



# Solicitation COVER SHEET

## IDENTIFICATION

Number	IFB 2200 BYO1011
Title	Fan Testing (Re-Bid)
Summary	The City of Austin seeks to establish a contract with a qualified vendor to perform fan testing, hydrogen sulfide monitoring, and differential pressure testing in the wastewater collection system
Type	Invitation for Bid (IFB)
Version (Addenda)	

## AUTHORIZED CONTACT PERSONS

Primary	Bianca Ontiveros, Procurement Specialist III; (512) 974-2939; <a href="mailto:Bianca.Ontiveros@austintexas.gov">Bianca.Ontiveros@austintexas.gov</a>
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; <a href="mailto:SMBRComplianceDocuments@austintexas.gov">SMBRComplianceDocuments@austintexas.gov</a>
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

## IMPORTANT DATES

### OFFERS DUE

Date and Time	August 4, 2020 @ 2:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

### BID OPENING

Date and Time	August 4, 2020 @ 3:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

### QUESTIONS DUE

Date and Time	July 28, 2020 @ 5:00 PM CST
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

**PRE-OFFER CONFERENCE**

Conference (Yes/No)	No
Mandatory (Yes/No)	N/A
Date and Time	N/A
Location	N/A
Notes	N/A

**PUBLISHED**

Date	July 20, 2020
Available Online	<a href="https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm">https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm</a>
Available Hardcopy	Purchasing Office; 124 w. 8 <sup>th</sup> Street, Suite 300; Austin, TX 78701

**SOLICITATION DOCUMENTS**

Document name	Pages	Date
<b><u>Solicitation Packet – IFB 2200 BYO1011 Includes the following:</u></b>		
<u>Solicitation Cover Sheet</u>	2	7/20/2020
<u>Solicitation Instructions</u>	7	7/20/2020
<u>Terms and Conditions</u>	17	7/20/2020
<u>Scope of Work</u>	10	7/20/2020
<u>Exhibits A, B, C and D</u>	44	7/20/2020
<u>Pricing Submittal – IFB 2200 BYO1011 – Complete and return</u>	1	7/20/2020
<u>Offer and Certifications – IFB 2200 BYO1011 – Complete and return</u>	15	7/20/2020
<u>Living Wages Contractor Certification – Complete and return</u>	1	7/20/20

**NIGP CODES****COMMODITY CODES**

Code	Description
92693	Testing and Monitoring Services for Air, Gas, and Water



# Solicitation INSTRUCTIONS

Solicitation No.  
IFB 2200 BYO1011

## 1 INVITATION FOR BIDS

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

## 2 PUBLICATION AND NOTICES

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

## 3 COMMUNICATIONS AND MEETINGS

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

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. ([https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf)) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-Offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer and an Offer and Certifications submittal.
- 4.2 Offer Acceptance Period.** All Offers are valid for a period of one hundred and fifty (150) calendar days subsequent to the IFB closing date.
- 4.3 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. With the exception of the Prices and Pricing

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

- 4.5 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Utilization Plan as approved by the City (the "Plan").
- 4.7 Living Wages.** The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

## 5 OFFER SUBMISSION

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

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

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

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

<b>Deliveries by US Mail</b>	<b>Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries</b>
City of Austin Purchasing Office Response to Solicitation: [Insert Solicitation Number] P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: [Insert Solicitation Number] 124 W 8 <sup>th</sup> Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.**
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation’s Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation’s Due Date and Time. Arrival at the City’s mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City’s misdirection or mishandling was the sole or main cause for the Hardcopy Offer’s late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation’s Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Special procedures due to 2020 COVID-19 Pandemic.**
  - 5.3.1 Confirmation of Submittals –** Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
  - 5.3.2 Withdrawing Hardcopy Offers –** Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: [PurchasingAdmin@austintexas.gov](mailto:PurchasingAdmin@austintexas.gov)
  - 5.3.3 Solicitation Openings -** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: [https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=66](https://www.austintexas.gov/financeonline/afo_content.cfm?s=66) .

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

## 6 OFFER EVALUATION

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

## 7 CONTRACT AWARD AND EXECUTION

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

## 8 ADMINISTRATIVE MATTERS

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

that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others).

- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1** Protest regarding the Solicitation (Pre-Bid Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days before the opening of Bids. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Bids. Any protest regarding the evaluation of Bids by the City shall be filed with the City no later than five (5) days after the opening of Bids, or notification that the protestor's status as a Offeror has changed, such as notification that a Bid has been rejected. Any protest filed after such date which raises issues regarding the evaluation will not be considered.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of

interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

## 9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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

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

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

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

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

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

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

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

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

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

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

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Invitation for Bids or IFB.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

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

**1. GENERAL**

**1.1 TERM OF CONTRACT:**

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

**1.2 INDEFINITE QUANTITY:**

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

**1.3 INVOICES:**

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

**1.4 PAYMENT:**

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. Delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
  - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
  - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

**1.5 FINAL PAYMENT AND CLOSE OUT:**

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

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

**1.6 SPECIAL TOOLS & TEST EQUIPMENT:**

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**1.7 AUDITS AND RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
  - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
  - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

**1.8 FINANCIAL DISCLOSURES AND ASSURANCE:**

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

**1.9 RIGHT TO ASSURANCE:**

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**1.10 STOP WORK NOTICE:**

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

**1.11 DEFAULT:**

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

**1.12 TERMINATION FOR CAUSE:**

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

**1.13 ATTORNEY'S FEES:**

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

**1.14 TERMINATION WITHOUT CAUSE:**

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

**1.15 FRAUD:**

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**1.16 DELAYS:**

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

**1.17 FORCE MAJEURE:**

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

**1.18 INDEMNITY:**

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

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
  - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
  - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
  - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY’S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
  - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY’S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY’S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

**1.19 NOTICES:**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

**1.20 CONFIDENTIALITY:**

The Contractor may be granted access to certain of the City’s or licensor’s confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor’s protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.  
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

**1.21 TEXAS PUBLIC INFORMATION ACT:**

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

**1.22 PUBLICATIONS:**

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**1.23 ADVERTISING:**

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

**1.24 NO CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**1.25 GRATUITIES:**

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**1.26 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:**

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**1.27 INDEPENDENT CONTRACTOR:**

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**1.28 ASSIGNMENT DELEGATION:**

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

**1.29 WAIVER:**

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

**1.30 MODIFICATIONS:**

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

**1.31 INTERPRETATION:**

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**1.32 DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**1.33 JURISDICTION AND VENUE:**

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**1.34 INVALIDITY:**

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**1.35 HOLIDAYS:**

The following holidays are observed by the City:

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

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

**1.36 SURVIVABILITY OF OBLIGATIONS:**

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**1.37 COOPERATIVE CONTRACT:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

**1.38 NON-DEBARMENT CERTIFICATION:**

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

**1.39 EQUAL OPPORTUNITY:**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

**1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:**

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

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

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

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

**1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:**

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

**1.42 INSURANCE:**

**A GENERAL INSURANCE REQUIREMENTS:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
  - City of Austin Purchasing Office
  - P.O. Box 1088
  - Austin, Texas 78767
  - OR
  - [PUInsuranceCompliance@austinTexas.gov](mailto:PUInsuranceCompliance@austinTexas.gov)
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
  - vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
  - vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
  - viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
  - ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
  - x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
  - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
  - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
  - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
      - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
  - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
  - b. Independent Contractors coverage (Contractor/Subcontracted work);
  - c. Products/Completed Operations Liability for the duration of the warranty period;
  - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
  - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
  - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
  - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
  - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

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

## **2. SERVICES**

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

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

### **2.2 WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
  - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

- ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**2.3 GUARANTEE – SERVICES:**

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

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

**2.4 TRAVEL EXPENSES:**

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

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

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

**2.5 PLACE AND CONDITION OF WORK:**

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**2.6 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:**

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

**2.7 LIVING WAGES:**

**The City's Living Wage Program, Rule R161-17.14, is located at:**

<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at [https://www.austinTexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

**CITY OF AUSTIN  
TERMS AND CONDITIONS**

**2.8 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSSTOWN TUNNEL**

**1.0 PURPOSE**

The City of Austin (City) seeks to establish a contract with a qualified Vendor (Contractor) who can perform fan testing, hydrogen sulfide monitoring, and differential pressure testing in the wastewater collection system.

The Contractor shall perform and document fan testing and continuous monitoring of differential pressure and hydrogen sulfide concentration in wastewater mains of the Greater Walnut Creek Area, consisting of two test sites on the Upper Walnut Creek Interceptor with monitoring of the interceptor and one test site on the Little Walnut Creek Interceptor with monitoring of the interceptor. Testing and monitoring services are also to be provided at one test site on the Crosstown Tunnel with monitoring of both the Crosstown Tunnel and the Little Walnut Creek Interceptor. Testing and monitoring services are also to be provided at one test site on the Williamson Creek Interceptor with monitoring of the interceptor.

Any services that have been unintentionally omitted from this scope of work, but which are clearly necessary or in conformance with normal fan testing, hydrogen sulfide monitoring, and differential pressure testing in the wastewater collection system, shall be considered a requirement of this Contract although not directly specified or called for in the scope of work.

**2.0 APPLICABLE STANDARDS AND SPECIFICATIONS**

- 2.1 All work completed under this contract shall be in accordance with all federal, State and City of Austin laws and regulations, and all applicable City of Austin Code of Ordinances. A full list of City of Austin Ordinances can be found online at <https://library.municode.com/TX/Austin>
- 2.2 TMUTCD: Texas Department of Transportation Manual on Uniform Traffic Control Devices
- 2.3 City of Austin Transportation Criteria Manual - [https://library.municode.com/tx/austin/codes/transportation\\_criteria\\_manual](https://library.municode.com/tx/austin/codes/transportation_criteria_manual)
- 2.4 29CFR, Parts 1910 and 1926: United States Department of Labor Rules 29 CFR, Parts 1910 and 1926 Occupational Safety and Health Administration (OSHA)

**3.0 CONTRACTOR GENERAL REQUIREMENTS**

- 3.1 The Contractor shall provide the labor, materials, equipment, etc. needed to complete fan testing of sanitary sewer mains at up to five (5) locations and complete continuous differential pressure and hydrogen sulfide measurements at up to thirty-four (34) manholes, as listed below. Exhibits A1 and A2 present the locations for each Fan Test and Monitoring Manhole, respectively. Detailed information for each of the monitoring manholes and each fan test are provided in Exhibits B and C, respectively.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSSTOWN TUNNEL**

<b>Basin</b>	<b>Manhole ID</b>	<b>Streets, Address or Description</b>
Walnut Creek	42698	NW of 3M entrance, 200' NW/upstream (creek) of culvert/entrance.
	70050	Walnut Creek Metropolitan Park
	70447	Parmer, W of Mopac before Tamarack Trail. S of Parmer at apartments.
	115478	100' S of Old Cedar Lane on Railroad
	79255	Dessau Road at Scottsdale Lane
	81181	Johnny Morris @ Austin Tennis Center (Parking)
	90923	Sprinkle Road ~270 ft southwest of Walnut Creek bridge
	115959	40' E of N end of N Frontage Rd. On concrete abutment, 6' above creek level. Park on curb just N of creek.
	272469	Balcones Park
	124740	Parmer at Legendary Drive
	136301	50' S of S. Edge of Canyon Ridge Bridge on River St.
Little Walnut Creek	137551	7600 Blessing Ave and E Anderson Ln, SW Corner
	74733	Highland, SW of pool fence, at park S of Tulsa CV
	197147	N Lamar & Peyton Gin
	57711	2211 Denton Drive, STE J
	76430	8606 Wall St at Texas Mail House
	76621	Park at 8504 Cross Park Drive
	74130	E 51st and 183
	58407	11501 Burnet Rd

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSTOWN TUNNEL**

Basin	Manhole ID	Streets, Address or Description
Crosstown Tunnel	39450	Just south of Old Spicewood Springs Road east of Loop 360 (60" WW)
	21165	Between Lakewood Drive (north end) and Bull Creek east of Loop 360 (60" WW)
	9770	North of RM 2222 west of Jester Boulevard (48" WW)
	9800	Southwest of RM 2222 off Parke Center Drive
	33946	Inside the Camp Mabry fence across from Woodstone Square and 35 <sup>th</sup> Street (approximately 75 feet north of West 35 <sup>th</sup> Street)
	Siphon	At the Walnut Creek siphon entrance south of FM 969 and west of Walnut Creek.
Williamson Creek Interceptor	2955	Brodie Spring Trail & Brodie
	123645	Camperdown Elm Dr & 1st
	25089	Blackmule Dr & Wagon Bend
	25295	East of 1st Street
	219660	William Cannon & Pleasant Valley
	44315	William Cannon & Pleasant Valley
	71627	Burleson Shaft
	23804	Grelle Ln
	111184	Loganberry & Dittmar

- 3.2 The Contractor shall submit **with bid submission** documentation demonstrating its successful previous experience conducting at least two fan tests in municipal wastewater systems within the past 5 years. Submitted documentation shall confirm such experience is comparable in size and scope to this Work. Please provide the municipality name and size, municipality contact name and phone number, size of the wastewater line tested, and description of the scope of work performed.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSTOWN TUNNEL**

3.3 The Contractor shall be responsible for obtaining any required Temporary Use of Right of Way Permits (TURP) from the City, and provide, install and maintain any and all temporary traffic control devices as required and for the duration required by the City of Austin. A copy of all secured TURP permits shall be submitted to the City’s Project Manager prior to the start of the work.

3.3.1. The following seven (7) manholes are in the City right-of-way, which shall require the Contractor to obtain TURP from the City.

Basin	Manhole ID
Walnut	42698
	79255
	90923
	124740
Little Walnut	137551
	197147
Williamson Creek	71627

3.4 The Contractor shall be familiar with the work environment and regulating agency coordination requirements.

3.5 The Contractor shall use precautions for the protection of all persons, vegetation, animals, and property. When applicable, the Contractor shall receive right-of-entry permission from the owner prior to accessing private property and shall provide a minimum 24-hour notice to the property owner prior to accessing any such private property. The Contractor is responsible for damage to private property and vegetation.

3.6 There are no manholes located such that right-of-entry is anticipated, for example but not limited to special permissions from land owners, business owners, etc., with this solicitation. However, Crosstown Tunnel MH 9800 is located in an office complex, which is publicly accessible, but shall require notification to the office complex prior to initiating work. MH 2955 can be accessed through a 15-foot wastewater easement along private property. Crosstown Tunnel MH 33946 is located within Camp Mabry, which requires access through the Camp Mabry Main Gate and requires that the contractor be accompanied by a City of Austin employee.

3.7 The Contractor shall develop a work schedule that incorporates all time required for the TURP permit acquisition and implementation process, as appropriate, and that includes the time required to coordinate work that ensures normal operation of businesses of these areas is unimpeded. The Contractor’s schedule shall also consider and include the following implementation scheduling:

3.7.1. At least one week prior to the start of Work the Owner and the Contractor shall meet for a kickoff meeting to discuss the specifics of services implementation.

3.7.2. The Contractor shall notify the City’s Project Manager twenty-four (24) hours prior to starting fan test baseline monitoring or any physical work at each test site or associated basin manholes.

3.7.3. Any home owner or business locations that may be affected by the Work shall be notified at least 72 hours prior to the work beginning or otherwise notified as required by any right of entry.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSSTOWN TUNNEL**

- 3.8. The weather forecast shall be monitored, and site baseline monitoring and / or testing shall not begin at a test site until there is no rain forecasted within the test basin for the planned test period to the extent practical. However, should inclement weather occur once a site testing begins, the project team will review wastewater flow meter data to determine if the fan test should be halted and restarted. When the fan test is halted or stopped under the direction of the City because the weather and flow conditions will negatively affect the test results, the “Weather Delay” Bid Item will be applied such that the Contractor will be compensated in the per day amount for the number of days the Contractor is delayed due to the inclement weather event, not to exceed total of \$50,000 allowance.
- 3.9. The Contractor shall be responsible for:
- 3.9.1. Establishing temporary fencing to keep public away from fan testing equipment and any partially open manholes.
- 3.9.2. Establishing lighting of the test site in compliance with OSHA requirements.
- 3.9.3. If Owner determines it necessary for the site, the Contractor shall be responsible for establishing erosion control measures, establishing a stabilized pad for the fan test unit, and removing all temporary measures upon completion of the fan test and reestablishing vegetation.
- 3.9.4. Erosion control measures may include establishing a stabilized construction ingress / egress on unpaved areas immediately adjacent to paved roadways to ensure no mud or other debris is tracked onto the paved roadway. The tracking of mud onto any paved right-of-way shall not be allowed. The Contractor will be responsible to ascertain the distance between the nearest road and the testing manhole location.

**4.0 CONTRACTOR MATERIALS REQUIREMENTS**

- 4.1 The Contractor shall provide, after Contract is executed and before the Contractor mobilizes to the first fan testing / manhole site, submittals detailing the labor, materials, equipment, and other information required and planned for successful completion of the Work by the Contractor for City’s Project Manager review prior to the start of Work. These submittals shall include details on how the Contractor plans to perform fan testing in the wastewater mains and monitoring of pressure and hydrogen sulfide in manholes, and required security and safety measures, including traffic safety, as required. The Contractor shall also submit documentation on the H<sub>2</sub>S data loggers and pressure monitors specifically to be used during this fan testing for review and approval by the Owner’s Project Manager.
- 4.2 The Contractor shall be responsible for providing and installing the necessary equipment, tools, and incidentals to perform fan testing, including fans, generators, duct work, and exhaust stack. The stack shall provide sufficient height and exit velocity to reduce nuisance odors. The fan(s) shall be capable of providing variable airflows and shall be capable of operating throughout the range as defined in 5.2.4. The Contractor shall conduct necessary site leveling required to install the fan testing equipment.
- 4.3 The Contractor shall be responsible for providing and installing the necessary equipment, tools, and incidentals to complete continuous monitoring of differential pressure and hydrogen sulfide (H<sub>2</sub>S) at manholes. Differential pressure data sensors shall have a range of +/- 2.00 inches of water column and a pressure accuracy of +/- 0.25%. Hydrogen sulfide sensors shall have a

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSTOWN TUNNEL**

measurement range of 0-1,000 ppm with a full-scale accuracy of 1%. The Contractor shall calibrate all instruments and submit resulting instrument cutsheets, calibration procedures, tables and charts to the City's Project Manager prior to conducting the fan test.

**5.0 CONTRACTOR OPERATIONAL REQUIREMENTS**

5.1 Differential Pressure and H<sub>2</sub>S Testing

5.1.1 The Contractor shall install differential pressure and H<sub>2</sub>S loggers during the fan testing at eleven (11) manholes during the Walnut Creek Interceptor fan testing and at eight (8) manholes during the Little Walnut Creek Interceptor fan testing, as shown in Exhibit A1. During the Crosstown Tunnel fan testing, the Contractor shall monitor differential pressure and H<sub>2</sub>S at the eight (8) locations in Little Walnut Creek and the six (6) locations in the Crosstown Tunnel, as shown in Exhibit A1. During the Williamson Creek fan testing, the Contractor shall monitor differential pressure and H<sub>2</sub>S at nine (9) locations in Williamson Creek, as shown in Exhibit A2. After installing the loggers inside the manholes, the Contractor shall properly seal the manhole.

5.1.2 Pressure and H<sub>2</sub>S loggers shall be installed two days prior to start the fan test at each location to establish a baseline sewer pressure condition and hydrogen sulfide gas concentrations. Baseline measurements and tracking shall be the same as required during the fan testing. The loggers shall be removed no sooner than six hours after each fan test is completed with baseline measurements continuing until the loggers are removed to ensure conditions return to normal. The Contract intent is to maintain successful continuous monitoring at each test site of two days pre-test site monitoring, two days of formal testing and six hours of post-test monitoring as described above. A successful test day is described in 5.1.3.

5.1.3 The Contractor shall continue to monitor all sites as testing is ongoing to ensure all data loggers are operational as intended. If any malfunctioning data loggers are found, they shall be replaced and/ or recharged to ensure proper operation. Data collected via H<sub>2</sub>S loggers, pressure differential loggers and hand-held instruments shall be downloaded and reviewed at the end of each sampling day. A copy of this daily data shall be delivered to the City Project Manager. Should **daily** total recorded data loggers run time drop below 90% of the total possible data loggers run time for a day due to data logger malfunctions, the Contractor shall recalibrate the malfunctioned instruments and repeat the daily test the following day.

5.2 Fan Testing

5.2.1 Fan testing shall be conducted at up to five locations as indicated below (Exhibit A1 presents an aerial map of the Walnut Interceptor, Little Walnut Interceptor and Crosstown Tunnel fan test and monitoring manhole locations, and Exhibit A2 for Williamson Creek Interceptor fan test and monitoring manhole locations). More specific fan test location information for each of the testing sites is provided in Exhibit B. Bidders are encouraged to visit the sites to determine accessibility requirements for fan test equipment

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSTOWN TUNNEL**

<b>Fan Test ID</b>	<b>Interceptor</b>	<b>Location Description</b>	<b>Manhole/Access Location</b>
FT1	Walnut Creek	Capital Metro Parcel on southwest corner of Johnny Morris Road and Loyola Lane.	MH 80887
FT2	Walnut Creek	Balcones District Park. Nearest intersection: Waters Park Drive and Mopac Boulevard. <sup>(1)</sup>	MH 69977
FT3	Little Walnut Creek	Little Walnut Creek Greenbelt at location of existing odor control unit. Nearest intersection: Springdale Road and Hycreek Drive. <sup>(1,2)</sup>	MH 240949
FT4 (see Note Below)	Crosstown Tunnel	Morris Williams Golf Course. Nearest intersection: Springdale Road and E. Martin Luther King Jr. Boulevard.	MH 73543
FT5	Williamson Creek	Roy Kizer Golf Course. Nearest intersection: William Cannon and Pleasant Valley.	JB 44315

(1) This location has nearby power lines, which shall be considered.

(2) Austin Water will shut down the activated carbon unit prior to deployment of pressure loggers and fan test at this location.

Note: For the Crosstown Tunnel fan test (FT4) only, prices are to be developed based on the above identified test location. However, the final location for the future odor control site placement has yet to be determined. This project's intent is to conduct the test at the final selected odor control site. Therefore, the actual fan test location may be adjusted to an alternate identified location. All Crosstown Tunnel monitoring manhole locations will not change and will remain as identified.

5.2.2 The Contractor shall verify that the connection to the manhole from which air is being drawn is air-tight. In addition, during the Williamson Creek fan test the Contractor shall seal the Williamson Creek Interceptor Diversion Box – Location FT5, as shown in Exhibit D. The Contractor shall submit a proposed plan for sealing this diversion box to the City's Project Manager prior to starting the Williamson Creek Fan Test.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSTOWN TUNNEL**

5.2.3. Fan testing shall be performed at four different fan speeds, with the following resulting forced airflows:

<b>Interceptor</b>	<b>Fan Speed</b>	<b>Approximate Forced Airflows (cfm)</b>
Walnut Creek	Low	10,000
	Mid	16,000
	High	24,000
	Full	30,000
Little Walnut Creek	Low	3,000
	Mid	5,000
	High	8,000
	Full	10,000
Crosstown Tunnel	Low	10,000
	Mid	16,000
	High	24,000
	Full	30,000
Williamson Creek	Low	10,000
	Mid	16,000
	High	24,000
	Full	30,000

5.2.4. Fan speed shall be changed according to the following schedule:

<b>Time</b>	<b>Fan Speed</b>
7:30	Low
8:30	Mid
9:30	High
10:30	Full
11:30	Low
12:30	Off
13:30	Mid

<b>Time</b>	<b>Fan Speed</b>
14:30	High
15:30	Full
16:30	High
17:30	Mid
18:30	Full
19:30	Off

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSSTOWN TUNNEL**

5.2.5 Fan tests shall be conducted consecutively and only on weekdays.

5.2.6 Prior to mobilizing to site, the Contractor and project team shall review the weather forecast to discuss and confirm mobilization to the site. Similarly, prior to performing the fan test, the Contractor and project team shall review the weather forecast, wastewater flow meter data, and other factors, to confirm fan testing operations. Any halting or stopping of fan testing that occur after mobilization will be addressed as outlined in Section 3.8.

5.3 The Contractor shall attend a kick-off meeting within ten (10) calendar days after award of the contract to discuss this contract, delivery schedule, and requirements.

**6.0 DATA TRANSFER AND INTEGRITY REQUIREMENTS**

6.1 The Contractor shall be responsible for recording airflow, motor speed, and fan intake pressures at 15-minute intervals. Data is to be delivered to the City in a tabulated form in Excel or tab limited text format. The Contractor shall also monitor H<sub>2</sub>S levels at the fan exhaust at 15-minute intervals and submit the data in the same tabulated form.

6.2 The Contractor shall transfer differential pressure and hydrogen sulfide measurements from monitoring manholes into Excel or tab limited text files for submittal to the City. File shall clearly specify the monitoring location, and date and time of each measurement.

6.3 The Contractor shall take a photo of the fan setup at each location for documentation that the testing setup was arranged properly. All photos shall be submitted to the City's Project Manager along with the tabulated monitoring files.

**7.0 SAFETY**

7.1 The Contractor shall follow all applicable OSHA (Occupational and Safety Health Administration) rules for all tasks performed during this contract. The Contractor shall also follow industry standard safety procedures and other safety practices for all work performed under this contract. The Contractor shall be responsible for the safety of their employees and any subcontractors at all times. In addition, the Contractor and any subcontractors shall provide a safe environment for traffic during the Contractor's activities that occur in the Right-of-Way (ROW).

7.2 The Contractor shall prepare and submit a Health and Safety Plan with their bid. The City will not accept any liability or release the Contractor from any safety responsibilities. The Contractor is responsible for adherence to their Health and Safety Plan throughout the life of the contract.

**8.0 CONTRACT DELIVERABLES**

8.1 At the end of the fan tests, the Contractor shall submit to the City's Project Manager electronic files with recorded airflow, motor speed, fan intake pressure, and differential pressure and hydrogen sulfide measurements at monitoring manholes following the requirements specified in Section 6.0., the Contractor shall also submit photos of the fan setup at each test location.

**CITY OF AUSTIN  
SCOPE OF WORK  
FAN TESTING OF THE WALNUT CREEK, LITTLE WALNUT CREEK AND WILLIAMSON CREEK  
INTERCEPTORS, AND CROSSTOWN TUNNEL**

**9.0 DESIGNATION OF KEY PERSONNEL:**

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

The City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contract Manager	Andres Ramirez	(512) 972-0310	<a href="mailto:Andres.Ramirez@austintexas.gov">Andres.Ramirez@austintexas.gov</a>
Contract Monitor	Darrell Richmond	(512) 972-0313	<a href="mailto:Darrell.Richmond@austintexas.gov">Darrell.Richmond@austintexas.gov</a>
City Project Manager	Cara Wilson	(512) 974-5653	<a href="mailto:Cara.Wilson@austintexas.gov">Cara.Wilson@austintexas.gov</a>
Procurement Specialist	Bianca Ontiveros	(512)974-2939	<a href="mailto:Bianca.Ontiveros@austintexas.gov">Bianca.Ontiveros@austintexas.gov</a>

**10.0 DELIVERY REQUIREMENTS:**

- A. It is recommended that Contractor shall visit the site of each fan test before submitting a bid to verify the location of the manholes without impeding the normal operation of any business, traffic or homeowner in these areas.
- B. Locations are listed on Exhibits A & B.

**11.0 INVOICES and PAYMENT:**

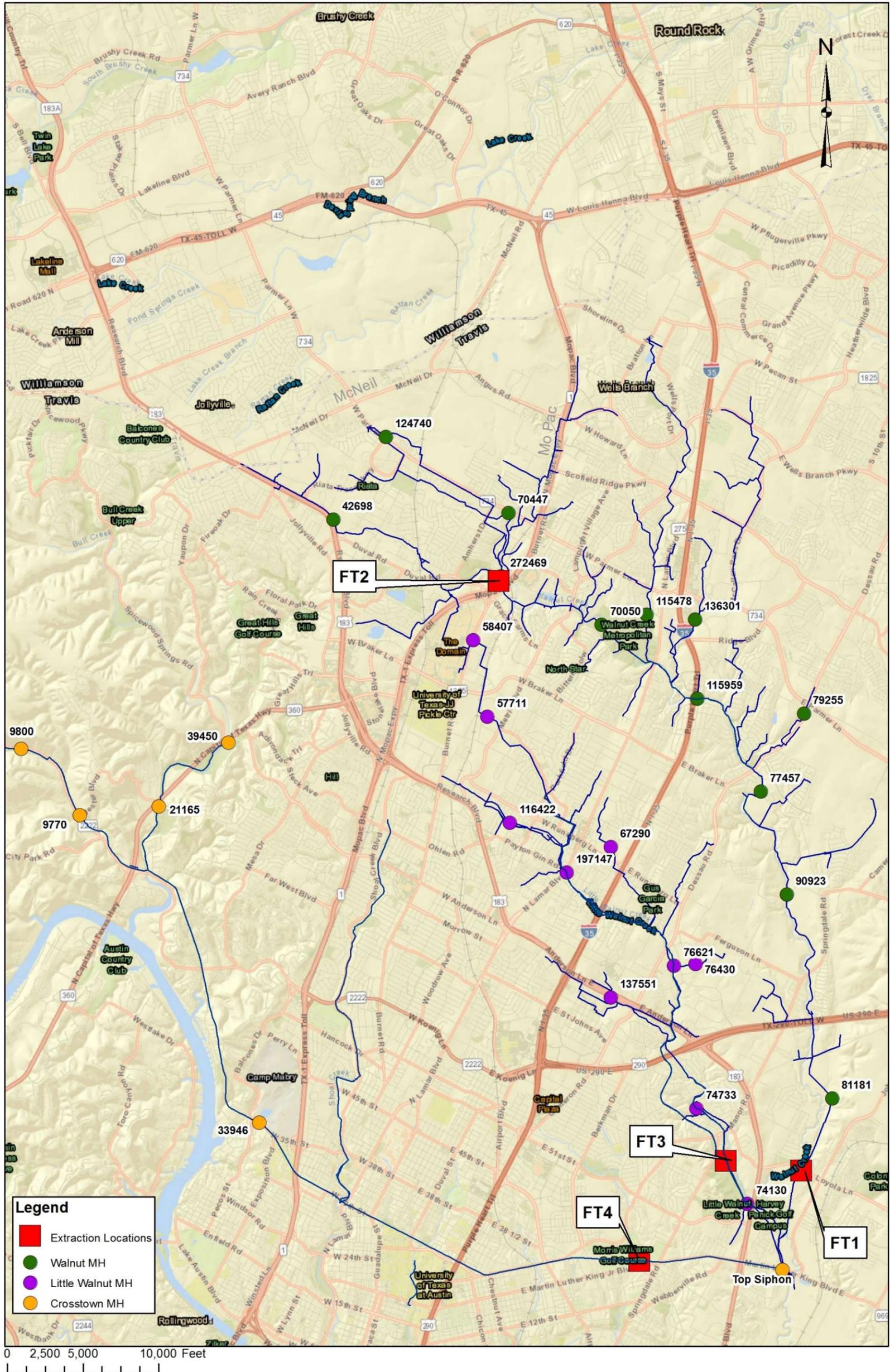
- A. Invoices shall contain a unique invoice number. Invoices received without all required information cannot be processed and will be returned to the vendor.

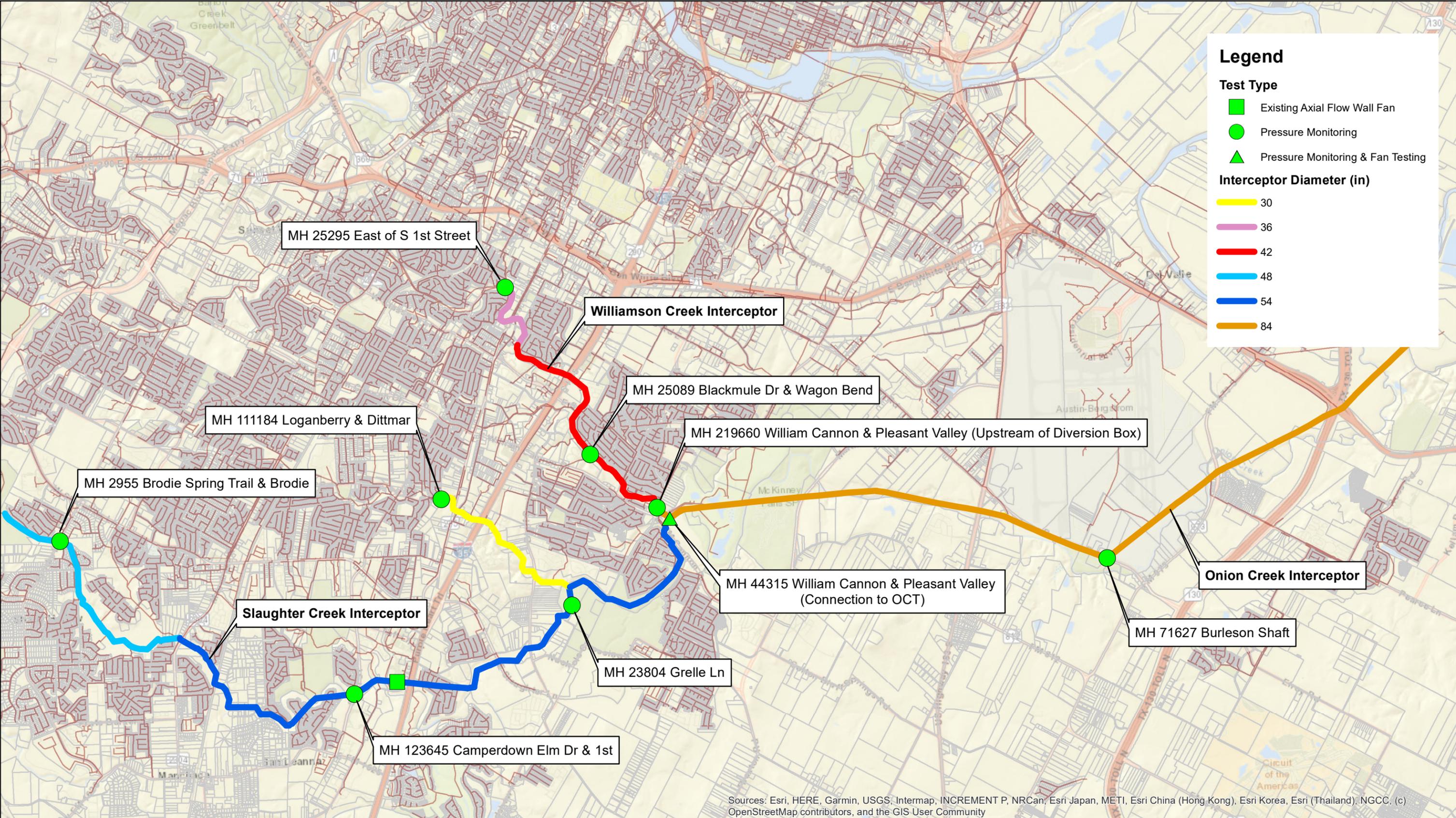
Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10 <sup>th</sup> St. Suite 500
City, State Zip Code	Austin, Texas 78701

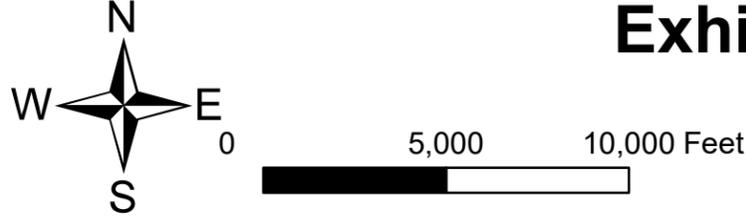
- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

# Exhibit A1 - Fan Test and Pressure Monitoring Locations for the Walnut Creek and Little Walnut Creek Interceptors and Crosstown Tunnel City of Austin





# Exhibit A2 - Fan Test and Pressure Monitoring Locations for Williamson Creek Interceptors



City of Austin



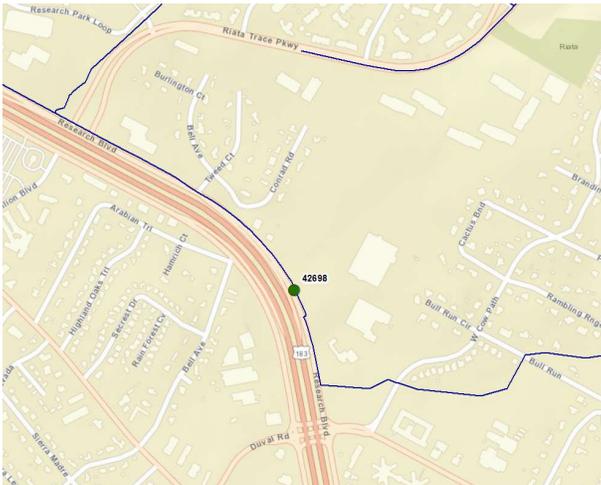
## Exhibit B – Information on Monitoring Manholes in Walnut and Little Walnut Creek Interceptors

Basin	Manhole ID	Approx. Latitude	Approx. Longitude	Streets, Address or Description	MAPSCO Page	Bolts, etc	MH Dia. (inches)	Comments/Notes	in ROW?
Walnut	42698	30.422527	-97.747208	NW of 3M entrance, 200' NW/upstream (creek) of culvert/entrance.	465J	Bolts, 15/16"	24"	Stands up 5' tall.	Yes
	70050	30.402364	-97.695612	Walnut Creek Metropolitan Park	496B	No bolt holes	24"	In bike path.	No
	70447	30.422980	-97.710550	Parmer, W of Mopac before Tamarack Trail. S of Parmer at apartments.	465M	4 @ 15/16" bolts	24"	Access near NW building, In creek but dry and 2' elevated.	No
	115478	30.403978	-97.682096	100' S of Old Cedar Lane on Railroad	466Y	Bolted 15/16	24	In creek but above water level.	No
	79255	30.385213	-97.649512	Dessau Road at Scottsdale Lane	497K	No bolt holes			Yes
	81181	30.314127	-97.645430	Johnny Morris @ Austin Tennis Center (Parking)	557L	No bolts. 4, 5/8"Ø holes at middle of cover	40	4 yellow bollards & broken gate on ground no locks.	No
	90923	30.355125	-97.653620	Sprinkle Road ~270 ft southwest of Walnut Creek bridge	527K				Yes

Basin	Manhole ID	Approx. Latitude	Approx. Longitude	Streets, Address or Description	MAPSCO Page	Bolts, etc	MH Dia. (inches)	Comments/Notes	in ROW?
	115959	30.388404	-97.671911	40' E of N end of N Frontage Rd. On concrete abutment, 6' above creek level. Park on curb just N of creek.	496M	4 bolts, rust=fine	24		No
	272469	30.411526	-97.712371	Balcones Park	465V				No
	124740	30.437594	-97.735789	Parmer at Legendary Drive	465B		32		Yes
	136301	30.402393	-97.671567	50' S of S. Edge of Canyon Ridge Bridge on River St.	466Z	Bolts not installed	32		No
Little Walnut	137551	30.334258	-97.691396	7600 Blessing Ave and E Anderson Ln, SW Corner	526X	No bolt holes	32	Minimal soil removal	Yes
	74733	30.313659	-97.674000	Highland, SW of pool fence, at park S of Tulsa CV	556R	Bolts not installed	24		No

Basin	Manhole ID	Approx. Latitude	Approx. Longitude	Streets, Address or Description	MAPSCO Page	Bolts, etc	MH Dia. (inches)	Comments/Notes	in ROW?
	197147	30.357396	-97.700011	N Lamar & Peyton Gin	526E	No Bolts	32		Yes
	57711	30.386052	-97.715914	2211 Denton Drive, STE J	495M	Bolts	24		No
	76430	30.340021	-97.673479	8606 Wall St at Texas Mail house	526V	No bolts installed	32		No
	76621	30.339773	-97.67793	Park at 8504 Cross Park Drive	526U	No bolts installed	24		No
	74130	30.296120	-97.663866	E 51st and 183	587A		24	Junction Box is upstream ~150'. ID 195739	No
	58407	30.400030	-97.718555	11501 Burnet Rd	495D	No bolt holes	32		No

**Manhole ID 42698**



**Manhole Location**



**Photo 1**



**Photo 2**

**Manhole ID 70050**



Manhole Location



Photo 1

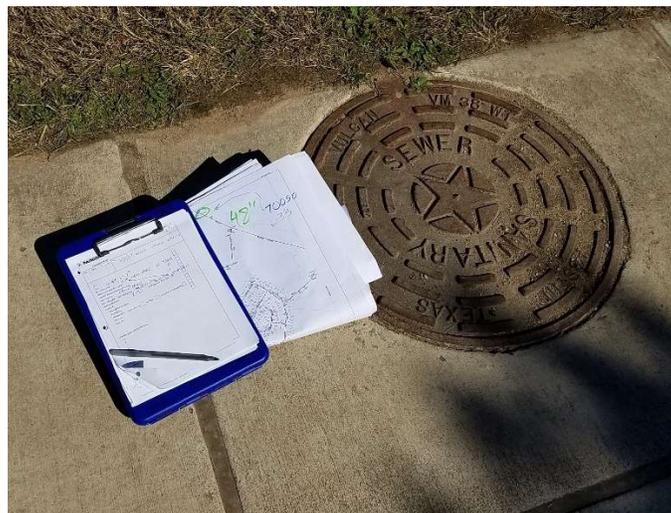


Photo 2

**Manhole ID 70447**



Manhole Location

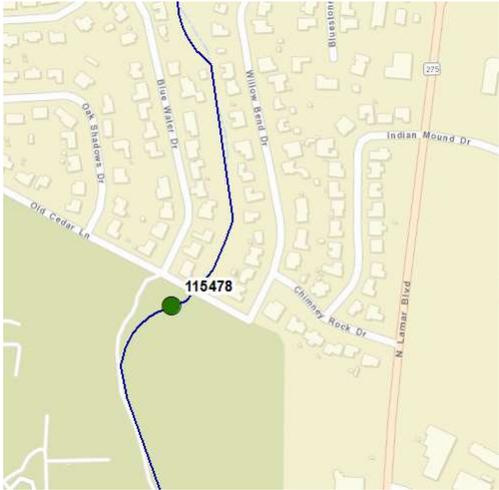


Photo 1



Photo 2

**Manhole ID 115478**



**Manhole Location**

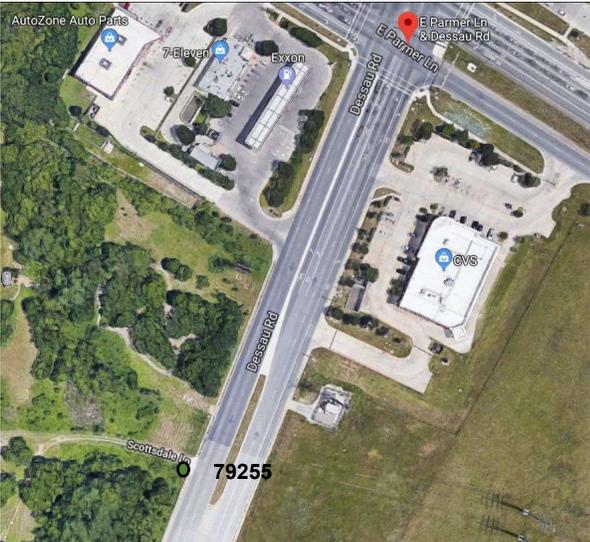


**Photo 1**



**Photo 2**

**Manhole ID 79255**



**Manhole Location**



**Photo 1**



**Photo 2**

**Manhole ID 81181**



**Manhole Location**

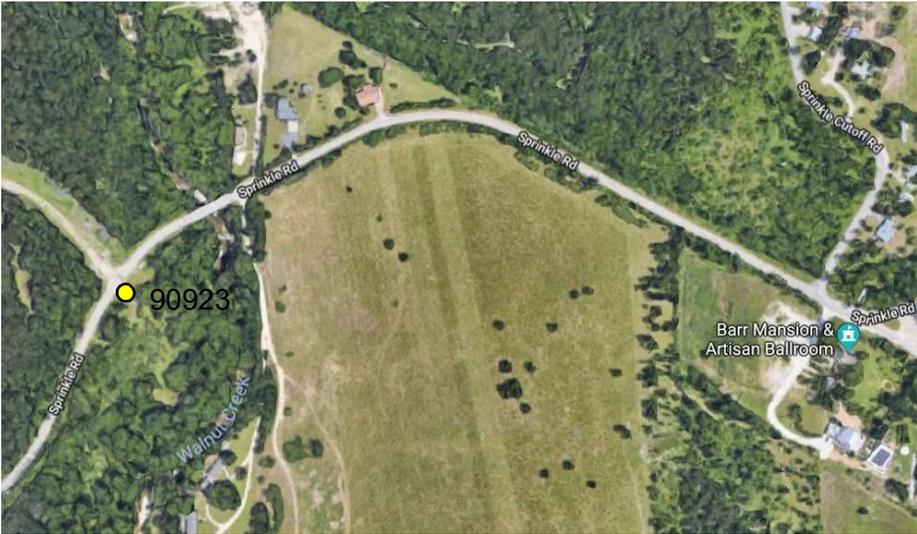


**Photo 1**



**Photo 2**

**Manhole ID 90923**



Manhole Location



Photo 1



Photo 2

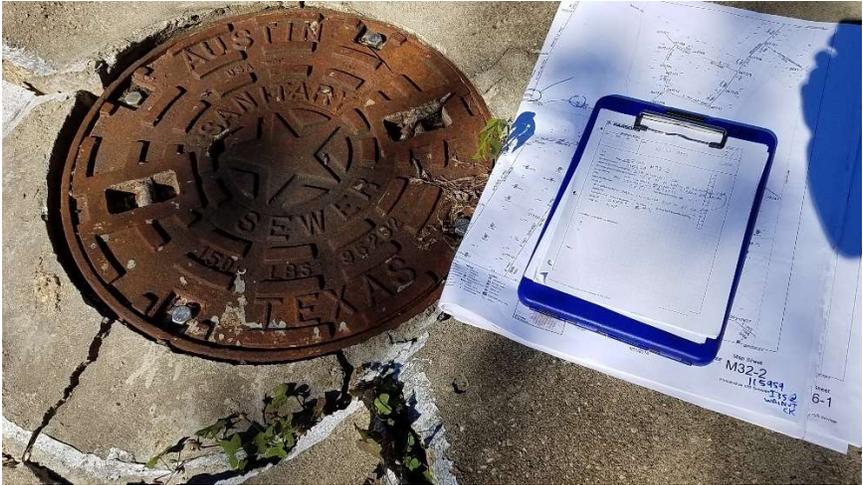
**Manhole ID 115959**



**Manhole Location**

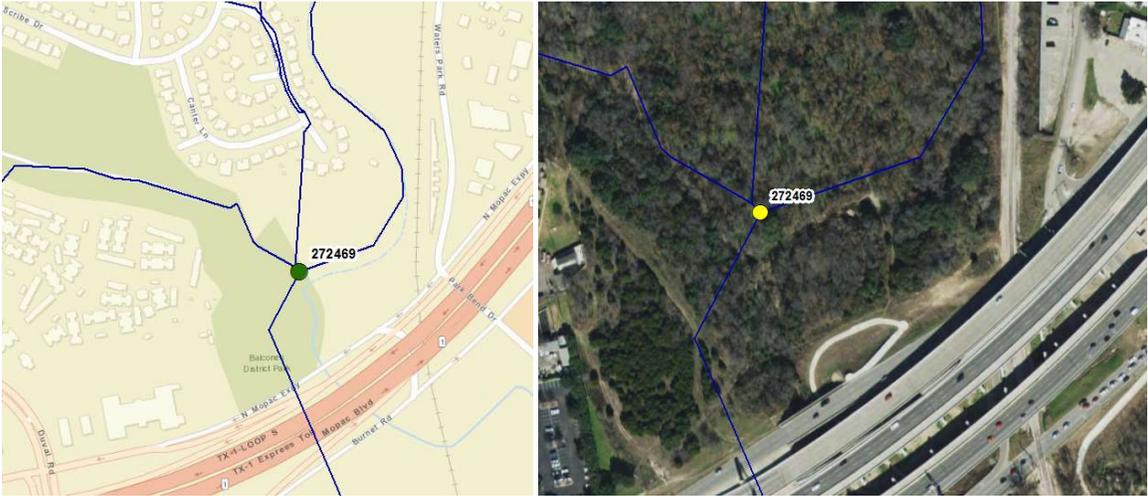


**Photo 1**



**Photo 2**

**Manhole ID 272469**



Manhole Location

**Manhole ID 124740**



Manhole Location

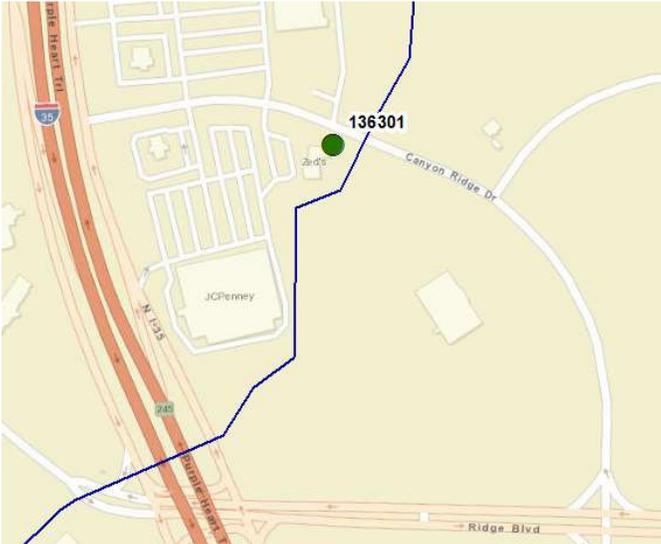


Photo 1



Photo 2

**Manhole ID 136301**



**Manhole Location**



**Photo 1**



**Photo 2**

**Manhole ID 137551**

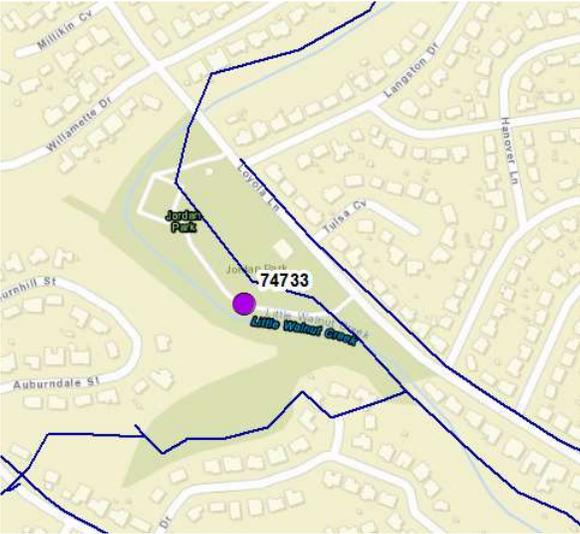


**Manhole Location**



**Photo 1**

**Manhole ID 74733**



Manhole Location



Photo 1



Photo 2

**Manhole ID 197147**



**Manhole Location**

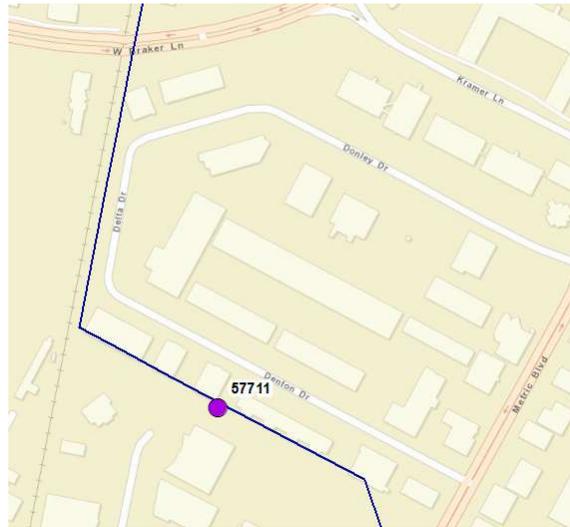


**Photo 1**



**Photo 2**

**Manhole ID 57711**



**Manhole Location**



**Photo 1**



**Photo 2**

**Manhole ID 76430**



Manhole Location



Photo 1



Photo 2

**Manhole ID 76621**

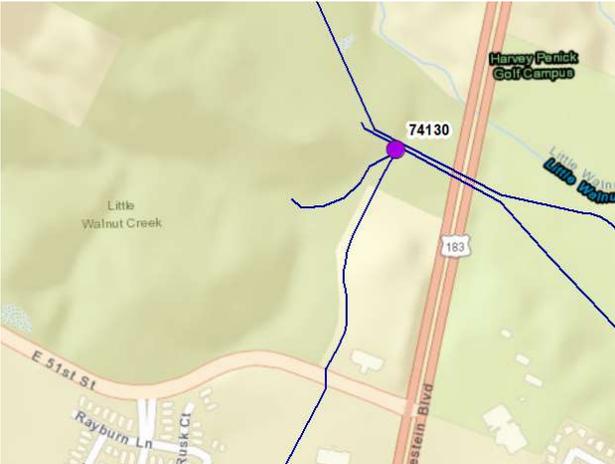


Manhole Location



Photo 1

**Manhole ID 74130**



**Manhole Location**



**Photo 1**



**Photo 2**

**Manhole ID 58407**



**Manhole Location**



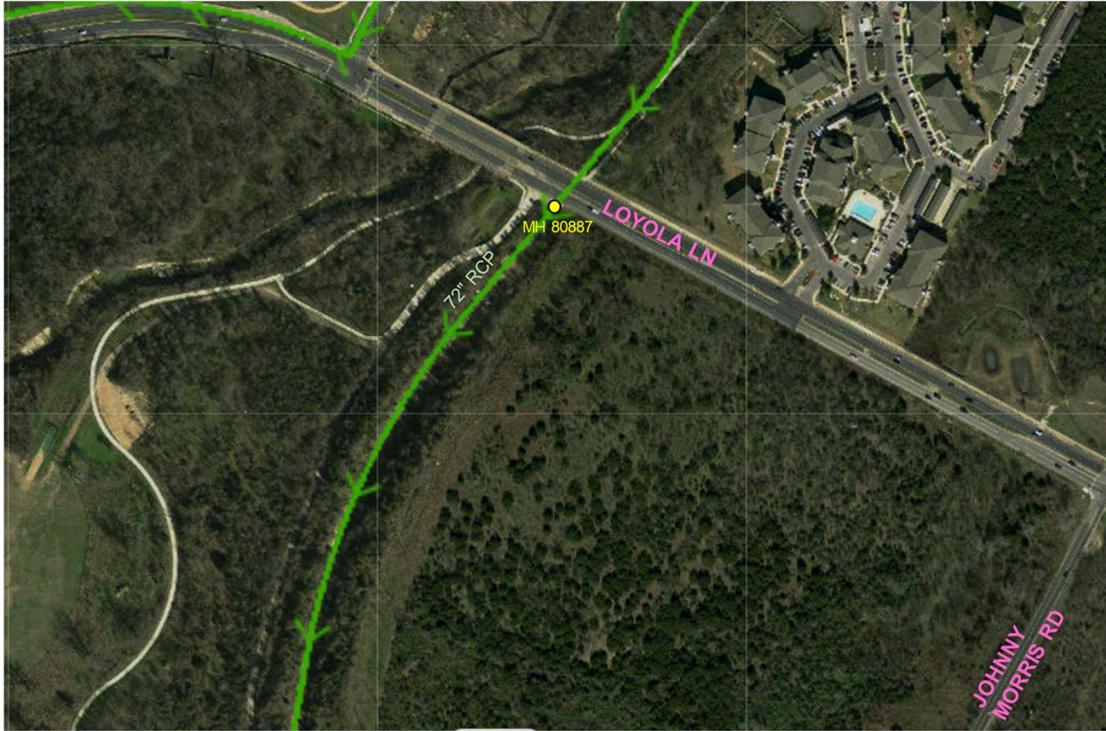
**Photo 1**



**Photo 2**

## Exhibit C – Information on Fan Test Locations

### Location FT1



Site Location

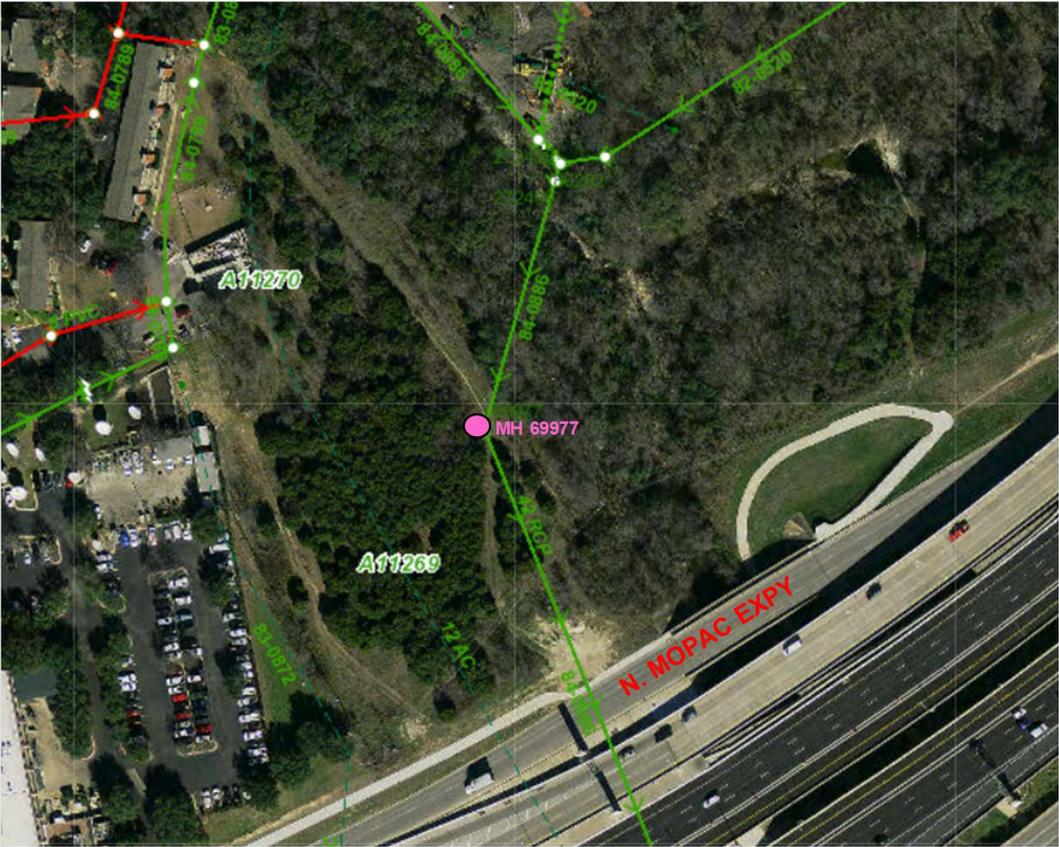


View of Site from Loyola Lane



Extraction Manhole

Location FT2

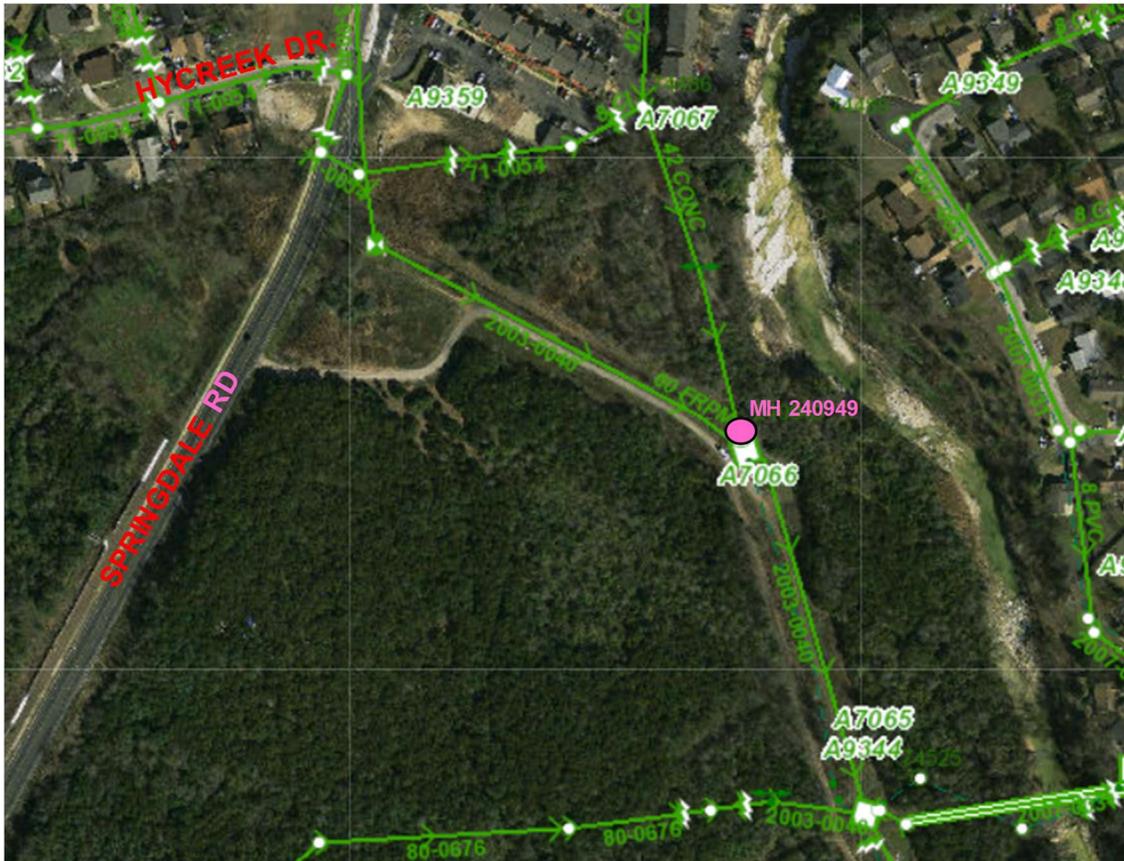


Site Location



View of Site from Access Road

Location FT3



Site Location



Existing Odor Control Unit



Extraction Manhole

Location FT4



Site Location

Location FT5



Site Location



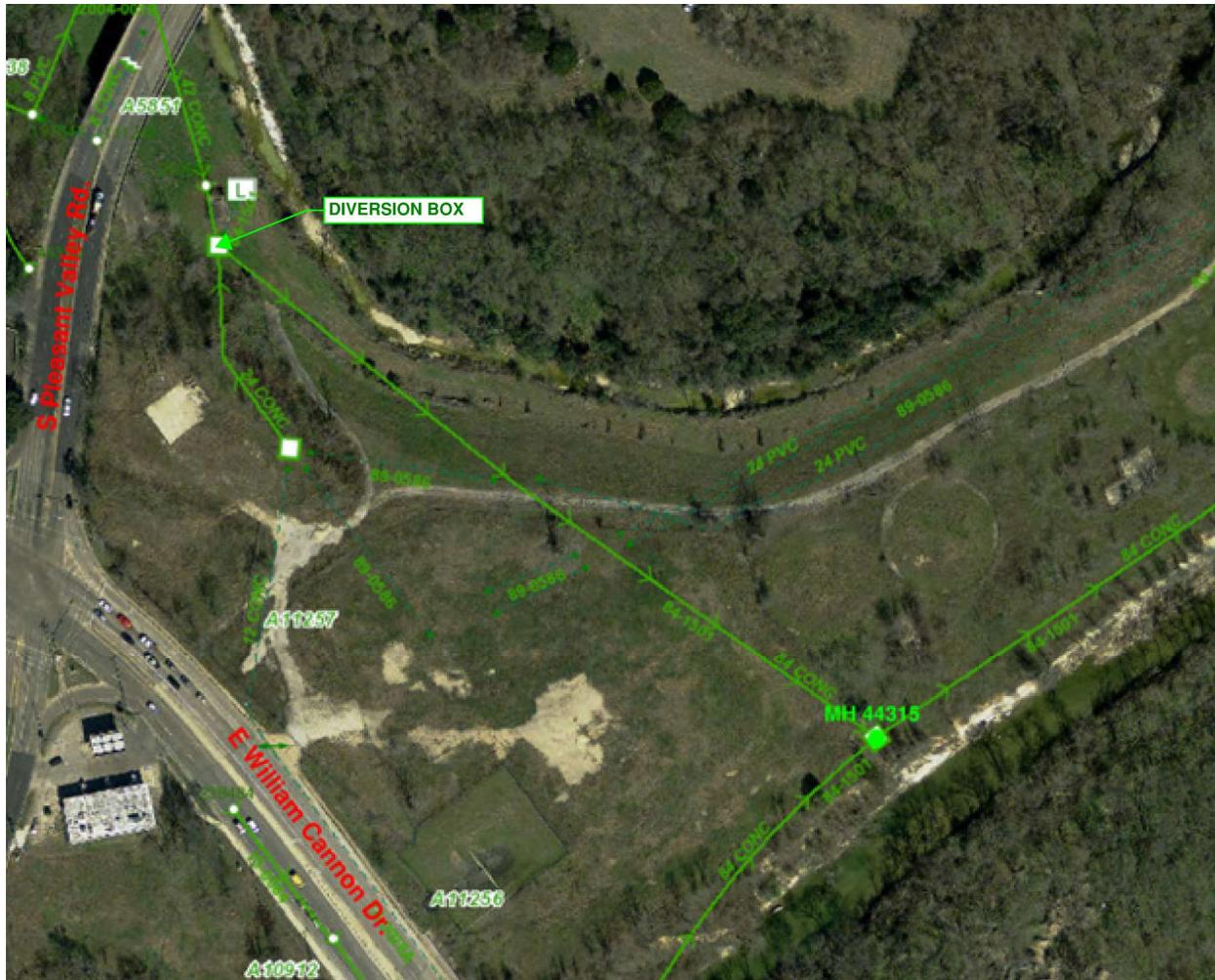
Extraction Manhole



Extraction Manhole

## Exhibit D – Diversion Box to be Sealed for Fan Test of WCI

Location FT5 – Williamson Creek Interceptor Diversion Box



Site Location



Diversion Box



Diversion Box



Diversion Box Details



Diversion Box Details



Diversion Box Details



Diversion Box Details



Diversion Box Details



Diversion Box Details



Diversion Box Details



Diversion Box Details