



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

December 7, 2021

Alayne Johnson
6613 Bramber Lane
Austin, Tx 78754

Dear Mrs. Johnson:

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

Responsible Department:	Austin Water
Department Contact Person:	Brandon Spencer
Department Contact Email Address:	Brandon.Spencer@austintexas.gov
Department Contact Telephone:	512-972-2067
Project Name:	Cleaning and Televising
Contractor Name:	All Points Inspection Services, Inc.
Contract Number:	MA 2200 NA220000046
Contract Period:	12/7/2021 – 12/6/2024
Dollar Amount	\$3,220,004
Extension Options:	Two 12-month options at \$1,610,002/Option
Requisition Number:	21052800811
Solicitation Type & Number:	IFB WJT1007
Agenda Item Number:	17
Council Approval Date:	December 2, 2021

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,

Billy Toler
Procurement Specialist III
City of Austin
Purchasing Office

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: **All Points Inspection Services, Inc.**

Company Address: **6613 Bramber Lane**

City, State, Zip: **Austin, Texas 78754**

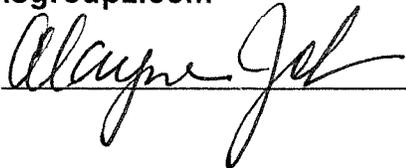
Company's Austin Finance Online Vendor Registration No. **ALL8308356**

Company's Officer or Authorized Representative: **Alayne Johnson**

Title of Officer or Authorized Representative: **General Manager**

Email: **austin@apisgroup2.com**

Offeror's Phone: **512-272-5056**

Offeror's Signature: 

Date: **7/19/21**

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 NA220000046

Printed Name of City's Authorized Procurement Staff: William J. Toler

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

Signature: William J. Toler Digitally signed by William J. Toler
Date: 2021.12.07 16:13:05 -06'00'

Date: 12/7/2021

Email: william.toler@austintexas.gov

Phone: 512-974-2054

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

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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.

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,

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- 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 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

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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 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.

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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.

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.

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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;
 - 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.

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- 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, 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.

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- 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.
- 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.

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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.

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

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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.

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

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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:

<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
Juneteenth	June 18
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

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Christmas Day	December 25
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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 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.

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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 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 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

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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:

Weight % or \$ of Base Price: 40%	
Database Name: Bureau of Labor Statistics Data	
Series ID: PCU325199325199	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: All other basic organic chemical manufacturing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

Weight % or \$ of Base Price: 60%	
Database Name: Bureau of Labor Statistics Data	
Series ID: SMU48000008081100001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: TEXAS Statewide	
Description of Series ID: Repair and Maintenance	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

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

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on Solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

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- 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.

2. GOODS

2.1 DELIVERY AND PACKAGING TERMS:

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- B. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.
- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables 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

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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.

- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables
- E. **CONTRACTOR PACKAGING DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and Purchase Order or Delivery Order number and the price agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear the cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable Specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.2 WARRANTY:

A. PRICE:

- i. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.

B. TITLE & RISK OF LOSS: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

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

- i. 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.
- ii. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 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.

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- iii. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
- iv. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.

2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:

- A. The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the Specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims.
- B. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties Stated in this Contract.
- C. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's Specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this Paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

2.4 RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) for parts that are Ordered by the City under the Contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

2.5 PUBLISHED PRICE LISTS:

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to 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. The discounts or markups

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on equipment rental, material, supplies, parts, and Contract services shall be fixed throughout the term of the Contract and are not subject to increase. Failure to submit written notification of Published 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.

2.6 OWNERSHIP AND USE OF DELIVERABLES:

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables, except as stated below.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights. In and to such Deliverables, provided however, that nothing in this Paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, Specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Clause shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above

3. SERVICES

3.1 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

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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.

3.2 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.
- 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.

3.3 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.

3.4 TRAVEL EXPENSES:

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

**CITY OF AUSTIN
TERMS AND CONDITIONS**

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

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

3.5 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.

3.6 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

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

3.7 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. 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.
- B. 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.
- C. 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.



Solicitation **COVER SHEET**

IDENTIFICATION

Number	IFB 2200 WJT1007
Title	Televising, Cleaning, Inspecting, and Trenchless Point Repair of Sanitary Sewer Collection System Pipes
Summary	Contractor shall clean, televise, inspect and Trenchless Point repair of sanitary sewer collection system pipes for areas within the Austin city limits and Downtown Austin Project Coordination Zone.
Type	Invitation for Bid (IFB)
Version (Addenda)	0

AUTHORIZED CONTACT PERSONS

Primary	Billy Toler; (512) 974-2054; William.toler@austintexas.gov
Secondary	Sandy Wirtanen; (512) 974-7711; sandy.wirtanen@austintexas.gov
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	July 27, 2021 – 2 p.m.
Notes	See Solicitation Instructions, 5 Offer Submission.

BID OPENING

Date and Time	July 27, 2021 – 3 p.m.
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	July 9, 2021
Submission Method	Email Only

Notes	See Solicitation Instructions, 3.2 Questions.
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PRE-OFFER CONFERENCE

Conference (Yes/No)	Yes
Mandatory (Yes/No)	N/A
Date and Time	June 30, 2021 - 9 a.m.
Location	N/A
Notes	You may call in at 512-831-7858 using code: 737479490# or click WJT1007 Pre-Bid Meeting to join the meeting.

PUBLISHED

Date	June 21, 2021
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 WJT1007 Includes the following:</u>		
<u>Solicitation Cover Sheet</u>	2	June 21, 2021
<u>Solicitation Instructions</u>	11	June 21, 2021
<u>Terms and Conditions</u>	21	June 21 2021
<u>Scope of Work</u>	41	June 21, 2021
<u>Pricing Submittal – IFB 2200 WJT1007 – Complete and return</u>	8	June 21, 2021
<u>Offer and Certifications – IFB 2200 WJT1007 – Complete and return</u>	8	June 21, 2021

NIGP CODES**COMMODITY CODES**

Code	Description
9138130	Cleaning, Storm Sewer



Solicitation INSTRUCTIONS

Solicitation No.
IFB WJT1007

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. (Buyer must add certification to the solicitation pack)
- 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 Qualified products List: (AE Only)**
- 4.9.1** If a solicitation refers to a Qualified Products List (QPL) or a manufacturer's name and/or product number, only offers for those pre-qualified items and/or manufacturers will be considered for award.
- 4.10 Samples – Qualified Products List (QPL) and/or Standard Products List (SPL).**
- 4.10.1** The Offeror shall submit a sample of all proposed "equal" non-QPL and/or non-SPL products included in the Offer. The City reserves the right to test any "equal" non-QPL and/or non-SPL product that is offered prior to determination of award. If the amount of time required for testing exceeds ten (10) calendar days from the date of receipt of the sample, the City may award to Offerors with pretested products. The product will still be tested and if it meets specifications, will be added to the QPL and or SPL for future Solicitations.
- 4.10.2** Products that are not pretested must be available within forty-eight (48) hours after Solicitation Due Date at no charge to the City for testing and evaluation.
- 4.10.3** All products (except brand-name) provided to the City under this Solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

4.10.4 Samples must be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

4.11 Samples – Exact Replica.

4.11.1 The Offeror shall submit an exact replica of the goods to be provided per specification _____. This sample shall be provided within _____ working days after request by the City.

4.11.2 Send samples to the City at the following address:

City of Austin	
Department	
Address	
City, State Zip Code	
Attn:	

4.11.3 All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

4.11.4 Samples must be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

4.11.5 Samples – Representative.

4.11.6 The Offeror shall submit a representative sample of the goods to be provided per specification 11.6.20. This sample shall be provided within seven working days after request by the City.

4.11.7 All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

4.11.8 Samples must be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

4.12 Pricing Requirements – Non-Specified Items.

4.12.1 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.

4.12.2 Offeror shall bid a percentage markup to their cost.

4.12.2.1 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.

4.12.2.2 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.

4.13 Hazardous Materials.

4.13.1 If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

- 4.13.2** Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 4.13.3** The SDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.
- 4.14 Recycled Products.**
- 4.14.1** The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- 4.14.2** The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency’s Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- 4.14.3** Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City’s Comprehensive Recycling Resolution.
- 4.15 Published Price Lists.**
- 4.15.1** Offerors may quote using published price lists in the following ways:
- 4.15.1.1** 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.
- 4.15.1.2** 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.
- 4.15.2** 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.
- 4.15.3** 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 after written notification. The City reserves the right to refuse any list revision.
- 4.15.4** 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.
- 4.15.5** 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.
- 4.16 Nursery/Floral Certificate for Landscapers and Plant Vendors.**
- 4.16.1** The Contractor shall provide a current Nursery/Floral certificate issued by the Texas Department of Agriculture to sell, lease, or distribute nursery products and/or floral items in accordance with Texas Administrative Code, Title 4, Part 1, Chapter 22, Rule 22.3.
- 4.16.2** A copy of the Contractor’s current and valid certificate must be provided to the Buyer prior to award of a contract. Contractor will have 7 calendar days after notification by the City to provide a valid certificate.
- 4.17 Buy America Act – Supplies.**
- 4.17.1** In accordance with applicable Federal Regulations, the City is restricted from purchasing supplies that are not domestic end products, for use within the United States. Offerors shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Buy American Act Certificate. (See Section 0300, paragraph 55 for additional guidelines).
- 4.17.2** Offerors shall sign and return with their Offer, the Buy American Act Certificate included in the Solicitation.

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: [Insert Solicitation Number] P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: [Insert Solicitation Number] 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.

City of Austin
Scope of Work
For
Televising, Cleaning, Inspections, and Trenchless Point Repair of Sanitary Sewer Collection System
Pipes
Solicitation No # WJT1007

1.0 Purpose

- 1.1 This scope of work establishes the minimum requirements for Cleaning, Televising, Inspections, and Trenchless Point Repair of sanitary sewer collection system pipes for areas within the Austin city limits and the Downtown Austin Project Coordination Zone (DAPCZ). DAPCZ geographic limits are shown on Exhibit 1: Page 1 and Page 2. This contract also includes cleaning of flumes and vortex drop structures.
- 1.2 This scope of work sets forth the requirements and procedures to be used in the investigation of sanitary sewer facilities. All materials and procedures shall be consistent with this scope of work, current industry standards, and as approved by the Austin Water (AW) Project Manager.
- 1.3 Included in this scope of work are sections for Scope and Classification, Applicable Specifications, Material Requirements, Contractor Requirements, Payment Request, and Change Order Process.
- 1.4 The intent of the cleaning process is to remove sludge, grease, grit, solids, and other debris from the wastewater pipes and adjacent manholes, restoring the pipe to full capacity. The Contractor shall remove the debris from the collection system and not allow it to travel downstream.
- 1.5 The intent of the inspection process is to obtain clear and accurate condition data of the City's collection system using National Association of Sewer Service Companies (NAASCO)'s Pipeline Assessment Certification Program (PACP) coding standards as implemented by the City.

2.0 Background

- 2.1 AW is committed to follow the EPA guidelines on Capacity, Management, Operation and Maintenance Program. One of the core functions of operating of the sanitary sewer system is to clean and televising the sanitary sewer system so that it can be restored the full capacity of the system.
- 2.2. In the process of inspecting the sewer mains by televising activities there may be defects that requires maintenance of the sewer system. Minor repairs will be accomplished through minor spot repair using Trenchless Point Repair. Major repairs, lining and replacement of the sewer main will be performed by a separate contract service.
- 2.3 This contract also has provisions for AW to conduct inspection of its sewer mains, manholes, and laterals. All inspection work shall be performed according to standards set forth by National Association of Sewer Service Companies (NAASCO).
- 2.4 It is anticipated that two contracts will be awarded under this procurement, one for City wide (outside Downtown and DAPCZ area) and one for the DAPCZ. It is estimated that approximately \$1.5 million each fiscal year will be spent using contract services to clean and TV inspect the City's collection system.

3.0 Term of Contract

The Term of the contract shall commence upon execution and remain in effect for an initial term of thirty-six (36) months. The contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

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4.0 Service Requirements

- 4.1 The service location will be identified by the City. The hours are Monday – Friday 8:00 am – 5:00 pm. In some areas like the DAPCZ, the hours of service may be after hours.
- 4.2 Services will begin ten (10) calendar days after project identification (either verbally or in writing).

5.0 Invoice and Payment

For questions regarding your invoice/payment please contact the city contract manager or designee.

- 5.1 Progress payments shall be defined by Contractor in a schedule of values (city approved). The City will release payment upon completion of the review of submitted videos.
- 5.2 Invoices shall not arrive prior to the completion of project deliverables. The Invoice shall include, but is not limited to, the following:
 - 5.2.1 Contractor’s name, on a professionally pre-printed form
 - 5.2.2 Contractor’s address and phone number
 - 5.2.3 City’s contract number/purchase order number
 - 5.2.4 Date of delivery/service
 - 5.2.5 Location of delivery/service
 - 5.2.6 Itemized description and pricing for each component

6.0 Designation of Key Personnel

The City and the Contractor shall intend to keep the same key personnel assigned to this engagement throughout its term. In the event that 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 if a key personnel member is removed or replaced. The city’s key personnel are identified as follows:

	Name	Phone Number	Email Address
Contract Manager	Georgia Billela	(512) 972-0096	Georgia.Billela@austintexas.gov
Contractual Monitor	Darrell Richmond	(512) 972-0287	Darrell.Richmond@austintexas.gov
Project Manager	Brandon Spencer	(512) 972-2067	Brandon.Spencer@austintexas.gov
Procurement Specialist	Billy Toler	(512) 974-2054	William.toler@austintexas.gov

7.0 Single Point of Contact:

The Contractor Shall:

- 7.1 Designate a Single Point of Contact (SPOC) who shall be available for emergency request that shall be available 24 hours a day, 7 days a week. This shall be submitted on the Price Sheet with the Bid.

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- 7.2 Provide a SPOC available at the work site during all hours worked by the Contractor's employees.
- 7.3 The SPOC shall be able to communicate effectively with the Contract Manager or designee.
- 7.4 The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
- 7.5 The SPOC shall inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule, safety requirements, and quality of work.
- 7.6 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.
- 7.7 The Contractor's project manager shall manage the entire project on a day-to-day basis on behalf of the Contractor and ensure that assessments are carried out in a professional manner and in compliance with the assessment.
- 7.8 The Contractor's field manager shall lead each field crew. The field operations manager shall typically be onsite when inspections are being performed.
- 7.9 The field crew shall wear easily recognizable uniforms with required PPE. Field crews shall carry a letter describing the project and work to be performed.
- 7.10 Each field crew shall consist of a minimum of two (2) employees. However, in confined space entry in order to comply with OSHA, State and City regulations, additional employees may be required.
- 7.11 Field Technicians shall remain onsite continuously when inspections and fieldwork are being performed.

8.0 Applicable References, Codes, and Standards

Latest revisions shall apply, unless otherwise shown or specified. All pipe materials incorporated in the project shall have been approved by the Texas Commission on Environmental Quality.

- 8.1 TMUTCD: Texas Department of Transportation Manual on Uniform Traffic Control Devices
- 8.2 City of Austin Transportation Criteria Manual
- 8.3 ASTM F 1216: Standard Practice for Rehabilitation of Existing Pipelines and conduits by the Inversion and Curing of a Resin-impregnated Tube
- 8.4 ASTM F 1743: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe
- 8.5 ASTM D 790: Test Methods for Flexural Properties of Unreinforced and reinforced Plastics and Electrical Insulation Materials
- 8.6 29CFR, Parts 1910 and 1926: United States Department of Labor Rules 29 CFR, Parts 1910 and 1926 Occupational Safety and Health Administration (OSHA)

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- 8.7 ASTM C 1077: Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
- 8.8 ASTM D 638: Standard Test Method for Tensile Properties of Plastics
- 8.9 ASTM D 2122: Standard Test Method for Determining Dimensions of Thermoplastic Pipes and Fittings
- 8.10 ASTM D 2837: Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials
- 8.11 ASTM D 2990: Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
- 8.12 ASTM D 5813: Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems
- 8.13 ASTM E 329: Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
- 8.14 ASTM E 548: Standard Guide for General Criteria Used for Evaluating Laboratory Competence
- 8.15 NAASCO: National Association of Sewer Service Companies
- 8.16 PACP: Pipeline Assessment and Certification Program
- 8.17 MACP: Manhole Assessment Certification Program
- 8.18 LACP: Lateral Assessment Certification Program
- 8.19 Granite XP: Asset Management & Decision Support Software provided by CUES
- 8.20 CMOM: Capacity, Maintenance, Operation and Maintenance
- 8.21 US EPA: United States Environmental Protection Agency
- 8.22 TCEQ licensing: Texas Administrative Code, Title 30, Part 1, Chapter 30, Subchapter J
- 8.23 WRC: Water Resource Center
- 8.24 ASCE: American Society of Civil Engineers
- 8.25 ISO 9000
- 8.26 American National Standards Institute (ANSI)
- 8.27 American Society of Mechanical Engineers (ASME)
- 8.28 Institute of Electrical and Electronic Engineers (IEEE)
- 8.29 National Electrical Code (NEC), NFPA 70
- 8.30 National Fire Protection Agency (NFPA), 820
- 8.31 Plumbing Code, Detail 52S-11B (Appendix B)

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9.0 Project Kickoff Meeting and Schedule

The Contractor shall:

- 9.1 Attend a project kickoff meeting for each new project with the Contract Manager and/or designee to discuss a schedule of work within three (3) calendar days of notification of a new project. The meeting will set a schedule for work to be performed and shall be held at the site.
- 9.2 Provide a timeline and cost to the contract manager or designee for approval within 5 calendar days after project kickoff.
- 9.3 Begin work within 10 calendar days after project kickoff meeting, or at a time mutually agreed to between the contractor and the contract manager or designee.
- 9.4 Participate in a monthly progress meeting set by the City.

10.0 General Contractor Requirements

The Contractor shall have an internal quality assurance/quality control (QA/QC) system in place, and all inspections and deliverables shall be subjected to that system prior to submittal to the City. Any Contractor submittals not meeting these specifications or NASSCO standards will be returned to the Contractor for correction at no cost to the City.

10.1 Submittals

- 10.1.1 Names and contact phone numbers for management and field supervisors.
- 10.1.2 Contractor's Health and Safety Plan including confined space entry information, hand washing and sanitizing procedures for field personnel.
- 10.1.3 Certification for all field personnel showing successful completion of NASSCO PACP, MACP, and LACP training.
- 10.1.4 Sample of work notification/flyers that would be issued to Customers.
- 10.1.5 Manhole Locating- Details and specifications of the equipment that will be used to electronically locate manholes in the field.
- 10.1.6 Manhole Inspections- A sample NASSCO MACP database in Microsoft Access file format (.mdb) exported from the Contractor's data collection software.
- 10.1.7 Televising Inspections- A sample NASCCO PACP database in Microsoft Access file format (.mdb) exported from the Contractor's data collection software.
- 10.1.8 Trenchless Point Repairs- Manufacturer's Certificate of Compliance certifying compliance with the applicable specifications and standards. Tests for compliance by an independent laboratory shall be made according to the applicable ASTM specification and the manufacturer's quality control program.
- 10.1.9 Trenchless Point Repairs- Certified copies of test reports of factory tests required by the applicable standards.
- 10.1.10 Trenchless Point Repairs- Manufacturer's installation instructions and procedures.
- 10.1.11 The Project Manager shall provide proof of a minimum of five (5) years of experience managing similar contracts and shall be familiar with the applicable regulations for smoke testing, manhole inspection, cleaning, and televising mains.

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- 10.1.12 The field operations manager shall provide proof of a minimum of three (3) years of experience as a crew leader overseeing such tasks.
- 10.1.13 Field technicians shall provide proof of a minimum of one (1) year of experience with manhole inspection, smoke testing, cleaning, and televising the sewer mains.

10.2 Sequence of Work

- 10.2.1 In accordance with the Contract, the Contractor shall perform the following work. Below is a proposed sequence of work. Alternate sequences of work may be submitted for consideration and approval to the AW Project Manager prior to the start of work.
- Perform MACP Level 2 manhole inspection
 - Clean wastewater mains. Heavy cleaning may be used when needed
 - TV Inspection of wastewater mains.
 - Perform sewer point repair using trenchless methods, if required.
 - Perform post-repair TV inspection
- 10.2.2 At any time during inspections activities, the following work may also be required, these activities are detailed in other sections of this Contract.:
- General site inspection and work preparation
 - Locate and expose manholes
 - Mark defects above ground (using spray paint, wooden stake, etc.)
 - Dispose of removed solids
 - Access manholes or WW mains in the easement

10.3 Preliminary Work/Site Preparation

- 10.3.1 The Contractor shall identify any segments of mains or work area that requires Traffic Control Plans and coordinate with the City on these areas. The City or its designee will coordinate, prepare, and pay for any Traffic Control Plans that require a Professional Engineer registered in the state of Texas. Routine and standard traffic control plans that do not require a Professional Engineer registered in the state of Texas shall be the responsibility of the Contractor.
- 10.3.2 Job Site Management: The Contractor shall set up, manage, and restore each job site in a responsible manner that includes but is not limited to maintenance of traffic, pedestrian safety, and property protection. At no time during active progress of work shall the Contractor leave the job site unattended. The Contractor shall request and gain approval from the City for any specific job site work that may extend past one (1) workday.
- 10.3.3 AW personnel will prepare and issue the Contractor Work Packets detailing the pipes or manholes where work is required. Each sewer segment will be identified by the upstream and downstream manhole numbers. Pipe diameter, length, and pipe material (when available) will be identified. Maps will be included, which will show the pipes or manholes to be located, inspected, cleaned, televised, or repaired.
- 10.3.4 A pre-generated GraniteNet database of the version the City currently uses that contains assets to be inspected will be issued to the Contractor. Only this database will be used in order to ensure proper asset and inspector names, inspection numbers, and other database information for maximum compatibility of the City Granite and INFOR Public Sector Data Systems. Any discrepancies shall be brought to the AW Project Manager's attention. Typically, no later than 24 hours after the Contractor becomes aware of the discrepancy. Contractors using an approved system other than a Cues Spider camera will need to purchase one (1) license of GraniteNet software for

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their office in order to pre and post process the Austin Water inspections.

- 10.3.5 The Contractor shall notify the AW Project Manager's Representative in form suitable to the AW Project Manager (phone call or email) of any site conditions, such as access or amount of debris, or manholes that are deeper than 60 feet, which would prevent accomplishing the work as identified in the Work Packet immediately but no later than 24 hours after Contractor becomes aware of the conditions.
- 10.3.6 The Contractor shall be familiar with the work environment and agency coordination for each bid.
- 10.3.7 Prior to commencement of work, the Contractor shall visit the site of each work Plan to verify the location of the manholes without impeding the normal operation of any business in these areas.
- 10.3.8 The Contractor shall develop a work schedule that incorporates any time necessary for the permit process and coordination of work that does not impede the normal operation of the business of these areas.
- 10.3.9 The Contractor shall coordinate with other Contractors that may have activities planned for the same area before work is to commence.
- 10.3.10 The work shall not be allowed in the same area where there is already a special event planned. The City shall provide information concerning other activities when possible.
- 10.3.11 The Contractor shall use precautions for the protection of all persons, vegetation, animals, and property. The Contractor is responsible for damage to private property and vegetation.
- 10.3.12 It is the sole responsibility of the Contractor to locate and identify all existing sewer lines and services and to provide any and all labor, material, equipment, techniques and methods to by-pass pump as necessary for the inspection methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.
- 10.3.13 The Contractor shall be responsible for any and all damage that results directly or indirectly from the interference of storm water runoff to bypassing equipment, piping, and/or appurtenances.
- 10.3.14 The Contractor shall provide the labor, materials, equipment, etc. needed to clean, televise, and perform trenchless point repairs on sanitary sewer mains.

10.4 Manhole Locating and Inspection

- 10.4.1 A diligent effort shall be made to locate all structures. Metal detectors and sonde units shall be used to locate buried manholes.
- 10.4.2 Contractor is required to purchase and use GraniteNet version 4.4.3
- 10.4.3 Contractor can use Cues or IBAK hardware and software products to perform inspections provided the final product is completed in the pre-generated GraniteNet database.
 - Other manhole inspection systems can be pre-approved or denied by Austin Water based on a case by case basis
 - Due to incompatibility, the Envirosight Clever Scan system is not approved for use.

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- 10.4.4 The Contractor shall perform inspections of the project manholes and record any defect discovered. All manhole inspections shall be fully conforming to NASSCO MACP 7.0 Level 2 standards. The inspections shall include, at a minimum: surface, manhole cover and frame, chimney, walls, invert, and all appurtenances. Level 2 inspection is to gather detailed information to fully document all defects, determine condition of the manhole.
- 10.4.5 Austin Water will send pre-generated GraniteNet inspections to the contractor prior to performing inspections.
- Only pre-generated inspections will be performed. Locations and details of undocumented manholes will be provided in hard copy form.
- 10.4.6 For Contractors using an approved Austin Water Non-Cues Spider system, the inspections must be imported by the Contractor into the pre-generated GraniteNet database.
- 10.4.7 Austin Water will verify proper import syncing into our GraniteNet database prior to payment.

10.5 Post-Processing Manhole Inspection

- 10.5.1 The Contractor is required to purchase and use Spider Viewer and GraniteNet version 4.4.3.
- 10.5.2 The Contractor shall review the video and notify the City immediately if the Contractor deems the video is not eligible. There will not be any compensation for such review.
- 10.5.3 Austin Water will send Spider field inspections and pre-generated matching GraniteNet inspections to the contractor prior to processing.
- 10.5.4 The Contractor shall process/code inspections in NASSCO MACP version 7.0 Level 2 in GraniteNet 4.4.3.
- 10.5.5 The Contractor shall attach 3D Ply file and 360-degree video to the pre-generated GraniteNet database.
- 10.5.6 The Contractor shall return the completed GraniteNet database with attached media.
- 10.5.7 Austin Water will verify proper import syncing into our GraniteNet database prior to payment.
- 10.5.8 Payment of the completed work will be based on completed post-processing for each manhole location based on the 0 to 30 feet depth, or 31 to 60 feet depth.

10.6 Cleaning

- 10.6.1 The Contractor shall provide the labor, materials, equipment, etc. needed to clean sanitary sewer mains.
- 10.6.2 The Contractor shall minimize the physical entry of personnel into the sanitary sewer facilities. If required, manhole entry shall be in accordance with all Federal, State, and local regulations for confined space entry and other regulations that may apply. The Contractor shall provide all safety equipment required for manhole entry operations, including harnesses, ventilation equipment, etc.

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- 10.6.3 The Contractor shall furnish all equipment and labor capable to efficiently clean and remove sewage solids, sludge, roots, grease, grit, dirt, rocks, rags, and other debris from the existing sewer at the next downstream manhole in a minimum amount of time of approximately 48 hours.
- 10.6.4 The Contractor shall not transfer material from an upstream segment to the next downstream segment. When hydraulic cleaning equipment is used, the Contractor shall utilize a screen to collect solids for removal.
- 10.6.5 The Contractor shall not divert sewage outside of the sanitary sewer system. The Contractor shall take all necessary steps to prevent flooding of public or private property. Maintaining flow inside the existing pipe is preferred.
- 10.6.6 In the event of accidental spill or overflow, immediately stop the discharge and take action to clean up and disinfect the spill. The Contractor shall promptly notify the AW Project Manager so that required reporting can be made to the Texas Commission on Environmental Quality (TCEQ). Austin Water will notify TCEQ.
- 10.6.7 In the event of accidental spill or overflow, the Contractor shall be responsible for any damages that may have occurred to public or private property including cleaning, disinfection, and other corrections to the satisfaction of and at no cost to the AW Project Manager.
- 10.6.8 In the event the video inspection shows that the cleaning performed does not meet this scope of work, then the Contractor shall re-clean and re-televising the pipe segment until the cleaning meets the approval of Austin Water. Any re-cleaning or re-televising shall be at the Contractor's sole expense.
- 10.6.9 The Contractor shall monitor the manhole to ensure that no harm comes from backing up the main. The Contractor shall protect sewers and manholes from damage during the cleaning operations.
- 10.6.10 All cleaning equipment shall be equipped with backflow preventers to prevent crosstown connections and contamination to the public water supply. Equipment using water shall have AW installed water meters to record the volume of water used by the Contractor. All hydrants shall be properly operated with a hydrant wrench. Contractor's cost for obtaining the meters and periodic inspection of the meters is subsidiary to the cleaning activity.
- 10.6.11 The Contractor will not be charged for water taken from an AW hydrant. For water used for cleaning activities under this contract, the Contractor will submit an Invoice with a line item for reimbursement for water usage during the course of the service. A copy of the City of Austin Water Bill showing the amount the Contractor is requesting reimbursement shall be attached to the Invoice. The Contractor shall be responsible for paying the City of Austin Water Bill prior to the due date. The Contractor shall be responsible for the Customer Charge and Fixed Charges on the City of Austin Water Bill.
- 10.6.12 Cleaning activities shall include all levels of light and heavy cleaning. Light and heavy cleaning are further detailed and defined below:
- 10.6.12.1 **Light Cleaning:**
- Light cleaning is defined as cleaning in pipes sizes greater than 4" in diameter using hydraulic equipment including hydraulically propelled equipment and high velocity jet equipment to remove

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build-up, solids, and sediments that have accumulated inside the
pipe.

- Hydraulic cleaning equipment shall have operational gauges to indicate the pressure being delivered to the cleaning hose. The AW Project Manager may choose to limit the maximum allowable pressure to maintain the integrity of the pipe.

10.6.12.2 **Heavy Cleaning:**

- Heavy cleaning is defined as the removal of all roots, calcification, hardened deposits, grease, and other debris mechanically from the line. Additionally, heavy cleaning can also be defined as having to re-clean pipe segments with accumulated debris which were initially attempted to be cleaned hydraulically through light cleaning.
- Heavy cleaning, where required, shall be performed with approved equipment and accessories driven by power winching devices. The Contractor shall submit the equipment manufacturer's operation manual and guidelines to the AW Project Manager, which shall be strictly followed unless modified by the AW Project Manager.
- When heavy cleaning is required, the Contractor shall provide and manage the equipment necessary for proper jetting, rodding, bucketing, brushing, root cutting, flushing or any other approved removal and extraction system necessary to remove and extract silt, debris and obstructions from the sewer which would otherwise preclude use of CCTV equipment and/or manned-entry inspection of the sewers.
- Buckets, scrapers, scooters, snakes, sewer balls, porcupines, kites, heavy-duty brushes, and other debris-removing equipment/accessories shall be used as appropriate and necessary in the field, in conjunction with the approved power machines. If rental equipment is required, it is the responsibility of the Contractor to secure and pay for that equipment.
- Bucket machines shall be in pairs with sufficient power to perform the work. Machines that could cause damage to the pipes will not be allowed. Machines shall have a cable capacity of up to 2,500 linear feet and a cable thickness of at least ½ inches.
- The Contractor shall be responsible for any damages to the pipe or manholes as a direct result of heavy cleaning operations.

10.6.13 When the Contractor encounters a pipe segment that the Contractor feels should be cleaned with mechanical equipment, the Contractor shall contact the AW Project Manager prior to cleaning to receive approval for mechanical cleaning operations. If the Contractor does not receive prior approval, the AW Project Manager may choose not to pay for the mechanical cleaning. The AW Project Manager will require video images to document the mechanical cleaning conditions.

10.6.14 The Contractor shall furnish all labor, supervision, tools, equipment, appliances, and materials to perform all operations in connection with by-pass pumping of wastewater

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and wet weather flows around pipe segment(s) for flow management.

- 10.6.15 The Contractor shall obtain the necessary equipment and labor, including sub-contract help where necessary to clean these large diameter mains.
- 10.6.16 The cleaning of wastewater collection pipes shall be performed prior to televising, and within 24 hours of the inspection of the wastewater pipes. Work includes flow control of the existing sewage, cleaning of the sewers using high-pressure water jets or mechanical cleaning devices, obstruction removal, collection, transport, and proper disposal of waste materials generated by the cleaning process.

10.7 Television Inspection and Equipment

- 10.7.1 The Contractor shall include in their bid, for verification by the City, resumes and Pipe Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP), and Lateral Assessment and Certification Program (LACP) certifications for personnel responsible for cleaning, televising and point repair of sanitary sewer mains. The contracting company shall have a minimum of 5 years' experience.
- 10.7.2 The Contractor shall be required to inspect, assess, and record the condition of the sewer main and sewer lateral using NASSCO's PACP and LACP coding standards as implemented by AW. All inspectors utilized by the Contractor for TV inspection shall be NASSCO PACP and LACP certified.
- 10.7.3 The Contractor shall utilize CUEs GraniteNet TV inspection software (Version specified by Austin Water) to capture digital video and to create inspection reports.
- 10.7.4 The Contractor may be required to upgrade to the newest version of the GraniteNet software. Software upgrades, if required, will be paid as an Allowance in the Bid Form.
- 10.7.5 The TV inspection software shall operate in NASSCO mode. The Contractor shall utilize observation codes with structural and operation and maintenance grades as defined by AW NASSCO Code System.
- 10.7.6 For each computer used to conduct inspections, the Contractors TV inspection software shall be configured with CUEs scoring module to calculate pipeline condition ratings according to algorithms defined by AW.
- 10.7.7 For each GraniteNet software installation, Contractor shall obtain from AW a file for configuring the software to be consistent with AW standards. Contractor shall obtain verification from AW that GraniteNet software is properly configured to AW standards on each truck to be used for this contract prior to submitting inspection reports. AW will only accept inspection reports generated by trucks and software installations that have been verified by AW as consistent with AW standards.
- 10.7.8 The Contractor shall have TV inspection trucks equipped with GraniteNet software by the Effective start date of the contract.
- 10.7.9 The Contractor shall provide video in digital form, and in a format compatible with the City's database system.
- 10.7.10 The Contractor shall maintain software support agreements with CUES as needed to upgrade software versions, trouble shoot software issues and provide general guidance and support.

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10.7.11 The Contractor shall be able to inspect sanitary service laterals up to 70ft from the sewer mainline.

10.8 Trenchless Point Repairs

10.8.1 Products used shall have at least a 50-year design life. Only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

10.8.2 For the Product, a minimum of 500,000 linear feet or 2,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Owner for the proposed liner to be utilized.

10.8.3 The Installer must satisfy all insurance, financial, and bonding requirements of the City, and must have had at least five (5) years of active experience in commercial installation. Documentation of these minimum installations must be submitted with the Bid.

10.8.4 The Contractor is required to have at least one (1) qualifying supervisor on the job during construction activities. The qualifying supervisor and crew that will be undertaking the work must meet the experience requirements.

10.8.5 Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

10.8.6 For point repairs, use the Pipe Patch method of trenchless technologies or AW approved equal. If a trenchless point repair is authorized, the pipe will be repaired at the designated location and then re-televised to verify completion of the point repair. Repair sleeves are included in bid prices.

10.8.7 The Contractor shall be required to have all materials, equipment, and labor necessary to complete the repair or replacement on the job site prior to isolating the wastewater manhole or line segment and beginning by-pass pumping operations.

10.8.8 Trenchless Point Repair method and material other than specified may be considered as an approved equal by the City. The City reserves the right to reject any non-specified method and material for the point repair.

10.8.9 During the course of the Work, make no substitutions of materials, design values or procedures for those specified without the prior approval of the City.

10.8.10 The point repair shall be fabricated from materials which, when cured, shall be able to withstand internal exposure to sewer gasses and effluent containing hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute sulfuric acid, and external exposure to soil bacterial and chemical attack which may be due to materials in the surrounding ground.

10.8.11 Take all necessary field measurements of the existing pipe (including diameter, ovality, and length) prior to manufacturing liners.

10.8.12 Perform a pre-installation TV inspection to verify that the wastewater line is clean, and the pipe conditions are suitable for installation of the CIPP. Notify the City if conditions exist which will impact the installation.

10.8.13 After the Point Repair installation, the sleeve shall be TV-inspected with a 360-degree

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camera as soon as practical to verify proper installation. The rate of travel shall not exceed 30 feet per minute and shall be recorded on standard play speed.

10.8.14 **The materials for the trenchless point repair method shall meet or exceed the following criteria:**

10.8.14.1 **Tube-** The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F 1216 (Section 5.1), or ASTM F 1743 (Section 5.2.1), or ASTM D 5813 (Sections 5 and 6). The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

10.8.14.2 The wet-out tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

10.8.14.3 The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

10.8.14.4 The outside layer of the tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

10.8.14.5 The tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

10.8.14.6 The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

10.8.14.7 Seams in the material shall be stronger than the non-seamed felt material.

10.8.14.8 The tube shall be marked for distance at regular intervals along its entire length, not to exceed five (5) feet. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

10.8.14.9 **Resin-** The resin system shall be a corrosion-resistant polymer or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F 1216 (Section 5.2), ASTM D 5813 and ASTM F 1743 (Section 5.2.3). The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

10.8.14.10 CIPP cures into a hard, impermeable, corrosion-resistant liner of specified thickness and physical properties, with a uniformly smooth interior surface.

10.8.15 **Minimum CIPP Thickness after Curing based on the maximum sewer invert depth for the segment being repaired.**

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Minimum CIPP Thickness (Millimeters)

Nominal Sewer Diameter (Inches)	Maximum Pipe Segment Invert Depth			
	Up to 10 Feet	10 - 15 Feet	15 - 20 Feet	20 - 25 Feet
6	4.5	4.5	4.5	6.0
8	6.0	6.0	6.0	7.5
10	6.0	6.0	7.5	9.0
12	6.0	7.5	9.0	10.5
15	7.5	9.0	10.5	12.0
18	9.0	12.0	13.5	15.0
21	10.5	13.5	15.0	16.5
24	12.0	15.0	16.5	19.5
30	15.0	18.0	21.0	24.0
36	16.5	21.0	24.0	28.5
42	19.5	24.0	28.5	33.0
48	22.5	28.5	33.0	36.0
54	25.5	30.0	36.0	42.0
60	28.5	34.5	39.0	45.0

10.8.16 Minimum CIPP Flexural Properties, After Curing.

CIPP Minimum Flexural Properties

Property	Reference	Minimum
Flexural Strength (Modulus of Rupture)	ASTM D 790	4,500 psi
Tangent Modulus of Elasticity	ASTM D 790	250,000 psi

11.0 Contractor Requirements

11.1 Manhole Locating, Exposure, and Inspection

11.1.1 Software/Equipment

- The Contractor will need to download the “Collector for ArcGIS” from the app store with a minimum version of 19.1.0 for Apple or version 18.0.3 for Android.
- The Contractor will need a tablet or iPad with Bluetooth technology.
- The Contractor will need a Ridgid-type line locator with a minimum of 512Hz Sonde frequency.
- The Contractor will need an Arrow Gold RTK GNSS receiver in order to provide GPS coordinates within a centimeter of location accuracy.

11.1.2 Utilizing industry standard safety procedures and appropriate traffic control, all manholes are to be located and a report provided to the City.

11.1.3 When all available means (visual, metal detector, probe) to locate manholes above ground have been exhausted, the Contractor shall locate buried manholes using a Sonde Transmitter and handheld receiver.

11.1.4 Locating may be accomplished by attaching the Sonde unit to a television inspection

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crawler or a jet hose. The Sonde Transmitter sends a continuous signal to an above ground handheld receiver which pinpoints the location and depth of the signal transmitter.

- 11.1.5 Once the manhole is located, the Contractor shall record the depth of the manhole cover (if applicable) and GPS coordinates on the Work Progress spreadsheet.
- 11.1.6 The manhole location shall be marked on the ground with spray paint or a wooden stake with neon tape tied to the top.
- 11.1.7 The Contractor shall indicate on the Work Progress Spreadsheet any manholes that are inaccessible, not found, buried, or believed to be non-existent.
- 11.1.8 When necessary, expose manholes a minimum of 6 inches in unpaved areas. Where applicable, use a probing bar (basic metal bar) to poke through the soil and locate the manhole lid underground.
- 11.1.9 Surcharged manholes and blockages in the system shall be reported to Austin Water immediately.

11.2 Cleaning Procedures

- 11.2.1 The purpose of the cleaning process is to remove solids from the collection system.
- 11.2.2 The Contractor shall contain, collect, and remove solids from the collection system. Intentional or inadvertent flushing of solids to the downstream segment(s) is not acceptable. Solids shall be transported and dumped by the Contractor, at Contractor's sole expense, to dewatering roll-off containers located at the City's Walnut Creek Wastewater Treatment Plant on 7113 East MLK Blvd, Austin, TX 78724.
- 11.2.3 All equipment and devices shall be operated by experienced operators so that they do not damage pipe in the process of cleaning.
- 11.2.4 Within the 24 hours of the line being cleaned, the Contractor shall conduct the TV Inspection activity to document the condition of the line and to locate existing service connections.
- 11.2.5 When mechanical cleaning is needed, the Contractor will be required to show video or photographic proof of the debris or obstruction in the WW main to the AW Project Manager before approval is given for mechanical cleaning.
- 11.2.6 Acceptance of the sewer line cleaning will be based on a review performed by the AW Project Manager or AW representative of the submitted TV Inspection videos.
- 11.2.7 The review of the inspection video shall be subject to the following criteria:
 - A line section having an average debris and solids depth greater than five percent (5%) of the pipe diameter will be considered unsatisfactory. If the cleaning is deemed unsatisfactory, the Contractor shall be required to re-clean, re-inspect and re-televising the sewer at no additional cost to the City until the cleaning is shown to be satisfactory.
 - Deposition of material in a cleaned sewer prior to televising and inspection as the result of a rainfall event or other causes, or due to the Contractor's own Work or that of others shall be the responsibility of the Contractor.

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- Any rocks or debris obstructing greater (>) than 10% of the pipe diameter shall be unsatisfactory. The Contractor shall perform all such re-cleaning, re-inspecting, and re-televising efforts at no additional cost to the AW Project Manager.

11.2.8 The AW Project Manager will make periodic inspections to observe the Contractor's operations to verify that suitable equipment in good working order is being used and that the Contractor is effectively removing solids. If the Contractor's equipment or methods are deemed by the AW Project Manager to not meet the Scope of Work, the Contractor shall make every effort to meet the performance standards of the City. If the Contractor fails to meet the satisfaction of the AW Project Manager, the Contractor's work may be suspended until the AW Project Manager is satisfied that the Contractor is able to meet the objectives of the City.

11.2.9 The Contractor shall be required to clean large diameter sanitary sewer mains sizes up to 54 inches in diameter and up to 1,000 linear feet in length. The manhole spacing for these mains may exceed 1,000 linear feet.

11.3 Disposal of Removed Liquids and Solids

11.3.1 The Contractor shall collect, transport and dispose of all material from the sanitary sewer collection system at the City of Austin's Walnut Creek Wastewater Treatment Plant (WWTP) on a daily basis within the working hours and comply with the access requirements at the WWTP.

11.3.2 The WWTP facility will require notification and manifest documentation prior to offloading of removed solids. All documentation to facilitate transport and disposal of removed material resulting from the cleaning of sanitary sewer collection pipes shall be at the sole expense of the Contractor and secondary to the "Disposal of Removed Solids" pay item. It is the Contractor's responsibility to obtain a standard operating procedure (SOP) for disposal of solids at any of the designated disposal facilities from the respective operator. The Contractor shall follow standard operating procedures defined, revised, or amended by each disposal facility at their sole expense and secondary to its "Disposal of Removed Solids" pay item.

11.3.3 The Contractor shall maintain the Walnut Creek WWTP solids disposal roll-off site in a clean and orderly condition. Materials and solids spilled by the Contractor onto the concrete pad or drain area shall be cleaned up by the Contractor. Contractor shall notify the WWTP if roll off containers at the disposal site are greater than 75 percent full or if drainage system has become clogged or is flooded with sewage.

11.3.4 No debris shall be allowed to be flushed to downstream sections of the sewer pipe. The Contractor shall not stockpile any material on the site. The Contractor shall decant liquids collected during the cleaning process into the wastewater collection system.

11.4 Television Inspection - Sewer Main Line

11.4.1 The work to be performed includes the use of video equipment to locate and document the condition and defects in the main line, followed by the submittal of a report and the videos to the City of Austin.

11.4.2 The boundary of the project area and the specific segments inspected will be defined by AW and incorporated into an IPS Group Inspection. The Group Inspection will be converted to GraniteNet format for download via external storage device (provided by the Contractor) to the Contractor's TV inspection truck.

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- 11.4.3 Television inspection shall be recorded one sewer segment at a time from sewer manhole/node to sewer manhole/node.
- 11.4.4 The flow in the segment being televised shall be controlled, as needed, to provide an adequate view of the pipe condition. It is acceptable for the camera to be underwater when the pipe is full of water due to a sag in the pipe. Although the video may be underwater, the footages can be used to identify the location of the sag.
- 11.4.5 Contractor shall not leave gaps in the recording image of a segment between manholes unless specifically allowed by the AW Project Manager.
- 11.4.6 Inspection shall be in the direction of the flow unless a reverse set up is required due to access restrictions or obstructions in the pipe.
- 11.4.7 The television equipment shall have an accurate footage counter which displays on the monitor the exact distance for the camera from the starting manhole. Measurement for the location of defects and actual length of pipe shall be by means of a calibrated meter on the camera with a digital readout on the video monitor.
- 11.4.8 The camera shall be positioned within +/- 10% of the center axis of the sewer pipe.
- 11.4.9 The camera shall be propelled through the line at a speed less than or equal to 30 feet per minute.
- 11.4.10 Main Line inspection videos shall record the beginning and ending manholes to show that all debris has been removed and show the underside of the manhole cover. Camera operator shall slowly pan each service connection, clamped joint, and pipe material transition.
- 11.4.11 If the Contractor encounters unidentified manholes or sewer nodes, the Contractor shall contact the AW Project Manager. Additional asset IDs may need to be created and added to the Group Inspection.
- 11.4.12 Upon completion of the inspection, the Contractor shall use the GNet software to save the data and video to an external storage device (Provided by the Contractor).
- 11.4.13 If during the television inspection of a sewer segment, the camera is unable to bypass an obstruction, Contractor shall televise the segment section from the other direction (reverse setup) in order to obtain a complete recording of the line.
- 11.4.14 The City makes no guarantee that the sanitary sewer designated for television inspection after cleaning is clear for the passage of the camera set-up. Contractor shall select the appropriate equipment, tools, and methods for securing safe passage of the camera.
- 11.4.15 If during television inspection of a line segment, the camera gets "stuck" inside the pipe and cannot be pulled, the Contractor shall be required to remove its camera/equipment and shall be responsible for all costs including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with manufacturer's specifications, complete and in place.
- 11.4.16 The television cameras used for assessing the pipe condition and documenting the sewer cleaning shall be of the type specifically designed and constructed for such surveys. The cameras shall be of the pan and tilt type, capable of turning to look at right angles to the pipe's axis over an entire vertical circle.

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- 11.4.17 Lighting for the cameras shall be suitable to allow a clear picture of the entire periphery of the pipes. The CCTV camera and illumination system shall be capable of providing a clear, accurate, in-focus color record of the sewer's internal condition. The television equipment shall have an accurate digital counter which records the exact distance for the camera from the starting manhole.
- 11.4.18 Lighting shall be adequate and provide an even distribution of light around the sewer perimeter without loss of contrast, flare out of picture, or shadowing.
- 11.4.19 The camera shall be equipped with a radio frequency transmitter sonde. The TV truck shall include a radio frequency receiver to allow the operator to mark on the ground surface with spray paint, the location of serious defects that require immediate repair, T connections for possible installation of a manhole, and buried or covered manholes for possible raising to grade.
- 11.4.20 Acceptance of sewer cleaning work is subject to successful completion of the television inspection. If the television inspection shows solids, soil, sand, grease, grit, or other debris remaining in the line, cleaning will be considered unsatisfactory. Repeat cleaning, inspection, and image recording of the sewer line shall be performed by the Contractor until cleaning is judged satisfactory by the AW Project Manager.

11.5 Television Inspection - Sanitary Sewer Lateral

- 11.5.1 The first objective of the LACP is to fully document structural deficiencies and construction features since those defects and features will have the most long-term influence on pipe integrity.
- 11.5.2 The work to be performed includes the use of video equipment to locate and document the condition and defects in the sewer lateral, followed by submittal of a report and the video to the City of Austin.
- 11.5.3 Lateral TV Inspections shall be performed from the main line using a lateral launch camera.
- 11.5.4 The lateral launch camera shall be inserted at the start main line manhole and travels in the main line and stops at the lateral (TAP).
- 11.5.5 The lateral inspection starts by accessing the lateral from the main line, then continues upstream from the main line to the City Cleanout (CCO), Wye, or the property line.
- 11.5.6 If the inspection ends or starts at a Wye, a new inspection report shall be created for each continuing lateral branch.
- 11.5.7 If the inspection ends at a property line, the MSA code should be used to indicate survey abandoned, and the distance of the survey recorded.
- 11.5.8 For situations when the service lateral cannot be televised from the main, the use of a push camera inserted at the City cleanout (CCO) can be utilized if applicable.
- 11.5.9 Verify if an accessible City cleanout (CCO) exists at the property line prior to performing CCTV lateral inspection.
- 11.5.10 There are no intentions to install cleanouts specifically for this Contract unless defects are identified in the lateral from the main line lateral inspections.

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- 11.5.11 Lateral camera travel measurements shall be displayed on screen and on the captured video.
- 11.5.12 Where practical, the TV inspection will be conducted in a manner that provides an unobstructed view of the entire pipe.
- 11.5.13 If the lateral was not cleaned prior to CCTV, and during inspection debris/obstructions are encountered, the inspection should be rescheduled until after the lateral is properly cleaned. Lines that were cleaned but still have debris/obstructions should be re-cleaned and televised.
- 11.5.14 If the lateral inspections are performed from the main line as a part of the main line inspection, each lateral inspected shall be logged in the main line inspection report per PACP requirements. The Comment Sheet of the inspection report shall be used to document the lateral ID number, defects observed, connecting pipes, and defects.
- 11.5.15 If the lateral inspections are not performed as part of the main sewer inspection, a separate LACP pipe inspection shall be created for each lateral.

11.6 Trenchless Point Repair

- 11.6.1 The Contractor is required to provide the rehabilitation of the sanitary sewer by installing a resin impregnated fiberglass patch into the existing pipe using an inflatable element and air pressure. Curing of the resin impregnated fiberglass patch shall be accomplished at ambient temperature and shall result in a hard, impermeable, corrosion resistant pipe within a pipe.
- 11.6.2 The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. Take suitable precautions to eliminate hazards to personnel near construction activities when pressurized air is being used.
- 11.6.3 **Cleaning of Sewer Lines-** The Contractor, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The Owner shall provide a dumpsite for all debris removed from the sewers during the cleaning operation.
- 11.6.4 **Bypassing Sewage-** The Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow. The Owner may require a detail of the bypass plan to be submitted.
- 11.6.5 **Inspection of pipelines-** Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using closed circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP. These shall be noted and corrected. A digital video and suitable written log for each line section shall be produced for later reference by the City.
- 11.6.6 **Line Obstructions-** It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of the CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection,

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dropping joint, or a collapse that will prevent the installation process, the City needs to be notified.

- 11.6.7 **Public Notification-** The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. A public notification shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line.
- Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any potential problems.
 - Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.
- 11.6.8 The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the CIPP.
- 11.6.9 Installation of the CIPP liner tube shall be in accordance with ASTM F1216 or ASTM F1743. Alternative methods of liner insertion, pressure, and processing may be used for products and processes approved by the ASTM installation procedures as determined by the City. Installation shall be in accordance with manufacturer's recommendations which shall be available for verification by the City.
- 11.6.10 Designate a location where the flexible tube will be impregnated with resin. Thoroughly saturate tube prior to installation. Use catalyst systems or additives compatible with resins and flexible tubes complying with manufacturer's recommendation. Handle resin-impregnated flexible tubes to retard or prevent resin setting until ready for curing.
- 11.6.11 The Contractor shall allow the City to inspect the materials and "wet-out" procedure at the City's request.
- 11.6.12 The temperature of water discharged to the sewer system from processing liners shall not exceed 150°F maximum or the level allowed by state or local standards.
- 11.6.13 After the liner has been installed, all active, existing services shall be reinstated to 95% of the original opening. When a remote-cutting device is used and a cleanout is available, then a mini-camera down the service shall also be used to assist the operator in cutting or trimming.
- 11.6.14 **Resin Impregnation-** The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.
- 11.6.15 **Tube Insertion-** The installation of the point repair shall be defined as the rehabilitation of an existing conduit by the installation of a composite material tube (silicate resin-impregnated fiberglass), which is first formed into an overlapping tube from a sheet and then pulled, pushed or both into the sewer host pipe. The wet-out tube shall be positioned in the pipeline using a pull-in method as defined within relevant ASTM standards.

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- 11.6.16 If pulled into place, a power-winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull friction. The tube should be pulled in through an existing manhole or approved access point. After insertion, the tube shall be inflated using air pressure and then cured at ambient temperature until the composite material tube is a hard, impermeable pipe. The repair shall extend a minimum of one-foot past either end of the defect.
- 11.6.17 Longer repairs shall require multiple patches end to end with a minimum of 2-inch overlap of material where the patches are joined. The repair shall overlap past the defect by at least one foot onto sound pipe at either end.
- 11.6.18 **Curing-** Follow manufacturer's recommended cure schedule in curing of liner. After insertion is completed, apply a suitable recirculation system capable of delivering steam, hot water, or air, uniformly throughout the section to achieve consistent cure of the resin. Maintain curing temperature as recommended by the resin/catalyst system manufacturer.
- 11.6.19 **Finished Pipe-** Provide a finished CIPP which is continuous and as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, lifts, delamination's, and areas which have not cured sufficiently.
- 11.6.20 **Testing Requirements:**
- Chemical Resistance- The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
 - Hydraulic Capacity- Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
 - CIPP Field Samples- When requested by the City, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications.
 - Pipe physical properties will be tested in accordance with ASTM F1216 (Section 8) or ASTM F1743 (Section 8), using either method proposed. The flexural properties must exceed the values listed in the Table in Section 4.8.17 of this specification, Table 1 of ASTM F1743, or the values submitted to the City by the Contractor for this project's CIPP wall design, whichever is greater.
- 11.6.21 **Non-Conforming Work:**
- If the thickness, flexural strength, or flexural modulus of elasticity of the installed CIPP is less than 90% of the specified values, the product is considered unacceptable. Submit a proposed method of repair or replacement for review and approval by the City. Work required to remedy non-confirming work will be at no additional cost to the City.

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- If it is determined that the resin utilized did not match the submitted and approved resin, the product is considered unacceptable and non-confirming work will be at no additional cost to the City.
- For all instances, where CIPP is deemed unacceptable, other than thickness, flexural strength, and flexural modulus of elasticity, submit a proposed method of repair or replacement for review and approved by the City. Work required to remedy non-confirming work will be at no additional cost to the City.

11.6.22 Wall thickness calculations for the point repair shall be made in accordance with **ASTM F1216 Appendix XI**. The design of the point repair shall take into consideration the type of deterioration or damage to the existing host pipe, as well as hydraulic, soil, and live loads.

11.6.23 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

11.6.24 In addition to any specific acceptance criteria specified in the contract, the following standards shall be met for Final Acceptance.

- Finish: The finished pipe shall be continuous over the length of the defect and be free as practical from significant defects.
- Defects: Any defects which affect (in the foreseeable future or warranty period) the integrity of the installed pipe shall be repaired in a manner mutually agreed upon by the City and the Contractor.
- Service Connections: Reinstatements of all building sewer connections shall be done neatly and smoothly.

11.7 **Damage to Structures**

11.7.1 The Contractor shall protect the pipeline and its appurtenances from damage during inspection and cleaning operations. Any damage resulting directly from the Contractor's operation shall be repaired and/or replaced by the Contractor, at no additional cost to the City, using methods approved by the AW Project Manager.

11.7.2 Manholes dismantled or damaged during the cleaning process shall be repaired and replacement of manhole frames and covers damaged during the cleaning process shall be at Contractor's expense.

11.8 **Surcharging Sewers**

11.8.1 In all situations, the Contractor shall immediately notify Austin Water 24-Hour Emergency Service at (512) 972-1000 in the event that unauthorized and untreated wastewater is discharged from the wastewater collection system. After notifying the emergency service number, the Contractor shall immediately notify the AW Project Manager.

11.8.2 If wastewater discharge is a result of contractor's operations, the Contractor shall cleanup the sewage and solids and disinfect the area affected. The Contractor shall be responsible for any fines, penalties or other costs or damages imposed upon Austin Water by any agency or private party as a result of the spill or improper discharge by the Contractor

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11.8.3 Where the sewage flow is blocked or obstructed, sufficient precautions shall be taken to protect the public health. The sewer lines shall be protected from damage. The following shall be prevented:

- Sewage back up into buildings.
- Sewage overflows from manholes, cleanouts, or any access to the sewers.
- Disruption of water or sewer services to users upstream and downstream of the Work area.
- Sewage discharge into streets, storm sewers or surface waters.
- Contractor shall be responsible for cleaning up homes and or businesses as a result of sewer back up caused by Contractor's Operations.

11.9 Flow Management and By-Pass Pumping

11.9.1 The Contractor shall perform all activities described in the Sequence of Work under flow, i.e. without by-pass pumping. The Contractor may have to work during off peak hours, weekends, and nights to perform the work. No additional payment will be made based on the working hours and days of the week.

11.9.2 It is the intent of this scope of work that the Contractor shall inspect the sewer pipe with existing flows in the sewer pipe. However, when the main is completely surcharged, the Contractor shall notify the AW Project Manager to determine if by-pass pumping operations are needed.

11.9.3 The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being inspected and prevent overflow conditions from occurring by removing the flow barriers.

11.9.4 The purpose of by-pass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the inspection area in order to prevent back up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways.

11.9.5 The normal practice shall be to setup by-pass pumping at the beginning of each workday and pump around the day's pipe to be inspected. The preferred suction point shall be at a manhole upstream of the inspected section. In some cases, the suction location may be the existing pipe in the trench. Discharge of by-pass shall be into a manhole (discharge into a cleanout is not acceptable). Access to driveways shall be coordinated with residences/businesses and maintained during by-pass pumping.

11.9.6 By-pass pumping is the installation and operation of bulkheads, plugs, hoses, piping, and pumps to maintain wastewater flow and prevent backup and overflow. By-pass pumping provides continuous sewer service to the users of the sanitary sewer system while maintenance is in progress by diverting flow when necessary around the inspection location and pumping it to a downstream manhole.

11.9.7 Operate, maintain, and modify the system(s) as required to conform to this scope of work. Upon completion of the Inspection, the Contractor shall remove the system(s).

11.9.8 Assume sole responsibility for by-pass pumping systems and for all loss or damage resulting from partial or complete failure of protective measures and any spills or resultant damage caused by his operation.

11.9.9 The pump and by-pass pumping lines shall be of adequate capacity and size to handle the peak flow conditions. All piping, joints, and accessories shall be designed to

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withstand at least twice the maximum system pressure, or a minimum of 50 psi, whichever is greater.

- 11.9.10 By-pass pumping operations shall use leak-proof rigid pipe. Discharge hose shall only be allowed in short sections and by specific permission from the AW Project Manager.
- 11.9.11 All pumps shall be fully automatic and solids handling, self-priming pumps in good working order with a working pressure gauge on the discharge. Self-priming pumps shall not require the use of foot-valves in the priming system. All pumps used shall be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. The Contractor shall provide the necessary stop/start controls for each pump. A back-up pump of the same capacity as the primary pump shall be maintained on site at all times to be used in the event that the primary pump fails. No wastewater shall be allowed to drain or stand in earthen sump pits.
- 11.9.12 Any time the by-pass pump(s) are operating, an experienced operator shall be on site to monitor the operation: adjust pump speed, valves, etc.; maintain and make minor repairs to the system; and report problems.
- 11.9.13 Where work requires bypassing beyond working hours, the Contractor shall operate by-pass pumping and man the system for twenty-four (24) hours per day.
- 11.9.14 Contractor shall ensure that no damage shall be caused to private property as a result of by-pass pumping operations. Access to adjacent properties shall be maintained at all times. Ramps, steel plates, or other methods shall be employed by the Contractor to facilitate traffic over surface piping. High traffic commercial properties may require alternate methods.
- 11.9.15 Contractor shall complete the work as quickly as possible and satisfactorily pass all tests, inspections, and repair all deficiencies prior to discontinuing by-pass pumping operations and returning flow to the sewer manhole or line segment.
- 11.9.16 During by-pass pumping, do not allow sewage to be leaked, dumped, or spilled in or onto any area outside of the existing sanitary sewer system.
- 11.9.17 Contractor shall not intentionally damage, alter, or remove portions of the existing sewer system structures for the purpose of installing a by-pass pumping system without specific approval from the AW Project Manager or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the and at no additional cost to the City.
- 11.9.18 When by-pass pumping operations are complete, piping shall be drained into the sanitary sewer prior to disassembly, and all pumps and lines shall be flushed with clean water until all discharge is clear.
- 11.9.19 The Contractor shall report any by-pass pumping activities not included in the submitted plan to the AW Project Manager prior to proceeding with these activities.
- 11.9.20 The Contractor shall cease by-pass pumping operations when directed by the AW Project Manager.
- 11.9.21 The Contractor shall perform leakage and pressure tests of the by-pass pumping discharge piping using clean water prior to actual operation

11.10 Root Removal Guidelines and Procedures

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- 11.10.1 For this contract, mechanical root removal is defined as a component of Heavy Cleaning activities.
- 11.10.2 The Contractor shall use mechanical cleaning equipment to remove roots where necessary.
- 11.10.3 Root removal using mechanical equipment will follow the procedures described in the Heavy Cleaning Section.
- 11.10.4 Mechanical equipment for root removal may include, but are not limited to, high-torque root removal devices or root saws and cutters, buckets, rods, snakes, metal pigs, scrapers scooters, porcupines, sewer balls, kites, heavy-duty brushes, milling devices or machines, and other debris-removing equipment/accessories.

12.0 Contractor Operational Requirements

12.1 Sanitary Sewer Mains Cleaning Procedures

- 12.1.1 The purpose of the cleaning process is to remove solids from the collection system. The Contractor shall contain, collect, and remove solids from the collection system. Intentional or inadvertent flushing of solids to the downstream segment(s) is not acceptable. Solids shall be transported and dumped by the Contractor to dewatering roll-off containers located at the City's Walnut Creek Wastewater Treatment Plant on 7113 East MLK Blvd, Austin, TX 78724.
- 12.1.2 All equipment and devices shall be operated by experienced operators so that they do not damage pipe in the process of cleaning.
- 12.1.3 Within the 24 hours of the line being cleaned, the Contractor shall conduct the TV Inspection activity to document the condition of the line and to locate existing service connections.
- 12.1.4 When mechanical cleaning is needed, the Contractor shall contact the AW Project Manager and will be required to show video or photographic proof of the debris or obstruction in the WW main to the AW Project Manager before approval is given for mechanical cleaning.
- 12.1.5 When mechanical cleaning of a WW main is completed, the Contractor shall notify the AW Project Manager 24 hours in advance of any television inspection so that the AW Project Manager or representative may observe inspection operations.
 - Acceptance of the sewer line cleaning will be based on an inspection performed by the AW Project Manager or representative at manholes along the cleaned sewer line or review of TV Inspection video. The review of the inspection video shall be subject to the following criteria: A line section having an average debris and solids depth greater than five percent (5%) of the pipe diameter will be considered unsatisfactory. If the cleaning is deemed unsatisfactory, the Contractor shall be required to re-clean, re-inspect and re-televise the sewer at no additional cost to the City until the cleaning is shown to be satisfactory. Deposition of material in a cleaned sewer prior to televising and inspection as the result of a rainfall event or other causes, or due to the Contractor's own Work or that of others shall be the responsibility of the Contractor.

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- Any rocks or debris obstructing greater (>) than 10% of the pipe diameter shall be unsatisfactory. The Contractor shall perform all such re-cleaning, re-inspecting, and re-televising efforts at no additional cost to the AW Project Manager.

- 12.1.6 The AW Project Manager will make periodic inspections to observe the Contractor's operations to verify that suitable equipment in good working order is being used and that the Contractor is effectively removing solids. If the Contractor's equipment or methods are deemed by the AW Project Manager to not meet the Scope of Work, the Contractor shall make every effort to meet the performance standards of the City. If the Contractor fails to meet the satisfaction of the AW Project Manager, the Contractor's work may be suspended until the AW Project Manager is satisfied that the Contractor is able to meet the objectives of the City.
- 12.1.7 There are generally two types of flumes as shown in Exhibit 2 and Exhibit 3. Exhibits 2 A & B shows flumes that are connected to a vortex structure. Exhibit 3 shows flumes that are discharges into a drop shaft.
- 12.1.8 This contract requires the flume chamber, venture flume, air control orifice and hatch, and the flap gate portion to be cleaned. The Contractor shall not be expected to clean the drop portion and the lateral portion that connects the main line.
- 12.1.9 The Contractor shall conduct site visit to these structures and notify the designated AW Project Manager of any hindrances in the flumes structures that may prohibit the cleaning and TV activities.
- 12.1.10 Contractor shall take precaution not to discharge solids into the vortex drop structure and or behind the flap gate. The Contractor shall be responsible for removing any debris or solids deposited in the vortex drop structure.
- 12.1.11 The Contractor shall conduct site visits to these structures and notify the designated AW Project Manager of any hindrances in the Vortex structures that may prohibit the cleaning and TV activities.
- 12.1.12 The Contractor shall have the necessary equipment to clean up to 1,000 feet of sewer main upstream flowing into the vortex.
- 12.1.13 Contractor shall take precaution to not discharge solids into the spiral portion of the vortex unit and shall remove solids and debris from the vortex drop structure inlet and the energy dissipater chamber.
- 12.1.14 The Contractor shall be required to clean large diameter sanitary sewer mains sizes up to 54 inches in diameter and up to 1,000 linear feet in length. The manhole spacing for these mains may exceed 1,000 linear feet.

12.2 Disposal of Removed Liquids and Solids

- 12.2.1 The Contractor shall collect, transport and dispose of all material from the sanitary sewer collection system at City of Austin's Walnut Creek Wastewater Treatment Plant (WWTP) on a daily basis within the working hours and comply with the access requirements at the WWTP.
- 12.2.2 The WWTP facility will require notification and manifest documentation prior to offloading of removed solids. All documentation to facilitate transport and disposal of removed material resulting from the cleaning of sanitary sewer collection pipes shall be at the sole expense of the Contractor and subsidiary to the "Disposal of Removed

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Solids” pay item. It is the Contractors responsibility to obtain a standard operating procedure (SOP) for disposal of solids at any of the designated disposal facilities from the respective operator. The Contractor shall follow standard operating procedures defined, revised, or amended by each disposal facility at their sole expense and subsidiary to its “Disposal of Removed Solids” pay item.

- 12.2.3 The Contractor shall maintain the Walnut Creek WWTP solids disposal roll-off site in a clean and orderly condition. Materials and solids spilled by the Contractor onto the concrete pad or drain area shall be cleaned up by the Contractor. The Contractor shall notify the AW Project Manager if roll off containers at the disposal site are greater than 75 percent full or if drainage system has become clogged or is flooded with sewage.
- 12.2.4 No debris shall be allowed to be flushed to downstream sections of the sewer pipe. The Contractor shall not stockpile any material on the site. The Contractor shall decant liquids collected during the cleaning process into the wastewater collection system.

12.3 Television Inspection and Equipment

- 12.3.1 The television inspection of the sanitary sewers will proceed as follows:
- 12.3.2 The boundary of the project area and the specific segments to be inspected will be defined by AW and incorporated into an IPS Group Inspection. The Group Inspection will be converted to GraniteNet format by AW using the CUEs Hansen Transfer Interface or often “middleware designated by CUEs for download via external storage device (provided by the Contractor) to the Contractor’s TV inspection truck.
- 12.3.3 Television inspection shall be recorded one sewer segment at a time from sewer manhole/node to sewer manhole/node. The flow in the segment being televised shall be controlled, as needed, to provide an adequate view of the pipe condition. It is acceptable for the camera to be underwater when the pipe is full of water due to a sag in the pipe. Although the video may be underwater, the footages can be used to identify the location of the sag. Do not leave gaps in the recording image of a segment between manholes unless specifically allowed by the AW Project Manager.
- 12.3.4 Inspection shall be in the direction of the flow unless a reverse set up is required due to access restrictions or obstructions in the pipe.
- 12.3.5 The television equipment shall have an accurate footage counter which displays on the monitor the exact distance for the camera from the starting manhole.
- 12.3.6 The camera shall be positioned within +/- 10% of the center axis of the sewer pipe.
- 12.3.7 The camera shall be propelled through the line at a speed less than or equal to 30 feet per minute.
- 12.3.8 Recorded images shall pan beginning and ending manholes to show that all debris has been removed and show the underside of the manhole cover. Camera operator shall slowly pan each service connection, clamped joint, and pipe material transition.
- 12.3.9 If the Contractor documents previously unidentified manholes or sewer nodes, the Contractor shall designate temporary asset IDs using the TV inspection software to complete the Group Project. Temporary asset IDs shall be created according to the naming convention provided by the AW Project Manager.

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- 12.3.10 Upon completion of the inspection, the Contractor shall use the GNet software to save the data and video to an external storage device (Provided by the Contractor) in the database format created by Granite XP software that can be converted for transfer to the AW video server and Hansen CMMS database using the Hansen Transfer Interface or other "middle-ware" designated by CUEs.
- 12.3.11 If during the television inspection of a sewer segment, the camera is unable to bypass an obstruction. Contractor shall televise the segment section from the other direction (reverse setup) in order to obtain a complete recording of the line. Whenever such a condition arises, notify the AW Project Manager or designated representative.
- 12.3.12 When the camera is being pulled from the other direction in order to survey on either side of an obstruction, and a second obstruction or repair location is encountered from the first obstruction, notify the AW Project Manager or designated representative and request a review of the recorded image.
- 12.3.13 The City makes no guarantee that the sanitary sewer designated for television inspection after cleaning is clear for the passage of the camera set-up. Select the appropriate equipment, tools, and methods for securing safe passage of the camera.
- 12.3.14 If during television inspection of a line segment, the camera gets "stuck" inside the pipe and can't be pulled, the Contractor shall notify the AW Project Manager. The Contractor shall be required to remove its camera/equipment and shall be responsible for all costs associated with retrieving its camera/equipment including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with manufacturer's specifications, complete and in place.
- 12.3.15 When the Contractor determines the necessity to use reverse setup, the Contractor shall notify the AW Project Manager or designated representative prior to utilizing such setup. The AW Project Manager has the right to deny payment for such set up if the Contractor fails to notify the AW Project Manager prior to utilizing such set up.
- 12.3.16 The television cameras used for assessing the pipe condition and documenting the sewer cleaning shall be of the type specifically designed and constructed for such surveys. The cameras shall be of the pan and tilt type, capable of turning to look at right angles to the pipe's axis over an entire vertical circle. Lighting for the cameras shall be suitable to allow a clear picture of the entire periphery of the pipes. The CCTV camera and illumination system shall be capable of providing a clear, accurate, in-focus color record of the sewer's internal condition. The television equipment shall have an accurate digital counter which records the exact distance for the camera from the starting manhole.
- 12.3.17 Lighting shall be adequate and provide an even distribution of light around the sewer perimeter without loss of contrast, flare out of picture, or shadowing.
- 12.3.18 The camera shall be equipped with a radio frequency transmitter sonde. The TV truck shall include a radio frequency receiver to allow the operator to mark on the ground surface with spray paint, the location of serious defects which require immediate repair, T connections for possible installation of a manhole, and buried or covered manholes for possible raising to grade.
- 12.3.19 The Contractor shall present to the AW Project Manager the number of marks per line segment and AW Project Manager will make a determination the adequacy of the number of markings. It is the responsibility of the Contractor to ensure the placements of the marks are at the correct location. Contractor shall be responsible for any damage as a result of improper placement of the marks.

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12.3.20 Acceptance of sewer cleaning work is subject to successful completion of the television inspection. If the television inspection shows solids, soil, sand, grease, grit, or other debris remaining in the line, cleaning will be considered unsatisfactory. Repeat cleaning, inspection, and image recording of the sewer line shall be performed by the Contractor until cleaning is judged satisfactory by the AW Project Manager.

12.4 Manhole Location / Exposure / Inspection

- 12.4.1 Contractor shall gather manhole inspection data using MACP Level 2 protocols for manhole inspections.
- 12.4.2 The surface pH of the sewer shall be obtained using the following procedures with color-indicating pH paper (such as full-scale 0-13 range jumbo paper).
- 12.4.3 For surface pH sampling, construct and use remote measuring device as detailed in Exhibit 3.
- 12.4.4 Application of the pH paper to the pipe wall should be made with a very light touch, just enough to get the paper wet with some of the water or moisture on the surface. While a wet or moist surface is preferred, the surface shall be at least damp to obtain a color reaction. Dry pipe cannot be sampled or even re-wetted to obtain an accurate measurement.
- 12.4.5 None of the corrosion product shall come off on the paper. No lateral movement or "wiping" action shall be made when touching the paper to the surface.
- 12.4.6 After touching the pH paper to the surface, it shall be immediately lifted straight off. Color comparison for pH determination shall be made immediately and the paper discarded.
- 12.4.7 Utilizing industry standard safety procedures and appropriate traffic control, all manholes are to be inspected and a report provided.
- 12.4.8 Manhole inspection shall include inspecting all subsurface manhole components including the frame seal, walls, manhole bench and trough.
- 12.4.9 Record all manhole rim to invert dimension for all connecting lines, pipe diameter, and material.
- 12.4.10 Record and identify all potential maintenance problems including signs of cracking, collapse, root intrusion, deposition, grease, offset joints, active infiltration, or other defects.
- 12.4.11 Pipe diameter measurements shall be rounded to the nearest industry standard pipe size.
- 12.4.12 If photos or video is taken, inspections with video records shall be included with manhole inspection reports.
- 12.4.13 The Contractor shall notify the AW Project Manager of manholes that are inaccessible, not found, buried, or believed to be non-existent.

12.5 Damage to Structures

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- 12.5.1 The Contractor shall protect the pipeline and its appurtenances from damage during inspection and cleaning operations. Any damage resulting directly from the Contractor's operation shall be repaired by the Contractor, at no additional cost to the City, using repair methods approved by the AW Project Manager.
- 12.5.2 Manholes dismantled or damaged during the cleaning process shall be repaired and replacement of manhole frames and covers damaged during the cleaning process shall be at Contractor's expense.

12.6 Surcharging Sewers

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- 12.7.2 It is the intent of this scope of work that the Contractor shall inspect the sewer pipe with existing flows in the sewer pipe. However, when the main is completely surcharged, the Contractor shall notify the AW Project Manager to determine if by-pass pumping operations are needed.
- 12.7.3 The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being inspected and prevent overflow conditions from occurring by removing the flow barriers.
- 12.7.4 The purpose of by-pass pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the inspection area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways.

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- 12.7.5 The normal practice shall be to setup by-pass pumping at the beginning of each workday and pump around the day's pipe to be inspected. The preferred suction point shall be at a manhole upstream of the inspected section. In some cases, the suction location may be the existing pipe in the trench. Discharge of by-pass shall be into a manhole (discharge into a cleanout is not acceptable). Access to driveways shall be coordinated with residences/businesses and maintained during by-pass pumping.
- 12.7.6 By-pass pumping is the installation and operation of bulkheads, plugs, hoses, piping, and pumps to maintain wastewater flow and prevent backup and overflow. By-pass pumping provides continuous sewer service to the users of the sanitary sewer system while maintenance is in progress by diverting flow when necessary around the inspection location and pumping it to a downstream manhole.
- 12.7.7 Operate, maintain, and modify the system(s) as required to conform to this scope of work. Upon completion of the Inspection, the Contractor shall remove the system(s).
- 12.7.8 Assume sole responsibility for by-pass pumping systems and for all loss or damage resulting from partial or complete failure of protective measures and any spills or resultant damage caused by his operation.
- 12.7.9 The pump and by-pass pumping lines shall be of adequate capacity and size to handle the peak flow conditions. All piping, joints, and accessories shall be designed to withstand at least twice the maximum system pressure, or a minimum of 50 psi, whichever is greater.
- 12.7.10 By-pass pumping operations shall use leak-proof rigid pipe. Discharge hose shall only be allowed in short sections and by specific permission from the AW Project Manager.
- 12.7.11 All pumps shall be fully automatic and solids handling, self-priming pumps in good working order with a working pressure gauge on the discharge. Self-priming pumps shall not require the use of foot-valves in the priming system. All pumps used shall be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. The Contractor shall provide the necessary stop/start controls for each pump. A back-up pump of the same capacity as the primary pump shall be maintained on site at all times to be used in the event that the primary pump fails. No wastewater shall be allowed to drain or stand in earthen sump pits.
- 12.7.12 Any time the by-pass pump(s) are operating, an experienced operator shall be on site to monitor the operation: adjust pump speed, valves, etc.; maintain and make minor repairs to the system; and report problems.
- 12.7.13 Where work requires by-passing beyond working hours, the Contractor shall operate by-pass pumping and man the system for twenty-four (24) hours per day.
- 12.7.14 Contractor shall ensure that no damage shall be caused to private property as a result of by-pass pumping operations. Access to adjacent properties shall be maintained at all times. Ramps, steel plates, or other methods shall be employed by the Contractor to facilitate traffic over surface piping. High traffic commercial properties may require alternate methods.
- 12.7.15 Contractor shall complete the work as quickly as possible and satisfactorily pass all tests, inspections, and repair all deficiencies prior to discontinuing by-pass pumping operations and returning flow to the sewer manhole or line segment.

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- 12.7.16 During by-pass pumping, do not allow sewage to be leaked, dumped, or spilled in or onto any area outside of the existing sanitary sewer system.
- 12.7.17 Contractor shall not intentionally damage, alter, or remove portions of the existing sewer system structures for the purpose of installing a by-pass pumping system without specific approval from the AW Project Manager or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the and at no additional cost to the AW Project Manager.
- 12.7.18 When by-pass pumping operations are complete, piping shall be drained into the sanitary sewer prior to disassembly, and all pumps and lines shall be flushed with clean water until all discharge is clear.
- 12.7.19 The Contractor shall report any by-pass pumping activities not included in the submitted plan to the AW Project Manager prior to proceeding with these activities.
- 12.7.20 The Contractor shall cease by-pass pumping operations when directed by the AW Project Manager.
- 12.7.21 The Contractor shall perform leakage and pressure tests of the by-pass pumping discharge piping using clean water prior to actual operation. The AW Project Manager will be given 24-hour notice prior to testing.

12.8 Trenchless Point Repair

- 12.8.1 The Contractor is required to provide the rehabilitation of the sanitary sewer by installing a resin impregnated fiberglass patch into the existing pipe using an inflatable element and air pressure. Curing of the resin impregnated fiberglass patch shall be accomplished at ambient temperature and shall result in a hard, impermeable, corrosion resistant pipe within a pipe.
- 12.8.2 Wall thickness calculations for the point repair shall be made in accordance with ASTM F1216 Appendix XI. The design of the point repair shall take into consideration the type of deterioration or damage to the existing host pipe, as well as hydraulic, soil, and live loads.
- 12.8.3 The installation of the point repair shall be defined as the rehabilitation of an existing conduit by the installation of a composite material tube (silicate resin-impregnated fiberglass), which is first formed into an overlapping tube from a sheet and then pulled, pushed or both into the sewer host pipe. After insertion, the tube shall be inflated using air pressure and then cured at ambient temperature until the composite material tube is a hard, impermeable pipe. The repair shall extend a minimum of one-foot past either end of the defect.
- 12.8.4 The actual length of each repair patch is 48 inches. The total repair at each location ranges from 1 foot to 15 feet in length. Longer repairs shall require multiple patches end to end with a minimum of 2-inch overlap of material where the patches are joined. For example, if the length of repair is 60 inches, then it will require two repairs 48 inches in length each.
- 12.8.5 The Contractor shall follow the manufacturer's recommendation for the installation of the patch and notify the AW Project Manager's representative if there will be exception or deviations to the steps. The AW Project Manager will agree before any exception or deviation can be taken.

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- Flow Control: The flow of sewage around the section of sewer pipe under repair shall be maintained. A suitable by-pass shall be constructed by installing a plug in the sewer line at a point upstream of the pipe under repair and pumping the sewage to a point in the same sewer line downstream of that section. The pump and by-pass lines shall be of adequate capacity and size to handle the flow of sewage and prevent any back flow of sewage into homes connected to the sewer line.
- 12.8.6 The finished repair shall be as smooth as commercially feasible, with smooth transition from the host pipe to the repair pipe on either end. The repair shall overlap past the defect by at least one foot onto sound pipe at either end.
- 12.8.7 After all work has been completed, the Contractor shall clean up the project area. The Contractor shall dispose of any excess material and debris in a safe manner.
- 12.8.8 In addition to any specific acceptance criteria specified in the contract, the following standards shall be met for Final Acceptance.
- Finish: The finished pipe shall be continuous over the length of the defect and be free as practical from significant defects.
 - Defects: Any defects which affect (in the foreseeable future or warranty period) the integrity of the installed pipe shall be repaired in a manner mutually agreed upon by the City and the Contractor.
 - Service Connections: Reinstatements of all building sewer connections shall be done neatly and smoothly.

12.9 Sanitary Sewer Lateral

- 12.9.1 The line sizes of the SSL are predominantly 4 inches and 6 inches in diameter. There may be a few 8-inch laterals that will be required to be inspected.
- 12.9.2 The lateral inspection could begin from the main line or from the City Clean Out. In general, lateral inspections will begin from the main line, unless there is a City Clean Out available. There are no intentions to install City Clean Outs specifically for this contract unless defects are identified in the lateral from main line lateral inspections.
- 12.9.3 The Lateral Inspection beginning from the sewer main is performed by inserting the CCTV camera at the mainline manhole, which travels in the main line and stops at the lateral (TAP).
- 12.9.4 The distance from the inside of the manhole wall in the start manhole to the center of the lateral is recorded in the header sheet as the Tap location. When this information is not readily available, the Contractor shall attempt to locate it in the field. City staff will assist in locating the tap location when the Contractor has demonstrated a good faith effort in locating the tap location.
- 12.9.5 The lateral inspection starts by accessing the lateral from the sewer main (SM) then continues upstream from the SM to the City Clean-Out (CCO), Wye, or the property line.
- 12.9.6 If the inspection ends or starts at the Wye, a new survey form is created for each continuing lateral branch. If the inspection ends at the property line, the Miscellaneous Survey Abandoned (MSA) code shall be used to indicate survey abandoned, and the distance of the survey recorded.

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12.9.7 Where practical, the TV inspection will be conducted in a manner that provides an unobstructed view of the entire pipe. The SSL shall be free of debris and obstructions and water filled sags that impede visibility.

12.10 Smoke Testing Procedures:

12.10.1 After manhole is first opened, a gas monitor shall be lowered into manhole and positioned within 1 foot of the manhole invert. The gas monitor shall continually record CO, O₂, H₂S, LEL measurements in the manhole until smoke test is completed.

12.10.2 If the gas detector indicates limits of CO, O₂, or H₂S have been exceeded, the Contractor shall first evacuate the system with a blower to ensure any collection of gases that may be introduced into the homes and businesses have been dispersed prior to pressurizing the sewer with smoke. Evacuation may be accomplished by removing the manhole covers of all manholes in the run, then placing a vacuum on the manhole where the blower is located, or, blowing air into the manhole.

12.10.3 If LEL is measured and the manhole cannot be properly ventilated, the next manhole upstream or downstream may need to be accessed to provide enough air flow to release the gas causing of the LEL alarm.

12.10.4 Unless otherwise approved by the AW Project Manager, dual blower smoke testing shall be performed on all designated sewer mains. This shall be accomplished by setting a blower on the upstream and downstream manholes of the tested line segment.

12.10.5 Only one line segment shall be tested at a time except line segments less than 100 feet, which may be included with the test of an adjacent line segment.

12.10.6 Each line segment tested shall be between adjacent manholes unless the configuration does not allow, such as end-of-line segments that are capped.

12.10.7 Each sewer segment 12 inches diameter or less shall be partially blocked using plugs or sandbags, where practical.

12.10.8 Flags shall be placed at each location in the right-of-way and easement where smoke is found at the ground surface to be exiting from the pipe. Digital color images shall be taken, and each location shall be associated with the main line asset identification number and street address. The digital color images shall be taken with a minimum 3-megapixel digital camera. File naming shall be consistent using the following convention: Using the upstream manhole structure ID_Date (YYMMDD)_Photo ID. The following is an example for manhole WN010065 on May 6, 2013 for photo number 8: WN010065_130506_008.jpg.

12.10.9 A flag shall also be placed on private property where smoke is found at the ground surface to be exiting from the pipe, photographed, and associated with the asset number and street address. For each street address with defects, record each defect on the property with the position of the defect referenced and dimensioned using permanent landmarks such as trees, curbs, driveways, buildings, etc.

12.10.10 For each flag location, dimensioned measurements, or GPS coordinates with submeter accuracy or better shall be recorded in a form approved by AW Project Manager.

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- 12.10.11 If several buildings serviced by the same sewer main are observed with no smoke visible from the vent stacks, the main line may be partially blocked or have sags which prevent smoke from travelling up the service lines. The smoke crews shall note this occurrence and shall review clean and TV records. If needed, the main line shall then be re-cleaned in order to improve smoke test results. After re-cleaning the main, the Contractor shall re-smoke the main for costs as specified in the bid sheet. Re-cleaning shall be at no additional cost.
- 12.10.12 When open cleanouts are found on the property line or within the ROW or easement, the smoke crew shall replace sewer cleanout caps supplied by AW. Parts will be supplied by AW. Cost of labor will be factored into cost per linear foot of wastewater main smoke tested.
- 12.10.13 When open cleanouts are found on private property, the smoke crew shall note the location in a form approved by AW Project Manager.
- 12.10.14 When defects are identified on private property, Contractor shall note this defect on the smoke testing report and also by hand deliver a defect related door hanger to the property in question which notifies the property owner of the general nature of the defect identified. Austin Water will provide a template for these defect-related door hangers. The Contractor will be responsible for printing and distributing these defect related door hangers to any property owners where defects are identified on private property.

13.0 Traffic Control and Permits

- 13.1 Contractor shall be responsible for obtaining Temporary Use of Right of Way Permits (TURP) from the City and the provision of and maintenance of temporary traffic control devices as required by the City of Austin.
- 13.2 Contractor shall be responsible for obtaining permits for any work performed in the Texas Department of Transportation right of way.
- 13.3 Contractor shall follow all federal, state, and local guidelines, resolutions, and ordinances.
- 13.4 Permit Application Process: City of Austin Transportation Department for the TURP:
- 13.4.1 Request for the use of City right-of-way, including sidewalks, traffic lanes, parking lanes or meters, for all purposes, shall be authorized by the Austin Transportation Department. Contractor will only be compensated for the actual permit costs. All other costs associated with the permitting process shall be subsidiary to other work.
- 13.4.2 Contractor shall be responsible for submitting an application for the Permit for a TURP. The application shall be submitted online through the Right of Way Management Network (ROWMAN) at www.austintexas.gov/rowman. Instructions for the process can be found at same website. Permits are required for all work temporarily using City of Austin Right of Way other than excavation, filming, non-construction related parking spaces, or street events. The Contractor shall coordinate with scheduled Right of Way work.
- 13.4.3 Some typical information that may be required to be provided along with the application will be:
- Approximate time frame of work for each manhole.
 - Possibility of intersection work.

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- Locations of each manhole and type of closure involved including sidewalk, parking, or traffic lane.
- Traffic Control Plan to address each type of closure scenario.

13.4.4 If any work to be performed disrupts the normal flow of traffic in work areas, the Contractor shall make every effort to minimize the disruption of traffic flow, comply with the City of Austin Transportation Criteria Manual, and Texas Department of Transportation Manual on Uniform Traffic Control Devices. The Contractor is required to use the City of Austin standard details as they apply. If any of these details are not appropriate for a specific work area, the Contractor shall inform the City with appropriate explanation and details.

13.4.5 The Contractor is responsible for the appropriate use of standard Traffic Control details that is available online at www.austintexas.gov/department/transportation

13.4.6 If any of these standard Traffic Control details are not appropriate for a specific work area, the Contractor shall inform the City with appropriate details and as required, the City will coordinate to have the City or its designee prepare an Engineered Traffic Control plan for the appropriate Work area.

13.4.7 When required by Right of Way Management, the City or its designee will prepare a Traffic Control Plan (TCP) by a Professional Engineer registered in the state of Texas, which shall be submitted to the City ROW Management for review and approval.

13.4.8 The Contractor shall schedule their work and provide adequate notification and planning for the preparation of Engineered Traffic Control Plans. For the purpose of this scope of work, adequate notice is 4 to 6 weeks in advance of the scheduled work.

14.0 **Safety**

14.1 The Contractor shall follow all applicable OSHA (Occupational and Safety Health Administration) rules for any jobs performed during this contract. The Contractor shall also follow industry standard safety procedures and other safety practices for all work performed under this contract.

14.2 The Contractor shall be responsible for the safety of their employees and if applicable, any subcontractors at all times. In addition, the Contractor and if applicable, any subcontractors shall provide a safe environment for the driving public and citizens during Contractor's activities.

14.3 The Contractor shall prepare and submit a Health and Safety Plan with their bid which will be reviewed and approved by the AW Safety Officer before any field activities take place. The City and AW Safety Officer will not accept any liability or release the Contractor from any safety responsibilities. The Contractor is responsible for adherence to their Health and Safety Plan throughout the life of the contract.

14.4 In the sewer environment, ignitable mixtures of sewer gases can be present under normal conditions, regardless of time.

14.5 Austin Water Security Specification & Badge Requirements

14.6 SP-1070 Facility Security Procedures for Contractors

15.0 Work Progress

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- 15.1 At the beginning of the Contract, the Contractor will be provided with Work Packets to initiate the permit application process. After the Contractor begins work, the City will monitor progress and assign additional packets as needed to maintain production levels. The Contractor can request additional packets; however, the City reserves the right to expect the Contractor to complete the majority of the assigned packets before additional packets will be assigned.
- 15.2 Austin Water has established performance measures for its Clean and TV operations. In order to meet these yearly performance measures, the Contractor shall clean and televise a monthly minimum footage. The monthly required footage shall be calculated by multiplying 1,500 linear feet of sanitary sewer main by the number of workdays in that particular month.
- 15.3 A workday is defined as Monday through Friday, not including any City holidays. Working on the weekends is acceptable with the AW Project Manager's prior notification. The City reserves the right to terminate the contract if the performance is not met in two consecutive months.
- 15.4 Workdays shall not be counted for the following instances. The AW Project Manager or representative shall be notified in each case.
- Special events such as:
 - South by Southwest (SXSW)
 - Austin City Limits (ACL) Music Festival
 - Formula 1 United States Grand Prix (Circuit of the Americas)
 - Bad weather days with heavy rain, ice, or snow that make work dangerous or equipment inoperable.
- 15.5 The Contractor shall provide a justification for any sanitary sewer mains that cannot be inspected by using the Condition Codes in **Table 3**. The justification shall be stated on the Comment Sheet defined in Section **17.1.2**.

16.0 **Acceptance of Work and Payment**

16.1 **Manhole Locating, Exposure, Inspection, and Post-Processing**

- 16.1.1 Compensation for manhole locating services shall be paid out for manhole locating services listed in the bid form. Located manholes have to be verified by the City personnel before payment is made.
- 16.1.2 CCTV Camera: The Contractor is expected to use their TV camera to assist in locating the manhole when necessary. Payment shall be made for the linear feet televised. The CCTV footage for each segment televised must be submitted to the City to be verified before payment is made.
- 16.1.3 Manhole Locating: Payment shall be made at the unit price bid per manhole located using signal transmitting device. Payment shall include the cost to run transmitting device via television crawler or jetter hose to the manhole location. Payment will be made only for manholes that are located.
- 16.1.4 Manhole Exposure: Payment shall be made for manholes exposed by the Contractor that are buried more than 1 inch in paved areas or more than 6 inches in unpaved areas.
- 16.1.5 Manhole Inspection: Payment shall be made at the unit price bid per MACP Level 2 manhole inspection satisfactorily performed. The measure and

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payment for all costs involve locating, inspecting, and preparing digital files for each manhole.

16.1.6 Manhole Post-Processing: Payment shall be made at the unit price bid per MACP Level 2 post-processing satisfactorily performed and will be based on completed post-processing for each manhole location based on the depth.

16.2 Sanitary Sewer Main Cleaning

16.2.1 Payment shall be made only after the video for each segment has been received and reviewed by the Austin Water.

16.2.2 The Contractor shall only invoice for packets of work that have been completed. Invoices for partially completed Packets will be denied unless an exception is approved in advance by Austin Water.

16.2.3 The Contractor shall anticipate utilizing both mechanical and hydraulic means and methods to clean the mains.

16.2.4 Measurement for light and heavy cleaning of sanitary sewer mains is on a per linear foot basis according to pipe diameter for all levels of cleaning. The measure and payment for all costs involved in light and heavy cleaning will be made at the bid unit price per linear foot of main line pipe according to the pipe diameter. Such payment shall include:

- Collection, removal of liquid wastes, soil, sand, and other debris.
- Decanting of liquid wastes into the sewer system.
- Loading wastes, soil, sand and other debris for transportation and disposal.
- Locating, exposing, and opening manholes with lids to grade for any depth.
- Reports, data entry digital photos, marking and finding defects, notifications, and traffic control.
- Any incidents, equipment, and/or materials necessary to complete the job.
- Mobilization, permitting filed and reporting efforts.

16.3 Disposal of Removed Liquids and Solids

16.3.1 Disposal of Removed Solids: Measurement for disposal of decanted solids is on a per cubic yard basis. Transportation, transportation documents, waste manifests, licensing of liquid waste haulers, permits, and associated fees, sanitation, and odor abatement measures of removed material and final disposal is included and part of this pay item "Disposal of Removed Solids". AW reserves the right to compare receiving container logs and final disposal volumes to Contractor manifests. AW reserves the right to account for discrepancies, adjust measurement volumes and payments.

16.4 Television Inspection and Equipment

16.4.1 Measurement for television inspection is on a linear foot basis from centerline to centerline of manholes according to pipe diameter. Payment for television inspection is made for the actual lengths of television inspection footage, as measured by the camera. Significant discrepancies from the length of pipe identified in the Work Plan shall be reconciled with the AW Project Manager. No payment will be made for the following:

- Poor or unacceptable-quality video: hazy, unclear, dark pictures, and insufficient detail of defects and joints.

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- Submitted inspections not properly formatted for input to AW's GraniteNet database and video storage system.
- Re-inspection of any segment without prior approval of the AW Project Manager.
- Mechanical cleaning without prior approval of the AW Project Manager.

16.4.2 Reverse Set-up for Internal TV Inspection: Payment is made per reverse set-up. The television inspection footage is made per linear foot, as measured by the camera.

16.5 Flow Management and By-Pass Pumping

16.5.1 Compensation for by-pass pumping shall be paid out of an allowance for by-pass pumping listed in the bid form. Costs allowable as part of the invoice for by-pass pumping operations include rental, delivery, setup, removal, testing, and startup of by-pass equipment, hoses, and accessories.

16.5.2 The Contractor's efforts to coordinate, assist, and oversee by-pass pumping operations shall be subsidiary and are not included as part of this allowance.

16.6 Software Update Allowance

16.6.1 Compensation for software updates shall be paid out of an allowance for software update listed in the bid form. Software update costs shall be based upon actual invoices from software companies or suppliers for the actual costs of the software. Required software and version number are shown below:

- GraniteNet 4.4.3
- Infor Public Sector v11

16.7 Allowance for Permits

16.7.1 Payment for permits shall be paid out of an allowance for permits listed in the bid form. The permitting costs shall be based upon invoices from the City of Austin for the actual costs of the permits. The Contractor's efforts to investigate, review, submit, re-submit, and obtain permits shall be subsidiary and are not included as part of this allowance.

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16.8 **Remote Easement Access**

16.8.1 Payment is based on linear feet of land cleared (such as brush, trees, etc.) in order to access mains and manholes. For main line segments, the televised footage can be used for linear feet of land cleared. If there is any question on what can be removed, contact AW Project Manager or Representative to assess the situation.

16.9 **Trenchless Sewer Point Repairs**

16.9.1 Measurement for trenchless sewer point repairs is based on each repair of four linear feet in length according to pipe diameter. The contract unit price is full payment for repairs that have met the standards for final acceptance.

16.9.2 Mark Locations: Payment is based on each defect in the main or laterals (in need of immediate repair), T connection, or buried manhole that is located using radio frequency transmitter and receiver.

16.10 **Payment Request**

16.10.1 Payment Request shall be submitted on the 1st and the 15th day of each month. Only two invoices or packets of invoices are to be submitted each month. Additional invoices on other dates will not be accepted unless approved by Austin Water.

17.0 **Deliverables**

17.1 The Contractor shall maintain the following Reports for each work order and submit them with each Invoice. Additional copies will be provided to the Contractor upon request.

17.1.1 **Invoice Billing Spreadsheet**

The invoice billing spreadsheet shall be completed and included with the Invoice for each packet of work being submitted. The Contractor is responsible for reproduction, recording, and documentation of the spreadsheet.

17.1.2 **Inspection Worksheet and Comment Sheet**

The inspection worksheet and comment sheet shall be completed and included with the Invoice for each packet of work being submitted. The comment sheet shall state the reason why an inspection could not be completed as well as other relevant observations. The Contractor is responsible for reproduction, recording, and documentation of the worksheet.

17.1.3 In **Tables 1 and 2**, the City has provided examples of the Invoice Billing Spreadsheet and Inspection Worksheets that the Contractor will maintain and submit with each Invoice. These spreadsheets will be made available to the Contractor upon request.

18.0 **City Requirements**

The City will:

18.1 Provide a contract manager or designee who will schedule the service.

18.2 Schedule a contract kick-off meeting within five (5) business days of contract award to discuss the project.

18.3 Provide the contractor with copies of the applicable City Standard Specifications at the mandatory pre-bid meeting.

18.4 Provide detailed maps of area(s) to be worked.

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- 18.5 Perform random performance checks at job sites to ensure compliance.
- 18.6 Not be responsible for any lost or damaged equipment left or stored, by the contractor, on city property.

19.0 **Omissions**

It is the intent of this scope of work to acquire complete televising, cleaning, smoke testing, and trenchless point repair of sanitary sewer collection system pipes for the City. Any services that have been omitted from this scope of work which are clearly necessary for the completion and legal operation of this service are to be considered a requirement, although not directly specified or called for in this scope of work. These omissions shall be brought to the immediate attention of the authorized point of contact listed in the solicitation documents and a determination shall be made as to whether the requirements are to be incorporated into the solicitation.



**ADDENDUM
CLEANING, TELEVISIONING, INSPECTING
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 WJT1007 Addendum No: 1 Date of Addendum: 07/02/2021

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

I. Additional Information:

1) The Pre-Bid Conference attendance list is attached.

II. Due date for Questions hereby changed to Close of Business on July 9, 2021.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Alayne JOHNSON
Name

Alayne Johnson
Authorized Signature

7-19-2021
Date

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



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

Solicitation: IFB 2200 WJT1007

Addendum No: 2

Date of Addendum: July 9, 2021

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

I. Questions:

- 1.Q Per section 10.4.5 or we not to inspect new manholes located during field work?
1. A When a new manhole is found in the field, steps will be provided to the contractor to create inspection in the field.
- 2.Q What are the requirements to start heavy cleaning? Is more than 3 passes with a nozzle is considered heavy cleaning, or is there a different decision matrix?
2. A Heavy cleaning is defined as having to remove roots or deposits mechanically, or if you have to make more than one pass hydraulically to clean a line. Approval is required before any mechanical means are used (chain-knockers, root cutters, etc)
- 3.Q Per section 11.3.1 we must dump debris daily at the treatment plant. The cleaning trucks can take weeks to fill up with debris, however. Will it be acceptable to only dump debris when needed?
3. A Yes
- 4.Q What percentage or count of service laterals is AW intending to inspect?
4.A When the City implements in sewer lateral inspection program – LACP module, all sewer laterals will be inspected.
- 5.Q Can more information regarding cleaning and inspection expectations on the flumes and vortex's be provided?
5.A All that will be required for flumes and vortexes is cleaning only. No televising of flumes and vortexes.
- 6.Q What is the qualifier for the remote easement access line item and how is this tracked and approved?
6.A Remote easement access is when the contractor has to inspect lines off the roadway, including wooded areas. The linear feet of easement access should equal your televised footage for that segment.
- 7.Q What defects are considered major defects that require the ground to be marked?
7.A Major defects are defects that the contractor deems could cause an imminent pipe failure, when there is wastewater leaving the pipe, or a potential sanitary sewer overflow (SSO).
- 8.Q For sewer lateral cleaning and CCTV, what is the distance expected to be televised? Is it the ROW/ property line, foundation, or some other mark? If going past the ROW that the City owns, will AW be gaining access from private property owners for the contractor to televise the lateral past ROW?
8.A The City lateral is from ROW to the main. No inspection is expected from the ROW to the house.
- 9.Q In section 12.4 it discusses using pH paper on the walls of pipes, but there is no description of when this is to be completed. Is this anticipated to be completed on each manhole inspected? This task will require a confined space entry to complete and will raise the price for manhole inspections.
9.A We will remove the sections of 12.4 that pertain to pH readings. (12.4.2, 12.4.3, 12.4.4, 12.4.5, 12.4.6)

- 10.Q Line item 45 on the Bid Doc describes exposing manholes in paved and unpaved areas. Is the objective of this line item to verify the location of a buried manhole for raising later, for the manhole to be 100% exposed by the field crew, or for a construction crew provided by the contractor that will expose and raise the manhole?
- 10.A Exposing manholes is meant to be for the contractor to locate the manholes where they are performing cleaning and TV inspection. This will allow the contractor to have access performing the activities including manhole inspection.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: William J. Toler Digitally signed by William J. Toler Date: 2021.07.09 12:45:02 -05'00' _____ Date _____
 Buyer's Name, Buyers Title
 Purchasing Office, Buyer's Phone Number

ACKNOWLEDGED BY: Alayne JOHNSON Alayne Johnson 7-19-21
 Name Authorized Signature Date

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



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

Solicitation: IFB 2200 WJT1007

Addendum No: 3

Date of Addendum: July 13, 2021

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

I. Questions:

1.Q Will the COA require a Bid Bond?

1. A Bid Bond will not be required.

2.Q If we need assistance with the Subcontracting Utilization Form who can we call for assistance regarding SMBR Compliance only?

2. A Kenneth Kalu at 512-974-7621 – Kenneth.Kalu@austintexas.gov.

3.Q Can we get a sample of the pre-generated GraniteNET database in the version the City of Austin currently uses?

3. A See attached:
Exhibit A - Example of needed GraniteNet database interface and data.
Exhibit B – GraniteNet Version requirement. Version 4.4.3.1.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: William J. Toler
Buyer's Name, Buyers Title
Purchasing Office, Buyer's Phone Number

Digitally signed by William J. Toler
Date: 2021.07.13 17:23:23 -05'00'

Date

ACKNOWLEDGED BY:
Alayne Johnson
Name

Alayne Johnson
Authorized Signature

7-19-21
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.

Exhibit B



GraniteNet Advanced

Version: 4.4.2.1

Registered by:

User name: cues

Organization: Austin, City of (TX)

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Mapping API provided by Esri ArcGIS Runtime SDK for .NET

System Info...

OK



**ADDENDUM
CLEANING, TELEVISIONING, INSPECTING
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 WJT1007

Addendum No: 4

Date of Addendum: 07/19/2021

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

- I. **Extension:** The proposal due date is hereby extended until 2:00 p.m. Tuesday, July 27, 2021 to allow additional time for bids to be submitted.
- II. **Additional Information:** ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Alayne Johnson
Name

Alayne Johnson
Authorized Signature

7/26/21
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.

**PRICE SHEET
CITY OF AUSTIN
Televising, Cleaning, Inspections, and Trenchless Point Repair of Sanitary Sewer Collection System Pipes**

Solicitation No# WJT1007

Print Company Name

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of your Offer. Failure to respond to all sections of this Price Sheet or altering this Price Sheet may result in the disqualification of the Bidder's offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. Quantities will be as-needed and specified by the City for each order.

It is anticipated that two contracts will be awarded under this procurement, one for City wide (outside Downtown and DAPCZ area) and one for the DAPCZ. It is estimated that approximately \$1.5 million each fiscal year will be spent using contract services to clean and TV inspect the City's collection system.

Category 1 -Austin City limits - (Outside Downtown and DAPCZ area)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Light Cleaning of 4 inch, all depths, pipe materials	600	LF	\$ 0.45	\$ 270.00
2	Light Cleaning of 6 inch, all depths, pipe materials	34,800	LF	\$ 0.52	\$ 18,096.00
3	Light Cleaning of 8 inch, all depths, pipe materials	226,500	LF	\$ 0.52	\$ 117,780.00
4	Light Cleaning of 10 inch, all depths, pipe materials	8,000	LF	\$ 0.55	\$ 4,400.00
5	Light Cleaning of 12 inch, all depths, pipe materials	26,000	LF	\$ 0.70	\$ 18,200.00
6	Light Cleaning of 15 to 21 inch main, all depths, all pipe materials	27,000	LF	\$ 0.80	\$ 21,600.00
7	Light Cleaning of 24 to 30 inch main, all depths, all pipe materials	30,000	LF	\$ 0.90	\$ 27,000.00
8	Light Cleaning of 32 to 36 inch main, all depths, all pipe materials	9,000	LF	\$ 0.95	\$ 8,550.00
9	Light Cleaning of 42 inch main, all depths, all pipe materials	8,000	LF	\$ 0.95	\$ 7,600.00
10	Light Cleaning of 48 inch mains, all depths, all pipe materials	8,000	LF	\$ 0.95	\$ 7,600.00
11	Light Cleaning of 54 inch mains, all depths, all pipe materials	8,000	LF	\$ 0.95	\$ 7,600.00
12	Light Cleaning of 60 inch mains, all depths, all pipe materials	3,000	LF	\$ 1.05	\$ 3,150.00
13	Heavy Cleaning 4 inch, all depths, all pipe materials	1,000	LF	\$ 0.45	\$ 450.00
14	Heavy Cleaning 6 inch, all depths, all pipe materials	5,000	LF	\$ 0.52	\$ 2,600.00
15	Heavy Cleaning 8 inch, all depths, all pipe materials	3,000	LF	\$ 0.52	\$ 1,560.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
16	Heavy Cleaning 10 and 12 inch, all depths, all pipe materials	2,000	LF	\$ 0.55	\$ 1,100.00
17	Heavy Cleaning 15 to 21 inch all depths, all pipe materials	1,000	LF	\$ 0.85	\$ 850.00
18	Heavy Cleaning of 24 to 30 inch main, all depths, all pipe materials	300	LF	\$ 0.90	\$ 270.00
19	Heavy Cleaning of 32 to 36 inch main, all depths, all pipe materials	600	LF	\$ 0.90	\$ 540.00
20	Heavy Cleaning of 42 inch main, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00
21	Heavy Cleaning of 48 inch mains, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00
22	Heavy Cleaning of 54 inch mains, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00
23	Heavy Cleaning of 60 inch mains, all depths, all pipe materials	300	LF	\$ 1.05	\$ 315.00
24	Cleaning of Flume all sizes, all depths, pipe materials, all levels of cleanings	3	EA	\$ 800.00	\$ 2,400.00
25	Cleaning of Vortex, all sizes without entry, all depths, pipe materials, all levels of cleanings.	10	EA	\$ 1,900.00	\$ 19,000.00
26	Cleaning of Vortex, all sizes with entry all depths, pipe materials, all levels of cleanings.	3	EA	\$ 2,999.00	\$ 8,997.00
27	Television Inspection, Flume, all depths	3	LF	\$ 100.00	\$ 300.00
28	Television Inspection Vortex, top bowl and bottom bowl, all depths without manned entry	3	LF	\$ 100.00	\$ 300.00
29	Television Inspection Vortex, top bowl and bottom bowl, all depths, with manned entry	3	LF	\$ 100.00	\$ 300.00
30	Disposal of Removed Solids	500	CY	\$ 8.00	\$ 4,000.00
31	Television Inspection 4-inch, all depths	600	LF	\$ 0.45	\$ 270.00
32	Television Inspection 6-inch, all depths	34,800	LF	\$ 0.55	\$ 19,140.00
33	Television Inspection 8-inch, all depths	226,500	LF	\$ 0.38	\$ 86,070.00
34	Television Inspection 10-inch, all depths	8,000	LF	\$ 0.38	\$ 3,040.00
35	Television Inspection 12-inch, all depths	26,000	LF	\$ 0.38	\$ 9,880.00
36	Television Inspection 15-20 inch, all depths	27,000	LF	\$ 0.65	\$ 17,550.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
37	Television Inspection 24-30 inch, all depths	30,000	LF	\$ 0.70	\$ 21,000.00
38	Television Inspection 32-36 inch, all depths	9,000	LF	\$ 0.75	\$ 6,750.00
39	Television Inspection 42-inch, all depths	8,000	LF	\$ 0.80	\$ 6,400.00
40	Television Inspection 48-inch, all depths	8,000	LF	\$ 0.85	\$ 6,800.00
41	Television Inspection 54 inch mains, all depths	8,000	LF	\$ 1.00	\$ 8,000.00
42	Television Inspection 60 inch mains, all depths	2,000	LF	\$ 1.00	\$ 2,000.00
43	Reverse Set-up for Internal TV Inspection	10	EA	\$ 25.00	\$ 250.00
44	Manholes Locating Special Field Services	300	EA	\$ 50.00	\$ 15,000.00
45	Manhole Exposure (manhole buried more than 1-inches in paved areas and more than 12-inches in unpaved areas)	30	EA	\$ 70.00	\$ 2,100.00
46	Manhole Inspection (MACP Level 2) for all sizes, depths from 4' to 30'	450	EA	\$ 60.00	\$ 27,000.00
47	Manhole Inspection (MACP Level 2) for all sizes, depths from 31' to 60'	100	EA	\$ 70.00	\$ 7,000.00
48	Manhole Inspection (MACP Level 2) for all sizes, depths from 61' to 80'	100	EA	\$ 70.00	\$ 7,000.00
49	Allowance for Bypass Pumping Set-up and Operation	1	Allowance	\$ 25,000.00	\$ 25,000.00
50	Allowance for Software Update	1	Allowance	\$ 25,000.00	\$ 25,000.00
51	Allowance for Permit Cost	1	Allowance	\$ 5,000.00	\$ 5,000.00
52	Remote Easement Access	50,000	LF	\$ 1.00	\$ 50,000.00
53	Trenchless Sewer Point Repair 4" through 10", up to 10' depth, 5' Min in length	3	EA	\$ 2,500.00	\$ 7,500.00
54	Trenchless Sewer Point Repair 4" through 10", 10' to 15' depth, 5' Min in length	3	EA	\$ 2,500.00	\$ 7,500.00
55	Trenchless Sewer Point Repair 4" through 10", Over 15' depth, 5' Min in length	3	EA	\$ 2,500.00	\$ 7,500.00
56	Trenchless Sewer Point Repair 12" through 15", up to 10' depth, 5' Min in length	2	EA	\$ 3,000.00	\$ 6,000.00
57	Trenchless Sewer Point Repair 12" through 15", 10' to 15' depth, 5' Min in length	2	EA	\$ 3,000.00	\$ 6,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
58	Trenchless Sewer Point Repair 12" through 15", Over 15' depth, 5' Min in length	2	EA	\$ 3,000.00	\$ 6,000.00
59	Trenchless Sewer Point Repair 18" through 24", up to 10', depth 5' Min in length	2	EA	\$ 3,750.00	\$ 7,500.00
60	Trenchless Sewer Point Repair 18" through 24", 10' to 15', depth 5' Min in length	2	EA	\$ 3,750.00	\$ 7,500.00
61	Trenchless Sewer Point Repair 18" through 24", Over 15' depth, 5' Min in length	2	EA	\$ 3,750.00	\$ 7,500.00
62	Mark location of defect, T connection, or buried manhole on ground using radio frequency transmitter and receiver	40	EA	\$ 52.00	\$ 2,080.00
63	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 4-inch, all depths, starting at CCO	500	LF	\$ 1.50	\$ 750.00
64	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 4-inch, all depths, starting at Manhole	50	LF	\$ 3.50	\$ 175.00
65	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 6-inch, all depths, starting at CCO	1,000	LF	\$ 1.50	\$ 1,500.00
66	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 6-inch, all depths, starting at Manhole	100	LF	\$ 3.50	\$ 350.00
67	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 8-inch, all depths, starting at CCO	50	LF	\$ 1.50	\$ 75.00
68	Optional Bid #1- Cleaning of Sanitary Sewer Lateral, 8-inch, all depths, starting at Manhole	10	LF	\$ 3.50	\$ 35.00
69	Optional Bid #1- Televising of Sanitary Sewer Lateral, 4-inch, all depths, starting at CCO	500	LF	\$ 1.50	\$ 750.00
70	Optional Bid #1- Televising of Sanitary Sewer Lateral, 4-inch, all depths, starting at Manhole	50	LF	\$ 3.50	\$ 175.00
71	Optional Bid #1- Televising of Sanitary Sewer Lateral, 6-inch, all depths, starting at CCO	1,000	LF	\$ 1.50	\$ 1,500.00
72	Optional Bid #1- Televising of Sanitary Sewer Lateral, 6-inch, all depths, starting at Manhole	100	LF	\$ 3.50	\$ 350.00
73	Optional Bid #1- Televising of Sanitary Sewer Lateral, 8-inch, all depths, starting at CCO	50	LF	\$ 1.50	\$ 75.00
74	Optional Bid #1- Televising of Sanitary Sewer Lateral, 8-inch, all depths, starting at Manhole	10	LF	\$ 3.50	\$ 35.00
75	Optional Bid #2- Smoke Testing sewer mains 12" and smaller	104,000	LF	\$ 0.55	\$ 57,200.00
76	Optional Bid #2- Smoke Testing sewer mains greater than 12"	12,000	LF	\$ 0.60	\$ 7,200.00
SUB-TOTAL PRICE - Category 1				\$771,183.00	
Category 2 - The Downtown Austin Project Coordination Zone - (DAPCZ) - As noted on Exhibit 1 Page 1 and 2.					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
77	Light Cleaning of 4 inch, all depths, all pipe materials	552	LF	\$ 0.45	\$ 248.47
78	Light Cleaning of 6 inch, all depths, all pipe materials	43,579	LF	\$ 0.52	\$ 22,660.86
79	Light Cleaning of 8 inch, all depths, all pipe materials	80,231	LF	\$ 0.52	\$ 41,720.11
80	Light Cleaning of 10 inch, all depths, all pipe materials	4,128	LF	\$ 0.55	\$ 2,270.42
81	Light Cleaning of 12 inch, all depths, all pipe materials	11,167	LF	\$ 0.70	\$ 7,817.17
82	Light Cleaning of 15 to 21 inch main, all depths, all pipe materials	12,147	LF	\$ 0.80	\$ 9,717.62
83	Light Cleaning of 24 to 30 inch main, all depths, all pipe materials	4,206	LF	\$ 0.90	\$ 3,785.80
84	Light cleaning of 32 to 36 inch main, all depths, all pipe materials	5,811	LF	\$ 0.95	\$ 5,520.10
85	Light Cleaning of 42 inch main, all depths, all pipe materials	1,862	LF	\$ 0.95	\$ 1,768.90
86	Light Cleaning of 48 inch mains, all depths, all pipe materials	1,862	LF	\$ 0.95	\$ 1,768.90
87	Light Cleaning of 54 inch mains, all depths, all pipe materials	1,309	LF	\$ 0.95	\$ 1,243.55
88	Light Cleaning of 60 inch mains, all depths, all pipe materials	291	LF	\$ 1.05	\$ 305.76
89	Heavy Cleaning 4 inch, all depths, all pipe materials	237	LF	\$ 0.45	\$ 106.49
90	Heavy Cleaning 6 inch, all depths, all pipe materials	18,677	LF	\$ 0.52	\$ 9,711.80
91	Heavy Cleaning 8 inch, all depths, all pipe materials	34,385	LF	\$ 0.52	\$ 17,880.05
92	Heavy Cleaning of 10 and 12 inch, all depths, all pipe materials	1,769	LF	\$ 0.55	\$ 973.04
93	Heavy Cleaning of 15 to 21 inch all depths, all pipe materials	4,786	LF	\$ 0.85	\$ 4,068.12
94	Heavy Cleaning of 24 to 30 inch main, all depths, all pipe materials	300	LF	\$ 0.90	\$ 270.00
95	Heavy Cleaning of 32 to 36 inch main, all depths, all pipe materials	600	LF	\$ 0.90	\$ 540.00
96	Heavy Cleaning of 42 inch main, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00
97	Heavy Cleaning of 48 inch mains, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
98	Heavy Cleaning of 54 inch mains, all depths, all pipe materials	300	LF	\$ 0.95	\$ 285.00
99	Heavy Cleaning of 60 inch mains, all depths, all pipe materials	300	LF	\$ 1.05	\$ 315.00
100	Disposal of Removed Solids	50	CY	\$ 8.00	\$ 400.00
101	Television Inspection 4-inch, all depths	789	LF	\$ 0.45	\$ 354.96
102	Television Inspection 6-inch, all depths	62,255	LF	\$ 0.55	\$ 34,240.31
103	Television Inspection 8-inch, all depths	114,616	LF	\$ 0.38	\$ 43,553.97
104	Television Inspection 10-inch, all depths	5,897	LF	\$ 0.38	\$ 2,240.94
105	Television Inspection 12-inch, all depths	15,953	LF	\$ 0.38	\$ 6,062.29
106	Television Inspection 15-20 inch, all depths	17,353	LF	\$ 0.65	\$ 11,279.39
107	Television Inspection 24-30 inch, all depths	6,009	LF	\$ 0.70	\$ 4,206.44
108	Television Inspection 32-36 inch, all depths	8,301	LF	\$ 0.75	\$ 6,225.68
109	Television Inspection 42-inch, all depths	2,660	LF	\$ 0.80	\$ 2,128.00
110	Television Inspection 48-inch, all depths	2,660	LF	\$ 0.85	\$ 2,261.00
111	Television Inspection 54 inch, all depths	1,870	LF	\$ 1.00	\$ 1,870.00
112	Television Inspection 60 inch, all depths	416	LF	\$ 1.00	\$ 416.00
113	Reverse Set-up for Internal TV Inspection	50	EA	\$ 25.00	\$ 1,250.00
114	Manholes Locating Special Field Services	100	EA	\$ 50.00	\$ 5,000.00
115	Manhole Exposure (manhole buried more than 1-inches in paved areas and more than 12-inches in unpaved areas)	40	LF	\$ 70.00	\$ 2,800.00
116	Manhole Inspection for all sizes, depths from 4' to 30'	400	EA	\$ 60.00	\$ 24,000.00
117	Manhole Inspection for all sizes, depths from 30' to 60'	10	EA	\$ 70.00	\$ 700.00
118	Manhole Inspection for all sizes, depths from 60' to 80'	10	EA	\$ 70.00	\$ 700.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
119	Allowance for Bypass Pumping Set-up and Operation for 4" to 24" sewer main.	1	Allowance	\$ 25,000.00	\$ 25,000.00
120	Allowance for Software Update	1	Allowance	\$ 25,000.00	\$ 25,000.00
121	Allowance for Permit Cost	1	Allowance	\$ 5,000.00	\$ 5,000.00
122	Remote Easement Access	500	LF	\$ 1.00	\$ 500.00
123	Trenchless Sewer Point Repair 4" through 10", up to 10' depth, 5' Min in length	1	EA	\$ 3,200.00	\$ 3,200.00
124	Trenchless Sewer Point Repair 4" through 10", 10' to 15' depth, 5' Min in length	1	EA	\$ 3,200.00	\$ 3,200.00
125	Trenchless Sewer Point Repair 4" through 10", Over 15' depth, 5' Min in length	1	EA	\$ 3,200.00	\$ 3,200.00
126	Trenchless Sewer Point Repair 12" through 15", up to 10' depth, 5' Min in length	1	EA	\$ 3,650.00	\$ 3,650.00
127	Trenchless Sewer Point Repair 12" through 15", 10' to 15' depth, 5' Min in length	1	EA	\$ 3,650.00	\$ 3,650.00
128	Trenchless Sewer Point Repair 12" through 15", Over 15' depth, 5' Min in length	1	EA	\$ 3,650.00	\$ 3,650.00
129	Trenchless Sewer Point Repair 18" through 24", up to 10', depth 5' Min in length	1	EA	\$ 3,750.00	\$ 3,750.00
130	Trenchless Sewer Point Repair 18" through 24", 10' to 15', depth 5' Min in length	1	EA	\$ 3,750.00	\$ 3,750.00
131	Trenchless Sewer Point Repair 18" through 24", Over 15' depth, 5' Min in length	1	EA	\$ 3,750.00	\$ 3,750.00
132	Mark location of defect, T connection, or buried manhole on ground using radio frequency transmitter and receiver	50	EA	\$ 52.00	\$ 2,600.00
TOTAL Price - Category 2				\$373,136.11	
SUB-TOTAL PRICE - Category 1 and 2				\$1,144,319.11	
Category 3 - Manhole Locating and Inspection Per Scope of Work 10.4					
134	Manholes Locating Special Field Services	100	EA	\$ 50.00	\$ 5,000.00
135	Manhole Exposure (manhole buried more than 6-inches in unpaved areas)	50	EA	\$ 70.00	\$ 3,500.00
136	Remote Easement Access	30	LF	\$ 1.00	\$ 30.00
137	Manhole Inspection (MACP Level 2) for all sizes, depths from 4' to 30'	3,000	EA	\$ 60.00	\$ 180,000.00
138	Manhole Inspection (MACP Level 2) for all sizes, depths from 30' to 60'	500	EA	\$ 70.00	\$ 35,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
139	Manhole Inspection (MACP Level 2) for all sizes, depths from 60' to 80'	100	EA	\$ 70.00	\$ 7,000.00
140	Manholes Post Processing to MACP Level 2 for all sizes, depth from 4' to 30'	2,000	EA	\$ 20.00	\$ 40,000.00
141	Manholes Post Processing to MACP Level 2 for all sizes, depth from 31' to 60'	500	EA	\$ 20.00	\$ 10,000.00
142	Manholes Post Processing to MACP Level 2 for all sizes, depth from 60' to 80'	100	EA	\$ 20.00	\$ 2,000.00
143	Allowance for Software Update	1	Allowance	25,000.00	25,000.00
144	Allowance for Permit Cost	1	Allowance	5,000.00	5,000.00
Total Price - Category 3				\$312,530.00	
TOTAL PRICE Category 1, 2 and 3				\$1,456,849.11	