

**CITY OF AUSTIN  
PURCHASING OFFICE  
SCOPE OF WORK  
Maintenance and Repair Of Sedimentation/Filtration Ponds  
INVITATION FOR BID (IFB APC0009REBID)**

**1.0 INTRODUCTION**

- 1.1 The City of Austin – Austin Energy, hereafter referred to as “AE,” seeks bids from qualified service providers, herein after referred to as the “Contractor”, to provide maintenance and repair services to Austin Energy’s sedimentation/filtration ponds, hereinafter referred to as the “drainage facilities/Stormwater Ponds.” The solicitation includes vegetation control services and debris removal in and around Stormwater ponds and their maintenance access areas. The Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed price for all itemized services deliverable under the terms of this solicitation.
- 1.2 This solicitation will ensure proper vegetative maintenance of Stormwater Ponds and surrounding areas. The Contractor shall provide professional maintenance services to AE’s existing drainage facilities, minimizing negative environmental impacts and utilizing the safest possible equipment and techniques in order to minimize the risk of injury to persons, infrastructure and properties in and around the Stormwater Ponds.

**2.0 BACKGROUND**

- 2.1 Austin’s Drainage System has over 1,080 miles of storm drains, 200 miles of drainage ditches and over 30,000 inlets. Stormwater ponds either protect water quality, help reduce flooding or both. Although they are called ponds, they may not hold water except when it rains. On-site storm water controls (ponds) prevent flooding, erosion, and pollution of Austin’s creeks and lakes. These controls slow down Stormwater to reduce downstream flooding and erosion or filter water so that pollutants are trapped in the pond rather than traveling to waterways.
- 2.2 A well-maintained control is more attractive and best serves its purpose of flood reduction and/or water quality protection. Regular maintenance will reduce the need to rebuild a control that has failed and will reduce the risk of fines for non-compliance with government regulations.
- 2.3 The following are types of drainage systems and Stormwater Ponds:
- **Flood Detention**  
This type of control provides flood control. It detains Stormwater for a short amount of time and then slowly releases it downstream.
  - **Filtration Only**  
This type of control has a sand basin through which Stormwater filters before reaching a network of perforated pipes that drain the storm water back into the conveyance system.
  - **Sedimentation/Sand Filtration**

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This type of control has a sedimentation basin that captures large sediment and debris before Stormwater moves to the filtration basin for additional removal of fine sediment. This type of drainage control is not tilled so as to preserve the filtration process.

- **Wet pond**

This type of control has a permanent pool of water. It is designed to capture and hold Stormwater runoff to allow settling of suspended solids and removal of pollutants through plant uptake. These controls are not meant for recreational activities such as swimming and fishing.

**3.0 SCOPE OF WORK**

- 3.1 This solicitation establishes the minimum requirements for proper Stormwater Pond maintenance and its surrounding areas. These services are required to ensure that AE Stormwater Ponds operate in compliance with all Federal, State, and local environmental criteria and regulations.
- 3.2 Pricing for services shall be listed in Section 0600 – Bid Sheet of this solicitation, and shall include costs for labor, equipment, transportation, and insurance. Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverable under the terms of this solicitation.
- 3.3 The following Stormwater Pond sites shall be serviced under this Contract:

Location	Address
Sand Hill Energy Center	1101 Fallwell Lane, Del Valle, Texas 78617
St. Elmo Service Center	4411 Meinardus, Austin, TX 78744
Kramer Lane Service Center, Building D	2412 Kramer Lane, Austin, TX 78758
Kramer Lane Service Center, Building E	2526 Kramer Lane, Austin, TX 78758
Oak Hill Substation	5915 McCarthy Lane
SCC	2500 Montopolis Dr. Austin, Texas
Howard Lane Substation	2305 Gardenia Dr.

- 3.4 AE reserves the right to add or remove work sites from a resulting Contract, as well as increase or decrease the frequency of services as necessary throughout the Contract term. AE reserves the right to add additional sites with pricing for additional sites to be based on properties of similar size and scope.
- 3.5 A Pre-Bid conference will be held at 2526 Kramer Lane, Austin, TX 78758 –followed by a site tour of the Stormwater Pond at Kramer Lane, to allow for visual inspection and familiarity of the areas requiring services.

**4.0 CONTRACTOR QUALIFICATIONS**

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- 4.1 Contractor must have a minimum of five (5) years' experience in the maintenance and repair of sedimentation / filtration ponds. The Contractor "meaning either company or personnel" should provide the City with a list of experience and certifications with their bid as evidence of meeting this minimum requirement including the Contractor's current Certified Applicator license issued by the Texas Department of Agriculture.
- 4.1.1 The Contractor shall hold a current Certified Applicator license issued by the Texas Department of Agriculture if requested to apply chemicals or pesticides.
- 4.2 Contractor's Field Supervisor must have a minimum of two (2) years' experience in the maintenance and repair of sedimentation / filtration ponds. The Contractor should provide the City with a list of experience with their bid as evidence of meeting this minimum requirement.
- 4.3 The Contractor shall perform work in accordance with industry standards found in Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual. [www.tnlaonline.org](http://www.tnlaonline.org)
- 4.4 The Contractor shall comply with all Federal, state and local laws or regulations, and with applicable ordinances of the City of Austin, including all safety and environmental laws.
- 4.4.1 City of Austin Environmental Criteria Manual:  
[https://www.municode.com/library/tx/austin/codes/environmental\\_criteria\\_manual?nodeId=15306](https://www.municode.com/library/tx/austin/codes/environmental_criteria_manual?nodeId=15306)
- 4.4.2 City of Austin's Drainage Criteria Manual:  
[https://www.municode.com/library/#!/tx/austin/codes/drainage\\_criteria\\_manual](https://www.municode.com/library/#!/tx/austin/codes/drainage_criteria_manual)
- 4.4.3 City of Austin Stormwater Management Webpage:  
<https://www.austintexas.gov/department/stormwater-management#slat>
- 4.4.4 City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that eliminate chemical toxins, reduce greenhouse gas (GHG) emissions, comply with LEED standards, and promote the use of recycled materials in goods and services purchased by the City.

**5.0 CONTRACTOR'S REQUIREMENTS**

- 5.1 The Contractor shall provide all labor, parts, equipment, materials, tools, supervision and transportation required to successfully perform the services described herein.
- 5.2 The Contractor shall only use Propane, Natural Gas, Bio-Diesel, Manual or Electric equipment to perform the services under this Contract.
- 5.3 All equipment utilized by the Contractor to perform the work shall be maintained. Any equipment deemed unacceptable by AE for failures that include, but not limited to,

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continuous equipment malfunctions, excessive noise, smoke, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition.

- 5.4 AE reserves the right to inspect the Contractor's equipment at any time prior to award of this contract or during the contract term
- 5.5 The Contractor's equipment shall not be stored on AE property at any time.
- 5.6 The Contractor shall make every effort to position and operate equipment such that debris picked up by rotating assemblies shall be directed away from nearby vehicles and buildings.
- 5.7 No maintenance or repairs shall be performed until the Stormwater Ponds have been inspected by AE Environmental Services.
- 5.8 The Contractor shall IMMEDIATELY contact the AE Field Services Supervisor or its designee upon discovery of an oil sheen, suspected hazardous waste spills or any hazardous situation, condition, or structure.
- 5.9 The Contractor shall report to AE, within two (2) hours of occurrence, of any damage done by Contractor's employees to AE or private property. Damage to property or loss of vegetation, including protected trees shall be replaced or repaired by the Contractor at no cost to AE, and within a period of time that is satisfactory to AE.
- 5.10 The Contractor shall obtain a certified arborist if tree trimming or tree protected removal is determined to be necessary to complete project.
- 5.11 Contractor shall properly dispose of used and contaminated lubricants, packaging materials, and filters. Costs for disposal fees shall be included in the cost of the services bid and not charged separately on an invoice. The Contractor shall provide the AE Field Services Supervisor, upon request, an affidavit declaring that all used and contaminated lubricants and filters were properly disposed.
- 5.12 The Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone and/or pager number for accessibility. The SPOC shall speak, read and write English.
- 5.13 The Contractor shall ensure that any work done on the sedimentation / filtration ponds leaves the Ponds in an operable condition as specified in section 6.0 and 7.0.

**6.0 PREVENTATIVE MAINTENANCE SPECIFICATIONS:** The following services are required for each Preventative Maintenance and included in the corresponding Unit Price for each Preventative Maintenance on the Bid Sheet (Section 0600):

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- 6.1 The Contractor shall furnish all materials, labor, equipment and horticultural supervision required to perform the work at the Stormwater Ponds leaving them in a condition in compliance with the standards specified under section 4.4 of this document.
- 6.2 Some of the required work is in areas that are sloped with a significant grade, or on uneven terrain that may be difficult to access with large mechanical equipment. Therefore, the work may require use of the following equipment:
  - 6.2.1 Hand-held manual tools or saws;
  - 6.2.2 Weed-eaters;
  - 6.2.3 Manual, push type, or riding mowers;
  - 6.2.4 Small tractors equipped with mowing and/or raking attachments
  - 6.2.5 Motor-less small boat, and waders.
- 6.3 Contractor shall remove trash prior to performing mowing services and remove debris during routine maintenance. Contractor shall remove sediment build-up, especially at inlet and outlet structures.
- 6.4 Prior to mowing, the Contractor shall remove all trash and debris from the Stormwater Ponds and dispose of it in accordance with the Texas Commission on Environmental Quality regulations. The contractor shall use a licensed non-hazardous solid waste landfill that is in compliance with all Federal, State and local requirements and has had no violations in the past 5 years. It is anticipated that such debris will have a minor presence only. Should the Contractor discover larger debris/trash (e.g., couch or fallen tree); arrangements shall be made for its removal by the Contractor. If a dead animal is discovered, Contractor shall notify the City's "311" center to arrange for removal by the City.
- 6.5 The Contractor shall mow vegetation that exceeds 18" in height to no less than 3". The Contractor shall remove clippings and cuttings from the area in and around the Ponds and dispose of them in accordance with the disposal standards set forth in section 6.4 of this document.
- 6.6 The Contractor shall pull invasive saplings found in the Stormwater Pond area.
- 6.7 The Contractor shall remove cattails if they are out-competing other wetland vegetation. Contractor shall contact AE's Environmental Field Services Supervisor before this work begins to discuss a work plan.
- 6.8 The Contractor shall reseed or sod un-vegetated areas.
- 6.9 The Contractor shall not enter any saturated area (area wherein equipment will leave ruts) with any equipment other than weed eaters. Use of other equipment will likely tear up the Pond's floor, resulting in sizeable repair expense. AE reserves the right to seek remedy from the Contractor for reimbursement of the cost to rehabilitate any area so damaged.

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6.10 The Contractor shall not use herbicides or pesticides without prior approval from AE's Environmental Field Services Supervisor.

6.11 Additional services included in Preventative Maintenance are:

- 6.11.1 Catch-Basins / Inlets
- 6.11.2 Remove trash, debris, and excess sediment/overgrowth.
- 6.11.3 Flood Detention Ponds
- 6.11.4 Remove sediment/debris from splitter box.
- 6.11.5 Remove sediment/debris from trickle channel.
- 6.11.6 Remove sediment/debris from trash rack.
- 6.11.7 Identify/Address possible voids/sinkholes.
- 6.11.8 Filtration Ponds - Do not till a sand filtration bed. Tilling a sand bed will require you to replace the entire sand bed.
- 6.11.9 Remove sediment/debris from splitter box.
- 6.11.10 Restore rip-rap and rip-rap liner.
- 6.11.11 Recommend repair damage from erosion or animals.
- 6.11.12 Remove vegetation and debris from the sand bed.
- 6.11.13 Add clean sand (ASTM C-33) to the sand bed.
- 6.11.14 Re-level/rake sand bed.
- 6.11.15 Ensure PVC risers are capped.
- 6.11.16 Stormwater Discharge Area / Drainage Swale / Culvert
- 6.11.17 Remove vegetation and debris from discharge structure and rip-rap area.
- 6.11.18 Maintain rock bed / restructured rock berms at discharge area.
- 6.11.19 Repair swale berm to maintain intended flow path to culvert.
- 6.11.20 Back-fill and re-vegetate eroded area(s) within swale.
- 6.11.21 Survey elevations to compare against design specifications.
- 6.11.22 Remove vegetation and debris in the vicinity.
- 6.11.23 Inspect the Stormwater Pond side slopes for erosion annually and repair if necessary.
- 6.11.24 Inspect all structural elements for damage annually and repair if necessary.
- 6.11.25 Remove sediment from all sites on an annual basis, if sediment accumulation impairs functioning of the inlet or outlet structure or as required by Austin Energy staff.

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- 6.11.26 Record the amount of sediment removed from each Stormwater Pond and submit documentation to the AE's Environmental Field Services Supervisor with the invoice.
- 6.11.27 Take sediment basin back to original gradient by removing sediment build-up and re-sodding areas of remediation.
- 6.11.28 Remove sediment build-up and vegetation from the sand filtration basin
- 6.11.29 Unclog inlets and outlets as needed
- 6.11.30 Ensure integrity of the weir wall and address erosion
- 6.11.31 Clean splitter box and ensure that bottom of box is at the same gradient as the bottom of the sediment basin
- 6.11.32 Remove sediment laden sand and replace with clean sand
- 6.11.33 Remove any vegetation from the filtration basin
- 6.11.34 Remove sediment build-up at sediment basin and grade so that it drains and re-sod
- 6.11.35 If re-sodding is performed, the area should be watered according to the City's Environmental Criteria Manual.
- 6.11.36 Reseeding - Inspect all seeded areas for failures and reseed as necessary.
- 6.11.37 A minimum of 95% of the vegetation shall be alive and viable. No bare areas greater than 10 square foot may exist. For Ponds these performance requirements apply to the entire Pond area including the Pond bottom, side slopes, and areas adjacent to the Pond.

**7.0 CORRECTIVE MAINTNENACE SPECIFICATIONS:** The following services may be required during the term of the Contract and shall be performed by the Contractor at the Unit Prices for Corrective Maintenance on the Bid Sheet (Section 0600):

- 7.1 Repairs to erosion and other structural replacement may be necessary as the Pond ages. Pipes, including the inlet, outlet, and inter-basin pipe, may also deteriorate over time. The Contractor must submit repair recommendations to the AE's Environmental Field Services Supervisor, including a detailed breakdown cost for the repairs, and obtain approval prior to the start of the repair work. The cost for repairs requiring import of materials (backfill, rock, sodding, seeding, concrete and forms, equipment rental etc.), shall be paid at the suppliers invoice plus the percent markup bid by the Contractor on the Bid Sheet, Section 0600.
- 7.2 The Contractor shall be required to obtain all necessary plans, permits and surveys from the City of Austin- Development Assistance Center (DAC) located at 505 Barton Springs Rd.
- 7.3 All Stormwater Ponds shall be repaired to design specifications as per approved plans on file with the City or until in compliance with City rules and regulations. (Contractor will be

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responsible for any revised site plan requirements due to Contractor's failure to bring the Stormwater Ponds into compliance.)

**8.0 CONTRACTOR'S PERSONNEL**

- 8.1 The Contractor's employees shall wear safety vests ,safety-toe footwear, protective glasses, and all other OSHA required safety equipment.
- 8.2 The Contractor shall specify the number of employees needed to perform the specified work and maintain the monthly schedule for each Stormwater Pond location.
- 8.3 The Contractor shall use supervisory personnel experienced in vegetation control services to ensure all work is completed in accordance with specifications. Personnel performing under this contract shall be direct employees of the Contractor.
- 8.4 The Contractor's supervisor(s) shall speak, read and write English. All Contractors' crewmembers shall be adequately trained, and at all times supervised by an English-speaking crew leader.
- 8.5 All Contractors' employees shall be clearly identified, uniformed, and supervised, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee, and any other AE required identification while on City of Austin property. Contractor shall coordinate with AE's Environmental Field Services Supervisor to gain security clearance to AE secured sites. Background checks will be required as per Section 0400, Paragraph 13. Such identification shall be marked on an outer garment, or worn on the outer garment at all times.
- 8.6 AE has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to AE's job-site without written approval by AE's Environmental Field Services Supervisor.
- 8.7 Contractor's supervisor shall promptly report any problems or concerns directly to AE's Environmental Field Services Supervisor.
- 8.8 The Contractor's employees shall wear hard hats, safety vests, safety-toed footwear, protective glasses, and all other OSHA required safety equipment when working at AE power plants and substations.

All hard hats shall conform to the specification of ANSI Z89.1-2009 or latest version, American National Standard for Industrial Head Protection.

All safety glasses shall be ANSI Z 87.1-2015 rated and approved for the hazards created by the work being performed. Employees shall wear impact-resistant safety glasses with attached side shields. **EXCEPTION:** If the environment contains hazards such as blowing dust or debris, then goggles shall be used.

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The lenses of the safety glasses may be tinted for UV protection and employee comfort. However, tinting shall not contribute to additional hazards, such as low-light conditions.

Safety-toed footwear is required as basic foot protection for all employees who are exposed to foot hazards, such as falling, dropped, or rolled heavy loads or objects. Safety-toed footwear shall comply with ASTM F 2413-11 (not ANSI Z-41.1).

**9.0 SCHEDULE AND WORK**

- 9.1 Work shall be performed Monday through Friday, 7:30am to 4:00pm, excluding City Holidays. No work shall be performed after hours, or on weekends, without prior approval by AE's Environmental Field Services Supervisor.
- 9.2 The Contractor shall begin work within fourteen (14) calendar days of notification of Contract award, or as otherwise mutually determined by AE and the Contractor.
- 9.3 The AE's Environmental Field Services Supervisor will coordinate maintenance and repairs services with the Contractor. The Contractor shall not start work until given permission by AE's Environmental Field Services Supervisor.
- 9.4 The Contractor shall arrive at the site at a time that will ensure tasks are completed within the required timeframe. Each visit shall begin on the date scheduled for the site and shall be completed as scheduled, unless agreed upon by AE's Environmental Field Services Supervisor. AE's Environmental Field Services Supervisor reserves the right to add or delete schedule dates, as it deems necessary.
- 9.5 The Contractor shall notify AE's Environmental Field Services Supervisor if inclement weather interferes with the timely completion of the work.
- 9.6 The Contractor shall provide AE with before and after photos of the site, that clearly show the work that was accomplished, within five (5) business days of completion of each visit to an individual Stormwater Pond.

**10.0 REQUIRED SUBMITTALS FOR ALL WORK:**

- 10.1 The Contractor shall submit before photos of Ponds with a list of maintenance and repair details with bid; submit after photos showing completed work with invoice.
- 10.3 Work requiring corrections to the site plan will be the responsibility of Contractor. Costs for re-submittals are the responsibility of Contractor. The Contractor must submit correction recommendations to the AE's Environmental Field Services Supervisor and obtain approval prior to the start of the repair work.

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10.4 The Contractor shall provide the AE's Environmental Field Services Supervisor with copies of all submittals and approvals from the City of Austin Planning & Development Review Department within five (5) business days of each submittal and approval.

**11.0 ACCEPTANCE OF WORK**

Initial acceptance will be based on inspection and approval by AE's Environmental Field Services Supervisor, or their designee.

**12.0 INVOICING AND PAYMENTS**

12.1 Invoices, at a minimum, must include date serviced, location and bid item number (in addition to the invoicing requirements in Section 0400).

12.2 Payment shall be made only for completed and accepted work.

12.3 Payment to the Contractor for a particular location shall be withheld until all work at that location is in compliance with the contracted requirements

12.4 The Contractor shall attach copies of invoices for materials or rental equipment requested by AE's Environmental Field Services Supervisor as backup for payment invoicing.

**13.0 FAILURE TO PERFORM**

Failure to perform satisfactorily, or according to the standards stipulated in this Contract shall, at AE's discretion, result in the termination of this Contract.

**14.0 OMISSION**

It is the intent of this specification to acquire complete maintenance and repair services for the specified sedimentation/filtration ponds. Any services that have been omitted from this specification, which are clearly necessary for complete maintenance and repair services shall be considered a requirement although not directly specified or called for in this specification.

**15.0 ATTACHMENTS**

- A. Stormwater Pond Aerial Maps
- B. Environmental Services Activities Checklist