



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

SOLICITATION NO: GGU0157

COMMODITY/SERVICE DESCRIPTION: Underground Utility Locating Services

DATE ISSUED: January 4, 2016

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: A315571

LOCATION: N/A

COMMODITY CODE: 96291

BID DUE PRIOR TO: 2:00 PM on January 20, 2016

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

BID OPENING TIME AND DATE: 2:15 PM on January 20, 2016

Gabriel Guerrero

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

Buyer II

Phone: (512) 322-6060

E-Mail: gabriel.guerrero@austinenergy.com

LIVE BID OPENING ONLINE:

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GGU0157	Purchasing Office-Response Enclosed for Solicitation # GGU0157
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

**SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY (CD/FLASH)
 OF YOUR RESPONSE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION W/ ATTACHMENTS A-C	27
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned 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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, 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.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

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.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> 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 _____

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 2:00 PM on January 12, 2016 to gabriel.guerrero@austinenergy.com.

2. **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 following address:

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

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

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

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000.00 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

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

3. **BID / PROPOSAL / RESPONSE BOND: ("BOND")**

- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the Total Annual Bid [(reference the Bid Sheet (Section 0600)]. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the annual Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury

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or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

5. PERFORMANCE BOND:

- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the annual Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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

8. DELIVERY REQUIREMENTS:

Location:
City of Austin, Austin Energy Utility Area
(See Attachment B)

Days and Time:
Monday – Friday 6:30 am – 3:00 pm

- A. Days and Time represents the normal hours the City will electronically communicate via KorTerra with the Contractor. Contractor normal hours of operation shall be between 6:30 a.m. and 3:00 p.m., or as agreed to by the City.

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- B. Normal locating is to be made within 48 hours after the order is placed. After-hour request times constitute an Emergency request and will bill according to the contract agreement.
- C. The Contractor shall confirm the quantity of all orders received and completed, using the KorTerra Ticket Management System.
- D. The City will electronically interface with the Contractor during the City's normal business hours via KorTerra for auditing tickets and job status.
- E. Unless requested by the City, locating shall not be made on City of Austin recognized legal holidays (see paragraph 51 in Section 0300).
- F. Contractor shall abide by AE Safety Manual with respect to fire retardant clothing and PPE upon substation entry.

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

- A. Invoices shall contain a unique 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
Department	Austin Energy
Attn:	Joseph Rincon
Address	2500 Montopolis Dr.
City, State Zip Code	Austin, Texas 78741

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. City shall be billed for each locate (or locates) performed by the Contractor on a weekly basis. Each locate request shall be identified in the invoice.
- D. Billing shall be at the rates provided in the Bid Sheet (Section 0600).
- E. Contractor shall initiate all billing to the City.
- F. City will be reimbursed for Locates if required to mark a site for an Excavator of a previously issued ticket to the contractor in which no markings were found after Contractor has recorded the ticket as being completed..
- G. City shall not be billed for turn back tickets (Problem Locates, duplicate tickets).

10. **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

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in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access

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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) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:
City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
13. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
 - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GGU0157**

- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 50%	
Database Name: Total Compensation for Private Industry Workers in Installation, Maintenance, and Repair	
Series ID: CIU2010000430000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Wages and salaries for private industry workers in construction.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- E. **Calculation:**
- Adjustment of a Portion of the Base Price:** A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.
- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

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15. **PROJECT MANAGERS:** The following persons are designated as Project Managers, Primary and Secondary, and will act as the contact point between the City and the Contractor during the term of the Contract for Operations and Scope of Work:

Primary

Joseph Rincon, Distribution GIS Supervisor
Austin Energy
2500 Montopolis Drive
Austin, Texas 78741
(512) 322-6829

Secondary

John Reid, Distribution Construction Coordinator
Austin Energy
2500 Montopolis Drive
Austin, Texas 78741
(512) 505-7006

CONTRACT COMPLIANCE ADMINISTRATOR: The following person is designated as Contract Administrator for Contract Compliance, and will act as the contact point between the City and the Contractor during the term of the Contract for financial, contract compliance issues and interpretation of the Contract:

Eddie Washington, Contract Administrator
Austin Energy
Town Lake Center
721 Barton Springs Road
Austin, Texas 78704
(512) 322-6075

*Note: The above listed Project Managers and Contract Compliance Administrator are 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 Project Manager and Contract Compliance Administrator is prohibited during the no contact period.

SCOPE OF WORK
SOLICITATION NO. IFB GGU0157

**AUSTIN ENERGY
UNDERGROUND UTILITY LOCATING SERVICES**

1.0 PURPOSE AND OBJECTIVE

The City of Austin Electric Utility Department, dba Austin Energy, seeks contract services in locating underground electrical facilities. The Contractor shall furnish all equipment, labor, materials and qualified personnel, necessary or appropriate to safely and effectively provide underground utility locating services as requested by Austin Energy, hereinafter referred as AE.

2.0 DEFINITION OF TERMS (Reference Section 0100, Definitions)

LOCATE shall be defined as a Notice of Excavation received from Austin Energy by the Excavator for the purpose of clearing/identifying and/or marking the location of AE underground facilities within a distance of 1,000 feet of any continuous linear dig area.

UNDERGROUND FACILITIES shall include any and all underground structures and facilities owned by AE.

CLOSING OUT is the term used to describe the completion of a Notice of Excavation.

MARKING (S) is the application of water soluble paint, flags, or stakes to clearly identify on a horizontal plane and at each divergence from a straight line the location of the AE underground facilities in accordance to AE specifications.

REASONABLE ACCURACY refers to marking within an 18 inch tolerance on either side of the underground facilities.

LOCATABLE UNDERGROUND FACILITY means an AE underground facility, the presence of which can be determined by AE facility records and/or can be field marked with reasonable accuracy by using devices designed to respond to the presence of such AE underground facilities.

DAMAGE TO AE FACILITIES means the penetration of any protective coating, sheath, housing, raceway, or other protective part of an AE underground facility, the partial or complete severance of an underground facility, or the rendering of any underground facility partially or completely inoperable.

PROBLEM LOCATE means an underground facility. The presence of which is known, but cannot be field located with reasonable accuracy.

3.0 SCOPE OF WORK

3.1 For the purpose of safeguarding underground and sub-surface facilities from excavation damage, the Contractor shall receive and respond as required to all Excavation Notices directed to AE through Texas811 Notification Center or any other source in accordance with the current Texas Underground Facility Damage Prevention and Safety Act (Attachment-A).

3.1.1 The Contractor shall provide painting, flagging, or staking services in accordance with AE specifications.

SCOPE OF WORK
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- 3.2 The Contractor shall provide personnel, vehicles, all tools and materials required for the safe and proper performance of this agreement.
- 3.3 The Contractor shall be equipped with two-way communication equipment to facilitate field communications.
- 3.4 The Contractor's locators should have at least three (3) years of experience working on energized conductors and equipment such as encountered with electrical distribution construction and/or maintenance. Locators shall have at least one (1) year of experience working on energized underground electrical distribution conductors and facilities.
 - 3.4.1 Locators shall have the ability to work in weather and environmental extremes including temperatures well in excess of 100 degrees F, rain, ice, snow, and wind.
 - 3.4.2 Locators shall be capable of walking for long periods of time, over long distances and rough terrain during the course of a workday.
 - 3.4.3 Locators shall have the ability to communicate and interact effectively with AE personnel, other contractors, and the public.
 - 3.4.4 The Contractor shall report any personnel or operational changes in writing to AE. Any badges assigned to personnel no longer assigned to this Contract will be returned to AE within fourteen (14) business days to the operations primary contact.
- 3.5 Contractor shall have 30 days from Contract execution as a ramp up period to prepare to provide services. After the 30 days, the City shall begin issuing work to Contractor and all requirements, including stated response times, apply.

4.0 RESPONSE TIME

- 4.1 Normal locating service hours and working days for the Contractor's shall be from 6:30 a.m. to 3:00 p.m., Monday through Friday except for those holidays observed by the City of Austin.
- 4.2 The Contractor shall meet the following requirements:
 - 4.2.1 Forty-eight (48) hour response time to **complete** normal locating requests. **Such request will be sent electronically through KorTerra Utility Industry Application.**
 - 4.2.2 Two (2) hour response time for emergency locating requests during normal business hours.
 - 4.2.3 Two (2) hour response time for emergency locate requests outside of normal business hours including all weekends and holidays. (Contractor

SCOPE OF WORK
SOLICITATION NO. IFB GGU0157

staffing shall be adequate to handle AE's "on-call" after normal working hour's responsibilities if so requested by AE.

- 4.2.4 AE will notify the Contractor through KorTerra for all emergency requests.

5.0 TECHNICAL SPECIFICATIONS

AE uses Korterra Utility Industry Application, a ticket management system to dispatch, manage, and research tickets. Contractor's system must interface with Korterra.

If Contractor utilizes an internal ticket management system in addition to KorTerra, AE must have full access to billing information and Contractor's post-locate photos stored in Contractor's internal ticket management system.

- 5.1 Contractor shall allow secure communication from a device with the AE enterprise to connect to their internal ticket management system. This connection will utilize an encrypted transport such as IPSEC, SSL, SSH, SCP, or other agreed upon protocol. AE will always initiate the connection to push locating requests and pull for job completion status.

6.0 MATERIALS

- 6.1 AE will provide to the Contractor sufficient set of electronic and/or hardcopy records of AE underground facilities and all other necessary maps and information available as required for the proper performance of this agreement.
- 6.2 All maps and information furnished by AE will remain the property of AE and shall be returned to AE upon termination of this agreement. All maps and information shall be properly safeguarded and shall not be disclosed to persons not approved by AE.
- 6.3 All maps will be distributed by AE electronically and will require Adobe PDF for viewing.
- 6.4 Contractor shall request updated electronic and or hardcopy records of AE underground facilities quarterly or as agreed upon by AE.

7.0 PERFORMANCE OBJECTIVES

Minimum performance standards shall comply with the regulations and requirements under this agreement and those set-forth under the current State of Texas law governing Underground Utility Damage and Safety Prevention Act.

- 7.1 Contractor shall respond to and complete all requests within parameters set forth in section 4.0, Response Time.
- 7.2 The Contractor shall include, but not limited to, the receipt, recording, positive response and closing out of Notices of Excavation concerning AE facilities.

SCOPE OF WORK
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- 7.3 Contractor Supervisor shall meet AE Operations point of contact at damage site within three (3) hours of being notified by AE to assess damages.
- 7.3.1 Damage Investigation Report will include:
- 7.3.1.1 Fact Based Investigation (FBI) report
 - 7.3.1.2 Pictures of initial locate
 - 7.3.1.3 Pictures of damage site including visible signs of location marks relative to damage facility
- 7.3.2 The Contractor will have 10 days to complete documentation for Damage Investigation Report and give to AE.
- 7.4 The Contractor shall keep a record for up to two (2) years of each Notice of Excavation indicating the time and date a mark-out was made, the type of facility marked, and the name of the contractor personnel notified for the locate. At the end of every year, the records for the year prior to the preceding year will be returned to AE for storage.
- 7.5 All markings shall be in accordance with the American Public Works Association (APWA) Uniform Color Codes and AE specifications (Attachment C).
- 7.5.1 Markings will include AE initials for company identifier. The identifier initials are to be placed at the beginning and at the end of the proposed work site.
 - 7.5.2 Marks are to be approximately 12” in length and where applicable marks shall encompass multiple underground parallel conductor runs.
 - 7.5.3 Changes in direction are to be clearly indicated at the point where the change in direction occurs with an arrow indicating the path of the facility.
 - 7.5.4 Marks will be placed on all permanent structures such as riser pipe, pull box lids and transformer slabs so that there is evidence that it has been marked.
 - 7.5.5 All marks extend a reasonable distance beyond the bounds of the requested work area.
 - 7.5.6 Structures such as manholes or vaults that are physically larger than surface indications are to be marked as to define the parameters of the structure.
 - 7.5.7 Refresh Marks – Always mark a new line. Do not go over existing marks.
 - 7.5.8 When there are no facilities within the work area as described on the locate ticket, mark “AE-CLR” in a location that can be observed by the excavator. When the excavator has white lined the work area, mark “AE-CLR” in or as near as practicable to the white lined area. Additionally, Contractor shall include content in the notes section of KorTerra why the contractor cleared the ticket.

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7.5.9 The Contractor shall contact AE for a Problem Locate via email and a phone call.

7.5.10 Austin Energy shall reserve the right to audit the performance and compliance of contractor work output and business practices to ensure contractor is meeting Austin Energy Safety Standards and Austin Energy Quality Management System Standards. Contractor shall address and comply with Austin Energy expectations within 48 hours of Austin Energy notification to contractor.

7.6 The Contractor must have representation at the monthly Central Texas Damage Prevention Meeting.

8.0 ATTACHMENTS

Attachment A – Texas Underground Facility Damage Prevention and Safety Act

Attachment B – City of Austin Utility Service Area

Attachment C – AE Markings Specifications

UTILITIES CODE

TITLE 5. PROVISIONS AFFECTING THE OPERATION OF UTILITY FACILITIES

CHAPTER 251. UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 251.001. SHORT TITLE. This chapter may be cited as the Underground Facility Damage Prevention and Safety Act.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.002. DEFINITIONS. In this chapter:

(1) "Class A underground facility" means an underground facility that is used to produce, store, convey, transmit, or distribute:

(A) electrical energy;

(B) natural or synthetic gas;

(C) petroleum or petroleum products;

(D) steam;

(E) any form of telecommunications service, including voice, data, video, or optical transmission, or cable television service; or

(F) any other liquid, material, or product not defined as a Class B underground facility.

(2) "Class B underground facility" means an underground facility that is used to produce, store, convey, transmit, or distribute:

(A) water;

(B) slurry; or

(C) sewage.

(3) "Corporation" means the Texas Underground Facility Notification Corporation.

(4) "Damage" means:

(A) the defacing, scraping, displacement, penetration, destruction, or partial or complete severance of an underground facility or of any protective coating, housing, or other protective device of an underground facility;

(B) the weakening of structural or lateral support of an underground facility; or

(C) the failure to properly replace the backfill covering an underground facility.

(5) "Excavate" means to use explosives or a motor, engine, hydraulic

or pneumatically powered tool, or other mechanized equipment of any kind and includes auguring, backfilling, boring, compressing, digging, ditching, drilling, dragging, dredging, grading, mechanical probing, plowing-in, pulling-in, ripping, scraping, trenching, and tunneling to remove or otherwise disturb soil to a depth of 16 or more inches.

(6) "Excavator" means a person that excavates or intends to excavate in this state.

(7) "Exploration and production underground facility" means an underground facility used by a person producing gas or oil, or both, for the production of that gas or oil, including facilities used for field separation, treatment, gathering, or storage of gas or oil.

(8) "High speed data transmission" means a method of data transmission that does not include facsimile or voice transmission.

(9) "Legal holiday" means a holiday specified as a legal holiday by Subchapter B, Chapter 662, Government Code.

(10) "Mechanized equipment" means equipment operated by mechanical power, including a trencher, bulldozer, power shovel, auger, backhoe, scraper, drill, cable or pipe plow, and other equipment used to plow in or pull in cable or pipe.

(11) "Operator" means a person that operates an underground facility.

(12) "Secured facility" means a parcel of land used for commercial or industrial purposes that is surrounded entirely by a fence or other means of preventing access, including a fence with one or more gates that are locked at all times or monitored by an individual who can prevent unauthorized access.

(13) "Underground facility" means a line, cable, pipeline system, conduit, or structure that is located partially or totally underground and that is used to produce, store, convey, transmit, or distribute telecommunications, electricity, gas, water, sewage, steam, or liquids such as petroleum, petroleum products, or hazardous liquids.

(14) "Saturday notification" means a notice of intent to excavate provided by an excavator to a notification center on a Saturday before 11:59 a.m.

(15) "Violation" means a violation of Section [251.151](#), [251.152](#), or [251.159](#).

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.003. EXEMPTIONS. The following are not subject to this chapter as underground facilities:

(1) an aboveground or underground storage tank, sump, or impoundment or piping connected to an aboveground or underground storage tank, sump, or

impoundment located in the same tract of land as the storage tank, sump, or impoundment;

(2) an underground facility operated by the owner of a secured facility and located entirely within the secured facility;

(3) an underground facility that serves only the owner of the underground facility or the owner's tenant and that is located solely on the owner's property;

(4) piping within a well bore;

(5) the portion of an exploration and production underground facility that is located within the boundaries of the oil or gas field from which the oil and gas is produced and that is not located in the boundaries of an established easement or right-of-way granted for the benefit of a governmental entity or a private entity if the easement or right-of-way is granted for a public purpose; or

(6) an underground facility that serves a cemetery and is located solely on the cemetery's property.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.004. APPLICATION TO CERTAIN CONTRACTORS AND STATE EMPLOYEES.

(a) This chapter does not apply to a contractor working in the public right-of-way under a contract with the Texas Department of Transportation.

(b) Excavation by an employee of the Texas Department of Transportation on a segment of the state highway system is not subject to this chapter if the excavation is more than 10 feet from the right-of-way line.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 17.004(a), eff. Sept. 1, 2003.

Sec. 251.005. CONVERSION OF FACILITY OR OPERATOR. (a) An operator of an underground facility that is exempted under this subchapter may voluntarily convert that facility to a Class A underground facility by sending written communication from a competent authority of the operator to the corporation advising of the status change.

(b) An operator of a Class B underground facility may voluntarily convert to a Class A underground facility operator by sending written communication from a competent authority of the operator to the corporation advising of the status change.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.006. COMPLIANCE BY PERMIT HOLDERS. (a) The fact that a person

has a legal permit, permission from the owner of the property or the owner's licensee, or an easement to conduct excavation operations does not affect the person's duty to comply with this chapter.

(b) Compliance with this chapter does not affect a person's responsibility to obtain a permit required by law.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.007. FACILITY ON COUNTY OR MUNICIPAL ROAD. This chapter does not affect a contractual or statutory right of a county or municipality to require an operator to relocate, replace, or repair its underground facility.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.008. EFFECT ON CIVIL REMEDIES. Except as otherwise specifically provided by this chapter, this chapter, including Section 251.201, does not affect any civil remedy for personal injury or for property damage, including any damage to an underground facility.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.009. PROVISION OF GENERAL INFORMATION. At least once each calendar year, at intervals not exceeding 15 months, each Class A underground facility operator who conveys, transmits, or distributes by means of its underground facilities service directly to more than one million residential customers within this state shall provide all of its residential customers in this state general information about excavation activities covered by this chapter and the statewide toll-free telephone number established by the corporation.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

SUBCHAPTER B. TEXAS UNDERGROUND FACILITY NOTIFICATION CORPORATION

Sec. 251.051. PURPOSE. The Texas Underground Facility Notification Corporation provides statewide notification services under this chapter.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.052. NONPROFIT CORPORATION. The corporation is a public nonprofit corporation and has all the powers and duties incident to a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes), except that the corporation:

- (1) may not make donations for the public welfare or for charitable, scientific, or educational purposes or in aid of war activities;
- (2) may not merge or consolidate with another corporation;
- (3) is not subject to voluntary or involuntary dissolution; and
- (4) may not be placed in receivership.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.053. APPLICATION OF OPEN MEETINGS AND OPEN RECORDS LAWS. The corporation is subject to Chapters 551 and 552, Government Code, except that the corporation may not disseminate, make available, or otherwise distribute service area map data or information provided by an operator unless that action is necessary to perform the corporation's specific obligations under this chapter.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.054. EXPENSES AND LIABILITIES OF CORPORATION. (a) All expenses of the corporation shall be paid from income of the corporation.

(b) A liability created by the corporation is not a debt of this state, and the corporation may not secure a liability with funds or assets of this state.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.055. BOARD OF DIRECTORS. (a) The board of directors of the corporation is composed of the following 12 members appointed by the governor:

- (1) six representatives of the general public;
- (2) one representative of the gas industry;
- (3) one representative of the telecommunications industry;
- (4) one representative of the electric industry;
- (5) one representative of cable television companies;
- (6) one representative of municipalities; and
- (7) one representative of persons who engage in excavation operations

who are not also facility operators.

(b) Board membership is voluntary and a director is not entitled to receive compensation for serving on the board.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.056. TERMS. (a) Directors serve staggered three-year terms, with the terms of four directors expiring each August 31.

(b) A director serves until the director's successor is appointed by the governor and assumes office.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.057. DECLARATION OF BOARD VACANCY. (a) The board may declare a director's office vacant if the director ceases to be associated with the industry or an operator the director represents.

(b) Not later than the 60th day after the date a vacancy on the board is declared, the governor shall appoint a person to fill the vacancy for the remainder of the unexpired term.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.058. OFFICERS. (a) The board shall elect from among its directors a chair and vice chair.

(b) The chair and vice chair serve for a term of one year and may be reelected.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.059. ENTITLEMENT TO VOTE. The corporation's bylaws must provide that each director is entitled to one vote.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.060. DUTIES OF CORPORATION. The corporation shall develop and implement processes to:

(1) maintain a registration of:

(A) notification centers as provided by Section 251.101(a)(3);

(B) operators who elect to convert facilities to Class A facilities under Section 251.005(a); or

(C) operators who elect to become Class A underground facility operators under Section 251.005(b);

(2) establish minimum technical standards used by notification centers;

(3) establish a statewide toll-free telephone number to be used by excavators that incorporates the use of a call router system that routes calls to the notification centers on a pro rata basis;

(4) oversee the bid process and select the vendor for the statewide toll-free telephone number;

(5) oversee the bid process and select the vendor for the call router

system;

(6) determine before May 1 of each year the cost-sharing between the notification centers of:

(A) the toll-free telephone number; and

(B) the call router system prescribed by Section 251.102(4);

(7) develop public service announcements to educate the public about statewide one-call notification and its availability;

(8) establish a format for information transfer among notification centers other than high speed data transmission, if appropriate;

(9) on a complaint concerning charges, investigate and determine appropriate charges;

(10) recommend a civil penalty against a notification center that does not meet the requirements of this chapter of not less than \$1,000 or more than \$5,000 for each violation;

(11) refer the recommended penalty to the attorney general, who shall institute a suit in a court of competent jurisdiction to recover the penalty;

(12) assist in dispute resolution among notification centers or between a notification center and an operator;

(13) assist any operator who encounters difficulty in joining a notification center; and

(14) review and study design standards for the placement of underground facilities throughout this state.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.061. CONTRACT FOR STATEWIDE TOLL-FREE NUMBER AND CALL ROUTER SYSTEM. (a) The corporation shall solicit proposals for the contract to establish and operate the statewide toll-free telephone number and the call router system by using a request for proposals process that includes specifications that have been approved by the board of directors in accordance with this chapter.

(b) The corporation is not required to award the contract to the lowest offeror if the terms of another proposal would result in a lower annual cost and are more advantageous to the corporation and its members. The corporation may reject all proposals if the corporation finds that none of the proposals is acceptable.

(c) After the proposals are opened, each document relating to the consideration of a proposal or the award of a contract and the text of the contract are considered books and records of the corporation for the purposes of Article 2.23, Texas Non-Profit Corporation Act (Article 1396-2.23, Vernon's Texas Civil Statutes).

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.062. FEES AND RATES. (a) Except as provided by this section, the corporation may not, for any reason, impose an assessment, fee, or other charge, including a charge for inputting data, against an operator.

(b) Before January 15 of each year, a Class A facility operator shall pay to the corporation a fee of \$50 for services to be performed by the corporation during that calendar year. A fee for a part of a year may not be prorated.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

SUBCHAPTER C. NOTIFICATION CENTERS

Sec. 251.101. NOTIFICATION CENTER. (a) A notification center is a legal entity that:

(1) operates a notification system capable of serving excavators and operators statewide;

(2) is created to:

(A) receive notification of an intent to excavate and of damage to an underground facility and disseminate that information to member operators that may be affected by the excavation or damage and to other notification centers operating in this state; and

(B) receive notification of an extraordinary circumstance and disseminate that information to member operators and to other notification centers operating in this state; and

(3) registers the following information with the corporation:

(A) its name, address, and telephone number;

(B) the name of a contact person;

(C) a statement of compliance with Section [251.104](#); and

(D) a listing of the counties in which it operates.

(b) A notification center operating on September 1, 1997, may continue to operate if the notification center complies with this chapter.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.102. GENERAL DUTIES OF NOTIFICATION CENTER. A notification center shall:

(1) operate 24 hours a day every day of the year;

(2) have the capability to receive emergency information 24 hours a day from excavators and disseminate the information as soon as it is received to the appropriate operators and to all registered and affected notification

centers operating in this state;

(3) have the capacity to receive extraordinary circumstance information 24 hours a day from operators and disseminate the information as soon as it is received to all registered and affected notification centers;

(4) submit to the corporation, not later than May 15 of each year, a pro rata share of the expense, as established by the corporation, of the statewide toll-free telephone number and the call router;

(5) provide, on request of an excavator, a contact name and telephone number of a representative of the operator for special circumstances; and

(6) have personnel capable of assisting Spanish-speaking customers.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.103. RECORDS. (a) A notification center shall maintain for not less than four years a record to document:

(1) the receipt of a notice of:

(A) intent to excavate;

(B) damage to an underground facility;

(C) an emergency excavation; and

(D) an extraordinary circumstance;

(2) the information the excavator is required to provide to the notification center under this chapter;

(3) contact with operators and other notification centers; and

(4) the information the notification center provided to the excavator.

(b) A notification center may not destroy records that relate to any matter that is involved in litigation if the notification center is placed on notice that the litigation has not been finally resolved.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.104. INSURANCE. A notification center shall, at all times, maintain a minimum of \$5 million professional liability and errors and omissions insurance to cover duties prescribed by this chapter.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.105. FEES AND CHARGES. (a) A notification center that notifies another notification center under Section 251.102(2) or (3) or Section 251.153(b) shall recover an amount not exceeding the actual cost of providing the notice from the notification center receiving the notice.

(b) The notification center shall charge a Class A underground facility

operator not more than \$1.25 for a call made to the system that affects the operator. The board may increase or decrease the maximum charge only on an affirmative vote of at least two-thirds of the total number of votes entitled to be cast. A notification center may petition the corporation for an increase in the maximum charge and is entitled to the increase on proof that costs exceed the maximum charge.

(c) The notification center may not charge an operator any additional fee such as an initiation fee, a membership fee, or a set-up fee.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.106. PAYMENTS TO CORPORATION. Each time a notification center receives a call from an excavator under Section 251.151, the notification center shall pay the corporation five cents. The corporation shall waive this charge for the remainder of any year in which the corporation receives \$250,000 under this section.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 652, Sec. 1, eff. Sept. 1, 2001.

Sec. 251.107. DUTY TO PARTICIPATE IN NOTIFICATION CENTER. (a) Each operator of a Class A underground facility, including a political subdivision of this state, shall participate in a notification center as a condition of doing business in this state.

(b) Each operator of a Class A underground facility shall provide to the notification center:

(1) maps or grid locations or other identifiers determined by the operator indicating the location of the operator's underground facilities;

(2) the name and telephone number of a contact person or persons;

and

(3) at least quarterly but, if possible, as those changes occur, information relating to each change in the operator's maps or grid locations or other identifiers or in the person or persons designated as the operator's contact person or persons.

(c) The notification center may not require an operator to conduct a survey of the operator's underground facilities or alter the operator's existing signage.

(d) A notification center may not disseminate, make available, or otherwise distribute maps or information provided by an operator unless that action is necessary to perform the notification center's specific obligations under this chapter.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

SUBCHAPTER D. REQUIREMENTS RELATING TO EXCAVATION

Sec. 251.151. DUTY OF AN EXCAVATOR. (a) Except as provided by Sections 251.155 and 251.156, a person who intends to excavate shall notify a notification center not earlier than the 14th day before the date the excavation is to begin or later than the 48th hour before the time the excavation is to begin, excluding Saturdays, Sundays, and legal holidays.

(b) Notwithstanding Subsection (a), if an excavator makes a Saturday notification, the excavator may begin the excavation the following Tuesday at 11:59 a.m. unless the intervening Monday is a holiday. If the intervening Monday is a holiday, the excavator may begin the excavation the following Wednesday at 11:59 a.m.

(c) To have a representative present during the excavation, the operator shall contact the excavator and advise the excavator of the operator's intent to be present during excavation and confirm the start time of the excavation. If the excavator wants to change the start time, the excavator shall notify the operator to set a mutually agreed-to time to begin the excavation.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.152. INFORMATION INCLUDED IN NOTICE. The excavator shall include in the notice required under Section 251.151:

- (1) the name of the person serving the notice;
- (2) the location of the proposed area of excavation, including:
 - (A) the street address, if available, and the location of the excavation at the street address; or
 - (B) if there is no street address, an accurate description of the excavation area using any available designations such as the closest street, road, or intersection;
- (3) the name, address, and telephone number of the excavator or the excavator's company;
- (4) the excavator's field telephone number, if one is available;
- (5) a telephone facsimile number, e-mail address, or another electronic number or address approved by the board to which an operator may send the notification required by Section 251.157(d);
- (6) the starting date and time and the anticipated completion date of excavation; and
- (7) a statement as to whether explosives will be used.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 858, Sec. 1, eff. Nov. 1, 2001.

Sec. 251.153. DUTY OF NOTIFICATION CENTER. (a) At the time an excavator provides a notification center with the excavator's intent to excavate, the notification center shall advise the excavator that water, slurry, and sewage underground facilities in the area of the proposed excavation may not receive information concerning the excavator's proposed excavation.

(b) Not later than two hours after the time the notification center receives a notice of intent to excavate from an excavator, the notification center shall provide to every other affected notification center operating in this state the information required by Section 251.152 and received from the excavator. The notification center shall provide the information by the use of high speed data transmission.

(c) Not later than two hours after the time the notification center receives a notice of intent to excavate from an excavator or from a different notification center, the notification center shall notify each member operator that may have an underground facility in the vicinity of the proposed excavation operation.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.154. NOTIFICATION BY AN EXCAVATOR. (a) A person required to provide notice under this chapter is considered to have provided the notice when the person delivers the required information and a notification center receives that information within the time limits prescribed by this chapter.

(b) A person may deliver information required under this chapter by any appropriate method, including the use of any electronic means of data transfer.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.155. EXCEPTION IN CASE OF EMERGENCY; OFFENSE. (a) Section 251.151 does not apply to an emergency excavation that is necessary to respond to a situation that endangers life, health, or property or a situation in which the public need for uninterrupted service and immediate reestablishment of service if service is interrupted compels immediate action.

(b) The excavator may begin emergency excavation under Subsection (a) immediately and shall take reasonable care to protect underground facilities.

(c) When an emergency exists, the excavator shall notify a notification center as promptly as practicably possible.

(d) An excavator may not misrepresent a fact or circumstance used in the determination of an emergency excavation under Subsection (a). A person that

violates this subsection is subject to a penalty under:

- (1) Section [251.201](#);
- (2) Section [251.203](#); or
- (3) both Section [251.201](#) and Section [251.203](#).

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 184 (S.B. [1217](#)), Sec. 1, eff. September 1, 2011.

Sec. 251.156. OTHER EXCEPTIONS TO DUTY OF EXCAVATORS. (a) Section [251.151](#) does not apply to:

- (1) interment operations of a cemetery;
- (2) operations at a secured facility if:

(A) the excavator operates each underground facility at the secured facility, other than those within a third-party underground facility easement or right-of-way; and

(B) the excavation activity is not within a third-party underground facility or right-of-way;

(3) routine railroad maintenance within 15 feet of either side of the midline of the track if the maintenance will not disturb the ground at a depth of more than 18 inches;

(4) activities performed on private property in connection with agricultural operations;

(5) operations associated with the exploration or production of oil or gas if the operations are not conducted within an underground facility easement or right-of-way;

- (6) excavations by or for a person that:

(A) owns, leases, or owns a mineral leasehold interest in the real property on which the excavation occurs; and

(B) operates all underground facilities located at the excavation site; or

(7) routine maintenance by a county employee on a county road right-of-way to a depth of not more than 24 inches.

(b) If a person excepted under Subsection (a)(4) elects to comply with this chapter and the operator fails to comply with this chapter, the person is not liable to the underground facility owner for damages to the underground facility.

(c) In this section:

(1) "Agricultural operations" means activities performed on land and described by Section [23.51\(2\)](#), Tax Code.

(2) "Routine maintenance" means operations, not to exceed 24 inches in depth, within a road or drainage ditch involving grading and removal or replacement of pavement and structures.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.157. DUTY OF OPERATOR TO PERSON EXCAVATING. (a) Each Class A underground facility operator contacted by the notification system shall mark the approximate location of its underground facilities at or near the site of the proposed excavation if the operator believes that marking the location is necessary. The operator shall mark the location not later than:

(1) the 48th hour after the time the excavator gives to the notification system notice of intent to excavate, excluding Saturdays, Sundays, and legal holidays;

(2) 11:59 a.m. on the Tuesday following a Saturday notification unless the intervening Monday is a holiday;

(3) 11:59 a.m. on the Wednesday following a Saturday notification if the intervening Monday is a holiday; or

(4) a time agreed to by the operator and the excavator.

(b) An operator shall refer to the American Public Works Association color coding standards when marking.

(c) An excavator who has fully complied with this chapter may not be liable for damage to an underground facility that was not marked in accordance with this chapter.

(d) Not later than the 48th hour after the time the excavator gives to the notification center notice of intent to excavate, an operator contacted by the notification center shall notify the excavator of the operator's plans to not mark the proximate location of an underground facility at or near the site of the proposed excavation. The operator must provide the notification by e-mail or facsimile or by another verifiable electronic method approved by the board.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 858, Sec. 2, eff. Nov. 1, 2001.

Sec. 251.158. DUTY OF OPERATOR IN EVENT OF AN EXTRAORDINARY CIRCUMSTANCE.

(a) The deadline prescribed by Section 251.157(a) does not apply if the operator experiences an extraordinary circumstance due to an act of God, including a tornado, a hurricane, an ice storm, or a severe flood, or a war, riot, work stoppage, or strike that limits personnel or resources needed to fulfill the operator's obligations under this chapter.

(b) The operator shall notify a notification center of the extraordinary circumstance and shall include in the notification:

- (1) the nature and location of the extraordinary circumstance;
- (2) the expected duration of the situation and the approximate time at which the operator will be able to resume location request activities; and
- (3) the name and telephone number of the individual that the notification system can contact if there is an emergency that requires the operator's immediate attention.

(c) In addition to the notification required by Subsection (b), the operator shall also notify each excavator that has a pending location request in the location where an extraordinary circumstance is being experienced and shall include in the notification:

- (1) the fact that the operator is experiencing an extraordinary circumstance; and
- (2) the approximate time at which the operator will mark the requested location.

(d) A notification center shall inform each excavator notifying the system under Section [251.151](#) that the operator's location request activities are suspended until the extraordinary circumstance has discontinued or has been corrected within the affected location.

(e) An excavator is relieved from all provisions of this chapter until the operator notifies the notification center that the operator has resumed location request activities within the affected location.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.159. EXCAVATION DAMAGE. (a) If an excavation operation results in damage to an underground facility, the excavator shall immediately contact the underground facility operator to report the damage.

(b) If the excavator is not certain of the operator's identity, the excavator shall contact a notification center to report the damage, and the notification center shall immediately notify all other affected notification centers. Immediately on receiving notification, each notification center shall contact each member operator that has underground facilities in or near the area in which the damage occurred.

(c) Only the operator or a person authorized by the operator may perform repairs, and the repairs must be made in an expeditious manner.

(d) An excavator shall delay backfilling in the immediate area of the damage until the damage is reported to the operator and a repair schedule is mutually agreed to by the excavator and the operator.

(e) If damage endangers life, health, or property because of the presence

of flammable material, the excavator shall keep sources of ignition away.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

SUBCHAPTER E. PENALTIES

Sec. 251.201. CIVIL PENALTY OR WARNING LETTER. (a) An excavator that violates Section 251.151, 251.152, or 251.159 is liable for a civil penalty of not less than \$500 or more than \$1,000. If a county attorney or district attorney decides not to bring an action to recover the civil penalty, the board of directors of the corporation may, in accordance with Section 251.2011, give the excavator a warning letter and require the excavator to attend a safety training course approved by the board. The county attorney or district attorney shall notify the board of its decision.

(a-1) An excavator that violates Section 251.155(d) is liable for a civil penalty of not less than \$1,000 or more than \$2,000. If a county attorney or district attorney decides not to bring an action to recover the civil penalty, the board of directors of the corporation may, in accordance with Section 251.2011, give the excavator a warning letter and require the excavator to attend a safety training course approved by the board. The county attorney or district attorney shall notify the board of its decision.

(b) Except as provided by Subsection (b-1), if it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section or has received a warning letter from the board one other time before the first anniversary of the date of the most recent violation, the excavator is liable for a civil penalty of not less than \$1,000 or more than \$2,000.

(b-1) If it is found at the trial on a civil penalty that the excavator has violated Section 251.155(d) and has been assessed a penalty under this section or has received a warning letter from the board one other time before the first anniversary of the date of the most recent violation, the excavator is liable for a civil penalty of not less than \$2,000 or more than \$5,000.

(c) Except as provided by Subsection (c-1), if it is found at the trial on a civil penalty that the excavator has violated this chapter and has been assessed a penalty under this section at least two other times before the first anniversary of the date of the most recent violation, or has been assessed a penalty at least one other time before the first anniversary of the date of the most recent violation and has received a warning letter from the board during that period, the excavator is liable for a civil penalty of not less than \$2,000 or more than \$5,000.

(c-1) If it is found at the trial on a civil penalty that the excavator

has violated Section [251.155](#)(d) and has been assessed a penalty under this section at least two other times before the first anniversary of the date of the most recent violation, or has been assessed a penalty at least one other time before the first anniversary of the date of the most recent violation and has received a warning letter from the board during that period, the excavator is liable for a civil penalty of not less than \$5,000 or more than \$10,000.

(d) In assessing the civil penalty the court shall consider the actual damage to the facility, the effect of the excavator's actions on the public health and safety, whether the violation was a wilful act, and any good faith of the excavator in attempting to achieve compliance.

(e) Venue for a proceeding to collect a civil penalty under this section is in the county in which:

- (1) all or part of the alleged violation occurred;
- (2) the defendant has its principal place of business in this state;

or

- (3) the defendant resides, if in this state.

(f) The appropriate county attorney or criminal district attorney shall bring the action to recover the civil penalty.

(g) This section does not apply to a residential property owner excavating on the property owner's own residential lot.

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by Acts 2001, 77th Leg., ch. 652, Sec. 2, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 184 (S.B. [1217](#)), Sec. 2, eff. September 1, 2011.

Sec. 251.2011. WARNING LETTER AND SAFETY TRAINING COURSE. (a) The board of directors of the corporation shall establish a procedure to ensure that the board verifies that an excavator has violated Section [251.151](#), [251.152](#), or [251.159](#) before giving the excavator a warning letter and requiring the excavator to attend a safety training course under Section [251.201](#).

(b) The board shall solicit and consider advice and recommendations from excavators in establishing or approving a safety training course that an excavator may be required to attend under Section [251.201](#).

Added by Acts 2001, 77th Leg., ch. 652, Sec. 3, eff. Sept. 1, 2001.

Sec. 251.202. ALLOCATION OF CIVIL PENALTY. (a) Fifty percent of the civil penalty collected under Section [251.201](#) shall be transferred to the county treasurer of the county prosecuting the action and 50 percent of the

civil penalty collected under Section [251.201](#) shall be transferred to the corporation.

(b) The county treasurer shall deposit all money received under this section in the county road and bridge fund.

(c) The corporation shall use the money received under this section to develop public service announcements to educate the public about the statewide one-call notification system and its availability as prescribed by Section [251.060](#)(7).

Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Sec. 251.203. CRIMINAL PENALTY. (a) A person commits an offense if:

(1) the person without authorization from the owner or operator of the facility intentionally removes, damages, or conceals a marker or sign giving information about the location of a Class A underground facility; and

(2) the marker or sign gives notice of the penalty for intentional removal, damage, or concealment of the marker or sign.

(a-1) A person commits an offense if the person intentionally or recklessly violates Section [251.155](#)(d).

(b) An offense under this section is a Class B misdemeanor.

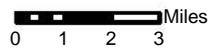
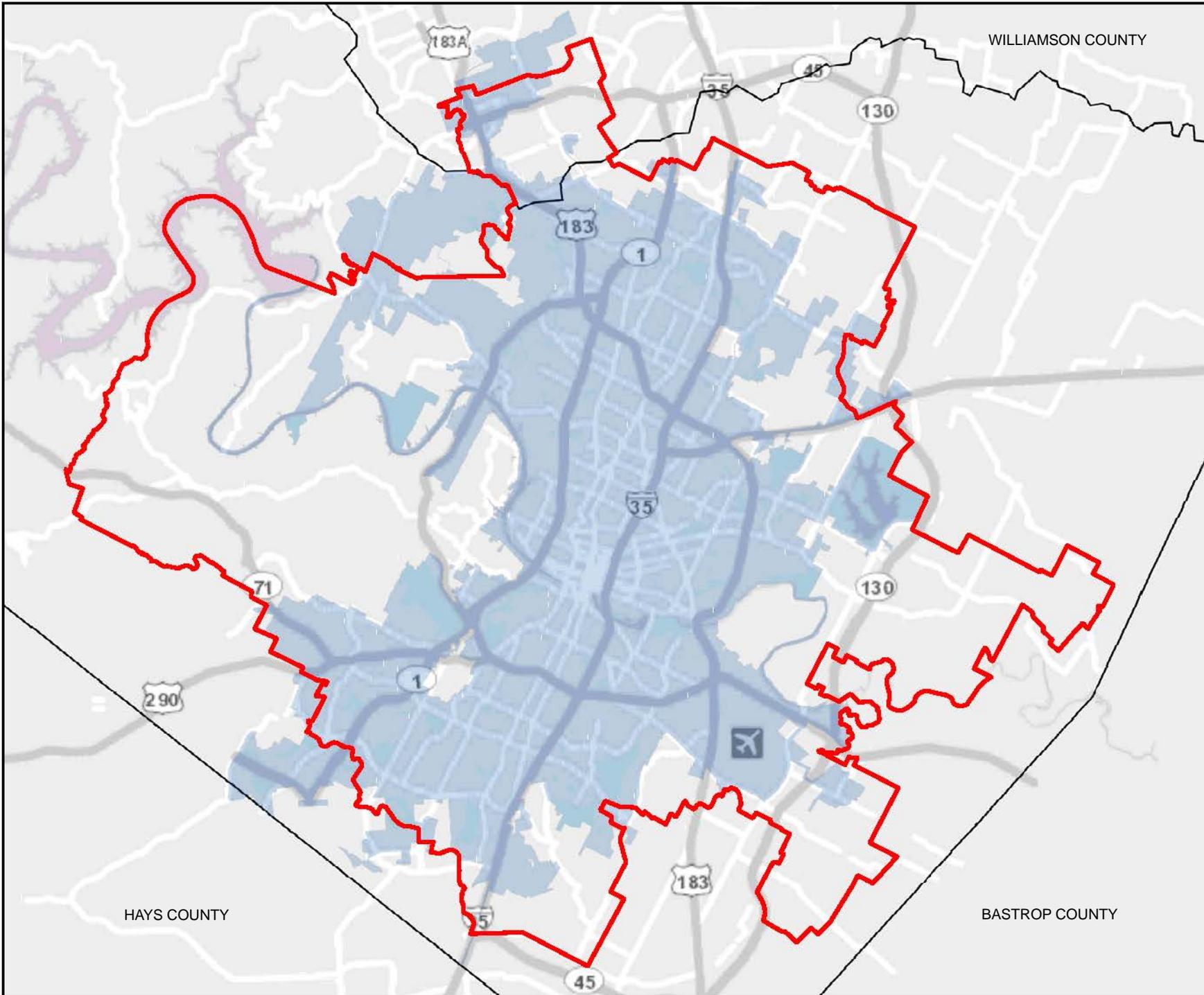
Added by Acts 1999, 76th Leg., ch. 62, Sec. 18.17(a), eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 184 (S.B. [1217](#)), Sec. 3, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 184 (S.B. [1217](#)), Sec. 4, eff. September 1, 2011.

Austin Energy Service Area



-  AE Service Area
-  Austin City Limits
-  Counties

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by Austin Energy for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

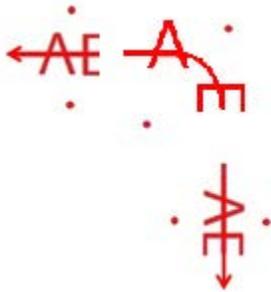
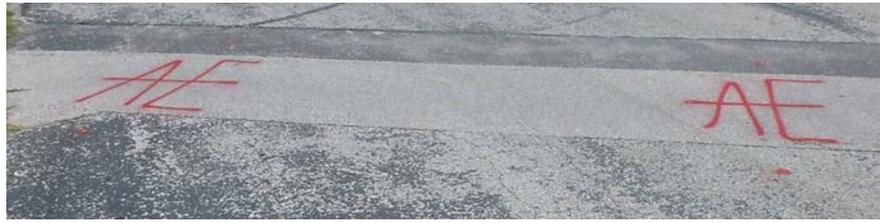
Data Source: Austin Energy GIS & City of Austin GIS
Map Produced: December 15, 2015

Attachment C AE Marking Specifications

When AE is Clear

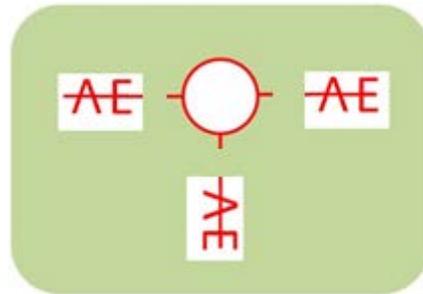


AE Marks and Turns – Marks every 5 to 7 feet on Residential locate and 10 to 15 on Projects. Arrow the end marks to show direction of AE. Locate all angles of AE lines when they turn.

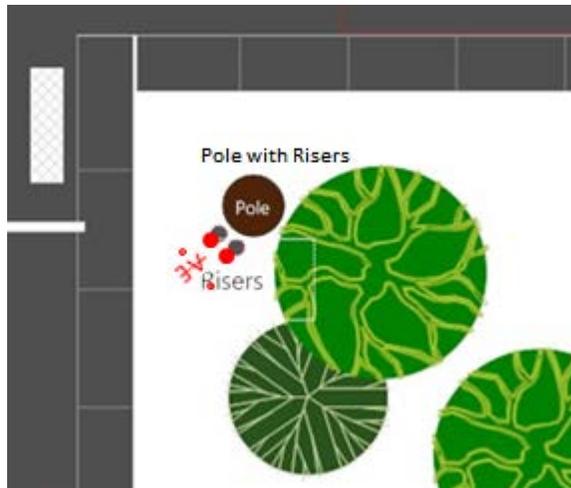


Attachment C AE Marking Specifications

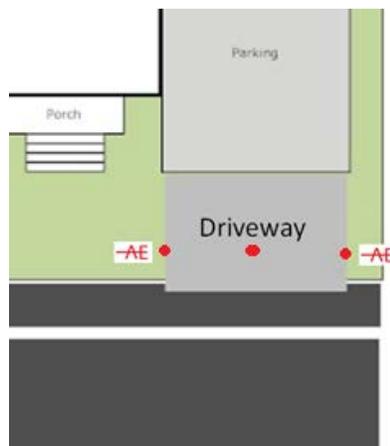
Pull Box in Grass and Pull Box on Sidewalk – Locating out of a Pull Box 18, 36, 48 and 17x27



Risers

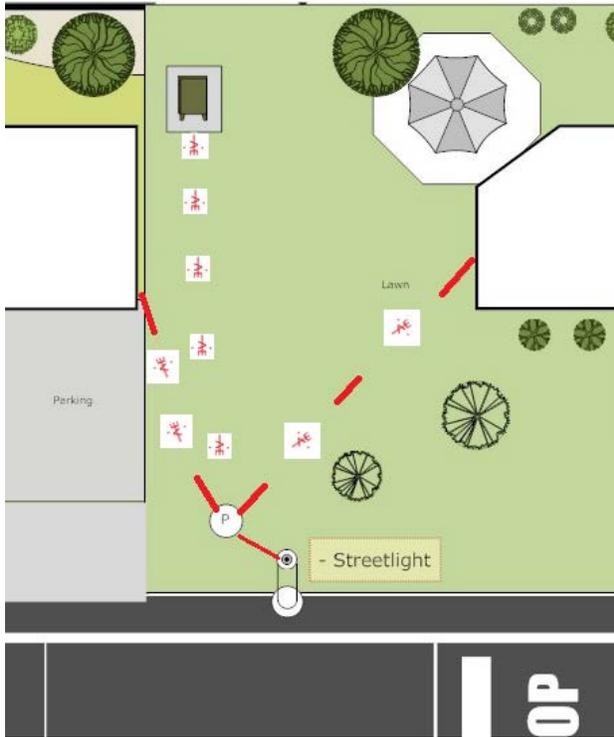


Crossing Diveways



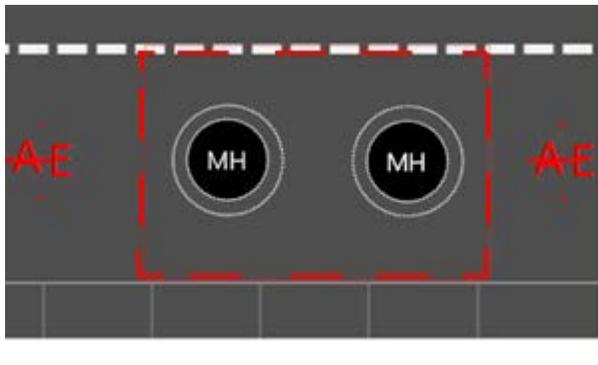
Attachment C AE Marking Specifications

Transformer to Pull Box

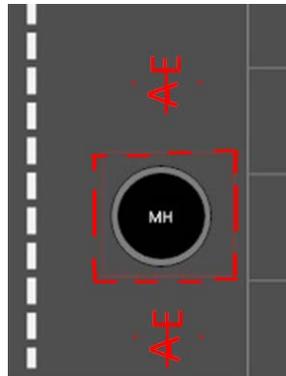


Manholes and Sidewalks

12X12 Manhole



6x6 or 6x9 Manhole



**BID SHEET
CITY OF AUSTIN
UNDERGROUND UTILITY LOCATING SERVICES
SOLICITATION: IFB GGU0157 BUYER: Gabriel Guerrero**

Per ticket rate shall reflect all charges, based upon point to point locating. These shall be the only charges to the City.

ITEM	ITEM DESCRIPTION [Reference the Scope of Work (Section 0500)]	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Normal Locating Request	84,000	Per Ticket		
2	Emergency Locating Request	3,000	Per Ticket		
Bidder shall submit a Bid Bond with Offer as required per the Supplemental Purchase Provisions (Section 0400, part 3).			TOTAL ANNUAL BID		

COMPANY NAME: _____

DATE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____