q1: Must all listening points be Global Positioning System (GPS)? Or only points where leaks have been identified?

A1: All assets that have been inspected and/or listened to shall be uploaded to the GIS site within one week of inspection per Section 8.4.5.

Q2: Do we need to record the GPS location of all access/touch points?

A2: No, all assets that have been inspected and/or listened to shall be uploaded to the GIS site.

Q3: Would Austin Water be willing to solely purchase equipment to conduct the leak survey themselves rather than contracting out the responsibility?

A3: No.

Q4: Section 8.1.1. states the Contractor must have 3 years' experience and Section 8.3.10. states the technician must have 5 years experience, can you please clarify the amount of experience required?

A4: The 3 consecutive years of experience within the last five years working in the water industry conducting leak detection services in Section 8.1.1. is related to the company's experience. The five years' experience in Section 8.3.10. is related to the leak detection technician.

Q5: What are the typical sizes of pipe materials personnel will be surveying?

A5: The City has various sizes of pipes.

Q6: Will the City provide missing lids?

A6: Yes, the City will provide all missing lids. Per the Scope of Work, Section 8.2.6, the Contractor shall notify the Contract Manager or designee of all valves with missing lids.

Q7: Will the City waive the TCEQ certified "Valve and Hydrant Maintenance" course requirement?

A7: No, the City will not waive the TCEQ certification requirement in Section 8.1.4.

Q8: Do you know how to get the TCEQ certification during COVID?

A8: No. The City does not manage TCEQ's certification process.

Q9: What is the Contractor's response time?

A9: The Contractor response time to AWU Project/Contract Manager or designated AWU staff calls shall be thirty (30) minutes or less. Please review the Scope of Work, Section 8.2.10, for additional information.

Q10: Does the City expect 24-hour services?

A10: No, services will be conducted during normal business hours outlined in Section 3, Delivery Requirements. The Contractor shall provide cell, office, and after-hours phone numbers for designated responsible representative for the leak detection survey crew(s) per Section 8.3.8.

Q11: Does the Contractor have to inspect the air release valves?

A11: Yes, air release valves must be inspection per the Scope of Work, Section 8.2.3.

Q12: Does the City want 5 full leak reports for proof of experience?

A12: Yes, per Section 8.1.2, the Contractor shall submit with bid proof of experience of five (5) leak detection reports of work performed within the past twenty-four (24) months for other municipalities' water distribution systems.

II. **Additional Information:** The pre-bid sign-in sheet is attached.

III. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

Ryan McKeon

Name



Authorized Signature

August 21, 2020

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.

**BID SHEET
CITY OF AUSTIN
LEAK DETECTION SERVICES**

SOLICITATION NO. IFB 2200 JOG1011

Special Instructions: The City intends to award one contract based on overall low cost.

Be advised that exceptions taken, qualifying statements, or alterations made to any portion of the solicitations 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 quantity noted below are annual estimates and not a guarantee of actual volume but an historical usage. The City does not guarantee purchase of all services. Quantities are provided as a guide based on historical usage. Actual may be more or less.

| Item No. | Item Description | Estimated Annual Qty. | Unit of Measure | Unit Price | Extended Cost |
|--------------|--|-----------------------|-----------------|------------|--------------------|
| 1 | Leak Detection Services per Scope of Work During the Hours of 6:00 am to 5:00 pm | 500 | Mile | \$187.00 | \$93,500.00 |
| TOTAL | | | | | \$93,500.00 |

Additional Services (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

Please list any additional services your Company offers and the associated discount off retail price or mark-up to cost for the listed services. A bid of zero ('0') will be interpreted by the City that all services will be provided at retail price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional services. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional services.

| ITEM NO. | DESCRIPTION OF OTHER SERVICES OR PRODUCTS | PRICE* | UNIT OF MEASURE |
|----------|--|---------|--------------------|
| 2 | Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price. | _____ % | Discount from MSRP |
| 3 | Other: Please refer to Attachment B for a Description of Other Services | | |

* Unless otherwise specified, **Price** may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.

COMPANY NAME: __ Pure Technologies US Inc./dba Wachs Water Services

EMAIL ADDRESS: ryan.mckeon@xyleminc.com

GOAL DETERMINATION REQUEST FORM

| | | | |
|--|------------------------------|--------------------------------|-----------------------------------|
| Buyer Name/Phone | Jo Gutierrez 512-974-2827 | PM Name/Phone | |
| Sponsor/User Dept. | Austin Water | Sponsor Name/Phone | Georgia Billela/(512) 972-0096 |
| Solicitation No | IFB 2200 JOG1011 | Project Name | Small Leak Detection Services |
| Contract Amount | NTE \$700K | Ad Date (if applicable) | 08/10/2020 |
| Procurement Type | | | |
| <input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input 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** | | | |
| Contract to provide leak detection services on approximately 500 linear miles of the City's water distribution system per year. Contractor shall provide all materials, equipment, transportation and sufficient staff for services. | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| This contract will replace NA15000066 Exp. 01/15/2021. No goals were assigned to the current contract. The prior Solicitation No. ISR0005. | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| 96250 - Leak Detection Services: Gas, Water, Chemical | | | |
| Jo Gutierrez | | 07/21/2020 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|---|-------------------------|--|-----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 7/21/2020 | Date Assigned to BDC | 7/21/2020 |
| In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination: | | | |
| <input type="checkbox"/> Goals | % MBE | % WBE | |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic | |
| | % Asian/Native American | % WBE | |
| <input type="checkbox"/> Exempt from MBE/WBE Procurement Program | | <input checked="" 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 checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

One certified firm identified

Subcontracting Opportunities Identified

None

John Wesley Smith

John Wesley Smith 07.24.2020

SMBR Staff

Signature/ Date

Jessica Oberembt

07.24.2020

SMBR Director or Designee

Date

Returned to/ Date: