Amendment No. 4
to
Contract No. NA130000103
for
Wastewater Flow Monitoring Services
between
RJN Group Inc.
and the
City of Austin

1.0 The City hereby exercises an additional 120-day holdover for the above-referenced contract. Effective August 24, 2016 term for the holdover will be August 24, 2016 until December 23, 2016.

2.0 The total contract amount remains unchanged for the holdover period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 4/26/13 – 4/25/14	$525,390.00	$525,390.00
Amendment No. 1: Option 1 4/26/14 – 4/25/15	$525,390.00	$1,050,780.00
Amendment No. 2: Option 2 4/26/15 – 4/25/16	$525,390.00	$1,576,170.00
Amendment No. 3: 120-day holdover 4/26/16 – 8/23/16	$0.00	$1,576,170.00
Amendment No. 4: 120-day holdover 8/24/16 – 12/23/16	$0.00	$1,576,170.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the unchanged.

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

Signature & Date: 6/30/16

Printed Name: Jeff Plymale
Executive Vice President

Authorized Representative
RJN Group Inc.
13785 Research Blvd. Ste.125
Austin, Texas 78750

Signature & Date: 6/30/16

Shawn Willett, Deputy Purchasing Officer
City of Austin
Purchasing Office

Amendment No. 3
to
Contract No. NA130000103
for
Wastewater Flow Monitoring Services
between
RJN Group, Inc.
and the
City of Austin

1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

> "Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

2.0 Effective April 26, 2016, the term for the hold over will be April 26, 2016 to August 23, 2016.

3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 4/26/13 – 4/25/14	$525,390.00	$525,390.00
Amendment No. 1: Option 1 4/26/14 – 4/25/15	$525,390.00	$1,050,780.00
Amendment No. 2: Option 2 4/26/15 – 4/25/16	$525,390.00	$1,576,170.00
Amendment No. 3: 120-day Holdover 4/26/16 – 8/23/16	$0.00	$1,576,170.00

4.0 MBE/WBE goals were not established for this contract.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Danielle Lord 3/21/16

Danielle Lord, Corporate Purchasing Manager
City of Austin Purchasing Office

Amendment No. 2
to
Contract No. NA130000103
for
Wastewater Flow Monitoring Services
between
RJN Group Inc.
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 26, 2015 term for the extension option will be April 26, 2015 to April 25, 2016 and there are no remaining options.

2.0 The total contract amount is increased by $525,390.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 4/26/13 – 4/25/14	$525,390.00	$525,390.00
Amendment No. 1: Option 1 4/26/14 – 4/25/15	$525,390.00	$1,050,780.00
Amendment No. 2: Option 2 4/26/15 – 4/25/16	$525,390.00	$1,576,170.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the unchanged.

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

Signature & Date: 4-2-15

Printed Name: Jeff Plymale
Authorized Representative Executive V.P.

RJN Group Inc.
13785 Research Blvd. Ste.125
Austin, Texas 78750

Signature & Date: 4/17/15

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Amendment No. 1
to
Contract No. NA130000103
for
Wastewater Flow Monitoring Services
between
RJN Group Inc.
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 26, 2014 term for the extension option will be April 26, 2014 to April 25, 2015 and there is one remaining option.

2.0 The total contract amount is increased by $525,390.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 4/26/13 – 4/25/14	$525,390.00	$525,390.00
Amendment No. 1: Option 1 4/26/14 – 4/25/15	$525,390.00	$1,050,780.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the unchanged.

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

Signature & Date:

Printed Name: Paul Jeffrey Plymale
Authorized Representative Vice President

RJN Group Inc.
13785 Research Blvd. Ste.125
Austin, Texas 78750

Signature & Date:

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Financial and Administrative Service Department
Purchasing Office
P.O. Box 1088, Austin, TX 78767

April 26, 2013

RJN Group, Inc.
Attn: Jeff Plymale
13785 Research Blvd., Suite 125
Austin, TX 78750

Dear Jeff:

The Austin City Council approved the execution of a contract with your company for Wastewater Flow Monitoring Services in accordance with the referenced solicitation.

Responsible Department:	Austin Water Utility
Department Contact Person:	Soo Koon Soon
Department Contact Email Address:	SooKoon.Soon@austintexas.gov
Department Contact Telephone:	512-972-2056
Project Name:	Wastewater Flow Monitoring Services
Contractor Name:	RJN Group, Inc.
Contract Number:	NA130000103
Contract Period:	04/26/2013 - 04/25/2014
Dollar Amount	$525,390.00
Extension Options:	Two 12-Month Options
Requisition Number:	RQM 2200 13021500216
Solicitation Number:	IFB-BV GAL0047
Agenda Item Number:	38
Council Approval Date:	04/25/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Lydia Torres, Contract Manager at 512-972-0329.

Sincerely,

Gage Loots
Senior Buyer
Purchasing Office
Finance and Administrative
Service Department

cc: Soo Koon Soon, AWU
Lydia Torres, AWU

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
RJN Group, Inc. ("Contractor")
for
Wastewater Flow Monitoring Services
Contract NA130000103

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

This Contract is between RJN Group, Inc. having offices at 13785 Research Blvd., Suite 125, Austin, TX 78750 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB-BV GAL0047.

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

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid Best Value (IFB-BV), GAL0047 including all documents incorporated by reference

1.1.3 RJN Group, Inc. Offer, dated March 18, 2013, including subsequent clarifications

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

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 **Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $525,390.00 for the initial Contract term and $525,390.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

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

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

CITY OF AUSTIN

Printed Name of Authorized Person: Gage Loots

Signature:

Title: Senior Buyer

Date 4/26/13

City of Austin, Reviewed and Approved
Steve Aden, Purchasing Manager

4/26/13
Signature and Date

INVITATION FOR BID BEST-VALUE ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID BEST VALUE: GAL0047 ADDENDUM NO. 2
DATE OF ADDENDUM: March 11, 2013

This addendum is to incorporate the following:

Q1. Specification AWU-131 (Section 0500, part 4.15) states that Contractor shall loan the software package to the City. What is the period of the loan and does the City require training on the software?

A1. The software package with be returned to the Contractor upon completion of the project. No, the City does not require training on the software.

Q2. In what intervals shall the Contractor's meters read flow data?

A2. The Contractor's meters shall read flow data in five (5) minute intervals. This stated interval shall also supersede the interval stated in Specification AWU-131 (Section 0500, part 4.15).

Q3. What is the initial term of the contract?

A3. The initial term is twelve (12) months. Please be advised of a typo in the Supplemental Purchase Provisions (Section 0400, part 5) that inconsistently stated that the initial term was "twenty-four (12)" months.

Q4. Does the City require pricing for all line items on the Bid Sheet (Section 0600)?

A4. Yes. Please be advised that a bid of zero (0) for any line item will be interpreted to mean that the Contractor shall perform the services at no cost to the City.

The Sign-in Sheets and Agenda from the Pre-Bid Conference are attached to this addendum.

All other terms and conditions remain the same.

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

APPROVED BY:

Gage Loots, Senior Buyer
Purchasing Office, 512-972-4009

ACKNOWLEDGED BY:

RJN Group, Inc.		3/13/2013
SUPPLIER	**AUTHORIZED SIGNATURE**	**DATE**

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

INVITATION FOR BID BEST-VALUE ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID BEST VALUE: GAL0047 ADDENDUM NO. 1
DATE OF ADDENDUM: March 7, 2013

This addendum is to incorporate the following change:

Specification AWU-131 (Section 0500) is hereby modified to add part 3.4.c.:

3.4.c. Sigma 940 Intrinsically Safe Meter as manufactured by Hach Company.

****For clarification, the above meter is added as an approved meter.****

All other terms and conditions remain the same.

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

APPROVED BY:

Gage Loots, Senior Buyer
Purchasing Office, 512-972-4009

ACKNOWLEDGED BY:

RJN Group, Inc.		3/12/2013
SUPPLIER	**AUTHORIZED SIGNATURE**	**DATE**

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

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

SOLICITATION NO: GAL0047

DATE ISSUED: MARCH 4, 2013

COMMODITY/SERVICE DESCRIPTION: WASTEWATER FLOW MONITORING SERVICES

REQUISITION NO.: RQM 2200 13021500216

COMMODITY CODE: 96169

PRE-BID CONFERENCE TIME AND DATE: 9:00 AM ON MARCH 8, 2013

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 335.1, AUSTIN, TEXAS 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

GAGE LOOTS
Senior Buyer
Phone: (512) 972-4009

BID DUE PRIOR TO: 12:30 PM ON MARCH 19, 2013

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 12:30 PM ON MARCH 19, 2013

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 310, AUSTIN, TEXAS 78701

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

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

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

SUBMIT 1 ORIGINAL, 3 SIGNED COPIES & 1 CD/FLASH DRIVE OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Allan D. Hollenbeck — Signature of Person Authorized to Sign Offer

Alan J. Hollenbeck, P.E., President/CEO — Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted] Date: 3/18/2013

Company Name: RJN Group, Inc.

Address: 13785 Research Boulevard, Suite 125

City, State, Zip Code: Austin, TX 78750

Phone No. (512) 655-2201 Fax No. (972) 437-2707

Email Address: jplymale@rjn.com

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

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

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

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

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

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

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

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

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

17. **RIGHT TO AUDIT**:

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

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

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

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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

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

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

    B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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

31. **INDEMNITY**:

A. Definitions:

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

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

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

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

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

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

    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 Deliverables containing copyrightable 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 38 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 works 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) 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-made-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 obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. 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 desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **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.

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

41. **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.

42. **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.

43. **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.

44. **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.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **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.

49. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **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.

52. **HOLIDAYS:** The following holidays are observed by the City:

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

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

53. **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.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

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

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB-BV GAL0047 – WASTEWATER FLOW MONITORING SERVICES

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 8:00 AM on March 11, 2013. Submissions may be made via email to Gage.Loots@austintexas.gov, or via fax at (512) 972-4015.

2. **PRE-BID MEETING** (attendance is optional)

   Date & Location

   March 8, 2013 at 9:00 AM

   City of Austin – Municipal Building
   124 West 8th Street, Conference Room 335.1
   Austin, Texas 78701

   Information for Security:
   Meeting Name: IFB-BV GAL0047 Pre-Bid Meeting
   Organizer: Gage Loots

3. **SOLICITATION & AWARD SCHEDULE**

   The following is the City's anticipated schedule for the solicitation and contract award.

March 4, 2013	Solicitation advertises.
March 8, 2013 at 9:00 AM	Pre-Bid Meeting
March 11, 2013 at 8:00 AM	Deadline for questions
March 11, 2013 by 5:00 PM	Addendum posts in response to questions.
March 19, 2013 at 12:30 PM	Solicitation closes.
April 4, 2013	Award recommendation notices sent to all Bidders.
April 10, 2013	Reviewed by Water & Wastewater Commission.
April 25, 2013	Reviewed by Austin City Council.
April 29, 2013	Contract executed.

4. **INSURANCE** (Insurance is required for this solicitation.)

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

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

iv. The Certificate of Insurance, and updates, shall be mailed to the Contract Manager and to following address:

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

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

i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A TWENTY-FOUR (12) MONTH CONTRACT.

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

6. **CHANGE ORDERS**

In accordance with Local Government Code Section 252.048, if changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of services to be furnished, the Contract may be modified by written amendment signed by both parties.

7. **SERVICE REQUIREMENTS**

A. Services are to be performed at the locations listed in Specification AWU-131 (Section 0500).

B. Unless requested by the City, services shall not be performed on City-recognized legal holidays (see paragraph 52 in Section 0300).

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

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

Invoices shall be mailed to the below address:

City of Austin
Austin Water Utility
Accounts Payable
625 E. 10th St., Ste. 500
Austin, TX 78701

B. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. If the Contractor accepts payment by credit card, 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.

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

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)**

A. Access to the Austin Water Utility Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. **ECONOMIC PRICE ADJUSTMENT**

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

B. Price Increases

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

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

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

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

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

iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in

the case of emergency situations, the requested index related or non-index related price increase shall not exceed five percent (5%) for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

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

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have thirty (30) calendar days above to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

12. **LIVING WAGES AND BENEFITS**

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;
vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

13. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lydia Torres
Lydia.Torres@austintexas.gov
(512) 972-0329

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

City of Austin, Texas
Purchase Specifications
For

CROSSTOWN TUNNEL BASIN
WASTEWATER FLOW MONITORING SERVICES

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for wastewater flow monitoring services for the City of Austin Water Utility ("City"). This service is to monitor flow in the wastewater system and to use the data to investigate Inflow and Infiltration (I&I), to calibrate hydraulic models, and as a warning tool for wastewater mains that are surcharged and are potential wastewater overflows (SSO). To calibrate the hydraulic model, it is vital for the City to obtain a large amount of accurate data during dry weather and especially during wet "rain" weather events.

1.2 Base Bid

There are twenty-six (26) permanent flow meter locations listed in Table 1. The duration of the contract for these sites shall be twelve (12) months, with two (2) twelve (12) month extension options.

1.3 Additive Bid # 1

Additive Bid # 1 composes of nine (9) flow meter locations listed in Table 2. The duration of this contract shall be six (6) months. The City will evaluate the value of the bid and decide if they would like to proceed with the contract. If the City choses to accept the bid of Additive Bid # 1, all work associated with this contract will commence in conjunction with the Base Bid.

1.4 Additive Bid # 2

Additive Bid # 2 composes of nine (9) flow meter locations listed in Table 3. The duration of this contract shall be six (6) months. The City will evaluate the value of the bid and decide if they would like to proceed with the contract. If the City choses to accept the bid of Additive # 2, all work associated with this contract will commence after work has been completed in Additive Bid # 1.

1.5 The City reserves the right to select any combination of Base and Additive Bids.

1.6 The Contractor shall provide a bid for all line items on the Bid Sheet (Section 0600) to be considered for award.

1.7 Award of the contract will be based on the overall low bidder of the Base Bid and all the Additives for percentage points.

DATE	PREPARED BY	ISSUANCE/REVISION	DEPT USING	PURCHASING APPROVAL
3/1/2013	Soo Koon Soon	Issuance	Lydia Torres	Gage Loots

2.0 APPLICABLE SPECIFICATIONS

2.1 All federal, state, country, local and municipal statues, laws, and regulations.

2.2 TMUTCD: Texas Department of Transportation Manual on Uniform Traffic Control Devices.

2.3 National Fire Protection Agency (NFPA) 820

2.4 National Electric Code (NFPA 70)

2.5 American National Standards Institute (ANSI)

2.6 29 CFR, Part 1926; United States Department of Labor Rules 29 CFR, Part 1926 Occupational Safety and Health Administration (OSHA)

2.7 29 CFR Part 1910.146, OSHA Permit Required Confined Spaces

2.8 ANSI Z 117, Safety Requirements for Confined Spaces

2.9 Austin Water Utility Standard Operating Procedure C-4, Confined Space Entry

3.0 MATERIALS REQUIREMENTS

3.1 The Contractor shall provide all labor, materials, equipment, and everything else necessary to install, monitor flow, collect the flow data and automatically transfer the data on an hourly basis to a FTP site provided by the City.

3.2 The Contractor shall provide and install a Flow Meter System (FMS) that consists of flow meter logger, flow meter sensor, remote terminal unit (RTU) and modem, power source and associated barriers for an intrinsically safe environment.

3.3 The Contractor shall provide flow meter devices capable of collecting data at five (5) minute intervals. The flow sensors or probes shall maintain recording accuracies during surcharge conditions. The Contractor shall furnish the necessary hardware devices to attach the probe to the wastewater main and install them. The flow meter shall meet the following flow component measurement:

a. Depth component of flow – The Contractor shall use ultrasonic depth sensor for primary depth measurement and pressure depth sensor for redundancy. Recording the depth component of the wastewater flow depth to an accuracy of at least 0.5 inches using ultra-sonic sensors together with a pressure transducer to record depth of surcharge. The range of the pressure transducer shall be the minimum standard range that exceeds the depth of the manhole for each location.

b. Velocity component of flow – recording the velocity component of the wastewater flow with an accuracy of 0.1 feet per second with a range of 0.75 to 15 fps.

3.4 The Contractor shall provide the software packages for the meters to the City at no additional cost to the City. The flow meters to be used shall be capable of measuring open channel flows with different cross sectional area and also non-circular pipes. The following are the only acceptable flow meters:

a. Flow Shark Triton as manufactured by ADS Environmental Services.
b. FLO-Dar Intrinsically Safe Sensor / FL 900 System Meter as manufactured by HACH Company.

3.5 The RTU and modem shall be compatible with the flow meter. The Contractor shall be responsible for costs associated with the transmission or transfer of data to the FTP site of the City. Refer to Section 4.17 for additional requirements.

3.6 Power source may be solar, AC or batteries. The Contractor shall maintain the source of power for the duration of the contract. The Contractor shall be responsible for costs associated with the power source for the Flow Meter System.

3.7 The Contractor shall document and examine the hydraulic condition of the wastewater flow at the flow meter site. The Contractor is responsible to use the appropriate flow meter and sensor that matches the hydraulic condition. The Contractor shall submit the documentation to the City for review and approval prior to the installation of the FMS.

4.0 CONTRACTOR REQUIREMENTS

4.1 The Contractor shall have access to spare and replacement flow meters.

4.2 There are existing meters in the majority of the flow monitoring locations listed in Table 1. The City will be responsible for removing the FMS components. The Contractor shall coordinate with the City during this period to minimize the loss of data due to the removal of the City meter and installation of the Contractor's meter.

4.3 The Contractor shall be prepared to install FMS at site conditions ranging from busy streets and state highways to isolated creek beds. Paved roads may not be nearby; therefore, the Contractor shall either carry or drive the equipment off road and possibly remove small amounts of debris and/or sediment from around the manhole for accessibility.

4.4 The Contractor shall investigate each of the flow metering sites listed in Table 1 and verify if the existing flow condition is suitable for the flow meter to record accurate data. The Contractor shall request in writing, provide justification and obtain approval from the City for an alternate location for a metering site.

4.5 If the Contractor determines that the site has met Section 4.4 and only needs to be cleaned due to the presence of accumulated "large" trash or trash from subsequent storm events, the Contractor needs to request in writing and coordinate with the City to clean the sewer main. Depending on the site conditions, the cleaning of each main could take two (2) to four (4) weeks. The City will be responsible to clean the sewer main. Large trash may include tree limbs, rocks, construction materials, or any large objects. The Contractor shall be responsible for the cost to remove and reinstall the flow meter probes in the sewer main for cleaning purposes. The Contractor shall also be responsible to collect the verification points according to Section 4.7a. During this period, there will be no compensation for the Contractor when they could not meet the 90 percent uptime and accurate data requirements. When necessary, the Contractor shall remove minor debris, sediment or any object that alters the performance of the sensor.

4.6 In sites where sediment is present the Contractor shall develop a profile and accurately determine the cross sectional area of the flow at the depth-measuring point. Record the depth of the sediment in the Site Sheet (Table 4). The Contractor is responsible to enter the information into the flow meter so that the computation of the flow quantities has included the necessary adjustment for the presence of silt affecting the flow.

4.7 The Contractor shall demonstrate that flow is stabilized and submit a Flow Stabilization Report to the City for review and approval within two (2) months of receiving the notice to proceed from the City. The City will review the Flow Stabilization Report within 2 weeks. The Flow Stabilization Report shall be in format agreed upon by the City and Contractor and shall include, but not be limited to, the following:

a. For each metering site, a plot of both the velocity and depth diurnal curve as shown on Figure 6 with four (4) verification points each shown to be on or close to the diurnal curve. Each verification point shall be taken on separate days and at different times of the day.

b. Site Sheet as shown on Table 4.

4.8 After the City approves the Flow Stabilization Report, the Contractor shall commence collecting flow data. Only data collected from that point on will be eligible for a payment request consideration.

4.9 The Contractor shall demonstrate to the City that the flow meter is capturing data according to these specifications.

4.10 At the end of the contract, the Contractor shall remove its FMS from the locations within thirty (30) calendar days.

4.11 The Contractor shall coordinate the permanent installation of objects within the flood plain (outside of manholes) with the local flood plain administrator, in accordance with the local codes, AWU Safety Regulations, National Fire Protection Agency 820 Standard, National Electric Code and federal (National Flood Plain Insurance Program) regulations. The Contractor shall be responsible for the cost of such coordination activities.

4.12 The Contractor shall perform routine maintenance services for each FMS every (30) calendar days. Routine maintenance shall include the following:

a. Replace battery, scrub sensors, troubleshoot the equipment and restore or replace any defective or non-performing equipment, and calibrate level sensors, as necessary.

b. Level sensor calibration shall include comparing the returned level sensor values against independent devices.

c. Collect a verification point for each FMS and a velocity profile for each FMS by measuring the instantaneous velocity at pre-defined depths and then integrating them to derive an average for comparison to the meters calculated average velocity. Submit records of level and velocity verification to the City with each monthly payment request.

4.13 Emergency maintenance shall be performed by the Contractor to produce accurate data and as required by the Contractor's data analysts or the City's data analysts. The Contractor shall dispatch their field crew within forty-eight (48) hours for maintenance service and complete the service within seventy-two (72) hours after notification. Measurements, adjustments, and efforts undertaken during site visits shall be logged in a maintenance log specific to that site, which shall be available within three (3) business days after request by the City. When the City determines that the FMS requires the emergency maintenance due to conditions listed, the City will contact the Contractor's data analyst and discuss the concern. In the event, there is not an agreement between the City and the Contractor, the City reserves the right to require the Contractor perform the emergency maintenance without additional cost to the City.

4.14 Figure 1 illustrates the data transfer from the meter to the FTP site. The Contractor shall be responsible to produce the Telog EDF to be transferred to the FTP site. The City's Telog Module E-AIM3 can only accept flow meter data in the Telog EDF format.

The City will not accept any other data format. The Contractor shall be responsible for all costs associated with data transfer and cell communication usage. The Contractor shall set up the cell provider at no cost to the City.

4.15 Occasionally, the City reserves the right to request the Contractor to poll the meter and obtain the data. The data cannot be older than 15 minutes old or 15 minutes from real time data. The Contractor shall loan the software package to the City so that the City can perform this function.

4.16 The Contractor shall utilize trained data analysts experienced in processing and analyzing flow data from wastewater systems. The Contractor shall use various analytical tools such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy and precision of the flow data.

4.17 The Contractor shall schedule the data collection activities in a manner to allow data review by a trained data analyst within twenty-four (24) hours of the data collection or delivery from the field. The data analyst shall assess any maintenance or monitor performance issues and a crew shall be dispatched to resolve the issue. The Contractor shall provide data analysis services for each flow-monitoring site. Data analysis shall include a comprehensive review of collected data upon receipt, the accuracy of the data, identify data gaps, equipment service needs, as well as the conversion of raw flow data into final edited data. An experienced data analyst shall review the flow data in order to verify diurnal patterns and reasonable depths and velocities using data diagnostic tools such as hydrographs and “scattergraphs”. In addition, the data analyst shall check for data characteristics as describe in Section 7.3a – 7.3d. Record any data adjustments and submit it to the City within three (3) business days upon request. The frequency of the review will be dependent of the flow data received. For sites where the difference exceeds ten (10) percent in comparison between the flow data and the field verification points as described in Section 4.7, the Contractor shall review the data more frequently. For sites that do not exhibit such conditions, the review frequency shall not be less than once a month.

4.18 The Contractor shall utilize FMS that shall comply with NFPA 820 Class 1, Division 1 requirements. However, it is acceptable to use intrinsically safe barrier and/or vapor barrier to define the established boundary for intrinsic condition outside the manhole. Any component that is inside the manhole shall be intrinsically safe rated and shall meet the NFPA 820 Class 1, Division 1 standards.

4.19 Substitutions or deviations in equipment or arrangement during the term of the contract must have prior written approval by the City.

4.20 There shall be no additional costs to the City including but not limited to: substitutions and/or deviations, data and equipment, computer or cell compatibility, reporting, transferring software, training, maintenance service, debris removal, permits and licenses, removal emergency safety plan.

4.21 The Contractor shall comply with the requirements of Section 5.1 Permit Application when they are working on City streets.

4.22 The installation of the FMS and obtaining the data may be performed outside normal business hours of 7:00 a.m. to 6:00 p.m. The flows are dynamic and especially after a rain event. The City will not assist in the flow control or diversion for any installation or maintenance of the FMS. The Contractor may provide their own flow management at no cost to the City for the installation of the FMS and if so, the Contractor shall comply with all the requirements of Section 5.2 (“Flow Management”).

5.1 Permit Application

5.1.1 City of Austin Right of Way Department for the Temporary Use of Right of Way Permits (TURP).

A. Request for the use of City right-of-way, including sidewalks, traffic lanes, parking lanes or meters, for all purposes, must be authorized by the Austin Transportation Department. The cost associated with the permitting process will be included in each flow metering locations.

B. Contractor is responsible for submitting an application for the Permit for Temporary Use of the Right of Way (TURP) with an engineered traffic control plan. A sample TURP and instructions can be found online at the City web site http://www.austintexas.gov/service/temporary-use-right-way d or in Appendix 1. Submit Application to:

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

This application is provided for Temporary Use of R.O.W. permits and is required for all work performed within the right-of-way of the City of Austin that does not involve utility cuts. The Contractor shall coordinate with scheduled R.O.W. work.

C. Some typical information that may be required to be provided along with the application will be:

- Approximate time frame of each manhole.
- Possibility of intersection work.
- 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.

D. Engineered traffic control plan shall be prepared by a professional engineer licensed to practice in the State of Texas. If the installation of FMS at a location that 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 provide the City with appropriate details and the City shall authorize the Contractor to prepare a traffic control plan appropriate for the Work area. The cost associated in developing the traffic control plan will be included in cost for the installation of the FMS.

E. Contractor is responsible for the appropriate use of standard Traffic Control details that is available online at http://www.austintexas.gov/service/temporary-use-right-way.

5.1.2 It is the Contractor's responsibility to submit the application and obtain a permit, for any work performed in the Texas Department of Transportation right of way.

5.1.3 Contractor shall obtain a permit and also all work and procedures shall be performed in

conformance with the conditions described in the General Permit. Contractor shall show proof of General Permit as issued by the Department of Watershed Protection and Development Review, upon request.

5.2 Flow Management

5.2.1 The Contractor shall furnish all labor, supervision, tools, equipment, appliances, and materials to perform all operations in connection with bypass pumping of wastewater and wet weather flows around pipe segment(s) for flow management.

5.2.2 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 construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers, and waterways.

5.2.3 The normal practice will be to setup by-pass pumping at the beginning of each work day and pump around the day's pipe to be re-laid. The preferred suction point will be at a manhole upstream of the relay section. In some cases, the suction location may be the existing pipe in the trench. Discharge of bypass must be into a manhole (discharge into a cleanout is not acceptable). At the end of the work day, the new and existing pipe will be reconnected to allow gravity flow until the next work day. Access to driveways must be coordinated with residences / businesses and maintained during by-pass pumping.

5.2.4 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 or construction operations are in progress by diverting flow when necessary around the construction location and pumping it to a downstream manhole.

5.2.5 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 bypass pump as necessary for his construction methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.

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

5.2.7 Contractor shall assume sole responsibility for bypass 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.

5.2.8 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.

5.2.9 By-pass pumping operations shall use leak proof rigid pipe. Discharge hose will only be allowed in short sections and by specific permission from the engineer.

5.2.10 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 must 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.

5.2.11 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.

5.2.12 The Contractor shall provide a written plan and or sketch for implementation and sequencing of by-pass pumping for review and approval of the City prior to installation of the by-pass system. The plan shall include sufficient detail to show the location, number and size of pumps, the number, location, size and type of hoses and/or rigid piping, and the location of the downstream discharge. Show any special features where pipes or hoses cross roadways, such as temporary trenches, support bridges, etc. A plan for each line segment(s) around which flows are being by-passed is required. The plan shall include but not be limited to details of the following:

A. Project information including the project name, location, and permit number (from plan cover sheet).

B. Contact information for general contractor/submitting entity shall include the company name, contact person (24hrs/day), phone number(s), and fax number.

C. Staging areas for pumps including a schematic showing the arrangement and layout of the pumping and bypassing facilities at various stages in the work.

D. Sewer plugging method and types of plugs.

E. Calculations for selection of bypass pump and pipe size(s) based on wastewater flows.

F. Length, size, material, location and method of installation of suction piping (if required).

G. Length, size, material, location, method of installation and location of discharge piping.

H. Pump manufacturer, model, sizes, capacity, and number of each size to be on site and power requirements.

I. Calculations of static lift, friction losses, and flow velocity, (pump curves showing pump operating range shall be submitted).

J. Downstream discharge plan.

K. Method of protecting discharge manholes or structures from erosion and damage.

L. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.

M. Method of noise control for each pump.

N. Any temporary pipe supports and anchoring required.

5.2.13 Do 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 during rehabilitation operations is preferred.

5.2.14 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.

5.2.15 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.

5.2.16 Contractor shall ensure that no damage will 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.

5.2.17 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.

5.2.18 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.

5.2.19 In the event of accidental spill or overflow, immediately stop the discharge and take action to clean up and disinfect the spill. Promptly notify the City so that required reporting can be made to the Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA) by the City.

5.2.20 In the event of accidental spill or overflow, the Contractor is responsible for any damages that may have occurred to public or private property including cleaning, disinfection, and other corrections to the satisfaction of the City at no cost to the City.

5.2.21 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 City or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the City at no additional cost to the City.

5.2.22 The Contractor shall be responsible for any and all damage that results directly or indirectly from the interference of storm water runoff to by-passing equipment, piping, and/or appurtenances.

5.2.23 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.

5.2.24 The Contractor shall report any by-pass pumping activities not included in the submitted plan to the City prior to proceeding with these activities.

5.2.25 The Contractor shall cease by-pass pumping operations when directed by the City.

5.2.26 The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The City will be given 24 hours notice prior to testing.

6.0 SAFETY

6.1 Prior to installing any FMS, the Contractor shall submit their safety plan to the City for review and approval. The Contractor shall modify their safety plan as required by the City. The safety plan shall include, but not be limited to, the following;

a. Site Report: Documenting pre-installation site conditions. This report shall include site pictures, device serial numbers, manholes numbers, GPS coordinates (NAD 83) of manhole (to within five (5) foot horizontal and vertical accuracy), site names and any additional information deemed pertinent by the Contractor.

b. Confined space safety plan: The Contractor shall provide confined space access safety equipment, and traffic control devices required to meet Federal, State and Local requirements. The Contractor's employees involved in the installation and maintenance of the equipment shall be OHSA Confined Space Entry (CSE) certified, and shall adhere to federal, state and local rules, regulations, and requirements regarding CSE. The Contractor shall submit proof of CSE certifications. Whenever the Contractor uses the equipment for confined space entry that requires the equipment handler to be certified by the equipment manufacturer then the Contractor shall submit to the City the manufacturer certifications for each of the Contractor's employees that uses such equipment. The Contractor shall submit these certifications at the initial progress meeting. The Contractor shall submit a meter removal plan for emergency conditions. These plans will be reviewed by the City and the Austin Water Utility Safety Officer. The City reserves the right to request that the emergency conditions removal plan be revised and resubmitted to the City.

6.2 Prior to removal of any FMS, the Contractor shall submit their safety plan with post installation site conditions. The City shall be the final judge of acceptance of the safety plans.

7.0 ACCEPTANCE AND PAYMENT OF WORK

7.1 The Contractor shall post the data hourly automatically in Telog EDF file format to a secured FTP site provided by the City.

7.2 Data shall be posted by the Contractor to the FTP site must include the flow meter alarm data.

7.3 The raw data delivered to the City shall be a minimum 90% of up time and also 90% accurate data for each meter on a monthly basis for the monitoring period. Up time and accurate data are considered as raw data without any of the following;

a. Missing Data as shown on Figure 1.
b. Flat Line data as shown in Figure 2.
c. Drifts Data as shown in Figure 3.
d. Spiked Data as shown in Figure 4.

7.4 Within any month when the meter is removed in accordance to Section 4.5 as determined by the City, the Contractor is still responsible to provide 90% uptime data. The uptime period will be thirty (30) days of data outside the period the flow meter has been removed for cleaning the sewer main of large debris or trash.

7.5 The Contractor shall provide to the City "clean up" data using the following method:

a. Trace Balancing using verification points. To support any effort in "trace balancing" the data, the Contractor shall collect four (4) verification points and review the data for a minimum period of three (3) months to justify that the amount of "tracing" is correct and justifiable. A single verification point per month shall be required for each metering site to show that the flow stream has remained stabilized.

b. The Contractor may present to the City an alternate method of producing “clean up” data. However, the City reserves the right to reject the method and require the Contractor to use the method described above.

7.6 At each monthly payment request, the Contractor shall include, at a minimum:

a. A report which identifies which sewer meter locations that have not achieved 90% “up time” and accurate data.
b. Verification points for each of the FMS location collected during the month in an excell format.
c. Polished data for 100% in Telog EDF format transferred to the FTP site.
d. Provide a report identifying the raw and polished data explaining what has been performed to obtain this data.

7.7 The Contractor will only be paid for the percentage of “up time” or accurate raw data. Verification points and “clean up data” are subsidiary to the raw data. For example, during any month in the contract period, there is only 80% of the flow meter sites with 90% “up time” raw data for each of the individual site, then the Contractor shall invoice only 80% of the cost for the month. The Contractor will still have to provide the necessary verification points and the “clean up data” for the sites eligible for invoicing. Please note that the reduced invoice amount shall not relieve the Contractor of the contractual responsibility to meet the required “up time.”

7.8 The modelers (system planning) needs large amount of accurate raw data and the polished data will be used for “Quality Control” purposes. The Contractor must demonstrate to the City that every attempt has been made to achieve 90% up time data for every metering site.

8.0 PROGRESS REPORTS

8.1 The Contractor shall submit to the City an “up time” data table along with the monthly payment request to demonstrate that they are in compliance with the uptime requirement, including a thorough explanation of the reasons for not meeting the up-time requirement at any site. Uptime shall be defined as the number of measurement intervals where a flow value can be calculated from a measured depth and a measured or inferred velocity for a common time interval divided by the total number of measurement intervals in the reporting period.

8.2 The Contractor shall submit monthly and quarterly, or as otherwise agreed upon by the City and Contractor, progress reports to the City. The reports shall describe significant achievements and problems which have potential effect on schedule and/or costs. The progress reports shall be sufficiently detailed to assure that directions being pursued are in compliance with established and/or projected systems.

8.3 The flow data shall be submitted to the FTP site shall include the following information:

a. Meter Name
b. Date and Time
c. Velocity (feet per second) – TV
d. Flow Depth (inches) – TD
e. Flow (gallons per minute)* - TQ (*Contractor shall provide the Continuity Equation used in the flow calculation).
f. Flow (gallons per minute)** Q Manning (** Contractor shall provide the Manning equation used in the flow calculation).

8.4 At the initial progress meeting the Contractor shall submit a preliminary schedule within three (3) business days that shall include critical milestones for review and approval. The approved schedule shall serve as the baseline for this contract. At each monthly payment request, the Contractor shall submit an updated project schedule indicating progress achieved to date for each task.

9.0 CONTRACTOR ADMINISTRATIVE REQUIREMENTS (Unless specified otherwise, the Contractor shall provide distinct personnel for each of the roles listed below.)

9.1 Contractor Employees

The Contractor shall utilize an experienced project manager and experienced field crews to conduct the work. Contractor field crews 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. The field crew shall wear easily recognizable uniforms containing prominently displayed picture identification badges with the Contractor's name and employee name. Field crews shall carry a letter describing the project and work to be performed. The Contractor shall complete a background investigation on employees who will be on City property. A complete list of employees and their duties, along with documentation of background investigation shall be submitted prior to beginning work.

9.2 Project Manager

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. The project manager shall have a minimum of five (5) years of experience managing similar contracts, and shall be familiar with the applicable regulations and safe and proper flow meter operation procedures. The Contractor's project manager shall be the primary point of contact and shall be available to meet with the City on a monthly or more frequent basis to update progress against the assessment schedule and discuss any issues.

9.3 Field Operation Manager

Each field crew shall be led by the Contractor's field operations manager. The field operations manager shall be onsite continuously when FMS are being installed, maintained, worked on, removed, etc., except for City observed holidays and vacations during which the Contractor shall provide a qualified substitute pre-approved by the City. The field operations manager shall have a minimum of three (3) years of experience as a crew leader overseeing installation, operation and maintenance of flow meters in large diameter wastewater mains and be familiar with applicable regulations and proper flow meter operations procedures.

9.4 Field Technicians

Each field crew shall include one or more Contractor's field technicians. Field Technicians shall be onsite continuously when flow meters are installed, maintained, operated, removed and other field work is being performed. Field technicians shall have a minimum of one (1) year of experience with installation, operation and maintenance of flow meters in large diameter wastewater mains and be familiar with applicable regulations and safe and proper flow meter operations procedures.

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

9.5 Data Analyst

The Contractor's data analyst performing quality control of the data including "trace balancing" of the data must have a minimum of five (5) years of direct experience in flow monitoring data analysis and management.

9.6 Site Conditions

The Contractor, by submitting their bid, agrees that they have evaluated site conditions and incorporated such impacts into their bid. The Contractor shall expect some variation of information presented in the Tables. The prices on the Bid Sheet (Section 0600) for Installation and Removal of the meters are for meters of all depths and all sizes of pipes.

9.7 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) work day.

9.8 Scheduling

The Contractor shall develop an overall schedule of work to be approved by the City prior to the commencement of work. The City will review and approve the work schedule prior to Contractor beginning work. The Contractor shall provide to the City the general locations of the planned work within at least three (3) business days in advance. Changes requested by the City shall be made at no additional cost to the City. The City will be the final judge as to the schedule, planned work and completion of work.

9.9 Professionalism

The Contractor shall insure activities are conducted in a professional manner. At a minimum, the Contractor shall insure personnel are in an approved uniform and nametag, field equipment is maintained clean and neat, and trucks are clearly identified with the Contractor's name, contact phone number, and "Under Contract with the City of Austin" on both sides of the truck. The Contractor shall maintain written procedures for field operations and information management process.

9.10 Hours of Work

The Contractor shall perform work in the field within standard working hours of 7:00 a.m. to 6:00 p.m. Monday through Friday (except City observed holidays). The Contractor shall request prior approval from the City for alternate work hours so that installation and removal of FMS can be installed in low flow conditions.

9.11 Security Access

One of the flow metering sites is located within the property of Camp Mabry Texas National Guard. The City will coordinate with the officials at Camp Mabry to allow access to the flow metering site. It is the responsibility of the Contractor to comply with all the requirements to work in such an area.

10.0 OMISSIONS

10.1 It is the intent of this specification to acquire complete wastewater flow monitoring services for the City of Austin, AWU. Any services that have been omitted from this specification, which are clearly necessary for the complete and legal operation of this service are to be considered a requirement, although not directly specified or called for in this specification. These omissions shall be brought to the immediate attention of the Buyer listed in the solicitation documents and a determination will be made as to whether the requirements are to be incorporated into the solicitation by means of an addendum to the Invitation for Bid.

Table 1: Crosstown Flow Meter Sites

No	Flow Meter Name	Pipe Diameter (Inches)	Manhole No	Manhole Depth (Feet)
1	CT C01 WLN MH 80572 84 Main	84	80572	28
2	CT C02 FOU MH 98780 18 Scottsdale	18	98780	15
3	CT C03 TAU MH 238456 30 Morris Williams	30	238456	12
4	CT C04 TAU SH 73543 96 XT Morris Williams	96	73543	85
5	CT C05 BOU MH 204164 24 Manor	24	204164	21
6	CT C06 WLU MH 50791 24 Leonard	24	50791	16
7	CT C07 WLU MH 52306 30 Adams Park	30	52306	22
8	CT C08 WLU SH 52153 96 XT Adams Park	96	52153	101
9	CT C09 SHU MH 253164 66 29th @ Lamar	66	253164	65
10	CT C10 TYN MH 95340 30 Camp Mabry	30	95340	16
11	CT C11 DRN MH 19348 18 Mt. Bonnell	18	19348	10
12	CT C12 BUL SH 20894 42 Lakewood	42	20894	22
13	CT C13 WLN MH 80887 72 Loyola	72	80887	30
14	CT C14 WLN MH 90923 60 Sprinkle	60	90923	31
15	CT C15 WLN MH 70423 30 Danny	30	70423	16
16	CT C16 LWA MH 76617 42 Cross Park	42	76617	25
17	CT C17 SHU MH 34523 42 Jefferson	42	34523	14
18	CT C18 SHU MH 37203 48 Northwest Park	48	37203	20
19	CT C19 LWA MH 195695 60 Springdale	60	195695	65
20	CT C20 MH 73642 96 MLK	96	73642	55
21	CT C21 LWA MH 240949 42 Spring	42	240949	20
22	CT C22 BUL MH 40389 30 Bluffst	30	40389	12
23	CT C23 BUL MH 40115 21 Old Spi	21	40115	7
24	CT C24 LKC MH 43709 45 Harrier	45	43709	10
25	CT C25 MH 33946 West 35th St	84 w cunette	33946	67
26	CT 26 MH 198975 36 Johnny Morris	36	198975	15

Table 2: Set 1 Temp Meter Sites for 6 months contract term

No	Flow Meter Name	Pipe Diameter (Inches)	Manhole No	Manhole Depth (Feet)
1	Lake Creek Meter 1	30	113088	10
2	Lake Creek Meter 2	21	23783	15
3	Lake Creek Meter 3	15	23468	11
4	Lake Creek Meter 4	18	124304	11
5	Lake Creek Meter 5	15	125113	5
6	Upper Walnut Meter 1	24	85502	10
7	Upper Walnut Meter 2	30	71163	15
8	Upper Walnut Meter 3	24	86437	15
9	Upper Walnut Meter 4	18	115272	14

Table 3: Set 2 Temp Meter Sites for 6 months contract term

No	Flow Meter Name	Pipe Diameter (Inches)	Manhole No	Manhole Depth (Feet)
1	Walnut Temp Meter 1	48	115788	60
2	Walnut Temp Meter 2	24	78129	25
3	Walnut Temp Meter 3	27	115840	12
4	Walnut Temp Meter 4	18	77501	26
5	Shoal Temp Meter 1	24	93856	9
6	Shoal Temp Meter 2	24	196230	9
7	Shoal Temp Meter 3	36	90378	11
8	Little Walnut Upper	36	197171	19
9	Johnny Morris	36	198975	15

Table 4: Typical Site Sheet

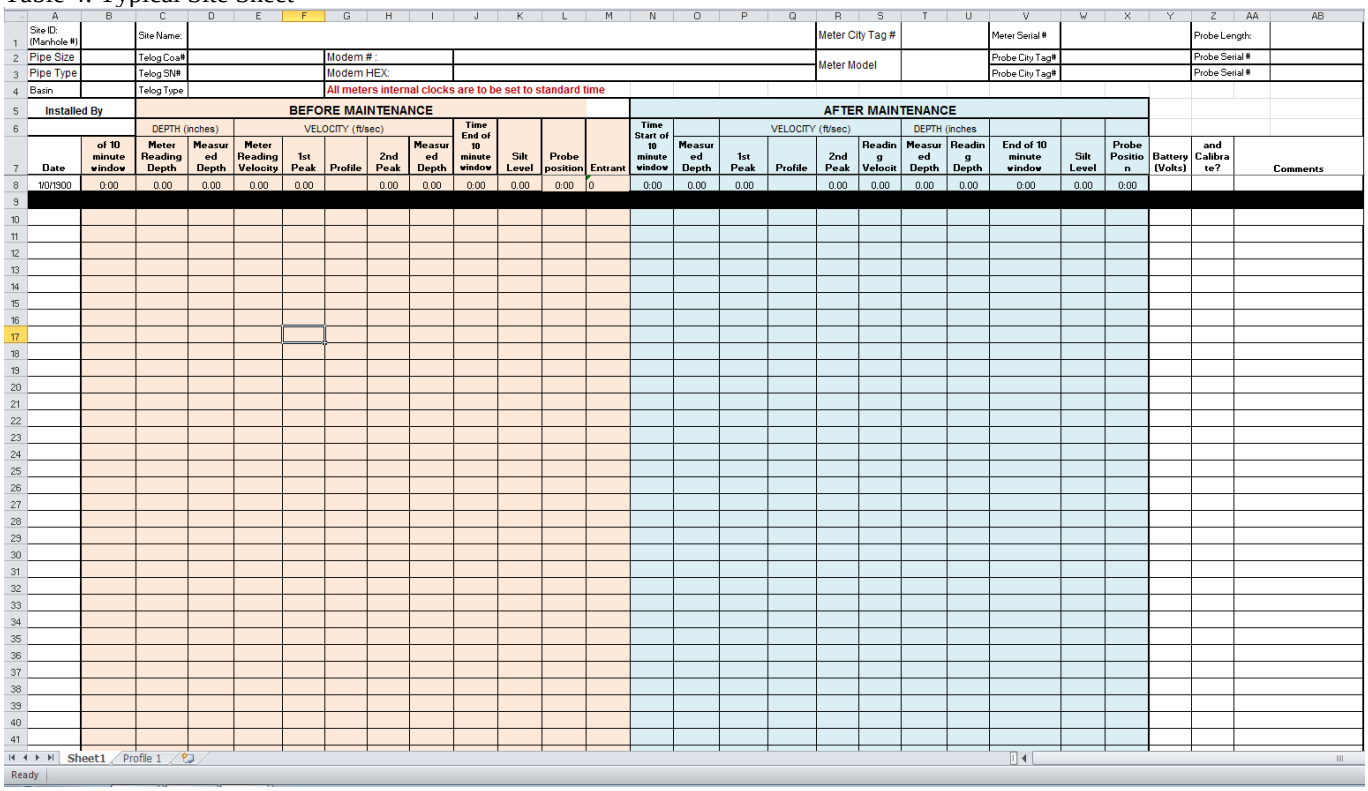


Figure 1: Flow Meter System Communication

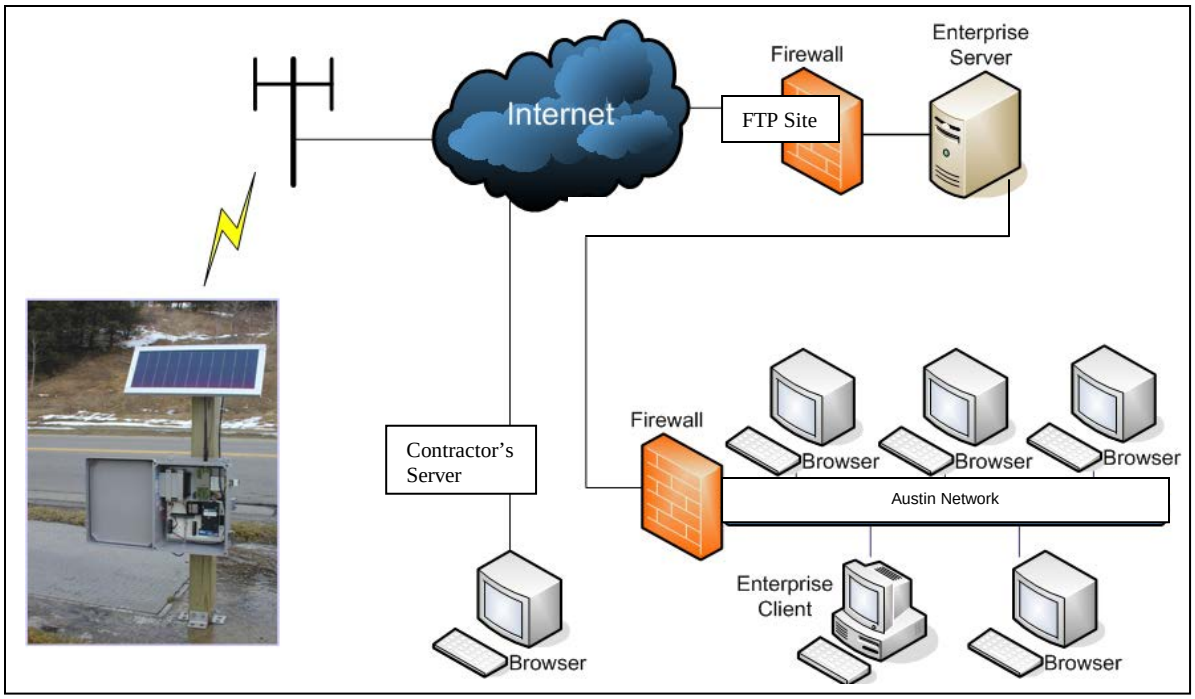


Figure 2: Missing Data

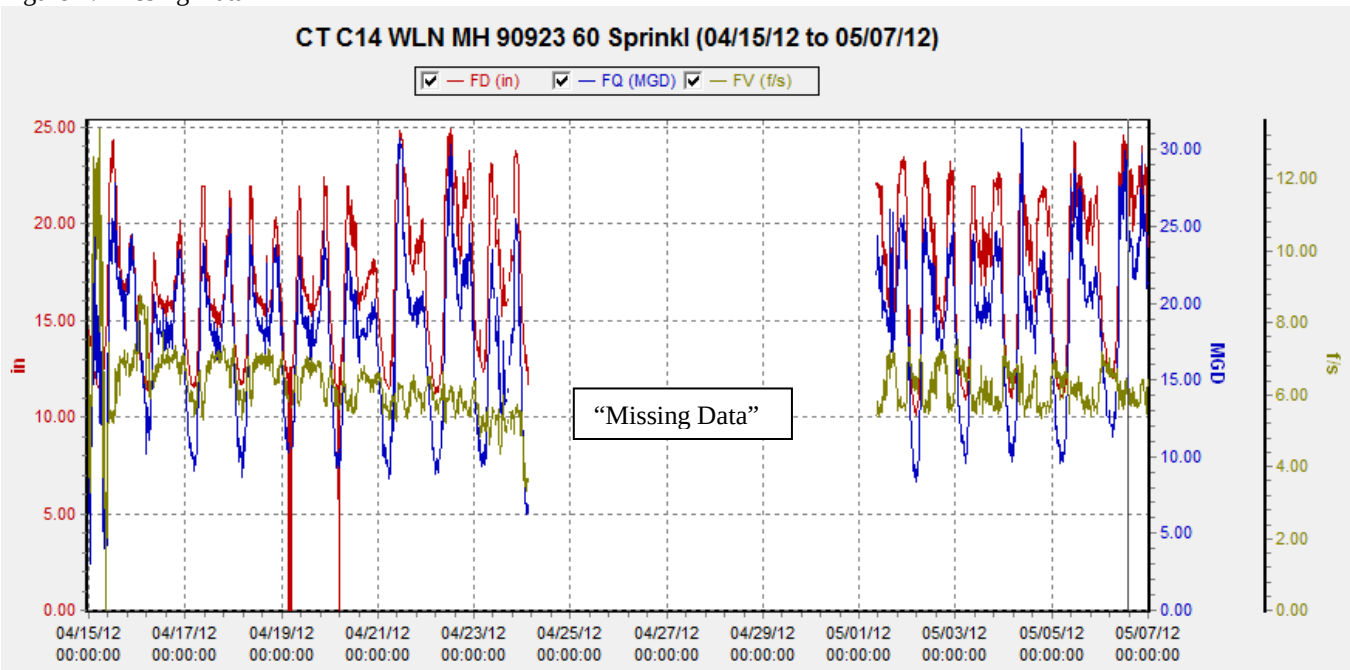


Figure 3: Flat Lines

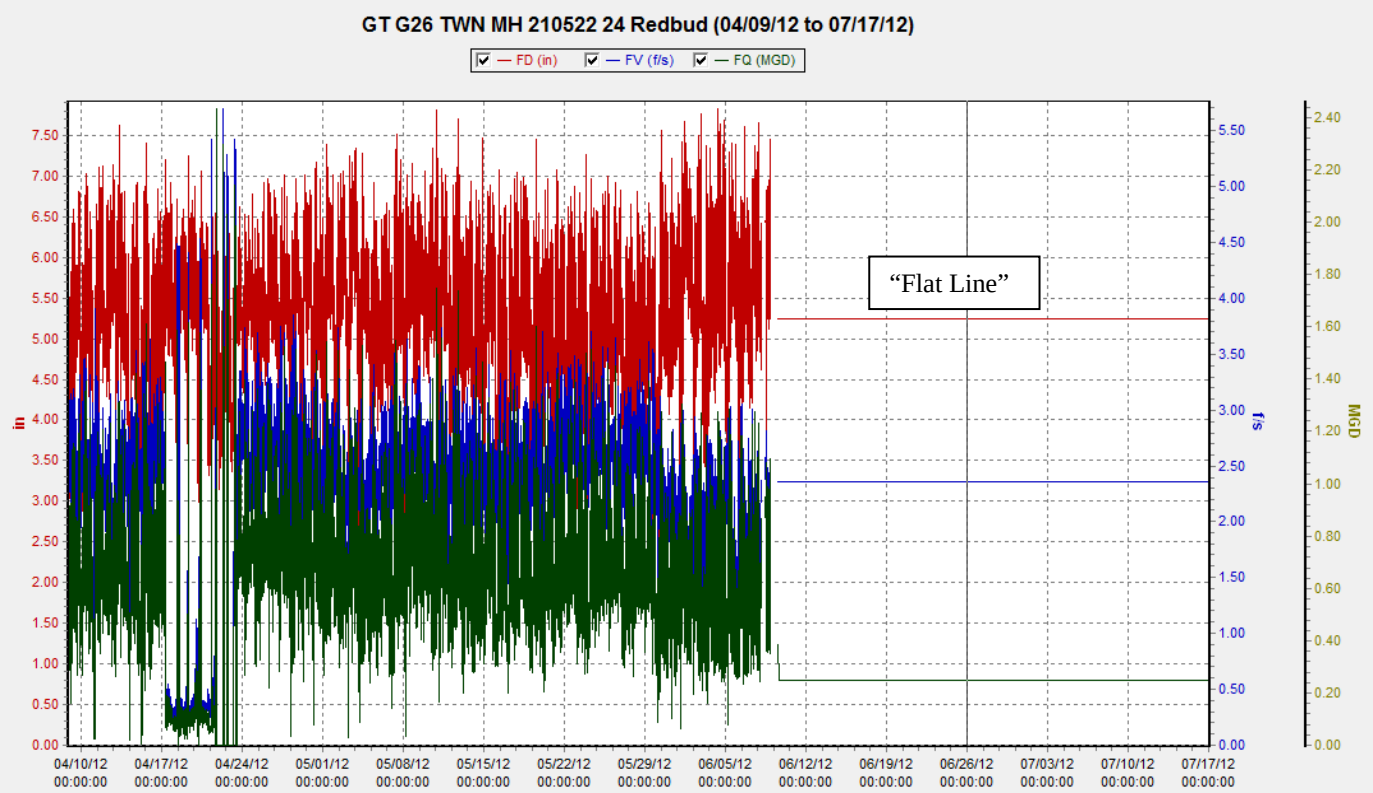


Figure 4: Drifts

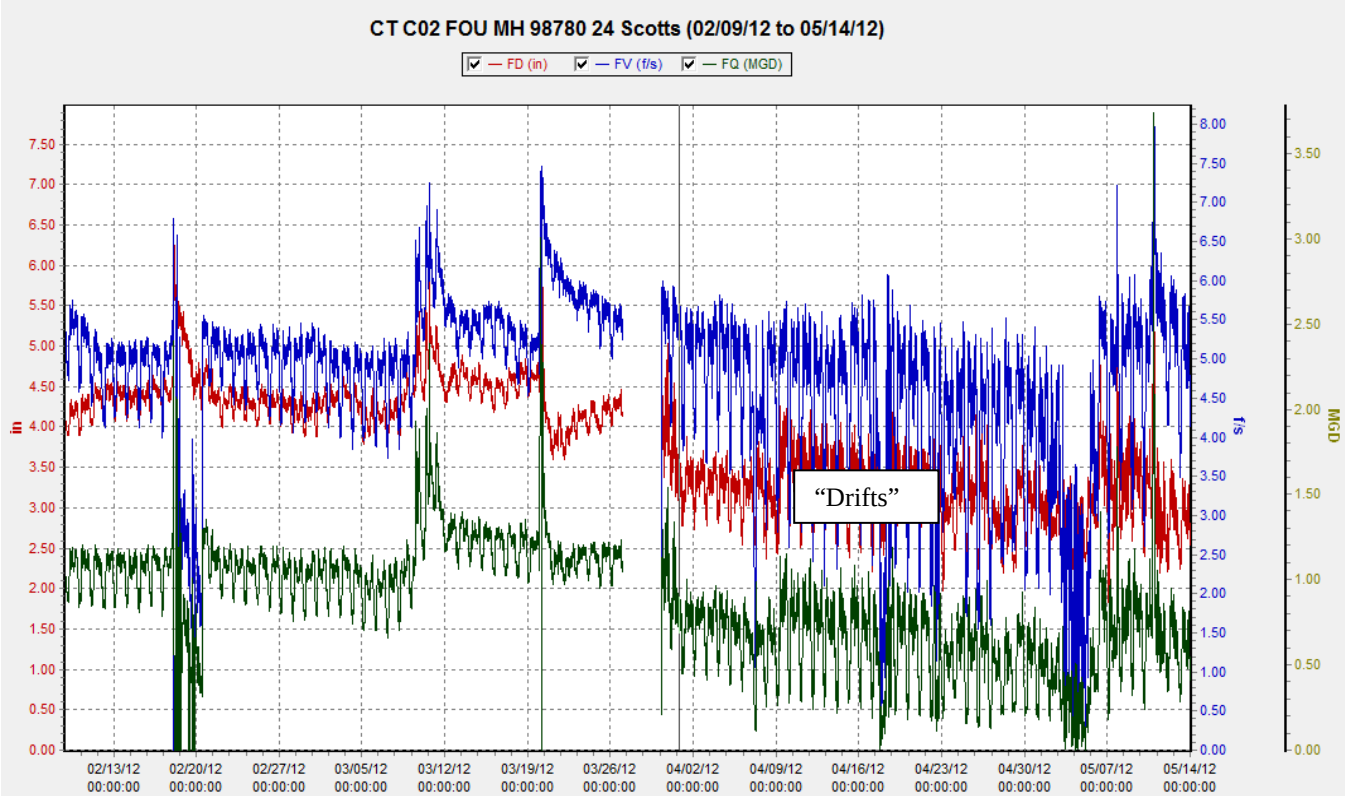


Figure 5: Spikes

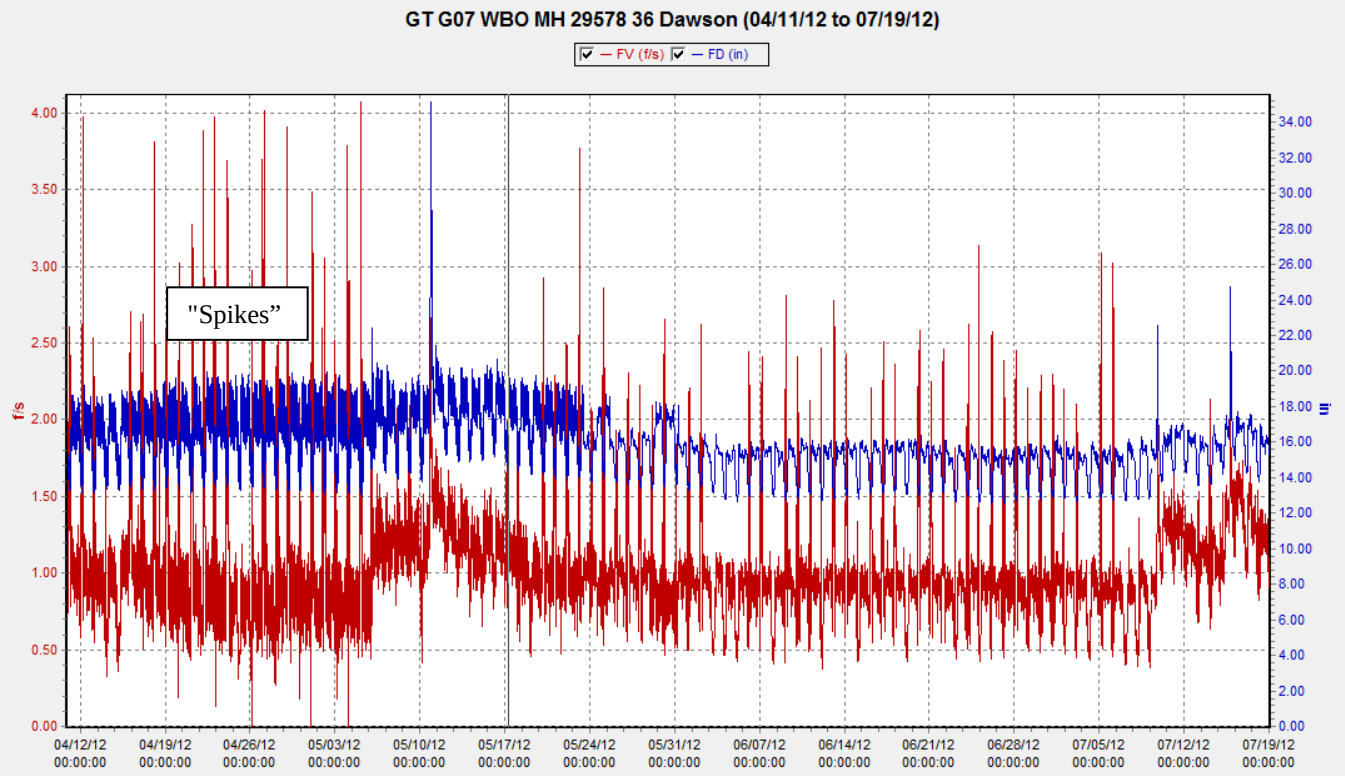
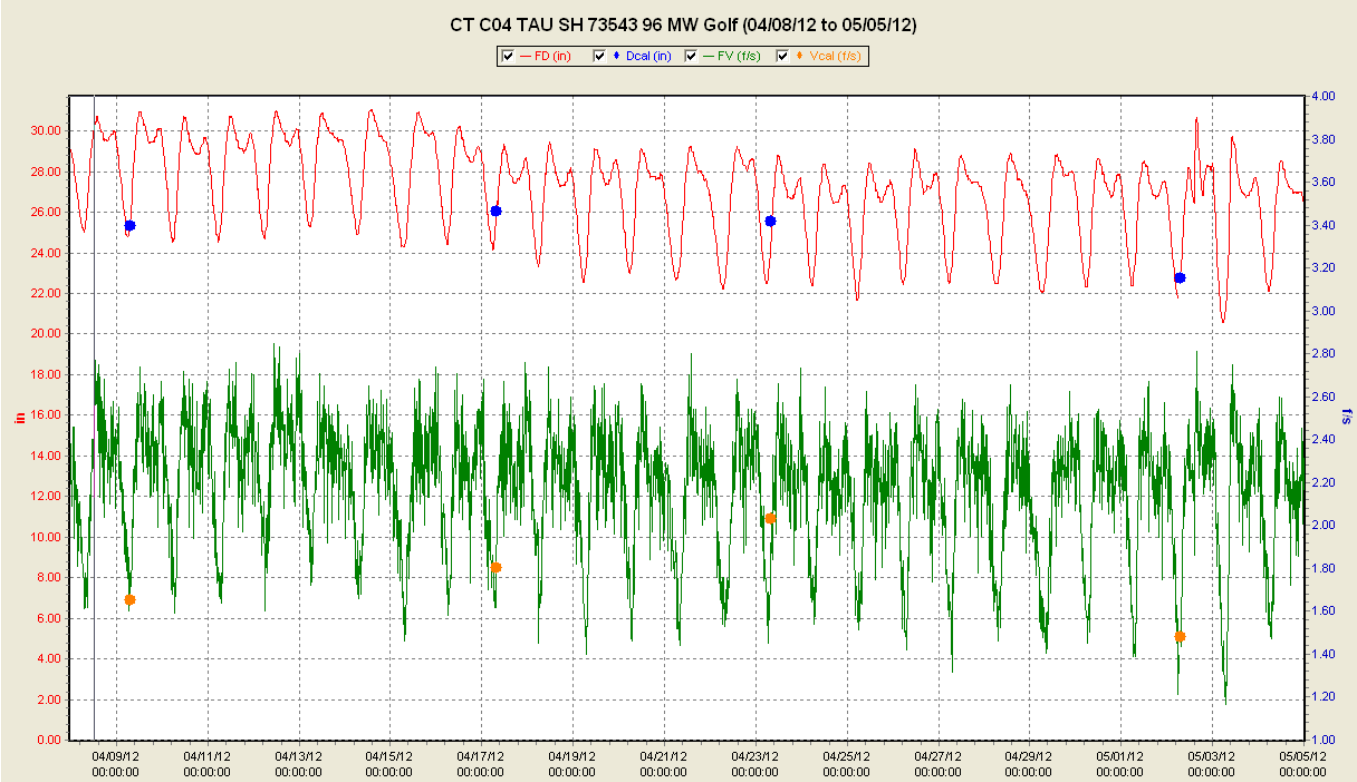


Figure 6: Verification Points



BID SHEET
CITY OF AUSTIN
WASTEWATER FLOW MONITORING SERVICES
SOLICITATION: IFB-BV GAL0047 BUYER: GAGE LOOTS

	Cost						
	ITEM	**ITEM DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED PRICE**	
1	1	**Base Bid - Installation of Flow Meters at all depth and sewer main sizes.**	26	EACH	$ 2,250.00	**$**	**58,500.00**
	2	**Base Bid - Monthly Metering and Data Delivery for 26 sites per month.**	12	MONTH	$ 24,830.00	**$**	**297,960.00**
	3	**Base Bid - Interactive Data Delivery Service for 26 sites per month.**	12	MONTH	$ 260.00	**$**	**3,120.00**
	4	**Base Bid - Telog Enterprise Data Upload for 26 sites per month.**	12	MONTH	$ 650.00	**$**	**7,800.00**
	5	**Base Bid - Removal of Meters from all depths and all sewer main line sizes at the end of contract period.**	26	EACH	$ 450.00	**$**	**11,700.00**
				TOTAL COST (BASE BID)		**$**	**379,080.00**
	6	**Additive Bid # 1 - Installation of Flow Meters at all depth and sewer main sizes.**	9	EACH	$ 2,025.00	**$**	**18,225.00**
	7	**Additive Bid # 1 - Monthly Metering and Data Delivery for 9 sites per month.**	6	MONTH	$ 8,165.00	**$**	**48,990.00**
	8	**Additive Bid # 1 - Interactive Data Delivery Service for 9 sites per month.**	6	MONTH	$ 90.00	**$**	**540.00**
	9	**Additive Bid # 1 - Telog Enterprise Data Upload for 9 sites per month.**	6	MONTH	$ 225.00	**$**	**1,350.00**
	10	**Additive Bid # 1 - Removal of Meters from all depths and all sewer main line sizes at the end of contract period.**	9	EACH	$ 450.00	**$**	**4,050.00**
				TOTAL COST (ADDITIVE BID # 1)		**$**	**73,155.00**
	11	**Additive Bid # 2 - Installation of Flow Meters at all depth and sewer main sizes.**	9	EACH	$ 2,025.00	**$**	**18,225.00**
	12	**Additive Bid # 2 - Monthly Metering and Data Delivery for 9 sites per month.**	6	MONTH	$ 8,165.00	**$**	**48,990.00**
	13	**Additive Bid # 2 - Interactive Data Delivery Service for 9 sites per month.**	6	MONTH	$ 90.00	**$**	**540.00**
	14	**Additive Bid # 2 - Telog Enterprise Data Upload for 9 sites per month.**	6	MONTH	$ 225.00	**$**	**1,350.00**
	15	**Additive Bid # 2 - Removal of Meters from all depths and all sewer main line sizes at the end of contract period.**	9	EACH	$ 450.00	**$**	**4,050.00**
				TOTAL COST (ADDITIVE BID # 2)		**$**	**73,155.00**
				TOTAL COST (BASE BID + ADDITIVE BID # 1 + ADDITIVE BID # 2)		**$**	**525,390.00**

Bidders should input their responses to sections below. If additional space is required by the Bidder or if the Bidder prefers, supplementary attachments may be included with a reference in the applicable section.	
2	**References & Demonstrated Applicable Experience** - The Bidder shall provide list of five (5) project references completed that demonstrate experience and competence on recent relevant projects. The listing shall include the project, client, specific work involved, estimated versus actual cost, scheduled completion versus actual completion date, and key contact with email address and phone numbers. In addition, the Bidder shall Include background about their company, years in business and relevant experience with this type of work as well as qualifications that will make the Bidder suitable for this project.
	Supplementary attachments are provided on the following pages.

REFERENCES

Flow Monitoring Services
Beaumont, Texas

Rehab Effectiveness Assessment: 33 Meters
2012 Wastewater Flow Monitoring: 33 Meters

Continuing study to evaluate the effectiveness of the sewer evaluation and rehabilitation work that has been completed and identify areas where I/I is occurring. Services included installation, maintenance, and monitoring of a flow metering network consisting of 33 flow meters and 10 rain gauges for a period of 60 days in 2007 and 2012. Flow data results were analyzed and a comprehensive hydraulic analysis was included in the final report.

Time Frame:

- Rehab Effectiveness Assessment — 2007 (60 day metering period)
- 2012 Wastewater Flow Monitoring — 2012 (60 day metering period)

Contract Value:

- 2007 Rehab Effectiveness — $199,000
- 2012 Wastewater Flow Monitoring — $214,000

Key Contact:
Hani Tohme, P.E.
Director of Public Works
1350 Langham Road
Beaumont, TX 77704
(409) 866-0026
htohme@ci.beaumont.tx.us

Flow Metering/Master Plan
Fayetteville, Arkansas

Temporary Metering Programs: 120 Meters
Master Plan Program:
21 Permanent Meters; 20 Temporary Meters; 10 Rain Gauges

Flow monitoring services to update the City's Master Plan is currently ongoing. Flow monitoring tasks included site selection/verification, installation, maintenance, data collection, and data analysis for a network of 20 meters and 10 rain gauges. Collected flow data is being used to calibrate the City's InfoWorks model for Master Planning. RJN has been providing flow analysis and data collection services for 16 years since the City's original Master Plan was developed in compliance with an Administrative Order in 1996.

Time Frame: 1996 - Present

- Temporary Metering Programs — Multiple programs ranging from 60 to 120 days
- Maintenance and data analysis of permanent metering sites during study periods
- Master Plan Update — 60 day metering period

Contract Value:
Master Plan Update — $499,000 (includes hydraulic modeling services)

Key Contact:
Dave Jurgens, P.E.
Water and Wastewater Director
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8330
djurgens@ci.fayetteville.ar.us

Permanent Flow Metering and Master Plan Programs
Norman Utility Authority, Norman, Oklahoma

Permanent Metering Program: 18 Meters
Master Plan Program: 32 Meters

Permanent Flow Monitoring Program services include installation, servicing, and data delivery services for a network of eighteen telemetered flow meters that are used to collect flow data to coordinate and facilitate billing between the University of Oklahoma and the City of Norman. The project includes ongoing maintenance, data processing, and monthly data delivery. RJN has been providing flow monitoring services to the City of Norman for this network since 2001. The Master Plan flow metering program included installation, calibration, maintenance, and data collection services to support modeling and Master Plan development.

Time Frame: 2001 - Present

- OU Permanent Meters – 2001 to current – $1,190,000
- Master Plan Program – 2010 (90 day metering period with 60 day extension)

Contract Value

- OU Permanent Meters – $1,190,000
- Master Plan Program – $270,000

Key Contact:
Mark Daniels, P.E.
Utilities Water and Wastewater Engineer
201-C West Gray
Norman, OK 73070
(405) 366-5377
mark.daniels@normanok.gov

City-wide Flow Metering Program/Long Term Metering Program
Baltimore Maryland

City Wide Metering Program: 114 Meters
Long-term Metering Program:
28 Permanent Meters/30 Temporary Meters/9 Permanent Rain Gauges

Long-term telemetered flow and rainfall monitoring program at 114 locations to meet the conditions of the City's Consent Decree. Flow monitoring was performed at 114 gravity sites throughout the City's main interceptor sewer system, including monitoring sewer pipes over 12-foot in diameter and the City's largest pump stations. RJN provided online data access and routine monthly data reporting. The meter uptime exceeded 99% for the duration of the 18-month metering period. This uptime was achieved at sites that typically flowed at full capacity and often reached surcharge conditions.

The Long-Term program involves flow and rainfall monitoring, flume evaluation, and SSO monitoring. Twenty-eight flume sites are being evaluated using flow meters to validate flume site flow levels. Eight SSO sites are being monitored and temporary metering involving 30 meters, each for a 5-month metering period, is being used to validate rehabilitation effectiveness. Services include site selection/verification, installation and maintenance of equipment, and data processing and analysis.

Time Frame:

- 2006 – 2007 City-wide Metering Program (18 months) – completed within the scheduled time frame.
- 6/2012 – 2015 Long-Term Metering Program (3 year contract)

Contract Value:

- City-wide Metering Program – $6,045,000
- Long-Term Metering Program – $3,000,000

Key Contact:
Wazir Qadri
Project Manager
305 Abel Wolman Bldg., 200 N. Holliday St.
Baltimore, MD 21202
(410) 396-3440
wazir.qadri@baltimorecity.gov

SECAP Program Update
Little Rock Wastewater, Arkansas

SECAP Update Metering: 69 meters/20 rain gauges

Flow monitoring program to support analysis to verify system improvements completed under the SECAP plan developed in 2002 to bring Little Rock into compliance with the CAO (required by 2016). Specific tasks included installation, maintenance, monitoring, data collection, and flow analysis using a network of 69 flow meters and 20 rain gauges for a monitoring period of 109 days. Flow data analysis also utilized NEXRAD radar rainfall data to supplement collected data. Data was used to calibrate the LRW InfoWorks hydraulic model. RJN also provided flow monitoring services for three prior annual SSES projects using 45 meters for 60 to 90 day metering periods.

Time Frame:
2010 (109 day metering period)

Contract Value:
$1,400,000 (Fee includes hydraulic modeling and WWTP assessments)

Key Contact:
Howell Anderson, P.E.
Engineering Manager
11 Clearwater Drive
Little Rock, AR 72204
(501) 688-1413
howell.anderson@lrwu.com

COMPANY BACKGROUND

RJN Group, Inc., established in 1975, is a professional engineering and specialty field services firm focused on providing cost-effective and innovative engineering solutions. Our engineering services address client goals, support client interests, and deliver economical and sustainable results, ultimately improving the integrity, service life, and performance of collection and conveyance systems.

COLLECTION SYSTEM SPECIALISTS

- 38 years
- 1,500 projects
- 800 flow and hydraulic analysis programs
- 250,000,000 LF of sanitary sewer condition inspections and capacity assessments
- 8 million LF of pipeline rehabilitation and design
- 250 projects involving trenchless construction
- Construction management for $300M in improvements

Over 90 percent of our clients are municipalities and public utilities. RJN engineers and technicians understand the deadlines, complexities, and sensitive nature of accurate data collection, analysis, and planning. This client-driven approach has resulted in a high percentage of repeat business — typically accounting for more than 80 percent of revenues each year.

RJN is an **employee-owned** firm; our staff — 130 nationwide — values client relationships and is committed to conducting every project task professionally, efficiently, accurately, and safely. Our reputation has been established through creative solutions and deliverables that exceed client goals and expectations. **RJN engineering practices isolate system issues by reviewing existing system history, investigating conditions, analyzing performance, and accounting for current and future demands.** RJN staff proactively pursues, examines, and tests cutting-edge technologies to enhance our ability to deliver project results *more* efficiently while maintaining our standards for quality.

Industry Rankings

- *Engineering News Record* "Top 200 Environmental Firm"
- *Engineering News Record* "Top 500 Design Firm"
- 12th in *Trenchless Technology's* list of "Top 50 Trenchless Design Firms"

Services

RJN core engineering practices center on municipal collection and conveyance systems. As a **vertically integrated firm**, our engineering expertise applies to all project phases from the initial vision through design finishing with construction phase engineering, including:

- Flow and rainfall monitoring
- Field investigation services for condition assessments
- Infiltration and Inflow (I/I) analysis and reduction programs
- Capacity analysis and hydraulic modeling
- Pipeline rehabilitation and replacement design
- Lift/pumping station assessments and design
- GIS mapping and data integration
- Regulatory and funding assistance
- Public information and communication programs
- Construction inspection and management
- Asset management and planning solutions

RJN engineering staff offers a comprehensive understanding of all aspects of wastewater collection system engineering. This knowledge base ensures that the most cost-effective and appropriate strategies are applied for each phase of a collection system improvement program.

QUALIFICATIONS

RJN engineers and field technicians have installed, serviced, and monitored flow meters and rain gauge equipment for 37 years. With a portfolio of over 800 permanent and temporary metering programs, we have emerged as the leader of a very select group of services providers. We have a centralized Flow Meter Lab and Flow Data Group located in our Dallas office. RJN's inventory of 280 flow meters is maintained and calibrated by experienced meter technicians. The Flow Data Group analysts are responsible flow data meter collection, data processing, and data QA/QC.

RJN field technicians and metering experts have successfully installed and maintained meter networks using virtually every gravity and pressure flow metering technology available today, including:

- **Wireless telemetry/internet data collection** for pump station, gravity, and rainfall monitoring on a network of over 400 meters
- **Simultaneous flow monitoring for long-term networks** including 114 sites in Baltimore (MD), 155 sites for ALCOSAN (PA), and 50 sites in Norman (OK)
- **Installation and monitoring of flows in hydraulically challenging areas** including pipes ranging from 8- to 144-inches, deep tunnels for combined sewers, outfalls, frequently surcharging locations, and in close proximity to pump stations
- **Achieving and maintaining greater than 95% uptime** (99.1% in Baltimore) for meter data collection

The table beginning on the following page provides a sampling of the flow monitoring projects, RJN has completed over the past 38 years.

Flow Metering Experience

AGENCY / LOCATION	RANGE OF PIPE SIZES (DIAMETER)	NO. OF METER LOCATIONS	TYPE OF METERS USED	SERVICES
Ada, Oklahoma	8" to 27"	13	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Alexandria, Virginia	12" to 24"	4	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Allegany County, Maryland (Bowling Green, Cresaptown, Grahmtown)	8" to 24"	15	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Allegheny County Sanitary Authority, Pittsburgh, Pennsylvania	8" to 102"	155	Continuous Depth/ Velocity Wireless Telemetry Data Retrieval	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Arlington, Texas	6" to 48"	120	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Austin, Texas	24" to 84"	22	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Baltimore City, Maryland (Interceptors)	10" to 147"	114	Continuous Depth/ Velocity Polysonics on Pump Stations	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Baltimore County, Maryland (White Marsh & Dead Run)	8" to 60"	45	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Beaumont, Texas	8" to 72"	33	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Bedford, Ohio	8" to 30"	28	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Boston Water and Sewer Commission, Massachusetts	10" to 51"	35	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Brownsville, Texas	8" to 48"	58	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Burlington, Iowa	8" to 25'	50	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Cape Girardeau, Missouri	8" to 36"	22	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Charlottesville, Virginia	8" to 60"	28	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Clayton County Water, Georgia	8'' to 54	28	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis

AGENCY / LOCATION	RANGE OF PIPE SIZES (DIAMETER)	NO. OF METER LOCATIONS	TYPE OF METERS USED	SERVICES
Cobb County, Georgia	8" to 56"	34	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Collinsville, Illinois	10" to 24"	11	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Columbia, South Carolina	8" to 66"	54	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Dahlgren, Virginia (U.S. Navy)	8" to 24"	10	Continuous Depth/ Velocity Continuous Pump Station Recorders	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Dallas, Texas (multiple projects)	6" to 96"	300	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Deerfield, Illinois	8" to 33"	14	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Des Plaines, Illinois	8" to 40"	35	Continuous Depth with Manual Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
DFW Airport, Dallas, Texas	8" to 24"	9	Continuous Depth/Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
East Alchland County, South Carolina	8" to 42"	28	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Elk Grove Village, Illinois	8" to 60"	30	Continuous Depth/ Velocity; Depth only; Manual Velocity; Continuous Pump Station Recorders	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Fayetteville, Arkansas (multiple projects)	6" to 36"	120	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Fort Smith, Arkansas	10" to 30"	10	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Fort Worth Master Plan, Texas	24" to 96"	50	Continuous Depth/ Velocity Wireless Telemetry Data Retrieval	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Fort Worth, Texas (multiple)	6" to 48"	170	Continuous Depth/ Velocity Pulse Doppler	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Gainesville, Georgia	8" to 36"	18	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Grand Prairie, Texas	8" to 48"	46	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and

AGENCY / LOCATION	RANGE OF PIPE SIZES (DIAMETER)	NO. OF METER LOCATIONS	TYPE OF METERS USED	SERVICES
				QC, Flow Analysis
Greenwood, South Carolina	8" to 18"	57	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Gwinnett County, Georgia	8" to 72"	100	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Haltom City, Texas	8" to 60"	33	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Haltom City, Texas	8" to 24"	12	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Highland Park, Texas	8" to 24"	12	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Hot Springs, Arkansas	8" to 48"	65	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Houston, Texas	8" to 72"	98	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Hurst, Texas	8" to 48"	24	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Indian Head, Maryland (U.S. Navy)	8" to 24"	10	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Irving, Texas	6" to 48"	36	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Kansas City, Missouri	8" to 36"	10	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Lancaster, Texas	6" to 24"	15	Depth	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
League City, Texas	8" to 48"	40	Depth	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Lewisville, Texas	8" to 24"	4	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Little Rock Wastewater (SECAP), Arkansas	8" to 60"	69	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Little Rock, Arkansas (multiple projects)	8" to 60"	45	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Longview, Texas	8" to 42"	23	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and

AGENCY / LOCATION	RANGE OF PIPE SIZES (DIAMETER)	NO. OF METER LOCATIONS	TYPE OF METERS USED	SERVICES
				QC, Flow Analysis
Massachusetts Water Resource Authority, Boston, Massachusetts	8" to 120" horseshoe	21	Continuous Depth/ Velocity Microwave Velocity Pulse Doppler	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
McKinney, Texas	8" to 42"	60	Continuous Depth/ Velocity Pulse Doppler	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
Miami Beach, Florida	8" to 36"	24	Continuous Depth/ Velocity	Installation, Maintenance, Calibration, Data Collection and QC, Flow Analysis
MSD St. Louis, Missouri	24" to 120"	40	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Murfreesboro, Tennessee	8" to 42"	24	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Narragansett Bay Commission, Rhode Island	12" to 72"	67	Continuous Depth/ Velocity Microwave Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
New Castle County, Delaware (multiple projects)	12" to 24"	51	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Norman, Oklahoma (Billing Meters)	6" to 36"	18	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Norman, Oklahoma (Master Plan)	6” to 36”	32	Continuous Depth/ Velocity Wireless Telemetry Data Retrieval	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Palestine, Texas	8" to 36"	23	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Plano, Texas	8" to 48"	24	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Prince William County, Virginia (Belmont)	8" to 36"	10	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Prince William County, Virginia (Gainesville Haymarket	8" to 12"	12	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Prince William County, Virginia	8" to 60"	100	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Richardson, Texas	8" to 42"	10	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Round Rock, Texas	6" to 60"	38	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval

AGENCY / LOCATION	RANGE OF PIPE SIZES (DIAMETER)	NO. OF METER LOCATIONS	TYPE OF METERS USED	SERVICES
San Antonio Water System, San Antonio, Texas	8" to 72"	32	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Sanibel, Florida	8" to 36"	12	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Southlake, Texas	8" to 30'	20	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Temple, Texas	8" to 30"	12	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Titusville, Florida	8" to 36"	50	Continuous Pump Station Recorders	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Tulsa, Oklahoma (multiple projects)	6" to 48"	120	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
Victoria, Texas	30" to 54"	5	Continuous Depth/ Velocity Wireless Telemetry Data Retrieval	Continuous Depth/Velocity Wireless Telemetry Data Retrieval
WSSC, Maryland	8" to 60"	140	Continuous Depth/ Velocity	Continuous Depth/Velocity Wireless Telemetry Data Retrieval

	Equipment Resources - The Bidder shall detail the equipment to be used to complete the work specified in this solicitation, including equipment specification sheets. In addition, the Bidder shall describe their ability to obtain replacement flow meters during the term of the contract. The City prefers a Bidder that will maintain immediately accessible, local inventory equal to at least fifty percent (50%) of the total flow meters to be installed.
3	**Supplementary attachments are provided on the following pages.**

RJN EQUIPMENT LIST

RJN owns and maintains the equipment necessary to support flow and rain gauge monitoring efforts for this project. We maintain a full complement of state-of-the-art equipment including a fleet of specially equipped field inspection vans designed to provide rapid access for Confined Space Entry; each van has heavy-duty batteries, meter storage bins, and traffic control equipment. The table below provides a brief summary of the RJN-owned field equipment and technical support equipment.

RJN Equipment Inventory

Quantity	Item	Manufacturer(s)
350	Depth and Velocity Meters (200 meters equipped with Data Telemetry via Cell Phone RTU)	Hach American Sigma, ADS Flow Shark, Triton
100	Telog RU33 and 3307 RTU data loggers for wireless telemetry applications	Telog
25	Portable Velocity Probes (PVM)	Marsh McBirney Flow Tote 2000
20	Digital Lift Station Event Recorders	Rustrak Ranger, ISCO
2	Portable Pump Station Force Main Dual Channel Flow Meters	Controlotron
75	Continuous Recording Digital Rain Gauges with Data Telemetry via Cell Phone RTU	Telog, Texas Electronics
50	Pre-calibrated Weirs	NB, Thelmar
30	Confined Space Entry Equipment Sets Gas Detectors (Oxygen, Combustible, Toxic) Metal Detectors Tripods Harnesses, Ladders, Lanyards, Cones Rolatapes, Fire Extinguishers, Safety Vests Hardhats, Manhole Hooks, Beacons Ventilation Blowers	 Neotronics, Dynamation Micronta Miller, DBI/SALA Various Homelite
25	Customized Field Survey Vans with Directional Traffic Lights and Safety Strobes	Ford, Chevrolet
30	35MM, Digital Cameras	Various
5	GPS Survey Instruments	Trimble Navigation
3	Electronic Distance Measurement Instruments	Topcon
25	Lamping Equipment Sets	Various

RJN's proposal is in full compliance with the specifications. To follow is additional information regarding our approach.

Equipment Specifications

The equipment and data delivery system provided by RJN will meet specifications for this project in its entirety. The primary depth sensor shall be ultrasonic with a resolution to the nearest 0.01 foot. Each site shall also include level measurement redundancy by means of a pressure sensor. The primary velocity sensor shall use Doppler technology. Remote Terminal Units (RTU) shall be provided at each flow monitoring and rain gauge location to remotely collect the data:

- ADS Triton Flow Meter
  - Doppler velocity, underwater ultrasonic depth, down-looking ultrasonic depth and pressure depth
  - Integrated wireless connection for remote telemetry
  - Powered by an internal battery with an estimated life of 6 months under these specifications

  - Intrinsically-Safe (IS) certification by IECEx for use in Zone 0/Class I, Div. 1, Groups C & D, and ATEX Zone 0
- Telog Enterprise System
  - RJN hosted Enterprise Server
  - E-VRP/AT software module – for automatic collection of ADS Triton flow data posted hourly by the RJN Telog Enterprise server. The data will be delivered in Telog EDF format to a City hosted FTP site for automated importing using the City's E-AIM3 software module
  - RJN will assist the City with the integration of the Telog E-AIM3 module, at no additional costs

Equipment specifications for the ADS Triton flow meter and the Telog Enterprise system are provided in the Appendix.

Memory and Storage

Depth and velocity data will be collected and stored within the ADS Triton flow meter every 5 minutes. On an hourly basis, data will be forwarded to the RJN Enterprise host computer. Data will be automatically backed up to a separate secure storage device. Data will be retained for the duration of the project.

DEVICE POWER AND TRANSMISSION

Device power for the flow monitoring equipment will be provided by battery power. The flow monitoring units have the capability to provide reliable data for more than 6 months at the specified 5-minute recording interval. Batteries will be replaced during routine visits to ensure the proper voltage is maintained in all units. Additional information is provided in the Equipment Specification Sheets in the Appendix.

INSTALLATION AND SUPPORT SERVICES

Identification

All RJN field crews are easily identifiable in the field. All crew members carry RJN field badges, drive in white vans with the RJN logos on the side of the vehicle, and are dressed in uniforms with the RJN logo. RJN will request an Authorization Letter from the City that will be carried in each field vehicle. RJN will have identification visible on each vehicle indicating that it is "Under Contract with the City of Austin".

Installation Procedures

Site Investigation

RJN will conducts site investigations of each identified monitoring location to evaluate hydraulic suitability, sensor survival, safety concerns, and access issues. Completed site reports will be submitted for approval prior to installing the flow monitoring equipment.

Meter Installation

All flow metering equipment will be installed according to the manufacturers' recommendations by highly trained RJN technicians. The flow meters will be mounted inside the manhole. The sensors are typically installed on a thin metal ring for smaller pipe applications. For larger pipe installations over 42 inches, the sensing equipment is generally installed on a flange or partial band.

For some larger or full flowing sites, installations may need to occur at night when flow levels are at a minimum. The cabling is secured to the manhole walls and attached to a data logger at the top of the manhole for easy access. Prior to leaving the site, each flow monitor will be configured and activated at the site. All equipment will undergo a series of

diagnostic tests and calibrations to validate and confirm the meter data and to ensure that the installed monitoring network is fully functional.

Telemetry Installation

Telemetry will be established at each site using a "whip-it" style antenna. For paved surfaces, this requires a narrow saw cut to insert the antenna. The incision will be filled with a thin layer of epoxy, grout or asphalt.

RJN has installed telemetry using GSM and 1XRTT for long-term and temporary flow monitoring projects. RJN pioneered the use of wireless telemetry in wastewater flow monitoring and has installed over 750 telemetry units within the last five years. This experience has led to the development of standard procedures and specialized installation equipment. The procedures cover the preparation, modem activation, installation, and use of wireless telemetry.

Data Collection

Each flow monitoring and rain gauge location will be accessed using cellular telemetry. Depth and velocity data will be collected by the flow meter every 5 minutes and posted to the RJN Telog Enterprise system every hour. Maintenance calls will be made to acquire any missing data that failed to transmit during the day. In the event that the telemetry is not functional or in need of repair, routine data collection will be made by crew visitation.

Data is transmitted from the ADS flow meter directly to the Telog Enterprise system. Key elements of the system include:

- Host computer application software
- SQL database interface
- Data editing and analysis tools
- Computed measurements
- Alarm management
- Web server application

The Enterprise Server automatically receives alarm calls produced by the remote meter/RTUs and provides alarm management options as follows:

- Log each call into an Alarm Log file
- Annunciate each Enterprise Client workstation with notice of a received alarm
- Selectively forward alarms to networked computers by email
- Selectively forward alarms to cell phones by SMS message protocol

Alarm messages can include information identifying the meter or site, measurement, amplitude value or condition producing the alarm, and the alarm time stamp.

Routine Service

Each meter will be serviced on a monthly basis to change desiccant, scrub, repair or replace sensors, diagnose, and troubleshoot the equipment to ensure that the equipment remains operational. Maintenance visits will include restoration or replacement of the equipment, as needed. All measurements, adjustments, and efforts undertaken during site visits shall be logged in a maintenance log specific to that site.

Emergency Service

Field crew will be dispatched to correct any equipment malfunction that may be observed by the RJN Data Analyst during the data review process. Any equipment found to be working improperly will either be repaired at the site or replaced with a spare unit to minimize the data downtime. All field activities are recorded on and provided to the Field Manager for review following each site visit.

DATA DELIVERY MECHANISM

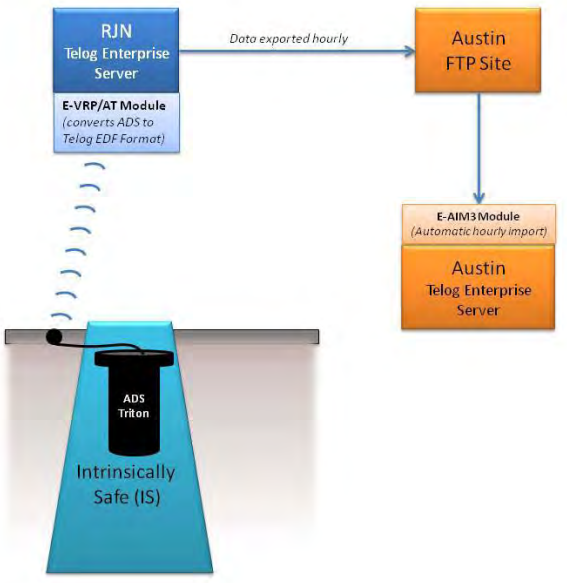
RJN will enable raw flow data from the ADS Triton flow meter to be automatically posted to the City's dedicated FTP site on an hourly basis. This will be done through the incorporation of two modules as described below:

E-VRP/AT – Enterprise Virtual RTU Portal for ADS Triton Flow Meters

This module enables the remote collection of the ADS Triton flow data by the RJN Telog Enterprise system and automatically converts the ADS Triton data into Telog EDF format. This software module is specific only to the ADS Triton flow meters.

More specifically, the Telog E-VRP/AT is a software module that operates within the Telog Enterprise Server application providing communications to the ADS Triton.

The E-VRP/AT recognizes incoming data calls from remote ADS Triton flow meters via an Internet ISP/IP connection, establishes a communications session with the flow meter, collects and parses selected trend data from the meter (by default; level, velocity and flow), and inserts this data into the RJN Enterprise database to the appropriate "site" as "auto-imported raw" data.



The E-VRP/AT will only accept incoming calls from ADS Tritons that are included in the VRP RL (Registry List). The VRP RL, accessible to the RJN Enterprise Administrator provides an assignment of each registered ADS Triton by S/N and its assigned Enterprise Site Name. The RJN Enterprise Administrator may add or delete Tritons from the list and reassign Site Names as the project dictates.

E-AIM3 Module

The E-AIM3 is a module that will reside on the City of Austin's Telog Enterprise server that will automatically import the data from the City's dedicated FTP site to the City's Enterprise server on an hourly basis.

RJN will assist the City with the integration of this module at no additional costs to make sure the expected data paths are fully functional.

Data Web Portal

The Telog Web Module provides both graphical and numeric reporting tools. Graphical reports allow up to 10 measurements to be displayed on five distinct Y-axes. Graphic displays allow at least a one-year display of data with user selectable compressed intervals that include hourly, daily, and weekly values. Data can be viewed or downloaded by the City staff through password-protected user hierarchy.

Flow Meter Communication Software

The City will be provided with a copy of the ADS Profile software to enable staff to call any monitoring site to collect and view the data. Communication with the flow meter will be real-time. The software will be configured with the communication protocol for each installed site.

RJN will provided (4) hours of training to City staff on how to collect and view the data in various graphical formats. The training will be provided to the City of Austin, free of charge.

Data Accuracy

RJN Data Analysts will evaluate the flow data from each monitoring site immediately upon delivery from the field or immediately after remote data collection to ensure quality data is being obtained. Our analysts will use various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy and precision of the equipment.

During scheduled field service visits, independent depth and velocity measurements shall be obtained for comparison against the meter depth and velocity readings. A hydraulic profile will be obtained by measuring velocity at predetermined locations and integrating the measurements to derive an average velocity. All measurements, adjustments, and efforts undertaken during site visits shall be logged on the maintenance logs.

Data Analysis

The RJN Data Analysis team consists of local, experienced and qualified data analysts. The office is fully staffed with trained and experienced data technicians and analysts including individuals with a Masters in Civil Engineering, P.E.'s, EITs, and programmers.

RJN Data Analysts will review data from each monitoring site within hours of the data collection, whether remotely or manually collected, to ensure quality data is being obtained. The goal of our data review is to exceed the 95% meter uptime to ensure that quality data is produced from the flow meters. Our general philosophy is that no correction or adjustment factor can be applied to the data unless there is some field information, calibration, or recognized hydraulic principal to support it.

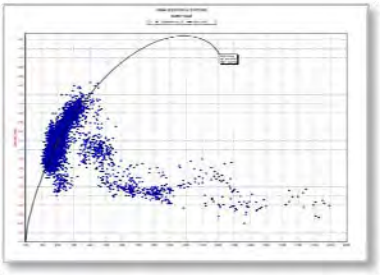
Data Review and Analysis QC/QA Standards	
✓	Check data for "trace" continuity
✓	Check and document standardized evaluation process is being followed
✓	Check gross and net flow balance
✓	Adjust data based on field calibrations
✓	Check pipe diameters and meter data quality
✓	Check scattergraphs for distinctive patterning
✓	Final data review by Senior Analyst or PM
✓	Monthly data delivery and online data posting

All data is stored in "raw" form without any adjustments made in separate data entities. In addition, depth and velocity field calibration data is plotted with hydrographs. This provides a means to compare all raw data with the final adjustments while having field calibration as a reference.

Experienced data analysts review data using analytical tools and techniques developed by RJN, including:

- Hydrographs
- Scattergraphs
- Flow balancing methods

Data will be analyzed for maintenance problems and predictive failure. Scattergraphs of depth vs. velocity are reviewed to determine whether distinctive patterns affecting data quality can be identified. Project engineers/data analysts will look for unique hydraulic conditions such as bottlenecks, surcharging, suspected overflows, and excessive inflow and infiltration. Evidence of these unique conditions will be included in the weekly reports. Indications of concern will be reported immediately.



Original data remotely collected or imported to the Enterprise database, is retained in the database unchanged. Enterprise provides tools to enable editing of computed measurements. A history of these edits is retained in an edit log providing an audit trail permitting the operator to "back-out" or reverse any prior edit history.

Enterprise permits editing of single data points, correction of a range of data and the re-computation of the entire history of a computed measurement and any dependent measurements automatically. The re-computation is performed by the Telog Enterprise Calc Engine.

Flow Calculations

Flow rate calculations will be based on the continuity equation. The calculation will be dependent on recorded depths, velocities, silt measurements, and pipe geometry. Once defined at a site, flow rate results can be continuously trended automatically as the dependent data becomes available.

Data Quality

The Enterprise Server provides automated data analysis tools to assist the user in identifying missing data or abnormal site data as it is collected. These tools include system alerts for missing data calls, exceeding amplitude thresholds, data deviation and compressed interval totalizing variances. These functions are intended to quickly identify sensor failures or mishaps, communication problems and sites that are experiencing unusual performance requiring operator attention.

Data analysis alerts are recorded in system log files, annunciated on the Enterprise Client workstations and are eligible to be forwarded to other networked workstations or digital cell phones as email or SMS messages.

Data Review

Experienced Data Analysts will review the flow monitoring data after every collect. The analysis of the data shall include the identification of data gaps, anomalies and monitor performance issues. Any equipment service needs are immediately conveyed to the field service crews through a work-order process.

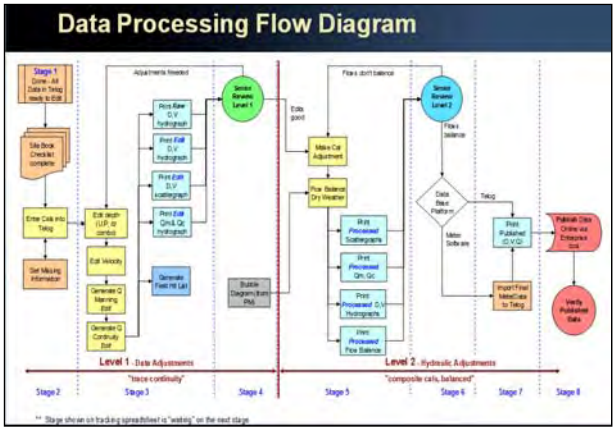
Data Processing and Editing

The data will be processed and edited in accordance with the field confirmations to produce final data sets for each site.

Corrections include offsets and factors applied to the depth and velocity readings to maintain consistency in the data traces. These edits may be necessary to correct offsets introduced when the sensors are rotated, equipment is replaced or silt levels have been modified.

Data will be initially reviewed within hours of receipt for trace consistency. Any unusual pops, drops, or sensor deviations will be "corrected" at that time. At the installation of the equipment, the calibrations will be applied to initially set the depth and velocity range and to generate flow rates using the continuity equation.

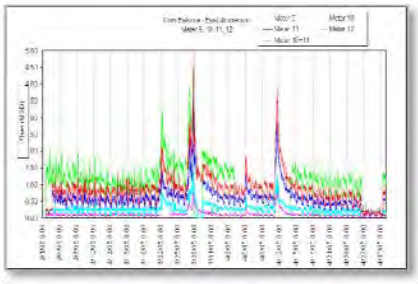
Adjustments include offsets and factors applied to the depth and velocity traces based on comparisons to the manual verifications. After sufficient calibrations have been received, calibrations and flow balancing will be used to "adjust" the depth and velocity traces. Data plots are generated that include the raw data, edited data, and calibrations to evaluate and validate the edited data.



Manning and Continuity equations are also compared to evaluate hydraulic anomalies. Senior reviews are conducted monthly throughout the project.

Flow Balance

A system analysis will be performed for existing dry-weather conditions based on the flow network configuration. Analysis will consist of comparing normal wastewater production and peak infiltration flow components to determine if potential dry-weather/high groundwater problems exist.



Determinations for each pipeline will be made for peak flows, the percentage of capacity used and an evaluation of lost operational capacity.

Electronic Documentation

RJN will capture all data including supporting maintenance and service logs in digital format. It will also allow all project files to be readily available to City staff. Electronic files include information such as investigation site reports, calibrations, maintenance logs, network flow diagrams, data uptime charts, and status reports.

RJN RPM Flow

RJN utilizes an integrated software management tool for its flow monitoring practice. The RJN Project Manager (RPM) software suite is a dynamic tool running on a SQL server, which is accessible by all project staff, independent of their geographic location. The tool captures field information acquired from a Trimble hand held unit with Cartopac software.

The RPM Flow module integrates four primary modules:

- Field
- Data Analysis
- Warehouse
- Project Management

Field information obtained during the site investigation, standard maintenance, routine maintenance and calibrations are all captured digitally by the field crew. Each day upon returning to the office, the crew uploads their information into RPM. The data is immediately accessible and populates essential fields for viewing.

The **Field module** captures and reports site investigations, production reports, calibration data and other essential field information. Each day, a daily production log is sent via email to each team member showing the progress of the field activities for that day. RPM provides maintenance summaries for service visits, issues, calibrations and correspondence.

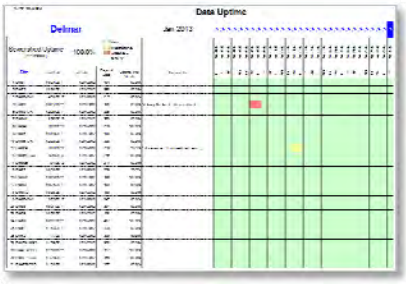
The **Warehouse module** contains tools to manage the flow monitoring equipment including meters, sensors, gauges, batteries and spare parts.

The **Project Management module** contains information needed to manage the flow sites, project information and contractual obligations.

The **Data Analysis module** contains a variety of functional tools to process and track data editing, data review, quality reviews, calibrations, corrections, adjustments, "hit" lists and maintenance performed.

Uptime Report

To aid in monthly invoicing, an uptime report is generated by RJN to view percent uptime by monitor for a specific time interval. RPM will generate the report to view a monitor's maintenance log. This tool will also provide daily schedules that identify where and which crew will be visiting sites that day. Furthermore, the tool creates an automated email distributed to all team members. The email lists any actions or modifications made at the site and draws attention to any comments logged by field staff.



Performance Reports

RPM has a series of performance reports for data quality, data collection, battery voltages and sensor performance.

Flow Stabilization Report

RJN will submit a Flow Stabilization Report to demonstrate that flow monitoring equipment is acquiring accurate and reliable flow data. The Report will be submitted to the City for review and approval within two (2) months of receiving the notice to proceed. The Flow Stabilization Report shall be in an agreed format to include a plot of both the velocity and depth diurnal curve with four (4) verification points.

Monthly Deliverables

The monthly deliverables and reporting requirements will be coordinated with the Contract Manager. These may include identification of issues and resolutions, as well as, an uptime report.

TRAINING AND SUPPORT

RJN will provide training for City staff on the use of the data viewing and delivery tools including the Web Portal, ADS Profile Software and the Telog E-Aim3 module. RJN will provide (4) hours of training on the use of the ADS Profile software for immediate real-time communication and data retrieval. RJN will initially setup these systems and train staff for ongoing use and administration of these tools. RJN will also provide instruction to City staff on how to use and interpret any data delivery features.

SAFETY PLAN

The RJN Safety Plan includes compliance with local safety requirements, OSHA regulations, and RJN's internal Safety Policy. Prior to their field assignment, all field personnel are required to have and maintain valid certifications in basic first aid, CPR, Confined Space Entry and gas meter usage. Each crew member has received the OSHA 10-hour Construction Safety certification. The Safety Plan will be submitted prior to commencing the field work.

	Personnel Qualifications & Resources - The Bidder shall identify key staff that will be assigned to this contract and provide a resume of not more than one (1) page for each staff member, describing their professional qualifications (to include education, licenses, certifications for working in confined spaces, and associations) and relevant experience. At a minimum, the staff qualifications and quantities must meet the requirements stated in Specification AWU-131 (Section 0500, parts 9.1 - 9.5). If applicable, identify any subcontractors included as part of this contract, their role and relevant experience, including an abbreviated, one half page, resume for key staff of subcontractors. If subcontractors are to be utilized, reference the No Goals Form (Section 0900) for further instructions.
4	**Supplementary attachments are provided on the following pages.**

KEY STAFF

Key RJN staff and their roles are presented in the following table. **Resumes and confined space entry certifications** are provided at the end of this section.

STAFF MEMBER	FLOW MONITORING EXPERIENCE	CREDENTIALS
P. Jeffrey Plymale Project Director	32 years	■ B.S. – Civil Engineering ■ OSHA 10 Hour Certified
Daniel H. Jackson, P.E. Project Manager	10 years	■ B.S. – Civil Engineering ■ OSHA 10 Hour Certified ■ Confined Space Entry
Michael A. Bray Field Operation Manager	6 years	■ OSHA 10 Hour Certified ■ Confined Space Entry ■ First Aid ■ Repelling Certification
Jonathan Kerr Field Manager	27 years	■ OSHA 10 Hour Certified ■ 4 Hour Work Zone Traffic Control ■ First Aid/CPR ■ Telog Enterprise Training ■ Telog System Training (RU-33, RS-33 Programming and Troubleshooting)
Roy J. Bass Field Supervisor	5 years	■ OSHA 10 Hour Safety Certified ■ Confined Space Entry ■ First Aid
Joseph Colley Field Supervisor	4 years	■ Confined Space Entry ■ Work Zone Traffic Control ■ First Aid
John Becker Field Supervisor	4 years	■ OSHA 10-Hour Safety Certified ■ Confined Space Entry ■ Work Zone Traffic Control ■ First Aid
Elizabeth Y. Aguin, E.I.T. Data Analyst	5 years	■ B.S. – Civil Engineering/Mathematics ■ M.S. – Civil Engineering ■ Telog Enterprise Training
Johnny R. Bradshaw Data Analyst	5 years	■ B.S. – Physics/Geo Science Minor ■ Confined Space Entry ■ Telog Enterprise Client Training
Karen A. Rico, E.I.T. Data Analyst	1 year	■ B.S. – Civil Engineering/Mathematics ■ Telog Enterprise Client Training

STAFF MEMBER	FLOW MONITORING EXPERIENCE	CREDENTIALS
Kenneth W. Garrett Data Analyst	9 years	■ Confined Space Entry ■ First Aid ■ 4 Hour Work Zone Traffic Control ■ Texas Rope Rescue, (Manhole and Sewer Entry Safety OSHA 1910.146.app.E) ■ Telog Enterprise Client Training

SUBCONTRACTORS

ADS Environmental will provide equipment and equipment training services. All RJN field staff is required to be confined space certified and follow all safety procedures established in the RJN Safety Plan and in accordance with the City of Austin safety requirements.

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Paul Jeffrey Plymale

Project Director

Years of Experience: 32

Education

B.S. – Civil Engineering
(1981, University of Illinois at Urbana – Champaign)

Certifications

OSHA 10-Hour Safety Certification

Representative Technical Papers

"Using Gauge Adjusted Rainfall Information from Baltimore County for Real-time Forecast of Hurricane Rainfall" - WEF Stormwater Symposium – July, 2012

"Large Diameter Flow Monitoring: - Texas Municipal Utilities Association – July, 2008

"Asset Management Planning and Projecting Capital Improvement Programs" - Arkansas Water and Water Environment Association – April, 2008

"Asset Management: Planning and Projecting Risk" - Arkansas Water and Water Environment Association" – May, 2007

"CMOM – Blueprints for Sewer Management" – Arkansas Water and Water Environment Association – May, 2007

Committees/Technical Organizations

Water Environment Federation

Water Environment Association of Texas

Arkansas Water Environment Association

Louisiana Water Environment Association

Mr. Plymale has 32 years of experience with wastewater collection systems, including project and operations management for commercial and municipal infrastructure projects. He has experience in all aspects of sewer system evaluation and flow monitoring projects as a hands-on Project Manager and Operations Manager and has been a Product Manager to launch new flow monitoring technologies.

Related Project Experience

Rehab Effectiveness SSES, Beaumont, Texas — Project Director. Flow monitoring services included installation, maintenance and monitoring of 33 flow monitors and 10 rain gauges for a period of 56 days.

City-wide Flow Metering Study, Baltimore, Maryland — Project Manager. Installation, maintenance, and data process for a network of 120 meters and 35 rain gauges for an 18-month period. Services included site investigation, technology selection, installation, maintenance and data processing.

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Project Director. Installation, maintenance, and data collect/analysis services for a network of 69 flow meters and 20 rain gauges for 109 days, lift station performance and capacities, and evaluation of the peak hydraulic capacity of the City's WWTPs.

Flow Monitoring Project, Allegheny County Sanitary Authority, Pittsburg, Pennsylvania — Project Manager of program requiring installation and monitoring of 143 flow meters for 14 months required under consent order.

System-wide Flow Meter Replacement Program, Massachusetts Water Resources Authority, Boston, Massachusetts — Project Manager. System-wide flow metering project utilizing wireless telemetry on over 220 metering sites. Services included site investigation, meter technology selection, installation, maintenance and data processing.

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Project Manager. Installation of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman. Services include ongoing maintenance, data processing, and monthly data delivery.

Master Plan Update, Fayetteville, Arkansas — Technical Advisor. Flow metering services included installation, maintenance, data collection, and data analysis for 20 meters for a 60-day period.

Sims Bayou Flow Monitoring, Houston, Texas — Project Manager. Temporary flow monitoring project involving 98 gravity flow monitors and 20 rain gauges for a 74-day period. All equipment was installed and operating within 3 weeks of the notice-to-proceed in order to capture spring rain events.

Master Plan Update, McKinney, Texas — Project Manager. FM services included installing and monitoring 23 flow meters for a period of 60-days and supplementing data gathered using the City network of permanent meters.

Mkt/pro/2669A-P_Plymale

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Daniel H. Jackson, P.E.

Project Manager

Years of Experience: 10

Education

B.S. – Civil Engineering
(2002, Texas Tech University)

Professional Registrations

P.E. – Texas, Arkansas

Certifications

Confined Space Entry Certified
OSHA 10 –Hour Safety Certification

Representative Technical Papers

"You Can Model That? Modeling a Large Sanitary Sewer System with Thousands of Grinder Pumps", presented at WEFTEC Conference, September 2012

Committees/Technical Organizations

American Society of Civil Engineers

Mr. Jackson has 10 years of experience with collection system inspection and rehabilitation programs ranging from flow monitoring and field investigations to design and construction.

Related Flow Monitoring Experience

Master Plan Update, Fayetteville, Arkansas — Project Manager. Flow metering services included installation, maintenance, data collection, and data analysis for 20 meters for a 60-day period.

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Project Manager. Flow monitoring services included site selection, installation, maintenance, data collection and data verification for a network of 69 meters and 20 rain gauges for 109 days.

Rehab Effectiveness SSES, Beaumont, Texas — Project Manager. Flow monitoring services included installation, maintenance and monitoring of 33 flow monitors and 10 rain gauges for a period of 56 days.

Collection System Flow Monitoring Services, Baltimore, Maryland — Assistant Project Manager. FM services included installation and operation of 105 gravity flow meters, 8 pump station meters, 11 groundwater gauges and 20 rain gauges including integration of telemetry to facilitate web-based data access.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Project Manager. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Flow Monitoring and Interceptor Capacity Study, Lewisville, Texas — Project Manager. Flow monitoring services included site selection, installation and monitoring of 20 flow meters and 8 rain gauges for a 60-day monitoring report.

Flow Monitoring (Eagle Point), Grand Prairie, Texas — Project Engineer. Flow monitoring services included installation, servicing and monitoring a network of 25 flow meters on the City collection system and Trinity River Authority interceptors for a period of 45 days.

SSES Alsop, Country Club and Barton Basins, Little Rock, Arkansas — Project Manager. FM services included installation and monitoring of 18 flow meters.

Wastewater System Master Plan (Turner, Collie and Braden), Longview, Texas — Project Engineer. FM services included installation, servicing, and monitoring a network of 25 flow meters and 8 rain gauges for a period of 60 days.

Master Plan Update, McKinney, Texas — Project Engineer. FM services included installing and monitoring 23 flow meters for a period of 60-days and supplementing data gathered using the City network of permanent meters.

Mkt/prop/2669A-P_Jackson

CERTIFICATE OF COMPLETION

Daniel Jackson

Has completed 8 hours of instruction in:

National Safety Council's, Confined Space Certification Program

Given by

Eagle Training Resources
Employee Training Program

On this the 25 day of September, 2003

John K. Bennett
Instructor

ENTERED

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Michael A. Bray

Field Operation Manager

Years of Experience: 6

Certifications/Training

Confined Space Entry

First Aid

Repelling Certification

Mr. Bray has over six years of experience providing field inspections services in a variety of complex collection systems throughout the country. He has installed and monitored flow meters, and performed comprehensive field investigation services.

Related Project Experience

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Field Supervisor. Flow monitoring services included site selection, installation, maintenance, data collection and data verification for a network of 69 meters and 20 rain gauges for 109 days.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Field Supervisor. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Citywide Sanitary Sewer Evaluation Study, Russellville City Corporation, Arkansas — Field Supervisor. Installation, monitoring, and maintenance of a 28 flow meter network for 60 days.

Sanitary Sewer Evaluation Survey, Ada, Oklahoma — Field Supervisor. Installation, monitoring, and maintenance for a 13 meter network for a 60-day period.

Sub-Basin 12 Flow Monitoring, Fort Smith, Arkansas — Field Supervisor. Site investigation, installation and monitoring a network of five flow meters and three rain gauges for a period of 60-days.

Olness-Lackland Air Force Base, Michael Baker Corporation — Field Supervisor. Installation, maintenance, and monitoring flow meters at 17 locations for a period of 14 days and provide metering results.

Rehab Effectiveness SSES, Beaumont, Texas — Field Supervisor. Installation, maintenance and monitoring of 33 flow monitors and 10 rain gauges for a period of 56 days.

Flow Monitoring and Interceptor Capacity Study, Lewisville, Texas — Field Supervisor. Installation and maintenance of 20 flow meters and 8 rain gauges for a 60-days.

Leawood, Echo Valley and Pleasant Valley Basins SSES, Little Rock Wastewater, Arkansas — Field Supervisor. Installation and monitoring of 17 flow meters and 3 rain gauges.

Alsop, Country Club and Barton Basins SSES, Little Rock Wastewater, Arkansas — Field Supervisor for installation and monitoring of 18 flow meters for a 60-day period.

City-wide Flow Monitoring Program, Baltimore, Maryland — Field Supervisor. Installation and maintenance of over 120 flow meters and 35 rain gauges for an 18-month flow monitoring period.

Mkt/prop/2669A-P_Bray

TRAINING CERTIFICATE

This certifies that

Michael Bray
Field Manager

has successfully completed training on

Permit-Required Confined Space - Attendant

on

June 02, 2009

Course Objectives:

This training session will help you identify the hazards of confined space entry, including the signs, symptoms, behavioral effects, and consequences of hazard exposure of authorized confined space entrants. Duration: 28 minutes.

Andrew C. Witt

Signature and Date

TRAINING CERTIFICATE

This certifies that

Michael Bray
Field Manager

has successfully completed training on

Permit-Required Confined Space - Entrant

on

June 02, 2009

Course Objectives:

This training session will teach you to recognize the hazards of confined space entry, including the signs and symptoms of exposure to hazards; test and monitor for hazards, especially atmospheric dangers; work closely with the attendant to enable the attendant to monitor your exposure to dangerous situations; and respond to emergencies, especially evacuating the confined space. Duration: 22 minutes.

Andrew C. Watt

Signature and Date

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Jonathan Kerr
Field Manager

Years of Experience: 27

Education

General Studies
(1981 – 1982, College of Ozarks)

Business Management
(1982, University Northern Colorado)

Land Survey
(1985, East Field Community College)

Windows
(1997, North Lake Community College)

Certifications/Training

OSHA 10-Hour Safety Certification

4 Hour Work Zone Traffic Control

Confined Space Entry

First Aid/CPR

Telog Enterprise Training

Telog System Training
(RU-33, RS-33 Programming and Troubleshooting)

Mr. Kerr has over 27 years of experience in inflow/infiltration analysis and sewer system evaluation studies. His SSES experience includes the evaluation of more than 15,000,000 linear feet of sanitary sewer systems. He has evaluated more than 50,000 manholes and hundreds of cleanouts for rehabilitation through the use of physical inspections. He has worked in all phases of sewer system evaluation surveys, including flow monitoring, smoke testing, physical inspection, quantification, cleaning, and closed circuit television inspection.

Flow Monitoring Calibration and Installation Experience

Little Rock, Arkansas — Certified and tested 69 meters/6 rain gauges.

Southlake, Texas — Certified and tested 13 meters/6 rain gauges.

McKinney, Texas — Certified and tested 20 meters/5 rain gauges.

Tulsa, Oklahoma — Certified and tested 30 meters/6 rain gauges.

Baltimore County, Maryland — Certified and tested 120 meters.

Fort Smith, Arkansas — Certified and tested 5 meters/3 rain gauges.

Longview, Texas — Certified and tested 8 meters and 12 rain gauges.

Haltom City, Texas — Certified and tested 14 meters and 7 rain gauges.

Fayetteville, Arkansas — Certified and tested 22 meters and 4 rain gauges.

DFW Airport, Irving, Texas — Certified and tested 10 meters.

Waco, Texas — Installation and maintenance of 25 meters/10 rain gauges.

MWRA, Boston, Massachusetts — Installation of 45 Long Term flow meters with telemetry.

Narragansett Bay Commission, Providence, Rhode Island — Installation of 70 Long Term flow meters with telemetry.

Baltimore, Maryland — Installation of 114 long-term flow meters with telemetry/45 rain gauges with telemetry.

ALCOSAN, Pittsburgh, Pennsylvania — Certified and tested 145 meters.

Lewisville, Texas — Installation and maintenance of 20 flow meters/8 rain gauges.

Beaumont, Texas — Installation and maintenance of 33 flow meters/10 rain gauges.

Temple, Texas — Calibrated and tested 11 flow meters and sensors/5 rain gauges.

New Castle County, Delaware — Calibrated and tested 44 flow meters and sensors/4 rain gauges.

Hot Springs, Arkansas — Certified and tested 65 meters/15 rain gauges.

Sanibel, Florida — Certified and tested 12 flow meters and sensors/2 rain gauges.

Mkt/prop/2669A-P_Kerr

CERTIFICATE OF COMPLETION

Jonathan Kerr

Has completed 8 hours of instruction in:

National Safety Council's, Confined Space Certification Program

Given by

Eagle Training Resources
Employee Training Program

On this the 01 day of July, 2004

John K. Bennett
Instructor

ENTERED

rjngroup
The Choice for Collection System Solutions

Roy J. Bass
Field Technician

Years of Experience: 5

Certifications/Training
OSHA 10-Hour Safety Certification
Work Zone Traffic Control
Confined Space Entry
First Aid/CPR

Mr. Bass has experience with field investigation services including flow meter installations, smoke testing, dye flooding and manhole inspections.

Related Project Experience

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Field Technician. Installation of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman. Services include ongoing maintenance, data processing, and monthly data delivery.

Master Plan Update, Fayetteville, Arkansas — Field Technician. Flow metering services included installation, maintenance, data collection, and data analysis for 20 meters for a 60-day period.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Field Technician. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Sanitary Sewer Evaluation Survey, Ada, Oklahoma — Field Technician. Installation, monitoring, and maintenance for a 13 meter network for a 60-day period.

Sub-Basin 12 Flow Monitoring, Fort Smith, Arkansas — Field Technician. Site investigation, installation and monitoring a network of five flow meters and three rain gauges for a period of 60-days.

Citywide Sanitary Sewer Evaluation Study, Russellville City Corporation, Arkansas — Field Technician. Installation, monitoring, and maintenance of a 28 flow meter network for 60 days.

Jimmerson Creek, Swaggerty Creek, Bond Pump Station, and Granite Mountain Drainage Basins SSES, Little Rock Wastewater, Arkansas — Field Technician. Installation and monitoring of 14 flow meters and 5 rain gauges for a 60-day monitoring period.

White River Watershed Basins W-5, W-6, W-13A, W-20 & W-32 SSES, Fayetteville, Arkansas — Field Technician. Comprehensive SSES that included flow monitoring at six locations and rainfall simulation.

White Clay Basin SSES Program, New Castle County, Delaware — Field Technician. Services included installation, monitoring, and maintenance of a 42 flow meter network for 60 days.

SSES Program, Edmond, Oklahoma — Field Technician. Flow monitoring services to two basin programs. Services included installation, monitoring, and maintenance of a 5 flow meters for 60 days for each project area. Data was collected using wireless telemetry.

Sanitary Sewer Study, North Richland Hills, Texas — Field Technician. Comprehensive sanitary sewer study that included installation, maintenance, management, data collection, and flow analysis for 13 flow meters and 5 rain gauges.

Association of
Bay Area Governments

ABAG Training Center
www.hazmatschool.com

CERTIFICATE OF COMPLETION

Roy Bass

has successfully completed the course titled

OSHA Confined Space Safety

Satisfies 29 CFR 1910.146; 29 CFR 1926.1001; 29CFR 1915.1001

on

July 17, 2008

and has earned

IACET authorized 0.2 CEUs (Continuing Education Units) from the program

Certificate No 67143
(verify at www.hazmatschool.com)

Brian Kirking, Training Director
Sharon McCreadie, Training Coordinator
www.abag.ca.gov; (510) 464-7964

Paul W. Gantt, REA
Safety Compliance Management, Inc.

ENTERED

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The Choice for Collection System Solutions

Joseph Colley
Field Technician

Years of Experience: 4

Education:

B.A. – English and Philosophy (Texas Tech University, 2001)

Certifications/Training

Work Zone Traffic Control

Confined Space Entry

First Aid/CPR

Mr. Colley specializes in field inspection services to support collection system evaluations. He has completed necessary safety training and is proficient with inspection and data collection tasks including flow meter and rain gauge installation and maintenance, GPS survey, full descent and zoom camera manhole inspections, dye testing, smoke testing, night flow isolations, CCTV inspections.

Related Project Experience

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Field Technician. Installation of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman. Services include ongoing maintenance, data processing, and monthly data delivery.

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Field Technician. Flow monitoring services included site selection, installation, maintenance, data collection and data verification for a network of 69 meters and 20 rain gauges for 109 days.

Master Plan Update (HDR), Midland, Texas — Field Technician. Flow metering services to support Master Plan development including installation, maintenance, data collection, and data analysis for 30 meters and 5 rain gauges for a 30-day period.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Field Technician. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Sanitary Sewer Evaluation Survey, Ada, Oklahoma — Field Technician. Installation, monitoring, and maintenance for a 13 meter network for a 60-day period.

Citywide Sanitary Sewer Evaluation Study, Russellville City Corporation, Arkansas — Field Technician. Installation, monitoring, and maintenance of a 28 flow meter network for 60 days.

Sanitary Sewer Study, North Richland Hills, Texas — Field Technician. Comprehensive sanitary sewer study that included installation, maintenance, management, data collection, and flow analysis for 13 flow meters and 5 rain gauges.

Flow Monitoring and Interceptor Capacity Study, Lewisville, Texas — Field Technician. Flow monitoring services included site selection, installation and monitoring of 20 flow meters and 8 rain gauges for a 60-day monitoring report.

Lower Southwest Interceptor Study, Irving, Texas — Field Technician. Interceptor study to identify I/I in the system including data processing and analysis for 8 flow meters and 4 rain gauges for a 60-day period.

Mkt/prop/2669A-P_Colley

TRAINING CERTIFICATE

This certifies that

Joseph Colley

Field Tech

has successfully completed training on

Permit-Required Confined Space - Attendant

on

December 15, 2008

Course Objectives:

This training session will help you identify the hazards of confined space entry, including the signs, symptoms, behavioral effects, and consequences of hazard exposure of authorized confined space entrants.

Andrew C. Witt

Signature and Date

TRAINING CERTIFICATE

This certifies that

Joseph Colley

Field Tech

has successfully completed training on

Permit-Required Confined Space - Entrant

on

December 15, 2008

Course Objectives:

This training session will teach you to recognize the hazards of confined space entry, including the signs and symptoms of exposure to hazards; test and monitor for hazards, especially atmospheric dangers; work closely with the attendant to enable the attendant to monitor your exposure to dangerous situations; and respond to emergencies, especially evacuating the confined space.

Andrew C. Wick

Signature and Date

rjngroup
The Choice for Collection System Solutions

John Becker
Field Technician

Years of Experience: 4

Certifications/Training
OSHA 10-Hour Safety Certification
Work Zone Traffic Control
Confined Space Entry
First Aid/CPR

Mr. Becker is a field inspection specialist with collection system investigations. He has completed necessary safety training and is proficient with inspection and data collection tasks including flow meter and rain gauge installation and maintenance, GPS survey, full descent and zoom camera manhole inspections, dye testing, smoke testing, night flow isolations, CCTV inspections.

Related Project Experience

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Field Technician. Flow monitoring services included site selection, installation, maintenance, data collection and data verification for a network of 69 meters and 20 rain gauges for 109 days.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Field Technician. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Field Technician. Installation of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman. Services include ongoing maintenance, data processing, and monthly data delivery.

Lower Southwest Interceptor Study, Irving, Texas — Field Technician. Interceptor study to identify I/I in the system including data processing and analysis for 8 flow meters and 4 rain gauges for a 60-day period.

Sanitary Sewer Study, North Richland Hills, Texas — Field Technician. Comprehensive sanitary sewer study that included installation, maintenance, management, data collection, and flow analysis for 13 flow meters and 5 rain gauges.

SSES Program, Lewisville, Texas — Field Technician. Flow monitoring services included site selection, installation and monitoring of flow meters and rain gauges for a 60-day monitoring report.

Combined Sewer Flow Monitoring Program, Arlington Heights, Illinois — Field Technician. Installation and maintenance services for a network of 30 meters and 2 rain gauges for a 12 week period. Pipe sizes ranged from 24- to 84-inches.

Wholesale Wastewater Meter Station Validation, Fort Worth, Texas — Field Technician. Installed and maintained 3 flow meters in the Tarrant County WCS sewer line to validate the accuracy of Richland Hills and North Richland Hills billing meters.

Eastern Basin SSES Program, Jonesboro, Arkansas — Field Technician. Comprehensive sewer study included installation, maintenance and monitoring of a network of 7 meters and 4 rain gauges for a 60-day monitoring period.

Mkt/prop/2669A-P_Becker

TRAINING CERTIFICATE

This certifies that

John Becker

Feild tech

has successfully completed training on

Permit-Required Confined Space - Attendant

on

December 19, 2008

Course Objectives:

This training session will help you identify the hazards of confined space entry, including the signs, symptoms, behavioral effects, and consequences of hazard exposure of authorized confined space entrants.

Andrew C. Witt

Signature and Date

TRAINING CERTIFICATE

This certifies that

John Becker

feild tech

has successfully completed training on

Permit-Required Confined Space - Entrant

on

December 19, 2008

Course Objectives:

This training session will teach you to recognize the hazards of confined space entry, including the signs and symptoms of exposure to hazards; test and monitor for hazards, especially atmospheric dangers; work closely with the attendant to enable the attendant to monitor your exposure to dangerous situations; and respond to emergencies, especially evacuating the confined space.

Andrew C. Witt

Signature and Date

rjngroup
The Choice for Collection System Solutions

Elizabeth Y. Aguin, E.I.T.

Data Analyst

Years of Experience: 5

Education:

B.S. – Civil Engineering/Mathematics (Southern Methodist University, 2007)

M.S. – Civil Engineering (Southern Methodist University, 2011)

Registrations:

E.I.T. - Texas

Certifications/Training:

Telog Enterprise Training

Ms. Aguin specializes in data analysis and data management services to support wastewater collection evaluation studies. Her specific expertise lies with verification and analysis of collected flow data, field inspection results, utility maps, WWTP and lift/pump station records, defect rehabilitation methods, and rain data.

Related Project Experience

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Data Analyst. Data processing and monthly data delivery services for a network of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman.

System Evaluation and Capacity Assurance Plan (SECAP) Evaluation, Little Rock Wastewater, Arkansas — Data Analyst. Flow monitoring services included site selection, installation, maintenance, data collection/ verification for a network of 69 meters and 20 rain gauges for 109 days.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Data Analyst. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Flow Monitoring Project, Allegheny County Sanitary Authority, Pittsburg, Pennsylvania — Data Analyst. Data processing and delivery for a network of 143 flow meters for 14 months required under consent order.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Data Analyst. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

Flow Monitoring and Interceptor Capacity Study, Lewisville, Texas — Data Analyst. Data processing and analysis for a network of 20 flow meters and 8 rain gauges for a 60-days.

Jimmerson Creek, Swaggerty Creek, Bond Pump Station, and Granite Mountain Drainage Basins SSES, Little Rock Wastewater, Arkansas — Data Analyst. Installation and monitoring of 14 flow meters and 5 rain gauges for a 60-day monitoring period.

South Area Flow Monitoring Program, Baltimore County, Maryland — Data Analyst. Data services for over 130 flow meters and 25 groundwater gauges for a 12-month monitoring period.

City-wide SSES, Southlake, Texas — Data Analyst. City wide SSES program to identify I/I sources. Flow metering was conducted using a network of 18 meters and 4 rain gauges for a 60-day metering period.

Lower Southwest Interceptor Study, Irving, Texas — Data Analyst. Interceptor study to identify I/I in the system including data processing and analysis for 8 flow meters and 4 rain gauges for a 60-day period.

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The Choice for Collection System Solutions

Johnny R. Bradshaw

Data Analyst

Years of Experience: 5

Education

B.S. – Physics with a minor in Geo Science (2006, University of Texas – Dallas)

Certifications/Training

Confined Space Entry

Software Tools/Expertise

InfoWorks

Telog Enterprise Client

ArcGIS

Mr. Bradshaw has five years of experience providing a wide range of services associated with sanitary sewer evaluation studies and rehabilitation programs. He provides expertise with data collection and data management for field investigations, GIS data integration and reporting, data quality control. He specializes in managing and collecting data to support hydraulic model calibration and analysis.

Related Project Experience

Master Plan Update, Fayetteville, Arkansas — Data Analyst. Flow metering services included installation, maintenance, data collection, and data analysis for 20 meters for a 60-day period.

City-wide Sanitary Sewer Evaluation Study, Hot Springs, Arkansas — Data Analyst. Flow metering services included site selection, installation, maintenance and monitoring for 65 flow meters and 15 rain gauges for a 60-day monitoring period; and data analysis to evaluate and correlate rainfall and flow data.

South Area Flow Monitoring Program, Baltimore County, Maryland — Data Analyst. Data services for over 130 flow meters and 25 groundwater gauges for a 12-month monitoring period.

City-wide SSES, Southlake, Texas — Data Analyst. City wide SSES program to identify I/I sources. Flow metering was conducted using a network of 18 meters and 4 rain gauges for a 60-day metering period.

Jimmerson Creek, Swaggerty Creek, Bond Pump Station, and Granite Mountain Drainage Basins SSES, Little Rock Wastewater, Arkansas — Data Analyst. Installation and monitoring of 14 flow meters and 5 rain gauges for a 60-day monitoring period.

White River Watershed Basins W-5, W-6, W-13A, W-20 & W-32 SSES, Fayetteville, Arkansas — Data Analyst. Comprehensive SSES that included flow monitoring at six locations and rainfall simulation.

Citywide Sanitary Sewer Evaluation Study, Russellville City Corporation, Arkansas — Data Analyst/Modeler. Installation, monitoring, and maintenance of a 28 flow meter network for 60 days.

Sub-Basin 12 Flow Monitoring, Fort Smith, Arkansas — Data Analyst. Site investigation, installation and monitoring a network of five flow meters and three rain gauges for a period of 60-days.

Sanitary Sewer Study, North Richland Hills, Texas — Data Analyst. Comprehensive sanitary sewer study that included installation, maintenance, management, data collection, and flow analysis for 13 flow meters and 5 rain gauges.

Mkt/prop/2669A-P_Bradshaw

Association of
Bay Area Governments

ABAG Training Center
www.hazmatschool.com

CERTIFICATE OF COMPLETION

Johnny Bradshaw

has successfully completed the course titled

OSHA Confined Space Safety

Satisfies 29 CFR 1910.146; 29 CFR 1926.1001; 29CFR 1915.1001

on

July 17, 2008

and has earned

IACET authorized 0.2 CEUs (Continuing Education Units) from the program

Certificate No 67138
(verify at www.hazmatschool.com)

Brian Kirking, Training Director
Sharon McCreadie, Training Coordinator
www.abag.ca.gov; (510) 464-7964

Paul W. Gantt, REA
Safety Compliance Management, Inc.

ENTERED

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The Choice for Collection System Solutions

Karen Rico, E.I.T.

Data Analyst

Years of Experience: 1

Education:

B.S. – Civil Engineering/Mathematics (Southern Methodist University, 2012)

Registrations:

E.I.T. - Texas

Certifications/Training:

Telog Enterprise Training

Software:

Telog Enterprise Client

AutoCAD

Microsoft Office Suite

Ms. Rico specializes in data analysis and management services to support collection system evaluation and improvement programs. In this role, she validates data collection and uploads, verifies data accuracy, and conducts complex flow analysis to derive dry-weather flow levels and wet-weather impacts and anomalies using graphical and statistical methodologies.

Related Project Experience

South Area Flow Monitoring Program, Baltimore County, Maryland — Data Analyst. Data services for over 130 flow meters and 25 groundwater gauges for a 12-month monitoring period.

Long Term Flow Monitoring Program, Baltimore, Maryland — Data Analyst. Flow and rainfall monitoring, flume evaluation, and SSO monitoring program conducted in multiple sewersheds over a three year period. The flume evaluation covers 28 flumes and involves 18 meters mirroring the existing flumes, 10 meters installed in unmonitored areas, and 9 rain gauges. Services included site selection/verification, installation and maintenance of equipment, and data processing and analysis.

2012 Flow Monitoring Program, Edmond, Oklahoma — Data Analyst. Flow monitoring project to assess sewer flows and evaluate levels of inflow/infiltration in the project area. Services included installation, maintenance, and data collection for a network of 5 flow meters and 2 rain gauges for a 60-day metering period. Data was collected data using wireless telemetry.

Master Plan Update, Fayetteville, Arkansas — Data Analyst. Master Plan update to assess system performance and determine future needs. Flow monitoring services included site selection/verification, installation and maintenance was conducted for a network of 20 meters/10 rain gauges. Data collection and data processing services were conducted for the temporary network and 20 permanent meters.

Mkt/prop/2669A-P_Rico

rjngroup
The Choice for Collection System Solutions

Kenneth W. Garrett

Data Analyst

Years of Experience: 9

Certifications/Training

Confined Space Entry

Egress Equipment Training

First Aid

4 Hour Work Zone Traffic Control

Texas Rope Rescue
(Manhole and Sewer Entry Safety OSHA 1910.146.app.E)

Telog Enterprise Training

Mr. Garrett has over nine years of experience with data analysis and data processing services to support collection system evaluation studies. He has also managed field inspections including flow monitoring, manhole inspections, smoke testing and dyed water flooding.

Related Project Experience

Oklahoma University Permanent Flow Monitoring, Norman, Oklahoma — Data Analyst. Installation and maintenance of 18 permanent gravity flow meters used for billing purposes between the University and the City of Norman. Services include ongoing maintenance, data processing, and monthly data delivery.

Wastewater Master Plan Update, Fort Worth, Texas — Data Analyst. Flow monitoring included data processing and analysis for a network of 46 flow meters and 20 rain gauges for a 90-day period.

Sanitary Sewer Study, North Richland Hills, Texas — Data Analyst. Flow monitoring services included data processing and verification for a network of 13 flow meters and 5 rain gauges.

City-wide Sanitary Sewer Evaluation Study, Ada, Oklahoma — Data Analyst. Flow monitoring services included data collection, processing, and verification for a network of 13 flow meters and 5 rain gauges for a 60-day monitoring period.

Sewer Evaluation of Sub-Basin 12, Fort Smith, Arkansas — Data Analyst. Services included data collection, processing and verification for a network of five flow meters and three rain gauges for a period of 60-days.

Olness-Lackland Air Force Base, Michael Baker Corporation, Florida — Data Analyst. Data collection and processing for flow meters at 17 locations for a period of 14 days.

Master Plan Update, McKinney, Texas — Data Analyst. Flow monitoring services included data collection and processing for a network of 23 flow meters for a period of 60-days and supplementing data gathered using the City network of permanent meters.

Flow Monitoring and Interceptor Capacity Study, Lewisville, Texas — Field Supervisor. Flow Monitoring services included installation, maintenance, and monitoring for 20 flow meters and 8 rain gauges for a 60-day monitoring report.

Flow Monitoring, Eagle Point/Grand Prairie, Texas — Field Supervisor. Installed, serviced, and monitored a network of 25 flow meters on the City collection system and Trinity River Authority interceptors for a period of 45 days. Data collection occurred electronically.

Bird Creek Interceptor Flow Monitoring and Modeling (Carter Burgess), Temple, Texas — Field Technician. Flow monitoring services included installation and maintenance for a network of 10 flow meters and 4 rain gauges for a 60-day period.

Mkt/prop/2669A-P_Garrett

TRAINING CERTIFICATE

This certifies that

Kenneth Garrett
Crew Leader

has successfully completed training on

Permit-Required Confined Space - Attendant

on

May 28, 2009

Course Objectives:

This training session will help you identify the hazards of confined space entry, including the signs, symptoms, behavioral effects, and consequences of hazard exposure of authorized confined space entrants. Duration: 28 minutes.

Andrew C. Witt
Signature and Date

TRAINING CERTIFICATE

This certifies that

Kenneth Garrett
Crew Leader

has successfully completed training on

Permit-Required Confined Space - Entrant

on

May 28, 2009

Course Objectives:

This training session will teach you to recognize the hazards of confined space entry, including the signs and symptoms of exposure to hazards, test and monitor for hazards, especially atmospheric dangers, work closely with the attendant to enable the attendant to monitor your exposure to dangerous situations, and respond to emergencies, especially evacuating the confined space. Duration: 22 minutes

Andrew C Witt

Signature and Date

5	**REQUIRED SUBMITTALS** The following documents are required to be completed and submitted with the Offer. Please check the boxes below as confirmation. ☑ Offer Sheet ☑ Bid Sheet (Section 0600) ☑ Non-Discrimination Certification (Section 0800) ☑ Non-Suspension or Debarment Certification (Section 0805) ☑ Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810) ☑ Living Wages & Benefits Contractor Certification (Section 0815) ☑ Nonresident Bidder Provisions (Section 0835) ☑ No Goals Form & No Goals Utilization Plan (Section 0900) ☑ I understand that failure to submit the completed forms above will result in disqualification of my Offer. ☑ Local Business Presence Identification Form (Section 0605) *For an Offeror's Local Business Presence to be considered, this form must be completed and returned with the Offer.* ☑ Addenda (if incorporated into this solicitation) *Failure to submit signed addenda may result in disqualification of the Offer.*
6	**CERTIFICATION OF COMPLIANCE** ☑ **I certify that my Offer meets all requirements of this solicitation and understand that any exceptions may result in disqualification of my Offer.**

COMPANY NAME: RJN Group, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Alan J Hollenbeck

PRINTED NAME: Alan J. Hollenbeck, P.E.

EMAIL ADDRESS: jplymale@rjn.com

City of Austin

Purchasing Office

Local Business Presence Identification Form

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	RJN Group, Inc.					
Address	13785 Research Boulevard, Suite 125, Austin, TX 78750					
Is Firm located in the Corporate City Limits? (circle one)	(Yes)		No			
In business at this location for past 5 yrs?	Yes		(No) Prior office location - 223 W. Anderson Lane, Suite A145, Austin - was in place for more than 5 years			
Location Type:	Headquarters	Yes	No ✓	Branch	Yes ✓	No

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

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

OFFEROR'S FULL NAME AND ENTITY STATUS:

RJN Group, Inc.

Signature, Authorized Representative of Offeror

President/CEO
Title

3/18/2013
Date

END

mkt/prop/2669A-FORM-0605

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

SOLICITATION NO IFB-BV GAL0047

City of Austin, Texas
Human Rights Commission

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

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

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

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

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

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

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

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

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

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

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

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

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

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

Dated this 18th day of March, 2013.

CONTRACTOR RJN Group, Inc.

Authorized Signature [signature]

Title President/CEO

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. IFB-BV GAL0047

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

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

Contractor's Name:	RJN Group, Inc.		
Signature of Officer or Authorized Representative:	Alan D Hollenbeck	Date:	3/18/2013
Printed Name:	Alan J. Hollenbeck, P.E.		
Title:	President/CEO		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. IFB-BV GAL0047
FOR

WASTEWATER FLOW MONITORING SERVICES

State of Texas

County of Travis

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

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

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

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

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

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

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

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

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

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

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

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

Offeror's Explanation:	

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

Contractor's Name:	RJN Group, Inc.
Printed Name:	Alan J. Hollenbeck, P.E.
Title:	President/CEO

Alan J Hollenbeck
Signature of Officer or Authorized Representative:

OFFICIAL SEAL
DEBBIE L ANDERSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/27/16

Subscribed and sworn to before me this 18TH day of MARCH, 2013.

Debbie L Anderson
Notary Public

My Commission Expires 11-27-16

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

SOLICITATION NO. IFB-BV GAL0047

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

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

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add Delete	P. Jeffrey Plymale	Project Director
Add Delete	Daniel H. Jackson, P.E.	Project Manager
Add Delete	Michael A. Bray	Field Operations Manager
Add Delete	Joseph Colley	Field Technician
Add Delete	John Becker	Field Technician
Add Delete	Jon Kerr	Field Manager
Add Delete	Roy Bass	Field Technician
Add Delete	Elizabeth Y. Aguin, EIT	Data Analyst
Add Delete	Johnny R. Bradshaw	Data Analyst
Add Delete	Karen A. Rico, EIT	Data Analyst
Add Delete	Kenneth W. Garrett	Data Analyst

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Contractor's Name:	RJN Group, Inc.		
Signature of Officer or Authorized Representative:	Alan D Hollenbeck	Date:	3/18/2013
Printed Name:	Alan J. Hollenbeck, P.E.		
Title:	President/CEO		

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. IFB-BV GAL0047

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

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

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

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ○ Yes ◉ No

Bidder's Name:	RJN Group, Inc.		
Signature of Officer or Authorized Representative:	Alan J. Hollenbeck	Date:	3/18/2013
Printed Name:	Alan J. Hollenbeck, P.E.		
Title:	President/CEO		

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

SOLICITATION NUMBER: IFB-BV GAL0047

PROJECT NAME: WASTEWATER FLOW MONITORING SERVICES

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

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

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

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

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

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

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

RJN Group, Inc.
Company Name

Alan J. Hollenbeck, P.E., President/CEO
Name and Title of Authorized Representative (Print or Type)

Alan J. Hollenbeck
Signature

3/18/2013
Date

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

SOLICITATION NUMBER:	IFB-BV GAL0047
PROJECT NAME:	WASTEWATER FLOW MONITORING SERVICES

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	RJN Group, Inc.		
Address	13785 Research Blvd, Suite 125		
City, State Zip	Austin, TX 78750		
Phone	(512) 655-2201	Fax Number	(972) 437-2707
Name of Contact Person	P. Jeffrey Plymale		
Is company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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

Alan J. Hollenbeck, P.E., President/CEO
Name and Title of Authorized Representative (Print or Type)

Alan J Hollenbeck
Signature

3/18/2013
Date

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

Sub-Contractor/Consultant	ADS Environmental		
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☒NON-CERTIFIED
Vendor ID Code	VC0000102812		
Contact Person	Kirk Jones	Phone Number:	(512) 228-6001
Amount of Subcontract	$ 205,000		
List commodity codes & description of services	ADS will supply ADS meter equipment as listed in the Bid Requirements and equipment training as necessary. A letter of commitment from ADS for supplying equipment is provided.		

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

rjngroup
The Choice for Collection System Solutions

www.rjn.com

March 10, 2013

Jonathan Hasson
ADS Environmental Services, Inc.
1300 Meridian St. Suite 3000
Huntsville, AL 35801

RE: Crosstown Tunnel Basin
Wastewater Flow Monitoring Services
City of Austin – Bid GAL0047

Dear Mr. Hasson:

This confirms that ADS Environmental Services, Inc. will be listed as a subcontractor to RJN Group, Inc. to provide ADS equipment and associated support services to meet the flow monitoring equipment specifications for the referenced project.

Best Regards,

On behalf of RJN Group, Inc.

Jeff Plymale
Vice President

On behalf of

ADS Environmental Services, Inc.

Dated March 12, 2013

Mr. Jonathan Hasson

A U S T I N C I T Y C O U N C I L

AGENDA

Recommendation for Council Action (Purchasing)

Austin City Council	**Item ID:**	23533	**Agenda Number**	38.

Meeting Date:	April 25, 2013
Department:	Purchasing

Subject

Authorize award and execution of a 12-month service contract with RJN GROUP, INC. or one of the other qualified bidders for IFB-BV GAL0047, for the purchase of wastewater flow monitoring services for the Austin Water Utility in an estimated amount not to exceed $525,390, with two 12-month extension options in an estimated amount not to exceed $525,390 per extension option, for a total estimated contract amount not to exceed $1,576,170.

Amount and Source of Funding

Funding in the amount of $218,913 is available in the Fiscal Year 2012-2013 Operating Budget of Austin Water Utility. Funding for the remaining seven months of the original contract period and extension options is contingent upon available funding in future budgets.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing Language:	Best evaluated bid received.
Prior Council Action:	
For More Information:	Gage Loots, Senior Buyer/512-972-4009
Boards and Commission Action:	April 10, 2013 - Approved by the Water & Wastewater Commission on a 5-0 vote.
Related Items:	
MBE / WBE:	This contract will be awarded in compliance with City Code Chapter 2-9C (Minority Owned and Women Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

Additional Backup Information

This contract with RJN Group, Inc. is to provide wastewater flow monitoring services for the Austin Water Utility (AWU). These services are to monitor flow in the wastewater system and to use the data to investigate inflow and infiltration, calibrate hydraulic models, and serve as a warning tool for wastewater mains that are surcharged and are potential wastewater overflows. In order to calibrate the hydraulic model, it is vital for the AWU to obtain a large amount of accurate data during dry weather and especially during wet weather events.

During the life of this contract the contractor will provide the services to 44 flow meter locations. The contractor will provide and install a flow meter system that consists of a flow meter logger, sensor, remote terminal unit, modem, power source and associated barriers for an intrinsically safe environment.

In order to determine the best-value to the City, evaluation criteria included cost, experience, equipment resources, personnel qualifications and local business presence. The evaluation team chose RJN Group, Inc. as the overall best-value to the City based on these criteria and specifically noted their large quantity of qualified personnel to be assigned to this contract and extensive relevant experience including large and recent projects.

This request allows for the execution of a contract with a bidder, who provides the best value to the City, that Council selects. If this bidder does not execute a contract with the City, staff will return to Council so that Council may select another best value bidder and authorize a contract with this bidder.

MBE/WBE solicited: 7/2 MBE/WBE bid: 0/0

BID TABULATION
IFB-BV No. GAL0047
Wastewater Flow Monitoring Services
(15 line items)

Vendor	**Total Bid Amount □ 12 months**
Burgess & Niple, Inc. Austin, TX	$489,656.68
Utility System Science & Software, Inc. Santa Ana, CA	$494,160.00
RJN Group, Inc. **Austin, TX**	**$525,390.00**
Interra Hydro, Inc. Austin, TX	$592,000.00

A complete bid tabulation is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

PRICE ANALYSIS

a. Adequate competition.

b. One-hundred ten notices were sent, including seven MBE and two WBE. Four bids were received, with no response from the MBE /WBE.
c. This is the first purchase of its type; therefore, there is no pricing history available.

APPROVAL JUSTIFICATION

a. Best evaluated bid.
b. The Purchasing Office concurs with Austin Water Utility's recommended award.
c. Advertised in the Austin American Statesman and on the Internet.

Evaluation Category	Maximum Points	RJN Group, Inc. Austin, TX	Burgess & Niple, Inc. Austin, TX	Utility System Science & Software, Inc. Santa Ana, CA	Interra Hydro, Inc. Austin, TX
Total Cost (Bidder with lowest cost to City will be given maximum points, remaining given on a percentage ratio basis)	51	48	51	50	42
References & Demonstrated Applicable Experience	19	19	15	14	13
Equipment Resources	10	10	10	6	6
Personnel Qualifications & Resources	10	10	7	6	6
Local Business Presence	10	10	10	0	0
Total	100	97	93	76	67

City of Austin
Founded by Congress, Republic of Texas, 1839
P.O. Box 1088, Austin, Texas 78767-1088
Financial and Administrative Services Department

April 10, 2013

Mark Serres
Utility Systems, Science and Software, Inc.
601 N. Parkcenter Drive, # 209
Santa Ana, CA 92705

RE: IFB-BV GAL0047

Dear Mr. Serres,

Thank you for your interest in doing business with the City of Austin and responding to solicitation IFB-BV GAL0047 – Wastewater Flow Monitoring Services. On April 8, 2013, you filed written notice of your formal protest of the evaluation results. You cited your disagreement with the evaluation of your bid based on your scores for References & Demonstrated Applicable Experience, Equipment Resources, Personnel Qualifications & Resources, and Local Business Presence. The following are the City's responses to your points of protest in each of these categories:

1. References & Demonstrated Applicable Experience

   The Bid Sheet (Section 0600, part 2) detailed the information to be evaluated for References and Demonstrated Applicable Experience and required a "list of five (5) project references completed that demonstrate experience and competence on recent relevant projects." Nowhere in the solicitation did the City state that evaluations would be based on phone calls with those references. Instead, the City used the information provided about each project as the basis for the scores. Any calls to US3's references were done outside the scope of this evaluation. In addition, bidders were prompted to provide other miscellaneous information such as "background about their company, years in business and relevant experience with this type of work as well as qualifications that will make the bidder suitable for this project." Based on evaluation of the information that you provided with your bid, you were scored as a fifteen (15).

2. Equipment Resources

   The Bid Sheet (Section 0600, part 3) detailed the information to be evaluated for Equipment Resources; specifically, part was that the bidder was to "describe their ability to obtain replacement flow meters during the term of the contract. The City prefers a bidder that will maintain immediately accessible, local inventory equal to at least fifty percent (50%) of the total flow meters to be installed." Your response did not contain any

information on this portion from which to evaluate; therefore, you were scored as a six (6).

3. Personnel Qualifications & Resources

   The Bid Sheet (Section 0600, part 4) detailed the information to be evaluated for Personnel Qualifications & Resources. It stated that, "at a minimum, the staff qualifications and quantities must meet the requirements stated in Specification AWU-131 (Section 0500, parts 9.1 - 9.5)." Your submitted information identified your personnel; however, there was no information on your Field Technicians from which to evaluate. For this reason, you were scored as a six (6).

4. Local Business Presence

   In accordance with the Solicitation Instructions (Section 0200, part 12C), a bidder "is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years." Companies that met this requirement were scored ten (10) points in accordance with the solicitation. Your company does not have an office in the Austin Corporate City Limits; therefore, the score of zero (0) is accurate.

After reviewing the specific details of the solicitation and evaluation, in accordance with the City of Austin Purchasing Office Solicitation Instructions, Section 0200, paragraph 17.B(v), I have determined that the grounds for your protest are insufficient to proceed. Therefore, your protest is denied and the file is closed.

I appreciate you bringing your concerns to my attention. Thank you for submitting your proposal and for your interest in doing business with the City of Austin. Should you have any questions, you may contact me by phone at (512) 974-2033 or by email at Yolanda.Miller@austintexas.gov

Sincerely,

Yolanda Miller

Yolanda Miller
Deputy Purchasing Officer
Financial and Administrative Services Department

Utility Systems Science & Software

6190 Fairmount Ave. Suite E
San Diego, Ca 92120
Phone: (619) 546-4281 Fax: (619) 615-2380

April 8, 2013

City of Austin
Municipal Building
Purchasing Department
124 W. 8th Street, Room 310
Austin, TX 23456

Attention: Gage Loots

Subject: Protest Results for Crosstown Tunnel Basin Wastewater Flow Monitoring Services (Project No. IFB-BV GAL0047)

Hello Gage,

We do not mean to be difficult, but the evaluation for US3 is simply not accurate. Further, although RJN is an excellent company, the evaluation for them was more than generous. We have no issues with Austin selecting RJN to provide sewer flow monitoring services, but if one were to simply go by the bid, then the bid needs to follow the guidelines as identified in the RFP.

1 **Applicable Experience and References**. We only supplied three references because that was in the RFP. US3 primary line of business is Sewer Flow Monitoring. Further, US3 provides this service throughout the USA. When it comes to Sewer Flow Monitoring, US3 is in every way as experienced as say RJN. It should be noted that the **references for US3 were not called until AFTER the evaluation.** Thus, making the matrix associated with results entirely incorrect or worse, virtually made up. Once again, at a minimum US3 should have been provided a value of (10) since this is our main business and combined with our partners on this project (Hach Flow), it is simply not feasible to have such a low evaluation.

2. Equipment Resources. As indicated in our proposal, US3 has teamed with Hach Flow to provide all of the hardware, software and communications. This is not dissimilar to Burgess & Nipple. Further, we described in detail that US3 is fully compliant with Telog has specialized hardware & software specifically for Telog. Thus, it is not logical that we would be given a (6) when in fact by definition, we should be given a value of (10), if for no other reason, our main competitor has exactly the same equipment.

3. Personal Qualification & Resources. Once again, US3 provided a list of the principles with over 15 years experience at every level. Further, US3 provided an outreach to the City of Austin with over 50 pages for both technical and labor related activities in Austin. US3 provided all the documentation required for Certified MBE/WBE compliance. Yet US3 received a value of (6)? Gage, you must admit, this cannot be correct.

4. Local business presence. As discussed on the phone, it is our understanding that RJN opened the office in Austin at the start of this bidding process and hope to one day fill it with people. US3 is working through the Coreon Group in Pflugerville. Should US3 receive a value of (0) for working with Coreon and combined with our outreach program, then clearly RJN should not be given full credit of (10) and in fact should receive exactly the same value as US3. I am quite sure the other bidders feel the same. If this is a true RFP and an evaluated bid, there is no way we should not have the same value.

Gage, we may lose this bid, but at a minimum the evaluation needs to be accurate. As identified above, it appears that in many cases, numbers were just put in the box. For example, it was not possible to enter a value for references, when the references were not even called until after the evaluation.

Thank you,

Mark Serres

Mark Serres
Vice President
714-724-4454 Cell

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

April 1, 2013

Sent via e-mail to: mark.serres@uscubed.com

Mark Serres
Utility Systems, Science and Software, Inc.
601 N. Parkcenter Drive, # 209
Santa Ana, CA 92705

RE: Recommendation for Award of Invitation for Bid Best-Value No. GAL0047: Wastewater Flow Monitoring Services

Dear Mr. Serres,

The above-referenced City of Austin solicitation has been recommended for award to the firm listed below.

RJN Group, Inc.

Enclosed is a copy of the evaluation matrix for your review. Thank you for submitting your response and for your interest in doing business with the City of Austin. If you have any questions, please contact me at (512) 972-4009.

Sincerely,

Gage Loots
Senior Buyer
City of Austin
Finance & Administrative Services Department
Purchasing Office

Enclosure: Evaluation Matrix

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

April 1, 2013

Sent via e-mail to: brian.duffy@interrahydro.com

Brian Duffy
Interra Hydro, Inc.
2802 Flintrock Trace, # 265
Austin, TX 78738

RE: Recommendation for Award of Invitation for Bid Best-Value No. GAL0047: Wastewater Flow Monitoring Services

Dear Mr. Duffy,

The above-referenced City of Austin solicitation has been recommended for award to the firm listed below.

RJN Group, Inc.

Enclosed is a copy of the evaluation matrix for your review. Thank you for submitting your response and for your interest in doing business with the City of Austin. If you have any questions, please contact me at (512) 972-4009.

Sincerely,

Gage Loots
Senior Buyer
City of Austin
Finance & Administrative Services Department
Purchasing Office

Enclosure: Evaluation Matrix

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

April 1, 2013

Sent via e-mail to: david.koberlein@burgessniple.com

David Koberlein
Burgess & Niple, Inc.
4029 S. Capital of Texas Hwy., Suite 220
Austin, TX 78704

RE: Recommendation for Award of Invitation for Bid Best-Value No. GAL0047: Wastewater Flow Monitoring Services

Dear Mr. Koberlein,

The above-referenced City of Austin solicitation has been recommended for award to the firm listed below.

RJN Group, Inc.

Enclosed is a copy of the evaluation matrix for your review. Thank you for submitting your response and for your interest in doing business with the City of Austin. If you have any questions, please contact me at (512) 972-4009.

Sincerely,

Gage Loots
Senior Buyer
City of Austin
Finance & Administrative Services Department
Purchasing Office

Enclosure: Evaluation Matrix

RJN

Experience

- Extensive list of relevant experience.
- Long term, high dollar contracts were a plus.
- Recent, ongoing contracts.

Equipment

- Extensive equipment list.
- At least 50% replacement inventory.

Personnel

- 11 qualified personnel

B&N

Experience

- Good, relevant experience.
- Projects were not very recent.
- Lower dollar amounts than those of this contract.

Equipment

- At least 50% replacement inventory

Personnel

- 5 qualified personnel meeting minimum requirements in quantity

Interra Hydro

Experience

- Good experience, but lacking details.
- Local projects (Georgetown, Round Rock).

Equipment

- Lacking detail on inventory.

Personnel

- Identified key personnel but lacked detail.

US3

Experience

- Good experience but lacking detail on the projects.
- Ongoing contracts.

Equipment

- Lacking detail on inventory.

Personnel

- Lacking info on Field Technicians

MEMORANDUM

TO: Evaluation Committee Members

FROM: Gage Loots, Senior Buyer

DATE: March 19, 2013

SUBJECT: IFB-BV GAL0047 – Wastewater Flow Monitoring Services

Thank you for participating in the evaluation process of the solicitation named above. You are receiving a packet that includes a copy of each response received, a copy of the solicitation documents, an evaluation sheet, and a copy of these instructions. These documents are for your use and may be marked up. The Purchasing Office will maintain original submissions. The following guidelines will govern the evaluation process.

1. As a member of an Evaluation Committee on a City of Austin project, each member of the Committee is charged with the responsibility of protecting the responses and guaranteeing non-disclosure of any information or materials contained in the responses. Take care with securing your copies and any notes.

2. Discussions of the responses will be conducted during the Evaluation Committee meeting only. There should be no discussions between committee members or the Bidders, or any other source. Do not respond to ANY inquiries from the media, City staff or citizens. Refer all of them to the Purchasing Office Buyer. All Bidders have submitted an Anti-Lobbying Affidavit as a part of their response, which, if violated, could result in disqualification of their offer.

3. Each Committee member should read each response and independently score it per the solicitation instructions prior to the evaluation meeting. You may not change any criteria or the relative importance of any criteria. You may not add or delete evaluation criteria. Specific instructions/guidelines for the evaluation are attached.

4. The Purchasing Office will review the M/WBE Subcontractor Participation information submitted with the Department of Small and Minority Business Resources if applicable. Results will be reported to the committee.

5. The Purchasing Office is responsible for scoring the total evaluated cost and local business presence sections. Do not score them individually.

On a date to be determined in this meeting, the Committee will meet for discussion and group scoring of the responses. At this meeting your score may be posted on a board with other scores for the purpose of team discussions. After the Evaluation Committee has decided that the scoring is acceptable, a composite score will be calculated. The bidder with the highest score will be the recommended bidder.

Once the Evaluation Committee has completed its scoring, the Purchasing Office Buyer will collect all un-needed copies of responses, working notes and scoring drafts for destruction.

EVALUATION INSTRUCTIONS

1. Review the solicitation document so that you understand the nature of the solicitation.

2. Review the evaluation factors before reading the responses so you understand the basis of evaluation.

3. Be fair, reasonable and consistent based on the criteria in the solicitation.

4. If, at any time during the evaluation process, you discover that you may have a conflict of interest, notify the Purchasing Office buyer immediately. An Evaluation Committee member with a relationship/prejudice for or against any Bidder can put the group's work at risk.

5. Award each Bidder points (zero to the maximum listed) in each of the evaluation criteria based on the strengths and weaknesses of the response. Be able to explain your reasons for your scores. Make notes, references to document your position.

6. Do not allow your opinion of the merits of one criterion to influence the points you give in another criterion.

7. Compare the response against the requirements of the solicitation.

8. Don't compare or rate responses against one another.

9. If you find that you require clarification of information or have questions, document these issues and submit them to the Purchasing Office Buyer.

10. Do not assume anything, or "read between the lines". Use only the information provided in the response.

11. If the Evaluation Committee decides that clarifications are needed, Bidders will be contacted for information in a controlled manner and treated equally. Do not contact Bidders on your own.

Date: March 20, 2013

INDIVIDUAL EVALUATION
IFB BEST VALUE
WASTEWATER FLOW MONITORING SERVICES
IFB-BV GAL0047

Offeror: _____
_____
_____

==========

Evaluation Criteria	**Maximum Points**	**Score**

Points for Cost & Local Business Presence will be determined by the Purchasing Office.

b. References & Demonstrated Applicable Experience **19** _____

Comments/Justifications, Strengths/Weaknesses:

_____

_____

_____

_____

_____

_____

c. Equipment Resources **10** _____

Comments/Justifications, Strengths/Weaknesses:

_____

_____

_____

_____

_____

_____

d. Personnel Qualifications & Resources **10** _____

Comments/Justifications, Strengths/Weaknesses:

_____

_____

_____

_____

_____

_____

ADDITIONAL COMMENTS:

_____

_____

_____

_____

_____

Evaluation Category	Maximum Points	RJN Group, Inc. Austin, TX	Burgess & Niple, Inc. Austin, TX	Utility System Science & Software, Inc. Santa Ana, CA	Interra Hydro, Inc. Austin, TX
Total Cost (Bidder with lowest cost to City will be given maximum points, remaining given on a percentage ratio basis)	51	48	51	50	42
References & Demonstrated Applicable Experience	19	19	15	14	13
Equipment Resources	10	10	10	6	6
Personnel Qualifications & Resources	10	10	7	6	6
Local Business Presence	10	10	10	0	0
Total	100	97	93	76	67

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

BID TABULATION
CITY OF AUSTIN
WASTEWATER FLOW MONITORING SERVICES

BID NO. GAL0047
RX NO. 2200 130215002156
DATE: 3/19/2013
BUYER: Gage Loots

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Burgess & Niple, Inc.		Utility System Science & Software, Inc.		RJN Group, Inc.		Interra Hydro, Inc.	
City, State				Austin, TX		Santa Ana, CA		Austin, TX		Austin, TX	
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Base Bid - Installation of Flow Meters at all depth and sewer main sizes.	26	EA	$800.00	$20,800.00	$1,650.00	$42,900.00	$2,250.00	$58,500.00	$1,300.00	$33,800.00
2	Base Bid - Monthly Metering and Data Delivery for 26 sites per month.	12	Month	$23,790.00	$285,480.00	$22,750.00	$273,000.00	$24,830.00	$297,960.00	$28,000.00	$336,000.00
3	Base Bid - Interactive Data Delivery Service for 26 sites per month.	12	Month	$1,378.00	$16,536.00	$2,400.00	$28,800.00	$260.00	$3,120.00	$2,600.00	$31,200.00
4	Base Bid - Telog Enterprise Data Upload for 26 sites per month.	12	Month	$2,147.89	$25,774.68	$750.00	$9,000.00	$650.00	$7,800.00	$2,600.00	$31,200.00
5	and all sewer main line sizes at the end of contract period.	26	EA	$300.00	$7,800.00	$540.00	$14,040.00	$450.00	$11,700.00	$100.00	$2,600.00
	TOTAL BID for Base Bid			$356,390.68		$367,740.00		$379,080.00		$434,800.00	
6	Additive Bid # 1 - Installation of Flow Meters at all depth and sewer main sizes.	9	EA	$800.00	$7,200.00	$1,250.00	$11,250.00	$2,025.00	$18,225.00	$1,300.00	$11,700.00
7	Additive Bid # 1 - Monthly Metering and Data Delivery for 9 sites per month.	6	Month	$8,235.00	$49,410.00	$7,875.00	$47,250.00	$8,165.00	$48,990.00	$8,600.00	$51,600.00
8	Additive Bid # 1 - Interactive Data Delivery Service for 9 sites per month.	6	Month	$477.00	$2,862.00	$280.00	$1,680.00	$90.00	$540.00	$1,200.00	$7,200.00
9	Additive Bid # 1 - Telog Enterprise Data Upload for 9 sites per month.	6	Month	$743.50	$4,461.00	$145.00	$870.00	$225.00	$1,350.00	$1,200.00	$7,200.00
10	Additive Bid # 1 - Removal of Meters from all depths and all sewer main line sizes at the end of contract period.	9	EA	$300.00	$2,700.00	$540.00	$4,860.00	$450.00	$4,050.00	$100.00	$900.00
	TOTAL BID for Additive Bid 1			$66,633.00		$65,910.00		$73,155.00		$78,600.00	
11	Additive Bid # 2 - Installation of Flow Meters at all depth and sewer main sizes.	9	EA	$800.00	$7,200.00	$850.00	$7,650.00	$2,025.00	$18,225.00	$1,300.00	$11,700.00
12	Additive Bid # 2 - Monthly Metering and Data Delivery for 9 sites per month.	6	Month	$8,235.00	$49,410.00	$7,875.00	$47,250.00	$8,165.00	$48,990.00	$8,600.00	$51,600.00
13	Additive Bid # 2 - Interactive Data Delivery Service for 9 sites per month.	6	Month	$477.00	$2,862.00	$280.00	$1,680.00	$90.00	$540.00	$1,200.00	$7,200.00

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

BID TABULATION
CITY OF AUSTIN
WASTEWATER FLOW MONITORING SERVICES

BID NO. GAL0047
RX NO. 2200 130215002156
DATE: 3/19/2013
BUYER: Gage Loots

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Burgess & Niple, Inc.		Utility System Science & Software, Inc.		RJN Group, Inc.		Interra Hydro, Inc.	
City, State				Austin, TX		Santa Ana, CA		Austin, TX		Austin, TX	
MBE/WBE											
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
14	Additive Bid # 2 - Telog Enterprise Data Upload for 9 sites per month.	6	Month	$743.50	$4,461.00	$145.00	$870.00	$225.00	$1,350.00	$1,200.00	$7,200.00
15	Additive Bid # 2 - Removal of Meters from all depths and all sewer main line sizes at the end of contract period.	9	EA	$300.00	$2,700.00	$340.00	$3,060.00	$450.00	$4,050.00	$100.00	$900.00
TOTAL BID for Additive Bid 2				$66,633.00		$60,510.00		$73,155.00		$78,600.00	
TOTAL BID for Base Bid & Additive Bid 1 & 2				$489,656.68		$494,160.00		$525,390.00		$592,000.00	

Prepared By: Julia Ramirez
Approved By: Gage Loots

PRE-BID CONFERENCE ATTENDANCE SHEET

Solicitation: IFB-BV GAL0047

Description: Wastewater Flow Monitoring Services

Date: March 8, 2013

Time: 9:00 AM

Company Name :	Representative :	Phone # :	E-Mail Address :
Burgess Niple	David Koberlein	512 306 6926	david.koberlein@burgessniple.com

Using Dept. Representative: Soo Koon Soon

Conducted By : Gage Loots

PRE-BID CONFERENCE ATTENDANCE SHEET

Solicitation: IFB-BV GAL0047

Description: Wastewater Flow Monitoring Services

Date: March 8, 2013

Time: 9:00 AM

Company Name :	Representative :	Phone # :	E-Mail Address :
COA	Lydia Torres	972-0329	
COA	Israel Espinoza		
COA	Andres Ramirez	972-0310	
	KIRK JONES	512 228 6001	
Mccaulay Controls	Barb Luedecke	458-1148	
COA	Soo Koon Soon	972 2056	

Using Dept. Representative: Soo Koon Soon

Conducted By : Gage Coots

PRE-SOLICITATION MEETING ATTENDANCE SHEET

Commodities/Services: Wastewater Flow Monitoring Services

Date: February 27, 2013 Time: 9:00 AM

Company Name :	Representative :	Phone # :	E-Mail Address :
City of Austin	Israel Espinoza	512-972-4022	israel.espinoza@austintexas.gov
COA	Andres Ramirez	972-0310	
C.C Lynch	Russell Park	5125650191	Russell@ccLynch.com
ITH	GERALD Kubica	940-704-4548	gKubica@interrahydro.com
ITH	BRIAN Duffy	940-781-4423	brian.duffy@interrahydro.com

PRE-SOLICITATION MEETING ATTENDANCE SHEET

Commodities/Services: Wastewater Flow Monitoring Services

Date: February 27, 2013 Time: 9:00 AM

Company Name :	Representative :	Phone # :	E-Mail Address :
City of Austin	Gage Loots	972-4009	gage.loots@austintexas.gov
City of Austin	Sookoon Soon	972 2056	Sookoon.soon@austintexas.gov
AD3	GARRY WOOD	214.683.2575	gwood@icdeccorp.com
B&N	DAVID COBERLEIN	972 620 1255	~~david.loberlein@burnip.com~~ david.loberlein@burgessniple.com
B&N	Ramiro Martinez	512 800 2419	ramiro.martinez@burnip.com
ADS	KIRK JONES	512 228 6001	KJONES@IDEXCORP.COM
Macaulay Controls	Barbara Luedecke	512-458-1148	~~bluedecke@macaulay.com~~ bluedecke@macaulaycontrols.com

Solicitation Type & Number: IFBBV GAL0047

Solicitation Description: WASTEWATER FLOW MONITORING SERVICES

Bid Opening Date & Time: 03/19/2013 @ 12:30pm

Pre-Bid Information: 3-8-13 @ 9:00, 124 W. 8th St., 3rd Floor Conf. Room

Vendor's Name	Rec'd By	Date & Time Received
1. BJN Group	CS	3/18/13 @ 9:40 am Bid Room
2. Utility Systems Science	~~CS~~	3-19-13 @ 8:53 am - Bid Room
3. Burgess & Niple	CS	3/19/13 @ 11:59 am
4. Interra Hydro	CS	3/19/13 @ 12:01 pm
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RECEIVED
2013 MAR 19 PM 12:30
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Bids Distributed By: Pam Dossett

Bids Received By: Julia Ramirez

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

FROM: Gage Loots
Purchasing Office

DATE: February 25, 2013

SUBJECT: Approval to use Zero Goals for IFB-BV 2200 GAL0047
Project Name: Wastewater Flow Monitoring Services
Commodity Code: 96169
$600,000

The Purchasing Office and SMBR have determined that zero goals are appropriate for this solicitation.

This determination is based on the following reasons:

No subcontracting opportunities were identified and these services are very specialized; furthermore, there are six (6) MBEs and two (2) WBEs available to bid as prime contractor for commodity code 96169.

Per the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4009.

✓ Approval is hereby granted to use the above Goals.
___ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: __%MBE __%WBE
b. Subgoals: __%African American __%Hispanic
__%Native/Asian American __%WBE

This determination is based on the following reasons: This is an agreement to provide flow meters and install them in existing manholes. There are no subcontracting opportunities!

Jeremy Walker 2-28-13
Veronica Lara, Director Date

City of Austin
Purchasing Office
Advertisements
03/04/2013

The City of Austin Online Vendor Registration and Solicitation Advertising website has changed.

On October 1, 2011, the City installed the Vendor Connection, a replacement for the existing registration and solicitation advertising websites. This new site may be accessed at http://www.austintexas.gov/financeonline/finance/index.cfm. Solicitation details and document packages are available at this website.

Bidders / Proposers are required to document efforts to solicit MBE/WBE or DBEs in the Compliance Plan. The Goals for each project and the instructions and forms for the Compliance Plan are included in the MBE/WBE or DBE Program Packet included in the solicitation. For construction contracts, the MBE/WBE or DBE Program Packet is a separately bound volume of the Project Manual.

Starting December 10, 2012 and ending March 8, 2013, access to the City Municipal Building at 124 W. 8th Street will be affected by street reconstruction. Please plan your schedule to allow additional time to deliver bid/proposal documents to the Purchasing Office.

A. CONSTRUCTION ADVERTISEMENTS - ALL CONSTRUCTION SEALED BIDS addressed to the City of Austin will be received PRIOR TO date and time indicated for the following project(s), in the **Reception Area, 2nd Floor, Suite 210, Contract Management Department (CMD), 105 W. Riverside, Austin, TX 78704**, then publicly opened and read aloud in the 2nd Floor Conference Room, Ste. 210, unless otherwise indicated in the advertisement. All Bids and compliance plans received after the time set forth will be returned to the bidder unopened. The OWNER's Official opening the Bids shall establish the time for opening of the Bids. All Bid Deposits are refundable upon return of documents within the specified time frame and in good condition, unless otherwise indicated. UNLESS OTHERWISE INDICATED, Project

Manuals, Plans and Addenda may be obtained at the Contract Management Department. First time bidders are encouraged to attend the pre-bid conference to assure their understanding of Owner's bidding and contracting requirements, particularly M/WBE Procurements Program requirements. Cashiers or Certified Check Payable to the City of Austin or acceptable Bid Bond must accompany each bid. Bidders will be required to provide Payment/Performance bonds as specified in the bidding documents. The City reserves the right to reject any and all Bids and to waive any informality in the bids received.

1. AUSTIN BICYCLE COMMUTING FACILITIES FOR WALLER CRK CNTR/PARD (CIP 8950 2507 1151). IFB 6100 CLMC398. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan 512-974-7151 or David Prado 512-974-7096 after 3/04/13. A refundable deposit of $150 is required. For info: Craig Russell, 974-7157. A MANDATORY Vendor Conf. will be held at 625 East 10th Street, Room 105, Austin Texas, 78701 at 2:00P on 3/13/13. Offers due prior to 10:00A on 3/28/13. Compliance plans due prior to 2:00P on 3/28/13. Offers will be opened on 3/28/13 at 2:00P.

B. CENTRAL PURCHASING ADVERTISEMENTS. Solicitations will be issued, and sealed bids or proposals may be received at the **Purchasing Office, Municipal Building, 124 W. 8th St., 3rd floor, Rm. 308/310, telephone number (512) 974-2500, Austin, TX** until the dates and times specified in the solicitation documents for the following item(s):

1. SECURITY MONITORING AND AS-NEEDED REPAIR IFB 5600 LRC0081, due 3/19/13. **2.** TACTICAL EAR GADGETS AND ACCESSORIES IFB 6400 LRC0080REBID, due 3/19/13 **3.** BUNKER GEAR MAINTENANCE RFP 8300 CEA0117, due 3/20/13. **4.** LIQUID FERRIC SULFATE IFB 2200 STA1056, due 3/26/13. **5.** ROBBINS & MYERS PROGRESSIVE CAVITY PUMP REPAIR PARTS IFB 2200 STA1058, due 3/26/13. **6.** COPPER PIPE AND POLYETHYLENE PIPE IFB 2200 STA1059, due 3/26/13. **7.** CLEAN OUT FRAMES AND COVERS IFB 2200 STA1060, due 3/27/13. **8.** PRESCRIPTION SAFETY EYEWEAR, AWU,

PW, WATERSHED, AND FLEET IFB 2200 STA1061, due 3/27/13. **9.** TRENCH SHORING EQUIPMENT SERVICE AND MAINTENANCE IFB 2200 STA1062, due 3/27/13. **10.** TRENCH SHORING EQUIPMENT RENTAL IFB 2200 STA1063, due 3/27/13. **11.** TYPE I HYDRAULIC CEMENT IFB 6200 EAD0220, due 3/27/13. **12.** AQUEOUS FILM FORMING FOAM CONCENTRATE IFB 8300 CEA0067, due 3/27/13. **13.** REPAIR SERVICES FOR TEREX UTILITY EQUIPMENT IFBBV 7800 CEA0022, due 3/27/13. **14.** RECYCLE AND REUSE DROP-OFF CENTERS RFP 1500 SDC0007, due 3/29/13.

THE CITY OF AUSTIN HEREBY NOTIFIES ALL OFFERORS THAT IN REGARD TO ANY CONTRACT ENTERED INTO PURSUANT TO THIS ADVERTISEMENT, MINORITY BUSINESS ENTERPRISES WILL BE AFFORDED EQUAL OPPORTUNITIES TO SUBMIT OFFERS IN RESPONSE TO THIS INVITATION AND WILL NOT BE DISCRIMINATED AGAINST ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR DISABILITY IN CONSIDERATION FOR AN AWARD.