

SAN ANTONIO WATER SYSTEM PURCHASING DEPARTMENT

Issued By: **D. Anthony Rubin**
BID NO.: 12-6009

Date Issued: March 9, 2012

FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT FOR LARGE DIAMETER SANITARY
SEWER CLEANING AND INSPECTION WORK ORDER CONTRACT
ADDENDUM NO. 1

Sealed bids addressed to the Purchasing Director, San Antonio Water System, 2800 US Hwy 281 North, P.O. Box 2449, San Antonio, TX 78298-2449 will be received until **3:00 p.m., March 23, 2012** and then publicly opened and read aloud for furnishing materials or services as described received herein below,

The San Antonio Water System Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the SAWS Main Office, 2800 US Hwy 281 North, San Antonio, TX 78212, or by calling (210) 233-3819.

(Contractor's Insurance Requirements Attached)
(Performance Bond Required)

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids

Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of SAWS or the compensation to the vendor.
- (c) Bidders are advised that all SAWS contracts are subject to all legal requirements provided for in state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of SAWS shall have a financial interest, direct or indirect, in any contract with SAWS, or shall benefit financially, directly or indirectly, in the sale to SAWS of any materials, supplies or services, except on behalf of SAWS as an officer or employee. This prohibition extends to all SAWS boards and commissions other than those which are purely advisory.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of SAWS.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to SAWS.

- (c) Alternate bids may be allowed at the sole discretion of SAWS.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since SAWS is exempt from payment of such taxes. An exemption certificate will be signed by SAWS where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of SAWS.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of SAWS that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in SAWS Small Minority Women Business Division and the Contracting Department's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At SAWS request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of SAWS, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the Purchasing Department, San Antonio Water System. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified after submission, provided such modifications are sealed and received by the Purchasing Department prior to the time and date set for the bid opening. However, the San Antonio Water System shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) SAWS may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by SAWS on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) SAWS may, reject all bids whenever it is deemed in the best interest of SAWS to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. SAWS at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by SAWS Purchasing Director or his designee.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to SAWS Purchasing Director or his designee on or before five calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids/ and after the Mandatory Pre-Bid Conference, only to those who attend the Mandatory Pre-Bid Conference. SAWS will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director or designee on or before **five** calendar days prior to the scheduled opening.
- (b) SAWS reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. INVOICING, PAYMENT AND DISCOUNTS

- (a) Address for Invoices. All invoices must be sent to San Antonio Water System, Attn: Accounts Payable, P.O. Box 2449, San Antonio, Texas 78298-2449.
- (b) Information Required On Invoice.

All invoices must be in a form and content approved by SAWS. SAWS may require modification of invoices if necessary in order to satisfy SAWS that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each SAWS Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extension and net total prices must be shown. Prompt payment discount offered shall be shown separately on the invoice.

- (c) Payment by SAWS. SAWS shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date SAWS receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date SAWS receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between SAWS and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by SAWS personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. SAWS will not make partial payments on an invoice where there is a dispute.

- (d) NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT NOTWITHSTANDING THE FORGOING, SAWS CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE.

VENDOR MUST INVOICE SAWS NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF SAWS AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by SAWS. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The San Antonio Water System is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by SAWS where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, SAWS shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, SAWS reserves the right to reject a discount if the percentage is too low to be of value to the SAWS, all things considered. SAWS may also reject a discount if the percentage is so high as to create an overly large disparity between the price SAWS would pay if it is able to take advantage of the discount and the price SAWS would pay if it were unable to pay within the discount period. SAWS may always reject the discount and pay within the 30 day period, at SAWS sole option.

SAWS will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and SAWS will take the 2% discount if the invoice is paid within the 10 day time period.

12. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for SAWS. In determining best value, SAWS may consider price, reputation, quality, past relationship with SAWS, SWMB requirements, long term cost and any other relevant factors.
- (b) SAWS reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (when manifested by an approved Board Resolution and appropriation) mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) San Antonio Water System reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. SAWS reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities

bid in accordance with § 252.048 of the Texas Local Government Code. When estimated quantities are lower than estimated by more than 25%, bidder acknowledges acceptance of decrease with no further written consent required. No other changes shall be made without written notification of SAWS.

14. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest appealing the adverse decision to the SAWS Purchasing Director or his designee. The SAWS Purchasing Director or his designee decision on such an appeal shall be final.

Vendor must deliver a written notice of protest to the Purchasing Director or designee within seven (7) calendar days of the posting on SAWS Purchasing website of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check SAWS website posting.

15. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

16. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Purchasing Director or his designee, its obligations under this contract, or violate any of the terms of this contract, SAWS shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to SAWS for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) SAWS may terminate this contract without cause. SAWS shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) SAWS retains the right to terminate this contract at the expiration of each of SAWS budget periods. This contract is conditioned on a best efforts attempt by SAWS to obtain and appropriate funds for payment of any debt due by SAWS herein.

17. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., San Antonio Water System's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Purchasing Director or his designee. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the SAWS Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by SAWS as a result thereof. In addition,

failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from SAWS list of eligible bidders as determined by the Purchasing Department.

18. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the San Antonio Water System with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing Department within **ten** days from request.
- (c) The San Antonio Water System will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to SAWS Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to SAWS of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the San Antonio Water System.
- (e) The performance deposit of the successful vendor shall be returned by SAWS upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from SAWS, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. However, the Purchasing Director or his designee may return all or part of the performance deposit to the vendor if the Director or his designee determines, in their sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

19. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that SAWS is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that SAWS shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind SAWS.

20. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, SAWS may assess a fee in order to recoup the cost related to providing the requested information.

21. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold SAWS harmless from any claim involving patent infringement or copyrights on goods supplied.

22. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, SAWS and the board members, employees, officers, directors, volunteers and representatives of SAWS, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon SAWS directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of

BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of SAWS, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND SAWS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE SAWS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise SAWS in writing within 24 hours of any claim or demand against SAWS or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. SAWS shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

23. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from SAWS.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

24. ACCEPTANCE BY SAWS

SAWS shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. SAWS at its option may reject all or any portion of such goods or services which do not, in SAWS sole discretion, comply in every respect with all terms and conditions of the contract. SAWS may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If SAWS elects to accept nonconforming goods and services, SAWS, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate SAWS for the nonconformity. Any acceptance by SAWS, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

25. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

26. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the San Antonio Water System Purchasing Department.

27. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written approval and consent of the SAWS Purchasing Director or his designee. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

28. INTERLOCAL PARTICIPATION

- (a) SAWS may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance SAWS purchasing power. At SAWS sole discretion and option, SAWS may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. SAWS may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall SAWS be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, SAWS shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes SAWS use of Vendor’s name, trademarks and Vendor provided materials in SAWS presentations and promotions regarding the availability of use of this contract. SAWS makes no representation or guarantee as to any minimum amount being purchased by SAWS or Entities, or whether Entity will purchase utilizing SAWS contract.

SAWS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN SAWS.

29. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing Department at (210) 233-3819.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall begin upon the effective date of award, or April 1, 2012, whichever is later, and terminate on December 31, 2013.

At SAWS option, this Contract may be renewed under the same terms and conditions for four (4) additional one (1) year periods. Renewals shall be in writing and signed by SAWS Director of Purchasing or his designee, without further action by the San Antonio Water System Board of Trustees, subject to and contingent upon appropriation of funding therefore.

SAWS shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 6 months. Said month to month extensions shall be in writing, signed by SAWS Director of Purchasing or his designee, and shall not require Board approval, subject to and contingent upon appropriation of funding therefore.

SCOPE: The San Antonio Water System (“SAWS”) is soliciting bids from vendors to provide labor, materials, equipment, supervision and all work necessary to clean, internally inspect, and record the condition of unspecified wastewater collection system pipelines ranging in diameter from 15-inches to 90-inches, manholes, and minor vault structures, on a work order contract basis. All work locations are unspecified at the time of bidding. If the vendor is successful in the initial term of this contract, the contract may be extended for three additional one year periods. The vendor shall possess the capability to operate at various locations within SAWS service boundaries, concurrently at times, throughout the city on a work order (on-call) basis.

Timetable:

Mandatory Pre-Bid Conference	Friday, March 16, 2012, 10:00 am
Questions Due	Monday, March 19, 2012, 3:00 pm
Bid Opening	Friday, March 23, 2012, 3:00 pm
Proposed Start of Contract	Date of Award

MANDATORY PRE-BID CONFERENCE WILL BE HELD ON FRIDAY, MARCH 16, 2012 @ 10:00 A.M. AT THE SAWS HEADQUARTERS BLDG. LOCATED AT 2800 US HIGHWAY 281 NORTH, ROOM 559, SAN ANTONIO, TX 78212.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to SAWS Purchasing Department that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, SAWS reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each SAWS department authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by SAWS on a monthly basis.

- b. All invoices must be submitted in singular and show each purchase order number and corresponding SAWS department. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
 - c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration for the contract period.
 5. All bids submitted shall be valid for a period of not less than ninety (90) days.
 6. Questions pertaining to bid will be answered by D. Anthony Rubin at (210) 233-3815 or via e-mail anthony.rubin@saws.org.
 7. Technical questions will be answered by Jerome Iltis at (210) 233-3683 or via e-mail jiltis@saws.org with a copy to D. Anthony Rubin.

8. Bonds:

PERFORMANCE BOND:

A Performance Bond of \$500,000.00 will be required from the successful bidder for the initial contract period. The Performance Bond will be required for the length of the contract to include the execution of each extension periods. Bidders must provide a letter **with bid** from Bonding Company stating that in the event of award, bidder will be able to provide the requested Performance Bond.

9. BID SUBMISSION REQUIREMENTS

One (1) complete original bid (marked as "Original") and two (2) complete copies (marked as "Copy") placed in a sealed package must be submitted. Original bid must be signed by a representative that is authorized to bind the bidder. Bidder shall submit bid response as follows:

1. **BID PACKAGE**: Bidder must complete, sign and submit the entire bid document, as well as, any Addendum. Include the following documents with your bid submission, tabbed, and attached in the order indicated below:
Place as Tab 1.
2. **BIDDER QUESTIONNAIRE**: Complete and submit Attachment A, Bidder Questionnaire.
Place as Tab 2.
3. **EXPERIENCE**: Complete and submit Attachment C, Experience.
Place as Tab 3.
4. **REFERENCES/ SIMILAR PRIOR EXPERIENCE**: Complete and submit Attachment D, References/
Similar Prior Experience
Place as Tab 4.
5. **PRICING SHEDULE**: Complete and submit Attachment E, Pricing Schedule.
Place as Tab 5.

6. **EQUIPMENT:** Complete and submit Attachment F, Equipment.
Place as Tab 6.
7. **SMALL, MINORITY AND WOMAN-OWNED BUSINESS PROGRAM COMPLIANCE:**
Complete, sign and submit the Good Faith Effort Plan contained in Attachment G.
Place as Tab 7.
8. **ADDENDUMS:** Bidder shall submit all Addendums (if any) issued for this Bid. Addendums to the Bid will be posted on the San Antonio Water System's Website.
http://www.saws.org/business_center/procbids/. It is Bidder's responsibility to review this site and ascertain whether Addendums have been issued prior to submission of a bid response. Sign all Addendums that are required to be returned and attach them to your bid as Attachment H.
Place as Tab 8.

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE SUBMITTAL REQUIREMENTS MAY RESULT IN THE BIDDER'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

I. GENERAL INFORMATION:

In 2005, SAWS embarked on a recurring annual program to clean large diameter (15-inches and greater) wastewater collection mains in order to improve the performance of the wastewater collection system. This contract will continue the program to clean and inspect large diameter mains.

II. INFORMATION AND INSTRUCTIONS TO BIDDERS:

1. **Minimum Vendor Qualifications:** Bidders must meet or exceed the following criteria. An information packet must be submitted with the bid to fully demonstrate these minimum requirements. Failure to provide the required information may result in determining a non-responsive bidder:
 - A. **Vendor Experience.** Bidder shall have a minimum of at least five (5) years experience in the process of cleaning, televising, sonar inspection, laser inspection, and recording the condition of sanitary sewer system pipes, including current work. Among the vendor's experience, such work shall have been completed on at least one project involving large wastewater collection mains during the last five (5) years in which the cleaning and CCTV inspection productivity rate equaled or exceeded 100,000 linear feet per year. Laser inspection and sonar inspection shall have been used on at least one project. A computerized Geographic Information System (GIS) software application shall have been used to manage data on at least one project.
 - B. **Personnel Qualifications.**
 - a. The on-site project superintendent shall have experience that includes successful completion of cleaning and inspection activities for at least 100,000 linear feet of large diameter ($\geq 15''$) sewer mains; or shall have at least five (5) years of experience in such activities and have worked for the bidder for the last two (2) years. Experience of the on-site superintendent shall include the use of mechanical cleaning equipment, electronic locating equipment, TV camera inspection equipment, sonar inspection equipment, laser inspection equipment, bypass pumping, root removal, grease removal, dewatering, and remote obstruction removal.
 - b. The data manager shall have at least six months of GIS experience managing data for cleaning and inspection work in an ArcGIS environment, particularly ArcMap version 10. The bidder shall demonstrate GIS competency by submitting with the bid a map created with ArcMap printed in color on an 11 x 17 sheet of paper. The map must have Bidder name and/or logo on the printed map, date of bid opening placed on it, scale bar and other items to demonstrate competency. The map cannot be photo copied; it must be an original print out. Data used for the map will be up to the bidder to demonstrate creativity level.

c. Employees performing field work under this contract shall have knowledge, experience, and training in NASSCO and OSHA certification programs.

C. Resources. Vendor and any sub-vendor(s) shall have available manpower and shall own available equipment to perform the work required by these specifications, including the production of maps necessary to locate and identify the specific mains in the scope of work for each work order.

2. Bid Submission Procedure (also see General Conditions):

A. Bid documents can be downloaded from the SAWS website.

B. Part V of this Invitation For Bid establishes the requirements for documents to be submitted with the bid proposal. All documents submitted must be clear and concise, and must be completed in their entirety in accordance with provided instructions. In addition to establishing pricing, the documents are intended to articulate Bidder's ability to perform the services being solicited by these specifications. **BIDDERS THAT DO NOT SUBMIT THIS INFORMATION WITH THEIR BID PROPOSAL WILL BE ELIMINATED FROM FURTHER CONSIDERATION.**

C. All pages of this bid document must be returned along with all other required documents.

D. An officer of the bidder's company shall print or type his/her name and manually sign page 1 of the original bid package. Failure to sign this page will result in disqualification of the bid.

3. Pre-Bid Conference: A **Mandatory Pre-Bid Conference** will be held at the SAWS Headquarters, 2800 US Highway 281 North, San Antonio, Texas, 78212 with the Purchasing Department in Conference Room 559, Administrative Building on **March 16, 2012 at 10:00 A.M.** for all prospective bidders to clarify any questions pertaining to the specifications.

4. Clarification to Bid Specifications: SAWS does not entertain revisions or modifications to this document or SAWS standard service contracts which successful bidder is required to sign. If any person contemplating submitting a bid for this contract is in doubt as to the meaning of the specifications, other bid documents, or any part thereof, he/she may submit questions to the Purchasing Department on or before **March 19, 2012**. These questions can be faxed to 210-233-5433 or e-mailed to arubin@saws.org. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid documents, if made, will be made only by addendum duly issued. A copy of such addendum will be faxed and mailed to each person that attends the Mandatory Pre-Bid Conference and only to those who attend the Mandatory Pre-Bid Conference. SAWS will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Director or designee on or before **March 19, 2012**, prior to the scheduled opening.

Yvonne Torres, Purchasing Manager
Purchasing Division
P.O. Box 2449 ~ 2800 US Highway 281 North
San Antonio, Texas 78298

SAWS reserves the right to request clarification to assist in evaluating the vendor's response when the bid response is unclear with respect to pricing, services, or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

5. Evaluation Process:

A. Incomplete bid prices will not be considered.

B. Bidder must meet or exceed the minimum qualification requirements.

- C. SAWS reserves the right to reject any or all bids, to waive any minor irregularities or technicalities, and to accept any bid it deems to provide the required services to SAWS. SAWS further reserves the right to reject a company's bid if it is found that collusion exists amongst bidders or if a conditional bid is submitted.
- D. Award will be made to the overall low, responsive, qualified bidder. Successful bidder will be required to sign a standard SAWS Service Contract within 5 days of notification of being the apparent low responsive bidder. (Sample is available upon request.)

III. SCOPE OF SERVICES TECHNICAL SPECIFICATIONS

1000.1 Scope of Work

The scope of work consists of furnishing all labor, materials, equipment, supervision, and performing all work necessary to clean, internally inspect and record the condition of unspecified wastewater collection system manholes, structures, and pipelines ranging in diameter from 15-inches to 90-inches on a work order basis, and manage associated data. The work is located within the SAWS service area. Specific mains and manholes will be identified in the work orders after contract award.

Work includes control of existing wastewater flow, cleaning of the pipeline using high pressure water jets, mechanical cleaning equipment or other means as may be required, remote obstruction removal, locating and exposing manholes, internal TV inspection of wastewater collection system pipelines, underwater sonar inspections, internal laser inspection as a component of pipeline condition assessment which allows for accurate determination of pipe wall conditions above the fluid level, transportation and disposal of waste materials generated by the cleaning process. Manholes and minor vault structures will also be cleaned and inspected as a function of the pipeline cleaning process. All work will be performed in accordance with these specifications with regard to quality, workmanship, hardcopy and electronic deliverables, and schedule.

In addition to cleaning and inspecting the sewer infrastructure, the **VENDOR** will be required to conduct reverse setup as necessary for cleaning and inspection, submit map corrections, and establish traffic control as necessary to accomplish the work.

To ensure the ability to respond immediately to spills, if any, all trucks shall carry appropriate amounts of absorptive material and HTH at all times.

1000.1.1 Terms

Execution of Contracts: The services outlined are anticipated to commence upon contract execution, which will follow approval by the SAWS Board of Trustees. No work shall commence before the contract is executed, and until Vendor provides the necessary evidence of insurance as required, until certain required submittals are approved, until performance bond is obtained, and until a Notice to Proceed is issued.

Term of Service Agreement: The contract will remain in full force for a period from the board approval date to December 31, 2013. SAWS reserves the right to extend the contract period for four (4) additional one year periods based on the initial bid submitted, should such an extension be mutually agreeable to SAWS and the Contractor. SAWS reserves the right to cancel the contract without cause with written notice.

1000.1.2 Project Location

Work is located within the SAWS wastewater collection system service area. Included with each work order will be a Geographic Information System (GIS) personal geodatabase that will identify the specific wastewater collection system assets to be cleaned and inspected. For spatial reference, GIS shape files for the City streets and for the City parcels are available from the City, or are available from SAWS on compact disk upon request by contacting the SAWS Purchasing Division at 210-233-3815, by facsimile at 210-233-5433, or by e-mail at arubin@saws.org. The personal geodatabase of the mains and manholes in the scope of each work order will provide an identification numbering system for all manholes and structures to be cleaned. It will also provide approximate manhole invert elevations and pipeline lengths. SAWS makes no guarantee as to the accuracy of this data. **VENDOR** shall make its own investigation for purposes of performing the work.

1000.1.3 Quantities

All work orders that will be issued under this contract are unspecified at the time of bidding, all quantities are estimated in the proposal, and it is the intent of the proposal and quantities to establish a fixed unit price for various line items to be paid to the Vendor by SAWS during the term of this contract. No change in the unit price, and no change to the percent markup for emergency work, will be made, regardless of the actual quantity of the item of work performed during the term of the contract. The unit bid prices and percent markup for emergency work will apply to the actual quantities of work performed. As this is a work order contract, SAWS does not guarantee, warrant or represent that it will utilize the amount of quantities estimated in the Bid Proposal, nor does SAWS guarantee that each bid item in this contract will be used on any of the assigned work orders. These quantities are estimations only.

SAWS does not guarantee that a work order will be issued within any specific timeline. SAWS also reserves the right to limit the number of work orders issued at any time. The volume of work orders issued to the VENDOR will be at SAWS sole determination and among other things, will be dependent on the completion of previous work orders. If previous work orders are not completed to the satisfaction of SAWS or work orders currently under construction are behind schedule, additional work orders may not be assigned to the VENDOR until all other work is completed or back on schedule.

1000.2 Project Requirements

Compliance with the following subsections of this specifications section 1000.2 is considered subsidiary to the cost of cleaning and inspection of the pipelines and manholes. Additional compensation will not be allowed.

1000.2.1 Project Performance Time

The Vendor agrees to start work on each work order within seven (7) calendar days after a written Notice to Proceed is issued by SAWS. All work shall be completed at an average daily rate (LF/day) based upon the formula 20,000/pipe diameter (inches). For example, the average daily rate of production for 15" diameter pipes shall be 1,333 LF/day, and the average daily rate of production for 60" pipes shall be 333 LF/day. The average daily rate shall be calculated as the average of the daily production quantities for the period of the work order. SAWS reserves the right to change this rate if an emergency, permit restrictions, weather, excessive debris, etc. affects the progress. All work given within the calendar year must be completed and invoiced by year's end which may cause a need to increase the daily production rate. It is up to the Vendor to provide enough equipment and workforce to accomplish the workload assigned to the Vendor within the allotted time frame, and within the period of time allotted in any City Right of Way permit that may be required.

Penalty for non-performance. Time is of the essence for the performance of all work and other actions required of the Vendor. For each consecutive calendar day beyond the number of days agreed upon for the completion of work specified for each work order or as subsequently adjusted, the Vendor shall pay SAWS a penalty for non-performance in the amount of \$1,000 per calendar day that work is not completed, unless SAWS elects to pursue other action as allowed by law or the contract.

1000.2.2 Vendor Identification

The Vendor's employees and any other persons or organizations working with or under the Vendor on this project shall be uniformed and carry photographic identification. The VENDOR shall complete and submit a Vendor Data Form prior to start of work to the SAWS Security office for employee badges.

All traffic barricades, which are required in accordance with the established regulations, shall be identified on both sides in prominent stenciled letters with the VENDOR's name, local address and telephone number. Further, the VENDOR shall display the VENDOR's waste hauler permit numbers in a prominent fashion on all VENDOR vehicles, trucks, and equipment.

1000.2.3 Cleaning Equipment

The VENDOR shall supply equipment for sanitary sewer cleaning capable of removing grease, sludge, debris, roots, and other deleterious materials and obstructions from sanitary sewers without damage to the existing sewer pipes. Selection of equipment shall be based on the condition of line segments at the time work is scheduled to begin and at the sole discretion of the VENDOR to achieve removal of materials as specified. The equipment shall be capable of cleaning a minimum

length of 1000 LF of sanitary sewer mains with the expandability to 1500 LF if needed. VENDOR shall consider the use of smaller equipment if limited space precludes the use of the larger vacuum truck and televising vans.

When requested by the SAWS Project Representative, the VENDOR shall demonstrate the performance capabilities of the cleaning equipment and methods proposed for use on a particular line segment. If results obtained by the demonstration are not satisfactory to the SAWS Project Representative, the VENDOR must provide other equipment that will clean the sewer main as specified.

For a high-velocity cleaning on mains, a water jet capable of producing a minimum volume of 80 gallons per minute at a pressure of 2,000 psi, measured at the pump for line segments 18-inch and smaller is required. For pipe segments that are 21-inch and larger, the VENDOR shall provide cleaning equipment that provides a minimum operating pressure of 2,500 psi at 100 g.p.m. The equipment must have a gage to indicate working pressure on the discharge side of the high-pressure pumps. In addition to conventional nozzles, the VENDOR shall provide a nozzle which directs the cleaning force to the bottom of the pipe for line segments that are 18-inch and larger. The nozzles used for cleaning sewer mains shall be capable of producing a scouring action from 10 to 45 degrees in the pipe segment. The equipment shall be self-contained and shall carry its own water tanks, auxiliary engines, power-driven hose reels, and pumps. The equipment shall also have a high-velocity spray gun, suitable for cleaning manhole walls and benches and the interior of minor vault structures.

Mechanical cleaning, where required, shall be performed with approved equipment and accessories. The VENDOR shall submit the equipment manufacturer's operation manual and guidelines to the SAWS Project Representative if requested. The equipment manufacturer's operational guidelines shall be strictly followed. All equipment and devices shall be operated by experienced personnel to minimize the likelihood of damage to the pipe material. For the purposes of this section, the equipment operator shall have prior experience operating the same or similar equipment. The SAWS Project Representative may request project references that demonstrate the required experience. The VENDOR shall comply with such a request before beginning cleaning operations. Buckets, rods, snakes, metal pigs, scrapers, scooters, porcupines, sewer balls, kites, heavy-duty brushes, root saws, and other debris-removing equipment/accessories shall be used as appropriate and necessary in the field, in conjunction with other approved power machines. Mechanically powered equipment shall only be used when authorized by SAWS and shall be done only when other cleaning methods are shown to be ineffective.

All cleaning equipment must be equipped with SAWS approved backflow preventers to prevent contamination of the public water supply. Any damage to the public water supply shall be remediated at the sole expense of the VENDOR.

SAWS reserves the right and the VENDOR acknowledges that the SAWS Project Representative may disallow the use of certain types of equipment under certain conditions, if the SAWS Project Representative believes that the use of such equipment will damage the pipe segment being cleaned or will contribute to an adverse environmental condition. This does not relieve the VENDOR of any obligations to avoid damage to existing collection system pipelines and appurtenances.

1000.2.4 Inspection Equipment

The television cameras used for color documentation of the condition of the interior of the pipe segment and to document the results of any cleaning efforts shall be of the type specifically designed and constructed for such surveys. The cameras shall be of the pan and tilt type, capable of turning to look at right angles to the longitudinal axis of the pipe segment over an entire vertical circle. Lighting for cameras shall be suitable for illumination of the entire periphery of the pipe, thus allowing the recording of a clear picture of the condition of the pipe segment. At a minimum, the camera shall provide 470 lines of horizontal resolution and 400 lines of vertical resolution. The camera shall be equipped with a remote iris to control the illumination range for an acceptable picture. The camera shall also be equipped with digital and optical zoom capabilities. Geometrical distortion of the image shall not exceed one (1) percent. Two sets of lights are required. One set shall be mounted on the camera transport platform and point forward. The other set shall be mounted on the camera and point in the same direction as the camera. The television equipment shall have an accurate ($\pm 2\%$) footage counter which displays, on the monitor and on the recorded images, the exact distance of the camera from the starting manhole.

Sonar equipment must be specifically adapted for use in sanitary sewer systems using high frequency sound waves to locate and map irregularities within the pipe environment, creating continuous sonar images recorded in "real time" mode. Sonar equipment must utilize digital, multi-frequency profiling sonar to model the pipe under submerged and partially submerged conditions. Using a rotating transducer, the sonar unit shall be capable of transmitting an acoustic signal toward the pipe walls in a radial fashion to provide a full 360 degree profile.

Laser equipment shall be capable of producing corrosion/buildup graphs to be used in conjunction with the integrated and detailed views generated to precisely quantify internal pipe wall material loss or gain at a given location and clocking angle. It shall perform precision high resolution scans from which pipe cross-sections are obtained and used to provide quantitative information of pipe inside diameter, including ovality and eccentricity. The laser equipment must be specifically adapted for use in sanitary sewer systems using overlapping high resolution dwell scans taken by stopping approximately every 2 meters for a minimum of thirty seconds throughout the inspection. The laser shall support 75 Hz scan rates or higher and be Class 1, eye-safe. Reporting accuracy shall be 0.39 inches at six-feet in pipelines 48-inches and larger. Laser inspection equipment shall be capable of performing inspection simultaneously with CCTV and sonar using the same distance measuring device.

Visual information collected by the **VENDOR** shall be capable of delivery to **SAWS** on a computer hard drive in accordance with these specifications.

1000.2.5 Distance Measurement

The importance of accurate distance measurements is emphasized under this contract for the locations of defects, obstructions, laterals, manhole depths, etc. Measurement for location of defects or laterals shall be made by means of distance-measuring devices as approved by the **SAWS** Project Representative. The accuracy and calibrations of any distance-measuring device may be reviewed and approved by **SAWS**. Distance measurements shall be made from centerline of manhole/access point to centerline of manhole/access point, or to the blockage when reverse set-ups are necessary.

Marking on the cable or the like that would require interpolation for depth of manholes will not be allowed. Survey rods are the preferred method to measure the depth of manholes and for determining the size of the existing pipe.

1000.2.6 Secure Storage

The **VENDOR** shall obtain a secure storage area of a size adequate to accommodate the required equipment, vehicles, and materials for the period of performance of the agreement at the **VENDOR**'s expense. Storage shall not be located in a residential neighborhood.

1000.2.7 Information Review

SAWS may schedule a mandatory pre-work meeting for each work order or group of work orders issued, to plan and discuss the scope of the work order. Each work order will identify the project area and specific wastewater collection assets to be cleaned and/or inspected. The **VENDOR** shall review all available information pertinent to the site of each work order including reports prepared under previously accomplished studies or surveys, and any other data relating to the design of the assets, including maps, drawings, construction specifications, sewer system records, etc., if provided by **SAWS**. The **VENDOR** shall request these documents at least 10 days in advance.

1000.2.8 Permits

The **VENDOR** shall make necessary arrangements to comply with any regulations, provisions, or requirements of any right-of-way permits that may need to be issued for work to be performed within a right-of-way. San Antonio Water System (**SAWS**) is responsible for obtaining all necessary right-of-way permits from the City of San Antonio and from any other governing entity, including railroads. The **VENDOR** shall notify **SAWS** at least ten (10) days in advance of the requirement of any right-of-way permits so that **SAWS** will have ample time to obtain the permits. The **SAWS** Project Manager shall provide the right-of-way permits identified by the **VENDOR** upon ten (10) days advance notice by the **VENDOR** of the requirement of the permits. **SAWS** will pay only for the first right-of-way permit for each permit area that is within the project location. If a permit extension is required, the **VENDOR** must notify **SAWS** a minimum of 10 calendar days prior to the expiration date of the permit. If the permit expires and needs to be reapplied for or renewed due to the **VENDOR**'s failure to notify **SAWS** in a timely manner of the pending permit expiration date, the **VENDOR** will be required to reimburse **SAWS** for the cost of the permit. In addition, the **VENDOR** is responsible to reimburse **SAWS** for all permit fines or fees that are associated with improper traffic control, barricades, safety issues, or violations issued by the agency under the approved permit. **SAWS** retains the right to suspend payment and work until all permit fines and/or expired permit fees are reimbursed to **SAWS**.

The **VENDOR** is solely responsible for obtaining all other necessary permits and inspections.

1000.2.9 Tree Preservation

The **VENDOR** shall conform to all requirements of the City of San Antonio Tree Preservation Ordinance, including making the proper notifications to the City Arborist and/or obtaining required permits if necessary.

1000.2.10 Existing Utilities

The **VENDOR** shall be held responsible for the protection of existing utilities as well as all damage which may occur as a result of operations. It shall be the **VENDOR**'s responsibility to determine the location of existing utilities. The **VENDOR** shall pay the cost of temporarily relocating utilities for the convenience of the **VENDOR**. In areas where existing utilities are within and adjacent to the established limits of work and could be damaged as a result of the **VENDOR**'s operations, the **VENDOR** shall take all necessary precautions to protect such utilities from damage. Further, should damage to other utilities occur, the **VENDOR** shall be fully responsible and shall pay for the repair of any such damage without additional cost to **SAWS** or the affected utility owner.

Where overhead power lines are in close proximity to the work, the **VENDOR** shall comply with the requirements established by Vernon's Texas Civil Statutes Articles 1463c.

1000.2.11 Communication

The **VENDOR** shall have the ability to communicate with **SAWS** at all times. The Superintendent shall have a cellular telephone at which he/she can be reached at any time. In the unforeseen event that the Superintendent is unavailable, **VENDOR** shall provide **SAWS** with an emergency telephone number for evenings, weekends, and holidays by the first working day of the project. The telephone number must be a commercial answering service. The answering service must be able to contact the **VENDOR**, and the **VENDOR** must respond back to **SAWS** immediately after the initial contact.

1000.2.12 Incident Complaint Log

The **VENDOR** shall maintain a log of incidents and customer complaints. Incidents include any event that disrupts productivity, damages infrastructure, or that would cause a negative public perception of **SAWS**. Examples of incidents include excavation to remove lodged equipment from the main, a sewer spill, a "stop work" order issued by a City right-of-way inspector, citizen complaint, accident, injury, etc. Relay any incidents or customer complaints to the **SAWS** Project Manager and Inspector immediately, or as soon as practicable, upon occurrence. The log shall include date and time of call or incident, nature of complaint and resolution if any. The log shall be made available to **SAWS** upon request.

1000.2.13 Safety and Health Program

The vendor shall conform to the **SAWS** Health and Safety Program which can be obtained from the **SAWS** web page at <http://www.saws.org/business%5Fcenter/specs/constspecs/> under Item 902.

The **VENDOR**'s project-specific Safety and Health Program plan shall be prepared, submitted to **SAWS** prior to the Pre-Work Conference and approved prior to the issuance of a notice to proceed.

The **VENDOR** shall post all documentation as required by OSHA and **SAWS** and require all on-site employees and sub-**VENDOR**s to read, sign and follow the Health and Safety Plan. A signed copy of the Health and Safety Plan shall be kept on the work site at all times.

The Site Superintendent shall have taken the OSHA 40-hour hazardous worker training course and appropriate annual refresher courses, as described in OSHA 29 CFR 1910.120. All **VENDOR** employees and sub-**VENDOR**s shall be properly trained in accordance with applicable standards and regulations.

All confined space entry procedures must conform to OSHA 29 CFR 1910.146 and **SAWS** procedures.

SAWS shall not be responsible for any hazardous materials uncovered or revealed at any site where work is being performed during this project. The **VENDOR** shall immediately notify the **SAWS** Project Representative of any suspected hazardous materials before or during the performance of work and shall take all necessary precautions to avoid further spread of the materials and contamination of the environment. The **VENDOR** shall continuously monitor and control harmful gases while working at each site.

Compensation for preparation of the Health and Safety Plan is considered subsidiary to the cost of cleaning and inspection of the pipelines. Additional compensation will not be allowed.

1000.2.14 Quality Control and Assurance Plan

The VENDOR shall prepare and submit a Quality Control and Assurance Plan that provides information regarding the policies and procedures that the VENDOR will follow to ensure that the work is conducted in a timely and professional manner, that the results of the VENDOR's operations will produce the desired effect and that the data collected will be of appropriate quality. The plan shall also provide information regarding the procedures put in place by the VENDOR to effectively negate any type of undesirable condition in the collection system that is typically encountered in a project of this nature and magnitude that would materially affect the quality and productivity of the work. Include in the plan procedures for taking pictures of the above ground pre-existing area of work to document the condition for the purpose of protecting the Vendor from any false claims that may arise due to damages to private or public property. The VENDOR shall submit the plan for approval prior to commencing work. Approval of the plan does not in anyway, relieve the VENDOR of any liability under this contract. Guidance on typical plans can be found at http://www.saws.org/business%5Fcenter/specs/constspecs/docs/Spec_Proc_903.pdf. Compensation for preparation of the Quality Control and Assurance Plan is considered subsidiary to the cost of cleaning and inspection of the pipelines. Additional compensation will not be allowed.

1000.3 Vendor Operations Requirements

1000.3.1 Mobilization

Except for mobilization associated with emergency work orders, mobilization on this project will not be measured and is to be inclusive to the project work. No separate payment shall be made. All costs in connection with mobilization shall be incidental to the work performed.

1000.3.2 Schedule of Operations

Except for emergency work, normal working hours are 7:00 a.m. to 5:00 p.m. daily, except for weekends and SAWS holidays. VENDOR shall carefully plan, in close coordination with SAWS prior to beginning any work, to fully develop procedures and standards for the work that will be performed. Employee safety, workmanship standards, notifications, tracking progress, submitting deliverables, and maintaining the integrity of SAWS and City operations with minimal disruption will be the key areas to be addressed prior to beginning work. The Vendor shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours.

Compensation for preparation and submission of work progress schedules is considered subsidiary to the cost of cleaning and inspection of the wastewater collection assets. Additional compensation will not be allowed.

1000.3.3 Sequencing of Non-Emergency Work

Scheduling for each individual work order will be determined by the VENDOR unless otherwise scheduled by SAWS. Scheduling of each work order will be discussed between SAWS and the VENDOR for concurrence prior to commencement of work. Generally, emergency work orders take precedence. Consequently, the VENDOR may be required to modify the schedule due to emergencies.

VENDOR shall schedule work to accommodate requirements of the City of San Antonio Right of Way department, particularly as it regards the work days and working hours near schools, churches, during special events, and any other requirement imposed by the City.

Compensation for planning the sequencing of work is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.4 Daily Notifications

Except for emergency work, the Vendor shall notify SAWS (project manager and inspector as a minimum) via e-mail by 7:00 A.M., each work day of the work locations for that day. The Vendor shall provide at least 72 hours advanced notice of

any scheduled work outside of normal working hours. In addition, the Vendor shall include a description of equipment being used in the daily notification. Notify the SAWS Project Representative 24 hours in advance of any internal inspection so that the SAWS Project Representative may observe inspection operations. The Vendor must notify SAWS if excessive debris removal is encountered in pipe sizes 30" or greater, or is anticipated to be encountered. The Vendor shall notify the City Right of Way inspector and/or any other jurisdictions as may be required. Repeated failure to properly notify SAWS and others of work locations may result in stoppage of work and a formal review by SAWS regarding contract compliance prior to allowing the resumption of work. Extension of the contract completion date will not be extended due to such work stoppage for SAWS review.

Compensation for daily notifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.5 Third Party Notifications

The VENDOR shall notify third parties (such as public and private utilities) of intent to perform work in an area where such parties may have rights to underground property or facilities, and shall request maps or other descriptive information as to the nature and location of such underground facilities or property, and shall offer assurance of the VENDOR's ability to enter upon any public or private lands to which access is required for performance of the work under the contract.

Notification shall be made to residences and businesses within a 300-foot radius of the VENDOR's operations. SAWS will provide the VENDOR with door hangers for this purpose. All procedures must be followed:

1. The VENDOR shall notify all residents and businesses no more than seven (7) calendar days in advance of work performed in the area and no less than 48-hours prior to actually beginning the work. The notice shall be in English and Spanish. The notice will inform the occupants of the purpose of the work, what might possibly occur, and telephone numbers to call in case of questions or problems. The VENDOR shall date stamp the notice indicating the day it was distributed.
2. The VENDOR shall document the distribution of all notices. Documentation at a minimum shall include maps showing areas notified, date, and name of person completing the notification. The VENDOR will provide this information to SAWS as requested.
3. If the work is unable to be completed and the VENDOR has to return to the site after moving away for more than seven (7) calendar days, the area must be re-notified prior to resuming work in that area.

Compensation for third party notifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.6 Emergency Work

SAWS may issue emergency work orders. Upon verbal issuance of an emergency work order from SAWS, the VENDOR shall mobilize and commence work at the designated work site within twenty four (24) hours of notification, unless specifically instructed by SAWS otherwise. SAWS will document the verbal issuance of the emergency work order with a written emergency work order to follow. It is imperative that the VENDOR respond in a timely manner when verbally notified by SAWS of the emergency work requirement. Failure to be mobilized and working at the emergency job site within 24 hours of notification shall be the basis for termination.

Mobilization for emergency work orders is a separate bid item in the Compensation Schedule and will be paid on a "per each emergency work order basis". Work initiated under normal non-emergency conditions will not be subject to this increase.

1000.3.7 Abatement and Remediation Plans and Notifications

In all situations, the VENDOR shall immediately notify SAWS in the event that unauthorized and untreated wastewater is discharged from the collection system.

In the event that evidence is discovered of an imminent restriction of flow (such as severely crushed pipe, voids, or missing pipe, or if pieces of pipe, fresh soil, or backfill are noted in the debris removed from the system) or other situation that would result in an overflow or public hazard, the VENDOR shall immediately contact SAWS. Work on that pipe may resume at the VENDOR's risk.

The Edwards Aquifer Recharge Zone (EARZ) includes sensitive geological aquifer recharge features. The Vendor shall be mindful of and report to SAWS immediately any geological features, particularly solution cavities, that may be a direct conduit to the aquifer. If anything of this sort is discovered, the Vendor shall cease work at that location until SAWS has investigated and re-authorizes work.

The VENDOR shall prepare and submit a detailed Sanitary Sewer Overflow Response Plan that describes, in detail, the measures that the VENDOR will activate in the case where unauthorized and untreated wastewater is discharged from the collection system as a result of the VENDOR's operations. The SAWS Project Manager shall approve the plan prior to issuance of Notice to Proceed. Approval of the plan does not, in any way, relieve the VENDOR of any liability under this contract. The plan should cover all project areas and should have facilities and contingencies to cover all potential sanitary sewer overflow abatement situations. The plan shall include the following components as a minimum:

- Emergency notification plan with names and phone numbers.
- Sewage containment procedures.
- Flow control and/or diversion.
- Removal of blockages, including blockages caused by lodged equipment.
- Sewage cleanup procedures.
- Name and phone number of local cleaning services and remediation company.
- List of equipment VENDOR will have staged in the vicinity to support immediate implementation of the plan.
- Acknowledgement of the importance of immediate response to any spills, particularly in the EARZ.

The VENDOR shall be liable for all costs of damages, direct and indirect, associated with sanitary sewer overflows that are caused, directly or indirectly, in whole or in part by its operations.

Compensation for drafting, submitting and executing remediation plans and notifications is considered subsidiary to the cost of cleaning and inspecting the pipelines. Additional compensation will not be allowed.

1000.3.8 Acquiring Water

As necessary for performance of work under the contract, the VENDOR may obtain fresh water from SAWS fire hydrants, and/or water from other suitable designated sources approved by SAWS. SAWS will provide water for cleaning at no cost to the VENDOR.

The VENDOR shall utilize appropriate SAWS approved backflow preventers and/or other devices to ensure that the public water supply is not contaminated. The VENDOR is responsible for obtaining suitable transient fire hydrant meter/backflow assemblies from SAWS Customer Service and for any cost associated with obtaining the meters. A refundable deposit will be required. For any work not directly associated with cleaning the mains, the vendor shall be responsible for obtaining a fire hydrant meter from SAWS Customer Service and establish an account to pay for actual water usage. Payment for these accounts are handled through normal SAWS customer account procedures. The VENDOR is responsible for any damage to any SAWS facility caused by misuse or misapplication of the meter.

In the case where an emergency response team (fire, hazardous materials, etc) requires use of a fire hydrant, the VENDOR shall immediately abandon the hydrant and make it available for the emergency response teams.

The VENDOR has the option to use recycled water for cleaning operations. If the VENDOR chooses to use recycled water, contact Ross Harris at (210) 233-3937 or (210) 860-8977 for details on the availability, metering, and authorization to use recycled water.

In addition to the directions provided by SAWS to submit water usage by e-mail or online, the VENDOR shall submit the project specific water use log each month on the required form as part of the deliverables that accompany the associated invoice. Distinguish on the form the amounts used for potable and recycled water, and distinguish the amounts used for each water meter. Forms are available from SAWS. Each log shall record the actual use of water during that period. Invoices will not be processed unless accompanied by a water use log. The forms include guidance on how to calculate the amount of water used. The VENDOR shall make every effort to conserve water used from SAWS sources.

Compensation for acquiring water and for tracking and reporting water usage is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.9 Traffic Control

During the course of cleaning and inspection of the wastewater collection system, it may become necessary to disrupt the normal flow of vehicular or pedestrian traffic in work areas. These disruptions should be minimized. The VENDOR shall arrange traffic control when the safety of work or the public requires such protection, in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices and standards for traffic control in work areas and as otherwise required by the City of San Antonio Right of Way Management Ordinance or other governing entities. In the case of a conflict between standards, the local codes will govern. The VENDOR is responsible for coordination of traffic control measures between local entities including, but not limited to, the City of San Antonio, Bexar County, TxDOT and SAWS.

The VENDOR shall identify the locations of areas where right-of-way permits will be required for work, particularly where the governing jurisdiction may require a traffic control plan. Should a detailed site specific plan for the work be required by a governing jurisdiction as a pre-requisite for obtaining a right-of-way permit, a certified traffic control plan shall be submitted including properly placed signs and barricades in relationship to the work and streets, and shall conform to the requirements of the Texas Manual on Uniform Traffic Control Devices. The plan must be sealed by a Registered Texas Professional Engineer if required by the governing authority. The detailed site specific plan shall be submitted to SAWS for review and approval.

Other traffic control requirements may be imposed by the governing jurisdiction at the time of work. Therefore, the VENDOR shall consider incidental costs in the bid and be flexible to such possible traffic control requirements, which include but are not limited to, the items noted below:

- A police officer may be required by the City of San Antonio or other local entity having jurisdiction over the right of way where work is being conducted.
- Only one lane can be closed at any given time.
- Streets must be open to full width at night, unless conducting cleaning or inspections at night.
- Work shall be completed between the hours of 8:00 A.M. and 4:00 P.M. unless otherwise instructed in writing by SAWS or permit.
- Residential streets can be closed one block at a time during daylight hours only and open to full width at the end of each workday.
- Two-way traffic must be maintained at all times. If two-way traffic cannot be maintained, then the VENDOR must use a flagman set-up to assist with traffic control.
- Should temporary pedestrian crossing be required, locations will be decided upon in the field by the SAWS Representative and governing jurisdiction representative.
- At no time shall VENDOR close two intersections at the same time.
- In case of an emergency street closure, the following procedures will be followed:
 - Weekday: 7:45 A.M. – 4:30 P.M. contact the City of San Antonio Traffic Engineer office for instructions or other governing jurisdiction.
 - After normal working hours and on weekends the VENDOR shall notify the Police and Fire Department immediately. The SAWS Inspector shall notify the City of San Antonio Traffic Engineer the next normal working day.
- Access to local residences, schools, and businesses must be maintained at all times. This may include, but is not limited to, the use of flagmen to control traffic at these access locations.
 - It is the VENDOR's responsibility to contact the Texas Department of Transportation when working on any of their right-of-ways once a permit is obtained and to follow any outlined requirements in subject obtained permit.
 - The VENDOR shall notify Union Pacific Railroad prior to doing work on their right-of-way. A flag man is required when working less than 25 feet to any railroad track.
 - Night work will be allowed as required for cleaning and inspection operations only if agreed and approved by SAWS and the governing right-of-way jurisdiction. The VENDOR shall provide at least 72 hours advance notice of any scheduled work outside of normal working hours.

A copy of the police officer's invoice(s) indicating the number of hours worked for each completed work order shall be attached to the VENDOR'S monthly invoice to SAWS. Payment will be made to the VENDOR for the police officer's services on a "per hour" basis with no markup at the unit price established in the Compensation Schedule. Payment will not be made to the VENDOR for hiring a police officer when such services are not required by any governing agency.

Compensation for the services of a police officer will be paid on a per hour basis. Compensation for preparing, submitting and complying with traffic control plans will be paid on a per each basis only if the governing right of way jurisdiction

requires the plan to be sealed by a Registered Texas Professional Engineer; otherwise, additional compensation will not be allowed for traffic control plans.

1000.3.10 Access

It is anticipated that the **VENDOR** will be able to locate and access all of the sewer manholes and structures, although the **VENDOR** may find some to be paved over or otherwise covered. The **VENDOR** is responsible for removing any material necessary to expose manholes and structures in order to gain access. All field crews shall be equipped with a magnetic locator. If the manhole or structure is not located after an exhaustive effort is demonstrated by the **VENDOR**, the **VENDOR** shall deploy an electronic locating device with television inspection capabilities in the main via an existing adjacent manhole to verify and locate the manhole as deemed necessary by **SAWS**. The **Vendor** shall be able to pinpoint the location of the manhole as necessary by marking its precise location on the surface and provide **SAWS** a photo of the marked location with the distance and adjacent manhole number annotated on the photo. If mechanized equipment is necessary for uncovering and exposing manholes or for restoring street surfaces subsequent to such uncovering and exposing of manholes, the **Vendor** shall request **SAWS** assistance at least five (5) days in advance of the needed work. If locating the manhole by television inspection and/or with an electronic locating device, such work will be incidental to television inspection of the main. No additional payment will be made for locating manholes. If a private property owner has built any improvement on top of a manhole or structure that restricts access, do not damage the improvement, but rather notify **SAWS** immediately. **SAWS** may, at its discretion, abandon the inspection of the line due to the private improvement if no other alternate means of inspection are available.

VENDOR shall consider the use of smaller equipment if limited space precludes the use of the larger vacuum truck and televising van.

The **VENDOR** shall obtain written permission for access to private property where easements are inadequate. **SAWS** will assist the **VENDOR** in obtaining any temporary right of entry permits where feasible, only after the **VENDOR** has put forth a diligent effort. This shall not relieve the **VENDOR** of any responsibility for obtaining required permits, approvals, etc.

In areas where brush and other vegetation make access to the sewer mains designated for cleaning and inspection less than desirable and/or the route to the sewer access point(s) is not via a recorded easement, the **VENDOR** shall provide his own access to all sewer access points for the purpose of cleaning and inspection after contacting the proper owner if necessary. In such case the **VENDOR** shall work with the Property Owner to find alternative methods of access and obtain a signed agreement that outlines the method. Provisions of all agreements for replacement of removed or damaged private property relative to the alternate access method shall be at the responsibility of the **VENDOR**. The **VENDOR** shall respect all private and public property owners' rights. Any fence removal and replacement, clearing, mowing, trimming, spraying of cuts, and/or protection of trees, bushes, grass, plants, etc. for the ingress and egress by the **VENDOR** to a designated project point or site will be at the **VENDOR**'s own expense.

Immediately after completion of the work at each location, the **VENDOR** shall remove all equipment, and manage or restore all vegetation in conformity with all applicable regulations and ordinances. Fix any ruts caused by the trucks. When feasible, and without additional cost to **SAWS**, the **VENDOR** is encouraged to facilitate the use of, rather than the disposal of, the vegetative material which results from clearing activities. Such facilitation may be in the form of directing material to composting operations rather than to disposal facilities.

The **VENDOR** shall be responsible for providing **SAWS** a list of brush management facilities to be used by **VENDOR** in the performance of the work. These facilities shall be strategically located in the **SAWS** service area so that travel time and distance to and from the easement site will be kept to a minimum. The **VENDOR** shall secure **SAWS**' approval of such facilities prior to receipt by those facilities of brush and any other vegetation. Any facility used to dispose of vegetative material shall be properly permitted and zoned to receive such material. Documentation of that fact shall be provided to **SAWS** prior to the use of any such type facility. Any modifications or additions to the list will be submitted in writing to **SAWS** for approval. The **VENDOR** shall also comply with any applicable City of San Antonio and/or Bexar County regulations and guidelines regarding the clearing of vegetation and disposal thereof.

All customer refusals to allow access, vegetation clearing, or any other work required by this contract, shall be referred to the **SAWS** Project Manager as soon as practicable, and documented in writing within 48 hours for **SAWS** action and follow-up.

Upon completion of work at each manhole, reinstate manhole inserts and bolt down manhole covers where bolted covers were found to exist. If threads on the manholes need to be cleaned out for the proper fastening of the bolts then the VENDOR shall do so with a die tap threader at no additional cost in order to torque the bolt and properly seat the manhole covers. Any additional bolts and gaskets needed to replace missing bolts will be provided by SAWS.

After each occasion a gate is used for access, ensure the gate is immediately closed.

Compliance with the access requirements of these specifications is considered subsidiary to the cost of cleaning and inspection of the pipelines. Additional compensation will not be allowed.

1000.3.11 Removal of Protruding Service Connections (Laterals)

Protruding service connections or laterals prevent the proper flow, cleaning and inspection of the sewer main and may cause pipe blockages. The removal of these protruding laterals can correct this problem. Removal of any protruding lateral must be approved by SAWS and shall be completed by a remote cutting device without excavation.

The removal of a protruding lateral service shall be performed with hydraulically propelled high-velocity saw mechanical powered cutter specifically designed for this purpose, no root cutters, chain knockers etc. will be allowed. A Diamond Cutter is preferred for cutting and removing concrete, clay, tile, cast iron, and polyethylene lateral service that impair normal sewage flow.

The work shall consist of furnishing all labor, materials, flow diversion, video inspection, equipment, and supervision, and performing all work necessary to mechanically remove protruding lateral service connection by remote access through existing manholes. It is expected that any protruding service that has a protrusion of greater than 2" be removed as directed and the existing host pipe be in a structurally sound state for the prevention of any further damage to the sewer infrastructure.

Compensation for work to remove lateral protrusions will be paid on a per each basis. The work to remove protruding laterals shall include the following work tasks when required at the discretion of the SAWS Project Representative, and no separate payment will be made for these tasks:

- a. Pre cut TV inspection
- b. Live TV inspection during the removal of the protruding service connection
- c. Removal and disposal of pipe from the cutting process
- d. Post TV inspection of the work performed
- e. PACP export database associated with the televising work

1000.3.12 Cleaning of Wastewater Collection System Assets

Light cleaning is defined as the use of high velocity or hydraulically propelled equipment and the associated ancillary equipment making three (3) or fewer passes in the sewer main being cleaned. Heavy cleaning is defined as the use of power driven (hand winch, electric or gas motor) mechanical cleaning equipment or the use of high velocity or hydraulically propelled equipment and the associated ancillary equipment making four (4) or more passes of the sewer line. An excessive number (more than seven or as determined in the field by SAWS) of passes using high velocity or hydraulically propelled equipment and the associated ancillary equipment will not be allowed.

SAWS makes no guarantee whatsoever that the sanitary sewer pipelines designated for cleaning is clear for the passage of the cleaning equipment. The VENDOR shall select the appropriate equipment, tools and methods for securing safe passage of the cleaning equipment.

Pre-inspection of a pipeline to confirm or document existing conditions in a particular pipeline shall be conducted at the VENDOR's sole expense; no separate payment will be allowed.

The VENDOR shall clean sediment, sludge, roots, grease, and other debris from line segments designated for cleaning. The VENDOR shall remove such materials from the collection system at the downstream manhole of the line segment being cleaned. Washing debris downstream from one line segment to another will not be allowed. The VENDOR shall provide a mechanism to prevent debris from moving downstream from the line segment being cleaned. In the case where

hydraulic or high velocity cleaning equipment is used, the VENDOR shall construct a weir or dam in the downstream manhole to trap and collect solids for removal or demonstrate that the vacuum removal of debris is sufficient. The VENDOR shall remove all materials resulting from the cleaning operations from the site on a daily basis and dispose of the materials at an approved disposal site at the VENDOR's expense. The VENDOR shall decant liquid material back into the collection system. The VENDOR shall obtain, complete, and maintain all state and local permits, documentation, and waste manifests required to transport and dispose of solid and semi-solid waste materials for the duration of the project. The VENDOR shall make every reasonable effort to protect sewer pipes, minor vault structures, and manholes from damage resulting from cleaning operations. Any damage caused by the VENDOR's operations shall be repaired or replaced by SAWS at the VENDOR's expense. SAWS will invoice the VENDOR for all associated work that is required.

The VENDOR shall remove obstructions in the sewer line that prevent complete cleaning and/or inspection of the line segment as required and approved by the SAWS Project Representative using non-intrusive methods, such as robotic cutters, root saws, mandrels, milling machines, porcupines, or other similar devices. Examples of obstructions typically encountered in sanitary sewers include hardened debris and sediment, concrete, roots, etc. The VENDOR shall exercise caution when removing obstructions so that the existing pipeline is not damaged. No additional compensation will be allowed for obstruction removal when using non-intrusive obstruction removal methods.

In the situation where a reverse cleaning setup is desirable, the VENDOR shall perform the setup after notifying the SAWS inspector. Examples of causes for reverse setups include, but are not limited to, crushed pipe, lodged obstructions, and severe vertical and horizontal bends. The performance of a reverse setup is considered subsidiary to the sewer cleaning operation with no additional compensation allowed.

Roots shall be removed where root intrusion is observed and shall be considered part of sewer cleaning procedures, with no additional compensation allowed. A list of lines requiring root removal shall be provided to the SAWS Project Manager so that they may be added to SAWS' on-going maintenance list and documented in Hansen. Special attention should be given during the cleaning operations to ensure complete removal of roots from the joints and to prevent damage to the pipe. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical means of root control or removal shall not be used on this project. The VENDOR may conduct internal inspections during the root removal process; however, this supplemental internal inspection is considered subsidiary to the sewer cleaning operation with no additional compensation allowed. Root masses that remain in a pipe segment after cleaning and root removal will be grounds for rejection of the cleaning operation for the pipe segment.

Grease deposits shall be removed in sewer segments where grease is identified in the line segment and shall be considered part of standard sewer cleaning procedures. The VENDOR shall provide a list of lines requiring grease removal to the SAWS Project Representative so that they may be added to the SAWS' on-going maintenance list and documented in Hansen. Special attention should be given during the cleaning operations to ensure the complete removal of grease from the top of the pipe and to prevent damage to the pipe. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using porcupines, equipment such as high-velocity jet cleaners, and hot water. Chemical means of grease removal using an EPA approved chemical degreaser shall not be used on this project without prior authorization from the SAWS Project Manager. Internal inspection during grease removal will be allowed by the VENDOR; however, it is considered subsidiary to the sewer cleaning operation with no additional compensation allowed. Grease deposits that remain in a pipe segment after cleaning will be grounds for rejection of the cleaning operation for the pipe segment.

Manholes and minor vault structures at each end of the line segment being cleaned shall also be cleaned and any accumulated debris removed. This includes newly discovered manholes and structures that were previously unmapped. The upstream manhole or vault shall be cleaned prior to cleaning the line segment. Manhole and/or minor vault structure walls shall be washed using a high-pressure water jet capable of pressures up to 1500 psi. Debris from the minor vault structure or manhole shall be vacuumed and disposed of in the same manner as the debris from the cleaning of the adjacent sanitary sewer lines. Minor vault structure and manhole cleaning are considered incidental to the sewer line cleaning work with no additional compensation allowed.

The VENDOR is responsible for removal of any equipment that becomes lodged in the pipeline. If any equipment becomes lodged in the pipeline, the VENDOR shall be responsible for the removal of equipment using non-intrusive methods. The VENDOR shall not utilize any intrusive methods other than via existing manholes or structures. In situations where it will be required to open the pipe for intrusive removal of equipment, the VENDOR shall contact SAWS immediately so that SAWS can coordinate the removal of equipment for the VENDOR. SAWS will charge the VENDOR

for such work, including material, equipment, labor and overhead for repairs to pipelines, manholes, appurtenances, and surface restoration. Any incidents of intrusive removal of lodged equipment shall be logged in the incident log.

The Vendor shall not, under any circumstances, allow sewage or solids removed in the cleaning process to be released onto streets or into ditches, catch basins, cleanouts, storm drains, or sanitary or storm sewer manholes, or waterways. The Vendor shall maintain a clean work and surrounding premises within the work limits.

If, during the cleaning operations, the Vendor or the SAWS Project Representative observes atypical materials, such as abnormal debris, in the materials being removed from the collection system, the cleaning operation shall be halted and the line shall be inspected to determine the source of the atypical materials. If such inspection reveals atypical materials in the main requiring continuing cleaning for their removal, then the inspection conducted under these conditions shall be considered as pre-inspection of a pipeline, with no additional compensation being allowed. If such inspection reveals a collapse pipe with possible missing pipe walls which will worsen on further cleaning efforts, then such inspection shall be considered for payment.

In the case where the Vendor first cleans the line segment using methods and equipment designated by these specifications as light cleaning is shown to be ineffective and methods and equipment designated as heavy cleaning are warranted, the Vendor shall only be allowed to claim compensation for one type of cleaning (i.e. light or heavy) for a particular line segment. Light cleaning will be attempted first where deemed appropriate by the SAWS Project Representative before resorting to heavy or mechanical cleaning equipment.

Acceptance of the sewer line cleaning will be based on review of the inspection video submitted with the associated invoice. If a review of the subsequent line inspection data reveals that the line segment was not cleaned in accordance with these specifications, the cleaning operation for that line segment shall be rejected and the line segment will be re-cleaned and re-inspected at the VENDOR's expense. Acceptance of a line segment cleaning operation based on line inspection data will be subject to the criteria outlined in Table 1 or at the discretion of the SAWS Inspector or Project Manager.

Table 1	
Pipe Diameter (inches)	Maximum Debris or Solids Remaining After Cleaning Operations (inches)
Less than 18 inches	0.5 inches
18 inches - 30 inches	1 inch
33 inches - 54 inches	2 inches
60 inches and larger	3 inches

Deposition of material in a cleaned sewer prior to inspection is the responsibility of the VENDOR, regardless of the cause of the deposition. Any work associated with re-cleaning and re-inspection efforts will be conducted without additional cost to SAWS.

The cleaning of a line segment will not be considered complete until the quality of the recorded video images and/or sonar data has been approved by the SAWS Project Manager and the electronic data has been submitted in the proper format. Compensation for sewer line cleaning and siphon cleaning shall be on a linear foot basis for the successful cleaning of line segments. The bid proposal has separated the pay items for cleaning into groups based on pipe diameter and light or heavy duty. Either light or heavy cleaning will be considered for payment. No sewer line segment shall be eligible for both light and heavy cleaning.

If excessive debris removal is required on pipe diameters of 30-inches or greater, SAWS will calculate when excessive debris removed is eligible for separate payment. Excessive debris removal will be paid separately in accordance with the corresponding bid item, in addition to payment for heavy cleaning. Decanting of all equipment must take place prior to measuring the weight of debris at the scale.

SAWS makes no distinction regarding depth of cover of the line segment. The bid proposal has separate pay items for cleaning based on pipe diameter of gravity mains and siphons. SAWS makes no distinction regarding the method actually used to clean a pipe segment or the depth of cover of the line segment.

1000.3.13 Disposal of Solid and Semi-Solid Material

The VENDOR shall dispose of all material removed from the wastewater collection system at a properly licensed landfill or other approved facility. The VENDOR shall be responsible for determining an appropriate disposal facility; negotiating with

that facility for receipt of the debris and sludge collected during the cleaning operations. If requested, SAWS will require documentation of the agreement between the VENDOR and the disposal facility prior to beginning cleaning operations. The agreement between the VENDOR and the disposal facility shall include verbiage regarding disposal of solids and semi-solid materials after normal working hours. The VENDOR shall provide copies of the waste manifests to the SAWS Project Manager or Inspector upon request.

The VENDOR shall track the weight of materials removed from pipe sections within the collection system and provide that information with the invoices.

The VENDOR shall not stockpile any removed materials on the site. The VENDOR shall decant liquids collected during the cleaning and inspection processes back into the wastewater collection system. The VENDOR shall not pass grease or solids into the wastewater collection system during the decanting process.

Compensation for transportation, disposal, and documentation of waste material resulting from the cleaning and inspection operations is considered subsidiary to the cost of cleaning and inspection of the pipelines. Additional compensation will not be allowed.

1000.3.14 Flow Control: Line Plugging, Flow Diversion, and Dewatering

When flow in a sewer line is plugged, blocked, and/or diverted to another collection system for the reduction of the water level within the sewer main, sufficient precautions, as determined by the VENDOR, must be taken to protect the sewer lines from damage that might result from sewer surcharging. Under no circumstances will overflows be permitted by the VENDOR. Further precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The VENDOR shall be solely liable for damages due to backups, overflows or system diversions that result from the VENDOR's work activities related to this project.

Complete plugging or blocking of any sewer line will not be allowed without prior notification of the SAWS Inspector. The VENDOR will be required to provide a map that illustrates where the plug will be placed and where the flows are to be transferred. A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be immediately released during cleaning or inspection operations. After the work has been completed, flow shall be restored to normal pre-inspection conditions.

Line plugging or blocking shall be considered incidental to sewer line cleaning and inspection activities, with no additional compensation allowed.

The process of dewatering pipelines includes plugging of the sewer line and running a nozzle slowly from the plug at the upstream end of the line in order to pull water downstream. A vacuum may be required to dewater the line to within the limits specified herein. The downstream manhole may also have to be plugged to prevent backflow. After the work has been completed, flow shall be restored to normal pre-inspection conditions. Dewatering of the sewer flow in gravity mains requires prior notification of the SAWS Inspector.

Dewatering shall be considered incidental to sewer line cleaning and inspection activities, with no additional compensation allowed.

1000.3.15 Internal Television Inspection of Sewer Mains

SAWS makes no guarantee whatsoever that the sanitary sewer designated for television inspection after cleaning is clear for the passage of the camera set-up.

Perform a television inspection on designated sanitary sewer mains. Immediately after cleaning, the VENDOR shall inspect the sanitary sewer line to document the condition of the line and to locate existing service connections. Television inspection shall be recorded one main segment (between upstream manhole or structure and downstream manhole or structure) at a time.

The flow in the main segment being televised shall be controlled to the point where observation of the top two-thirds of the pipe segment is not obscured by flow. If during the television inspection of a main segment, the wastewater flow depth exceeds one-third of the pipe diameter, the VENDOR shall reduce the flow depth to an acceptable level by performing the television inspection during minimum flow hours, by pulling a camera with swab, high-velocity jet nozzle or other

acceptable dewatering device, or by line plugging and diverting flows. If, after exhausting all other reasonable means of reducing the level of the wastewater flow and the flows cannot be reduced, the VENDOR shall notify the SAWS Project Manager. In rare situations, the SAWS Project Manager may grant televising of the main with half flow of the pipe diameter or greater.

Accurate footage of the exact distance of the camera from the starting manhole shall be displayed on the monitor and on the recorded images. At a minimum, video recordings shall also display the upstream and downstream manhole numbers and the date of the inspection. Measurements of each main segment shall be made from center of manhole or structure opening to center of manhole or structure opening. The entire length of any one main segment shall be recorded on one file, and not split between two files. Do not leave gaps in the recording image of a segment between manholes and do not show a single segment on more than one file, unless specifically allowed by the SAWS Project Manager.

Audio narration for each observation shall be recorded on the file. All audio data shall be clearly spoken in English and intelligible.

Recorded images shall pan beginning and ending manholes to show that all debris has been removed. The VENDOR shall not pull or propel the camera through the line at a speed greater than 30 feet per minute. The camera operator shall slowly pan each service connection, structural defect, clamped joint and pipe material transition from one material to another.

If during TV inspection a manhole is encountered that is not shown on the maps or tabular segment listings, the distance meter shall be reset to zero and the on screen display shall be edited to reflect the new segment number. No later than the day following the unmapped manhole discovery, the VENDOR must submit a map correction to SAWS illustrating the location of the unmapped manhole including the distance to the nearest existing mapped manhole, in order to obtain a new manhole identification number. In response, SAWS will provide the VENDOR a new manhole number for inclusion in the VENDOR's inspection report for modification.

If, during television inspection of a main segment, the camera is unable to pass an obstruction even though flow is unobstructed, the VENDOR shall televise the manhole section from the other direction (reverse setup) in order to obtain a complete recording of the line. Examples of causes for reverse setups include, but are not limited to, crushed pipe, lodged obstructions, or severe vertical and horizontal bends. No compensation will be allowed for reverse setups.

When the camera is being pulled from the other direction in order to survey on either side of an obstruction, and a second obstruction or repair location is encountered away from the first obstruction, notify the SAWS Project Inspector and request a review of the recorded image. If remote obstruction removal by the VENDOR is unsuccessful, SAWS may elect to make one or both point repairs or abandon the inspection of the line segment. If two point repairs are completed by SAWS, the VENDOR shall re-inspect the pipe segment, beginning where the first obstruction was encountered and ending where the second obstruction was encountered. No claims for delays will be allowed. If SAWS elects to make a point repair, the Vendor shall deploy an electronic locating device with television inspection capabilities in the main thru an existing manhole, clean out or opening to verify and locate the defects as deemed necessary by SAWS. The Vendor shall be able to pinpoint any defect as necessary by marking its precise location on the surface of the ground. If locating the defect by television inspection and/or with an electronic locating device, then such payment will be paid thru the televising pay item at no additional cost.

The VENDOR is responsible for removal of any equipment that becomes lodged in the pipeline. If any equipment becomes lodged in the pipeline, the VENDOR shall be responsible for the removal of equipment using non-intrusive methods. The VENDOR will not utilize any intrusive methods other than via existing manholes or structures. In situations where it will be required to open the pipe for intrusive removal of equipment, the VENDOR shall contact SAWS immediately so that SAWS can coordinate the removal of equipment for the VENDOR. SAWS will charge the VENDOR for such work, including material, equipment, labor and overhead for repairs to pipelines, manholes, appurtenances, and surface restoration. Any incidents of intrusive removal of lodged equipment shall be logged in the incident log.

The inspection of a line segment will not be considered complete until the quality of the recorded video images and audio sound quality has been approved by the SAWS Project Manager and the electronic data has been submitted in the proper format. The recorded images shall be clear and visible, without any distortion, in order to evaluate the condition of the pipeline, to locate lateral connections, and to confirm the results of the cleaning operations. If the quality of the recorded image is not sufficient, the VENDOR shall re-record the images and resubmit the recordings and reports at no additional cost to SAWS. Camera distortion, inadequate lighting, dirty or submerged camera lens, camera speeds greater than specified

in the contract, audio problems, missing or incorrect manhole numbers displayed, and blurred or hazy images are examples of conditions that will be cause for a submittal to be rejected.

Compensation for sewer line TV inspection shall be on a linear foot basis for the actual footage of successful inspection of line segments. The bid proposal has separate pay items for internal inspection based on pipe diameter of gravity mains. SAWS makes no distinction regarding the method actually used to inspect a pipe segment or the depth of cover of the line segment.

1000.3.16 Inspection of Manholes and Structures

Inspection of manholes and structures shall be conducted by the **VENDOR** to identify defects that are potential locations for infiltration and/or exfiltration, and to verify sewer line connections and routing. This includes newly discovered manholes and structures that were previously unmapped. Utilizing industry standard OSHA safety procedures and appropriate traffic control, all subsurface manhole and structure components shall be inspected as assigned. Prior to inspection, all manholes shall be pressured washed and cleaned out. Each manhole and structure may be visually inspected by physical manned entry into the manhole or structure, or with the use of an inspection camera. In the event the manhole or structure cannot feasibly or safely be entered due to presence of dangerous gases or other conditions, a topside inspection will be performed and the TV camera shall pan and tilt to inspect the bottom of the manhole or structure during TV inspection. All subsurface manhole and structure components including the frame, seal, walls, bench and trough shall be inspected. Potential maintenance problems shall also be recorded along with recommendations to repair the problems. The manhole or structure rim-to-invert dimension shall be verified and recorded for all connecting lines. Depth and velocity shall be estimated at each line segment to identify any possible restrictions in the lines. Any evidence of major infiltration or exfiltration, or any defects identified as an emergency, shall be immediately (i.e. within one (1) hour) reported to SAWS. Identified defects shall be photographed and recorded onto the **VENDOR'S** standard field forms. All data shall be reviewed in the office for quality control prior to being entered into the data management system. The recorded data includes the following:

- Location and asset identification number
- Manhole and structure dimensions and measurements
- Cover manufacturer, type, fit, distance above or below grade, condition
- Frame adjustment, type and condition of seal
- Corbel construction and condition
- Wall construction and condition
- Bench/trough construction, condition, deposition
- Pipe seal condition
- Step and rung condition
- Inside diameter, pipe material and direction of flow for all incoming and outgoing pipe segments (where entry possible)
- Surcharging or evidence of surcharging
- Obvious repairs needed
- Potential maintenance problems
- Existence of manhole inserts
- Missing/needed bolts or gaskets for sealing the manhole cover
- Digital picture of manhole interior and any defects in .jpg format
- Entry of data into the Hanson data management system

Upon completion of work at each manhole, reinstate manhole inserts and bolt down manhole covers where bolted covers were found to exist. If threads on the manholes need to be cleaned out for the proper fastening of the bolts then the **VENDOR** shall do so with a die tap threader at no additional cost in order to torque the bolt and properly seat the manhole covers. Any additional bolts and gaskets needed to replace missing bolts will be provided by SAWS.

1000.3.17 Sonar Inspection of Gravity Mains and Siphons

The use of sonar inspection equipment may be utilized to obtain condition data for designated pipelines and siphons that are surcharged with water. At a minimum, each 360 degree scan of the sonar head shall be made at every 0.5 feet of pipeline traversed.

The internal images of the pipelines shall be recorded. The sonar inspection shall be recorded one section at a time.

The sonar inspection equipment shall have an accurate footage counter, which displays on the monitor and recorded images, the exact distance for the sonar head from the starting manhole. Distance measurements shall be made from center of manhole to center of manhole. The entire length of any one sewer segment shall be recorded on one file and/or file, and not split between two files. The inspection of a line segment will not be considered complete until the SAWS Project Representative has approved the quality of the recorded images and the electronic data has been submitted in the proper format. Sonar inspection recordings shall be continuous for pipe segments between manholes. Do not leave gaps in the recording image of a segment between manholes and do not show a single segment on more than one file, unless specifically allowed by the SAWS Project Representative.

After cleaning and if required, the Vendor shall inspect the sanitary sewer line to document the condition of the line and to locate existing service connections. Notify the SAWS Project Representative 24 hours in advance of any internal inspection so that the SAWS Project Representative may observe inspection operations.

The sonar operator in conjunction with the sonar software shall inspect the sewer line by observing a two-dimensional profile of the shape of the interior pipe under inspection for possible erosion of the pipe, size of pipe, offsets, debris levels, blockages, grease levels, obstructions, and pipe deformities while displaying the footage counter and inclinometer data.

If during the sonar inspection of a manhole section, the sonar head is unable to pass an obstruction even though flow is unobstructed, the Vendor shall notify the SAWS Project Representative and request a review of the recorded image. SAWS may elect to make the required point repairs or abandon the inspection of the line segment. If a point repair(s) is completed by SAWS, the Vendor shall re-inspect the pipe segment, beginning where the first obstruction was encountered and ending at the downstream manhole of the segment.

SAWS makes no guarantee that the sanitary sewer designated for sonar inspection after cleaning is clear for the passage of the sonar set-up. Select the appropriate equipment, tools and methods for securing safe passage of the sonar. The Vendor is responsible for removal of any equipment that becomes lodged in the pipeline.

For the purpose of payment, sonar work is distinguished between gravity mains inspection and siphon inspection. Compensation for sewer main and siphon inspection shall be on a linear foot basis for the actual footage of successful inspection of main or siphon segments. SAWS makes no distinction regarding the pipe diameters or method actually used to inspect a pipe segment or the depth of cover of the line segment. No additional compensation will be allowed for flow control.

1000.3.18 Internal Simultaneous CCTV, Sonar, and Laser Inspection of Sewer Mains

Laser inspection shall be performed according to the Laser System manufacturer's recommendation as it pertains to survey rate in inches per second. Laser inspection shall be conducted simultaneously with CCTV and sonar technologies described herein.

If an obstruction is encountered that prevents completion of the segment from the upstream manhole, the survey shall be restarted at the downstream manhole and continued back towards the blockage or obstruction to ensure maximum data collection of the pipeline segment. Work required to perform a "reverse setup" will be considered incidental to the contract and no additional compensation will be allowed.

Compensation for simultaneous CCTV, sonar, and laser inspection of the sewer line shall be on a linear foot basis for the actual footage of successful inspection of line segments. The bid proposal has separate pay items for internal inspection based on pipe diameter of gravity mains. SAWS makes no distinction regarding the method actually used to inspect a pipe segment or the depth of cover of the line segment. No additional compensation will be allowed for flow control.

1000.3.19 Surcharging, Sewage Spills and Overflows

When the VENDOR causes a spill or overflow to occur, or when the VENDOR causes a surcharged condition that is anticipated to result in an overflow, or when a splash or backup occurs inside of a building, the VENDOR shall activate the Sanitary Sewer Overflow Response Plan. The VENDOR shall attempt to prevent the following, as a minimum:

- Splashes and sewage back-ups into buildings.
- Sewage overflows at manholes, cleanouts or any access point to the sewers.
- Sewage discharge anywhere outside of the sanitary sewer system or outside of the approved debris disposal facility, particularly into streets, storm sewers or surface waters.

If during the cleaning or inspection operation, raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment due to the **VENDOR**'s work or activities, the **VENDOR** shall immediately recover and clean up the sewage and solids, and disinfect the area affected. All overflows shall immediately be reported to SAWS Emergency Operations Center (EOC) at (210) 233-2015, SAWS Project Manager, SAWS Inspector, and Jeff Brown (210) 233-3605 or (210) 621-3890 or his designated representative. Proper cleanups and remedial actions shall be taken to safely resolve the matter in the most expeditious manner. Where the sewage flow is blocked or plugged by the **VENDOR** while diverting flows, sufficient precautions must be taken to protect the sewer lines from damage and to prevent overflows. All overflows will be reported by SAWS within 24 hours by phone to TCEQ, by written report within 5 days, and monthly per normal reporting procedures.

Backups or splashes inside buildings that occur during cleaning or other operations require immediate remediation by the **VENDOR** using the services of a local company specializing in cleaning and disinfecting residences and businesses. The remediation company used by the **VENDOR** shall be reviewed prior to beginning work, and shall provide a protocol that will be implemented for various scenarios that may occur. The remediation company should be available 24 hours every day for those customers who may not be at home during the day and find their property has been damaged after hours. SAWS Emergency Operations Center (EOC) office shall be notified daily (210) 233-2015 of locations the **VENDOR** is working so that if calls come in after normal working hours, the customers are referred to the **VENDOR**. The **VENDOR** shall submit phone numbers of **VENDOR**'s Project Manager and/or on-site superintendent to SAWS for customer referrals. The **VENDOR** Project Manager and/or on-site superintendent shall be available 24 hours every day for customer referrals and shall act immediately to investigate customer complaints.

Upon discovery that a backup or splash has occurred inside a building, the **VENDOR** shall dry up the spill immediately and dispatch the cleaning service to professionally clean and disinfect the area. The cleaning service company shall be at the customer site within three hours of notification of backup or splash occurrence, or as otherwise scheduled by the customer. Documentation of the remediation services provided to customers shall be provided to the SAWS Project Manager upon initiation and at completion of the services, and shall be entered into the incident log. Should the customer refuse the remediation services, **VENDOR** shall provide a business card and contact name should the customer want to schedule remediation at a later date. Refusal of remediation services shall be documented in writing by the **VENDOR** and provided to the SAWS Project Manager.

The **VENDOR** shall consider the requirements in this specification section when drafting and submitting the Sanitary Sewer Overflow Response Plan.

Compensation for remediation of damages caused by sanitary sewer backups, along with any ancillary equipment or material costs is considered subsidiary to the cost of cleaning and inspection of the pipelines. Additional compensation will not be allowed.

The **VENDOR** is responsible for any fines, penalties or other costs or damages imposed upon SAWS by any agency or private party as a result of the spill or improper discharge by the **VENDOR**.

1000.3.20 Line Inspection Report

Each inspection record and recording shall be limited to a single sewer segment. Combining multiple sewer segment inspections in one recording shall not be permitted.

Create a digital line inspection report for every sewer asset inspected, even if partially inspected. All observations shall be indexed to the footage counter, documented, and coded using the most recent version of the National Association of Sanitary Sewer Companies (NASSCO) PACP guidelines and must be recorded on the PACP sewer report which includes the structural pipe rating index, O&M pipe rating index, and the overall pipe rating index for each section of pipe observed.

Sonar inspection data for all siphon lines or segments shall be recorded with digital and hard copy deliverables. The deliverables shall be of the sonar two-dimensional profile video in .mpg format along with a report interpreting the data recorded including but not limited to the pipe segment number, manhole and structure numbers, diameter of the pipe, defects outline, volume and/or level of debris, site location, profile of water and pipe level. Each scan shall be stored digitally in the system software. All observations shall be interpreted and recorded using the NASSCO PACP standard coding schema along with a simulated Nassco export database and video linking the two together.

Laser inspection data shall include an integrated overview of Corrosion and Buildup data revealed from laser scanning is to be presented in a color coded format as an unrolled illustration of the pipe condition above the springline (9:00 to 3:00 clocking angles inclusive) over the length of the inspection segment. Measured pipe ID that coincides with expected values must be coded green. Material loss (corrosion), as measured by increasing pipe ID, must be colored on a yellow/red color scale, with red indicating advanced corrosion. Material gain (buildup), as measured by decreasing pipe ID, must be on a blue color scale. To support identified radial localization of defects, individual ID measurements, as computed from the axis of the inspected pipe, must be presented in an illustrated corrosion/buildup graph form for the 9:00, 10:30, 12:00, 1:30 and 3:00 clocking angle positions over the length of the inspection segment. Precision high resolution laser scan views identifying ovality and eccentricity must be presented in a color coded format as an unrolled illustration of the pipe condition to include the entire pipe circumference as well as a cross-section view where precision scans are taken during the pipe inspection survey. The color coding is to be identical to the aforementioned requirements. Where the presence of fluids in the pipe necessitates interpolation and estimation calculations to fill gaps and complete the full circumference view, the method and calculations used to support these assumptions must be presented. Sonar or as-built data, if used for these calculations, must be identified in the report. Areas revealing deflection greater than 2% must be identified in the report. Combining multiple segments on one form or digital record is not permitted. A laser Final Report shall be submitted in hard color copy and digital format on an external hard drive. Data generated by the laser scans shall be processed by CONTRACTOR and delivered to the OWNER after completion of laser inspection for review. A line segment shall be considered complete for payment once the Laser inspection and report has been delivered to the SAWS, reviewed and accepted.

SAWS will provide to the VENDOR the NASSCO database structure and schema information into which the condition assessment and attributes for each sanitary sewer main can be exported. The header section of all inspection forms shall be populated with all mandatory and non-mandatory fields as outlined by NASSCO except for the year-renewed field and year-constructed field, as the VENDOR will not be expected to know this information unless it is provided by SAWS.

The VENDOR shall submit digital line inspection reports along with associated inspection data (tabular data, still images, video/audio file, etc.) with each invoice submittal, in a format consistent with the existing SAWS closed circuit television inspection systems and data management systems. As a minimum, line inspection reports and the video file shall display manhole numbers, footage, pipe size and pipe material at all times, in addition to the defect information and lateral connection information. All digital video files shall be in MPEG 1 format.

Compensation for preparation and management of all line inspection reports, videos, and data bases is considered subsidiary to the cost of inspection of the assets. Additional compensation will not be allowed.

1000.3.21 Global Positioning System (GPS) Mapping

The VENDOR shall collect x, y, and z coordinates on all surface located sanitary sewer structures and manholes using global positioning system equipment capable of defining the coordinates of an asset to within "sub-centimeter" accuracy. This includes newly discovered manholes and structures that were previously unmapped. Coordinates collected by the VENDOR shall be identified by the SAWS manhole and structure numbers for linking to SAWS GIS. All horizontal (x and y) coordinates shall be provided in State Plane South Central Texas Zone, NAD 83 and all vertical (z) coordinates shall be in NAVD 88. The collection of these data points shall be in conformance with established industry practices for quality and accuracy. These mapping coordinates will not require the seal of a Registered Professional Land Surveyor.

Prior to each day's mapping activities, the VENDOR shall collect GPS data for at least one TxDOT standard benchmark/monument. At the conclusion of each day's activities, the VENDOR shall collect GPS data for at least one (1) benchmark/monument. This data shall be used during the data post-processing task. The VENDOR shall locate in the field all sanitary sewer manholes and structures listed in the scope of this contract. The VENDOR shall notify SAWS, via submission of a map correction, of any unmapped manholes discovered in the designated mains and collect coordinates for those manholes.

A graphic overlay performed by SAWS of the data collected will be compared electronically to SAWS' current ArcGIS sewer map. Errors in GPS data collection will result in the feature points not corresponding (within appropriate tolerances) to the appropriate ArcGIS point. A second GPS reading will be taken for all points that appear to be in error and the process repeated. No additional compensation will be allowed for retaking of the coordinate points.

Compensation for global positioning system mapping of existing structures and manholes shall be on a "per each" basis for the successful collection of x, y, and z coordinates.

1000.3.22 Map Corrections

Prepare and submit map corrections when as-built conditions in the field differ from existing SAWS maps provided to the VENDOR.

Situations that require submissions of map corrections include the following:

- a. Discovered manholes not shown on the provided maps.
- b. Manholes that are shown on the provided maps but not in existence.
- c. Abandoned or non-existent mains.

Map corrections shall be submitted via e-mail to SAWS Project Manager daily. Map corrections may be submitted as marked up copies of the existing map, or as a simple sketch that shows mains, adjacent manholes labeled with manhole numbers, streets labeled with street names, and distances of newly discovered manholes from adjacent mapped manholes.

Compensation for preparation and submission of map corrections is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.3.23 Data Management

As part of this contract the Vendor will be required to complete SAWS Hansen Work Order Management System for cleaning, televising and/or manhole inspections. SAWS will provide the Vendor training and permission for the daily input of data directly into SAWS Hansen Work Order Management System for cleaning, televising and manhole inspections. Input of data into SAWS Hansen Work Order Management System for all cleaning, televising and manhole inspections must take place no later than the following working day from the time of any inspection activities. Some information will be pre-populated on the Hansen inspection, such as the pipe and manhole attributes. The inspections will require information on each line segment or manhole. The information required on line segments will include, but not limited to, coding the amount of debris, roots and grease removed (light, medium, or heavy), start and ending dates, number of cleaning passes performed to clean a segment, if the cleaning was completed (i.e. yes or no), denotation of heavy cleaning, comments, and length of segment cleaned and/or televised. Such information will be used to track progress of the Vendor and as necessary backup data for invoicing.

Vendor will be provided one (1) laptop as a minimum and associated training for logging in, updating, researching and capturing inspection data. Replacement cost of \$2,500 per laptop will be charged to the Vendor if lost, stolen or damaged. SAWS will provide the Vendor the latest export of the Hansen data upon request. The Vendor shall use this data as a quality control check of data entry and as back up data for invoicing. The data can be used to produce a summary of work and/or illustrate the progress associated with any invoice or the project. The corresponding data or report shall be made available to the SAWS Project Representative upon request and shall be submitted with any invoice for verification of work. When invoicing, the Vendor and Inspector must agree upon the quantities in the invoice associated with the Hansen data and sign off on the report or invoice.

The VENDOR shall maintain a personal geodatabase provided by SAWS consisting of the attribute information for the mains that are in the scope of this project. The VENDOR shall add additional attribute fields to the personal geodatabase for the purpose of tracking work progress and for associating completed work and data to each individual main segment. The additional attribute fields shall include, but are not limited to:

- Actual linear footage and date cleaned
- Actual linear footage and date televised
- Actual linear footage and date inspected by sonar
- Actual linear footage and date inspected by laser
- PACP ratings
- x, y, and z GPS coordinates for upstream and downstream manholes and structures, and date obtained
- Invoice number associated with each pay item completed
- Comments (for example, cite the reason why a main was only partially cleaned or inspected, if a map correction was submitted, if access was a problem, if a reverse set up was made, etc.)
- Video file identification number and video clip file name.

Maintenance of the personal geodatabase includes the incorporation of map corrections received from the field. An updated ESRI shape file (*.shp) based upon the data in the personal geodatabase shall be e-mailed to SAWS Project Manager or

posted on the Vendor's ftp site on a monthly basis. The layers to be included in the shape file will be established during the pre-work meeting. The information in the personal geodatabase shall be consistent with the pay items in the invoices.

Data submittals of each individual approved invoice shall be consolidated to create a master file. The master file shall be submitted to SAWS at the conclusion of the project upon completion of all the work. The VENDOR shall provide all inspection data (tabular data, still images, video, NASSCO coded segments, etc. regardless of the source) in a digital format compatible with the existing SAWS closed circuit television inspection systems and data management systems. The Vendor shall be able to export the data out of their system and into SAWS system by providing SAWS with a NASSCO PACP export database in a 2002-2003 MS Access Database format along with all associated videos, pictures, etc. The VENDOR shall load the master file, which contains all the data from the entire project, on a hard drive in the proper format and submit it to SAWS so that SAWS may export the data into its enterprise data system. The Vendor shall be responsible for any errors in the data which must be corrected. The most current information about SAWS television inspection systems and data management systems can be obtained by calling Cindy Tuttle at (210) 233-3076 or Jim Damschen at (210) 233-3707.

In the event the Vendor elects to use Pipe Tech as their software in recording and documenting the wastewater infrastructure, it will be required by the Vendor to obtain a template database from SAWS to be used for this purpose.

The documentation of the wastewater infrastructure shall be kept and maintained by the VENDOR digitally for a period of two years after final payment is made. The inspection reports shall be made available to the SAWS Project Manager or Inspector upon request.

Compensation for data management is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

1000.4 Measurement and Payment

1000.4.1 Compensation Schedule

The bidder shall complete the attached compensation schedule. This is a unit price contract. The unit prices authorized for payment under this contract include the following items:

- Cleaning of Sewer Mains. A number of individual Bid Items are included based on the various pipe sizes (diameter) for gravity sanitary sewer mains. The only distinction in cost items is based on the diameter of the pipeline being cleaned, and for light and heavy cleaning. SAWS makes no distinction regarding the depth of the pipeline being cleaned. Payment is on a linear foot basis, measured from centerline of manhole or structure to centerline of manhole or structure, for the actual length of pipeline successfully cleaned. There shall be no sewer line segment eligible for both light and heavy duty cleaning.
- Internal Television (CCTV) Inspection of Sewer Mains. A number of individual Bid Items are included based on the various pipe sizes (diameter) for gravity sanitary sewer mains that are identified in this project. The only distinction in cost items is based on the diameter of the pipeline being inspected. SAWS makes no distinction regarding the depth of the pipeline being inspected. Payment is on a linear foot basis, measured from centerline of manhole or structure to centerline of manhole or structure, for the actual length of pipeline successfully inspected.
- Internal Simultaneous Television (CCTV), Sonar, and Laser Inspection of Sewer Mains. A number of individual Bid Items are included based on the various pipe sizes (diameter) for gravity sanitary sewer mains that are identified in this project. The only distinction in cost items is based on the diameter of the pipeline being inspected. SAWS makes no distinction regarding the depth of the pipeline being inspected. Payment is on a linear foot basis, measured from centerline of manhole or structure to centerline of manhole or structure, for the actual length of pipeline successfully inspected.
- Global Positioning System (GPS) Mapping. Payment for acquiring coordinates at manhole and structure shall be on a "per each" basis for each set of coordinates properly collected, processed, and accepted by SAWS.
- Internal Inspection of Manholes and Structures. Payment will be made on a "per each" basis.
- Cleaning of Siphons. A number of individual Bid Items are included based on the various pipe sizes (diameter) for sanitary sewer siphons. The only distinction in cost items is based on the diameter of the pipeline being cleaned. SAWS makes no distinction regarding the depth of the pipeline being cleaned. Payment is on a linear foot basis, measured from centerline of siphon manhole or structure inlet to centerline of siphon manhole or structure outlet, for the actual length of pipeline successfully cleaned.
- Internal Sonar Inspection of Mains and Siphons. Compensation for sewer main and siphon inspection shall be on a linear foot basis for the actual footage of successful inspection of main or siphon segments. The only distinction in cost items is between gravity mains and siphons. SAWS makes no distinction regarding the size of the mains

and siphons. SAWS makes no distinction regarding the method actually used to inspect a pipe segment or the depth of cover of the line segment.

- Removing Protruding Service Connections (Laterals). Payment will be made on a “per each” basis regardless of size.
- Police Officer Services. Only when required by the governing right of way jurisdiction, payment will be made on a “per hour” basis with no markup.
- Traffic Control Plans. Compensation for preparing, submitting and complying with traffic control plans will be paid on a per each basis only if the governing right of way jurisdiction requires the plan to be sealed by a Registered Texas Professional Engineer; otherwise, additional compensation will not be allowed for traffic control plans.
- Mobilization for Emergency Work. Mobilization for emergency work orders is a separate bid item in the Compensation Schedule and will be paid on a “per each emergency work order basis”. Work initiated under normal non-emergency conditions will not be subject to this increase.
- Excessive Debris Removal. Excessive debris removal will be paid separately for gravity mains and siphons which contain greater than 30% of debris by weight removed as calculated for each segment assigned. To calculate the 30% threshold value, a density of 125 lbs per cubic foot shall be applied to 30% of the total volume of the pipe segment assigned for pipe sizes 30-inches or greater. If the weight of debris is in excess of this calculated value, then the vendor will be authorized compensation for excessive debris removal. Excessive debris removal shall be measured and paid per ton of debris removed in excess of the calculated 30% threshold value for the pipe segment. This pay item shall be in addition to the heavy cleaning pay item or siphon cleaning pay item for pipe diameters of 30-inches or greater in size. For the purposes of documenting the excess debris removed from an individual pipe segment, manifest tickets must be submitted with the invoice to document the weight of the debris removed, and the upstream and downstream manhole numbers must be indicated on each manifest for the specific pipe segment from which excess debris was removed. Decanting of all equipment must take place prior to measuring the weight at the scale.

1000.4.2 Invoices

Invoices shall be submitted monthly and must be received by SAWS by the 10th day of the month following the month that the work was accomplished. Submit invoices only for work that has been completed. The pay items in the invoices shall be consistent with the information in the Hansen work order management system. Each monthly invoice shall be accompanied by supporting deliverables including the following:

- Digital Line Inspection Reports.
- Digital manhole and structure inspection reports.
- Inspection video on a hard drive. The video files shall be identified to indicate the asset number and work order number. An index of video clips identified by electronic file name shall be provided.
- Individual NASSCO PACP export database associated with above inspection video.
- Table including the following information for each main segment and siphon:
 - Upstream manhole or structure ID number
 - Downstream manhole or structure ID number
 - Pipe diameter
 - Pipe segment length
 - Actual linear footage inspected
 - Date inspection completed
 - Structural PACP rating
 - Video file number
 - Video clip file name
- Monthly water use log.
- Monthly summary of amount of debris material by weight removed and disposed.
- Debris manifests and cumulative log.
- A Hansen export for the assets being invoiced.

No payment will be made for any invoice prior to SAWS review and subsequent approval of all documents, video, electronic deliverables, submittals, etc. to ensure they meet the contract requirements. No payment will be made for any invoice until all pending map corrections have been submitted.

The master file of consolidated data and the NASSCO database (*.mdb) shall be submitted on a hard drive with the final invoice. Payment of the final invoice will not be made until the data in the master file has been properly uploaded, checked, and secured. If SAWS finds any errors or defects after the database is delivered, the VENDOR shall correct at no cost to SAWS within 10 working days after notification. If such database is not received within the first or second allotted time frame, liquidated damages will be enforced unless SAWS elects to pursue other actions as allowed by law.

1000.4.3 Liquidated Damages

For each consecutive calendar day beyond the date agreed upon for the completion of each work order or as subsequently adjusted, the VENDOR shall pay SAWS liquidated damages in the amount of \$1,000.00 per calendar day that work is not completed, unless SAWS elects to pursue other action as allowed by law.

IV. POLICIES ON EQUAL EMPLOYMENT OPPORTUNITY AND SMWB

1. Equal Employment Opportunity Requirements - The San Antonio Water System highly encourages applicants to implement Affirmative Action practices in their employment programs. This means applicants should not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, handicap, or political belief or affiliation.
2. Effective April 1, 2007, all Small, Minority, or Woman-owned Businesses (SMWB) responding to San Antonio Water System solicitations as either prime or sub contractors, consultants, or vendors will require certification as an SMWB. SMWB certification will be accepted from The South Central Texas Regional Certification Agency (SCTRCA), the Texas Comptroller of Public Accounts' HUB Directory, and federal certification. The Good Faith Effort Plan (GFEP), which is required with submittals of construction bids, professional services, and best value proposals, includes an aspirational SMWB goal. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB, whether prime or sub contractors, consultants, or vendors, must provide a copy of their certification certificate. If you have questions, please contact Marisol V. Robles, SMWB Program Manager, at (210) 233-3420.
3. The San Antonio Water System ("SAWS") Board of Trustees has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of SAWS that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in SAWS contracts. It is our policy:
 - To ensure nondiscrimination in the award and administration of SAWS contracts.
 - To create a level playing field on which SMWBs can compete fairly for SAWS contracts;
 - To ensure that the SMWB Program is narrowly tailored in accordance with applicable law;
 - To ensure that only firms that fully meet small, minority, and woman-owned business eligibility standards are permitted to participate as SMWBs;
4. SAWS has approved aspirational goals for construction, professional services, and procurement contracts. The SMWB goal for procurement contracts is 19%.
5. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the service provider has subcontracted or anticipates subcontracting, including any future contract modifications. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
6. The Proposer agrees to employ good faith efforts to carry out this policy through award of sub-consultant contracts to small, minority, and/or woman-owned businesses to the fullest extent possible. SAWS Proposers are expected to solicit bids from available SMWBs on contracts which offer subcontracting opportunities.

7. Proposers for this contract are asked to make good faith efforts to meet or exceed the goal for SMWB participation. Proposers must satisfy the good-faith effort requirements by either documenting the achievement of the overall goal for this solicitation or project specific goal (if a project specific goal has been set) on the SMWB Good Faith Effort Plan or completing all sections of the SMWB Good Faith Effort Plan and documenting good faith efforts to meet the goal in order to be approved by the SMWB Program Manager as part of the proposal submittal prior to the award of the contract. Should the Good Faith Effort Plan not be submitted, the proposal shall be considered non-responsive.

Adherence to Affirmative Action and Small, Minority and Women Business (SMWB) participation. The San Antonio Water System highly encourages applicants in those instances when joint venturing and/or subcontracting is appropriate to form joint ventures and/or provide subcontract opportunities to small, minority and women owned firms. Accordingly, the San Antonio Water System Good Faith Effort Plan will be used to report SMWB participation. The Good Faith Effort Plan format is attached as Item 5. This form is required and considered as part of the response to the Best Value Bid.

V. REQUIRED DOCUMENTS (GENERAL INFORMATION):

These contracts shall be awarded to the bidders who meets the minimum qualifications and who provides services at the best price for SAWS and is deemed low responsive bidder.

Bidder must submit documentation to support criteria. Any bidder that does not submit the required documentation may be deemed “non-responsive” and may be eliminated as a bidder. All required documentation shall be submitted with the bid proposal, on the bidder’s letterhead, and shall be notarized verifying that all information is true.

In addition to the cover letter, the following is a list of documents and documentation that must be included in the Bid Package. Each document must be signed by an authorized officer of the company or where applicable, by officials of other firms or institutions. Failure to submit any of the required documents or documentation or failure to sign each document may disqualify the bid.

Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

1. Vendor Experience
2. Personnel Qualifications
3. Resources
4. Pricing/Compensation Schedule
5. Proof of Insurance
6. Good Faith Effort Plan
7. Performance Bond in full amount of Bid

Questions pertaining to bid procedures will be answered by D. Anthony Rubin, Purchasing Department, at (210) 233-3815, by facsimile at 210-233-5433, or by e-mail at anthony.rubin@saws.org.

All technical questions shall be directed to Jerome Iltis at (210) 233- 3683, or by e-mail at jiltis@saws.org with a copy to D. Anthony Rubin. For responses to questions to be binding, questions must be written and must be submitted no later than **3:00 P.M., March 19, 2012**. Responses to questions will be issued via addendum and will be faxed and mailed to each person receiving bid documents and after the Mandatory Pre-Bid Conference, only to those who attend the Mandatory Pre-Bid Conference.

PRICE SCHEDULE

Prices are firm and fixed price for Base 1-1/2 year period.

Item No.	Item Description (Unit Price to be written in words)	Estimated Quantity Only	Unit Of Measure	Unit Price (Figures)	Total Price (Figures)
1	Light Cleaning of Sanitary Sewer Mains 15''- 24'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
2	Heavy Cleaning of Sanitary Sewer Mains 15''- 24'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	26,000	Linear Foot		
3	Light Cleaning of Sanitary Sewer Mains 26''- 36'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
4	Heavy Cleaning of Sanitary Sewer Mains 26''- 36'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	26,000	Linear Foot		
5	Light Cleaning of Sanitary Sewer Mains 42''- 48'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
6	Heavy Cleaning of Sanitary Sewer Mains 42''- 48'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	10,000	Linear Foot		
7	Light Cleaning of Sanitary Sewer Mains 50''- 54'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
8	Heavy Cleaning of Sanitary Sewer Mains 50''- 54'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,500	Linear Foot		
9	Light Cleaning of Sanitary Sewer Mains 60''- 66'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
10	Heavy Cleaning of Sanitary Sewer Mains 60''- 66'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,500	Linear Foot		
11	Light Cleaning of Sanitary Sewer Mains 72''- 78'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
12	Heavy Cleaning of Sanitary Sewer Mains 72''- 78'' Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
13	Light Cleaning of Sanitary Sewer Mains 84''- 90'' Diameter in Accordance with the Specifications _____ Dollars	1,000	Linear Foot		

Item No.	Item Description (Unit Price to be written in words)	Estimated Quantity Only	Unit Of Measure	Unit Price (Figures)	Total Price (Figures)
	and _____ Cents				
14	Heavy Cleaning of Sanitary Sewer Mains 84"- 90" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
15	Cleaning of Sanitary Sewer Siphons 15"- 24" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
17	Cleaning of Sanitary Sewer Siphons 26"- 36" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
19	Cleaning of Sanitary Sewer Siphons 42"- 48" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,200	Linear Foot		
21	Cleaning of Sanitary Sewer Siphons 50"- 54" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
23	Cleaning of Sanitary Sewer Siphons 60"- 66" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
25	Cleaning of Sanitary Sewer Siphons 72"- 78" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	200	Linear Foot		
27	Cleaning of Sanitary Sewer Siphons 84"- 90" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	200	Linear Foot		
29	Inspect with CCTV Sanitary Sewer Mains 15"- 24" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	28,000	Linear Foot		
30	Inspect with CCTV Sanitary Sewer Mains 26"- 36" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	28,000	Linear Foot		
31	Inspect with CCTV Sanitary Sewer Mains 42"- 48" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	11,000	Linear Foot		
32	Inspect with CCTV Sanitary Sewer Mains 50"- 54" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	3,500	Linear Foot		
33	Inspect with CCTV Sanitary Sewer Mains 60"- 66" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	3,500	Linear Foot		

Item No.	Item Description (Unit Price to be written in words)	Estimated Quantity Only	Unit Of Measure	Unit Price (Figures)	Total Price (Figures)
34	Inspect with CCTV Sanitary Sewer Mains 72"- 78" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
35	Inspect with CCTV Sanitary Sewer Mains 84"- 90" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
36	Inspect with Sonar Sanitary Sewer Mains All Sizes in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
37	Inspect with Sonar Sanitary Sewer Siphons All Sizes in Accordance with the Specifications _____ Dollars and _____ Cents	5,000	Linear Foot		
38	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 15"- 24" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
39	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 26"- 36" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	4,000	Linear Foot		
40	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 42"- 48" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	4,000	Linear Foot		
41	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 50"- 54" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
42	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 60"- 66" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	2,000	Linear Foot		
43	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 72"- 78" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
44	Inspect simultaneously with CCTV, Sonar and Laser Sanitary Sewer Mains 84"- 90" Diameter in Accordance with the Specifications _____ Dollars and _____ Cents	1,000	Linear Foot		
45	Acquire Global Positioning System Coordinates of Manholes and Sewer Structures in Accordance with the Specifications _____ Dollars and _____ Cents	300	Each		
46	Inspect Manholes and Sewer Structures in Accordance with the Specifications _____ Dollars and _____ Cents	600	Each		
47	Remove Protruding Service Connections (Laterals) in Accordance with the Specifications _____ Dollars and _____ Cents	12	Each		

Item No.	Item Description (Unit Price to be written in words)	Estimated Quantity Only	Unit Of Measure	Unit Price (Figures)	Total Price (Figures)
48	Provide Police Officer Services When Required by the Governing Right-of-Way Agency _____ Dollars and _____ Cents	80	Hour		
49	Sealed Traffic Control Plan When Required by the Governing Right-of-Way Agency _____ Dollars and _____ Cents	4	Each		
50	Mobilization for Emergency Work Orders _____ Dollars and _____ Cents	4	Each		
51	Excessive Debris Removal _____ Dollars and _____ Cents	1,000	Ton		

Total Price \$ _____

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS, shall file a completed conflict of interest questionnaire with the Purchasing Department not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the Purchasing Department. If mailing a completed conflict of interest questionnaire, mail to: Office of the Purchasing Department, P.O. Box 2449, San Antonio, TX 78298-2449. If delivering a completed conflict of interest questionnaire, deliver to: Office of the Purchasing Department, SAWS Main Office, Tower I, 5th floor, 2800 US Hwy 281 North, San Antonio, TX 78212.”

IMPORTANT MAILING INSTRUCTIONS:

RETURN THE COMPLETE BID DOCUMENT

MAIL TO: SAN ANTONIO WATER SYSTEM
PURCHASING DIVISION
P.O. BOX 2449
SAN ANTONIO, TX 78298-2449

PHYSICAL ADDRESS: SAN ANTONIO WATER SYSTEM
PURCHASING DIVISION
2800 US HWY 281 NORTH
SAN ANTONIO, TEXAS 78212

MARK ENVELOPE: LARGE DIAMETER SANITARY SEWER CLEANING AND
INSPECTION WORK ORDER CONTRACT
BID NO. 12-6009

OPENING DATE: MARCH 23, 2012 **TIME:** 3:00 P.M

REMARKS:

**SAWS STANDARD INSURANCE SPECIFICATIONS &
CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS**

1. Commercial Insurance Specifications:

a. Commencing on the date of this Contract, the CONTRACTOR shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any Sub-contractor, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

- 1) **Workers' Compensation (WC)** insurance that will protect the CONTRACTOR, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

The minimum policy limits of liability for this line of insurance coverage shall be statutory limits.

This line of insurance coverage shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this line of insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under a standard Workers' Compensation policy) that will protect the CONTRACTOR, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

This line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **Commercial General Liability (CGL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- The GENERAL AGGREGATE limit shall apply per PROJECT;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONTRACTOR, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of \$2,000,000.00. This policy shall be of an **"Occurrence" type** and the limit of liability shall be concurrent with (following form) and in excess of the **EL, CGL, and AL** lines of insurance coverage as described in paragraphs 1.a.2), 1.a.3), and 1.a.4) listed above.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Umbrella Liability form; or
 - Excess Liability form.
- 6) **Contractor's Pollution Liability** Insurance with limits of \$2,000,000 per claim/occurrence/\$2,000,000 in the aggregate.

The policy shall provide either a "claims made" or an occurrence based coverage for all claims, liabilities, damages, costs, fees, and expenses of any kind or character arising out of any Pollution Condition(s) (as defined below) that is in any way related to CONTRACTOR's operations, actions or inactions, and completed operations associated with any work performed by CONTRACTOR, its subcontractors, or any of their respective employees, agents, representatives, or officers under this Contract.

If the Policy is "claims made" based, coverage must be maintained for a minimum of twenty-four (24) months after the date that a Certificate of Completion is issued, or if the Contract is terminated for any reason, for a minimum of twenty-four (24) months following the date of termination.

The “claims made” policy retroactive date will be no later than the Contract date or the project commencement date, whichever is earliest.

Pollution Condition(s) means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

The **Contractor’s Pollution Liability** Insurance will pay on behalf of the CONTRACTOR, SAWS and the City of San Antonio all claims, demands, damages, liabilities, costs, fees, and expenses of any kind or character for bodily injury or death, property damage, environmental or natural resource damage, and any fines, fees, assessments or penalties of any kind assessed by any governmental department, agency or commission that result from or are related to a Pollution Condition(s). Coverage will include all subcontractors hired by CONTRACTOR to perform any work on the Project or under this Contract.

The policy shall also include the following provisions:

- a) Coverage for bodily injury to include physical injury, sickness, disease, mental anguish and emotional distress sustained by any person, including death;
- b) All costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind, including attorneys fees, expert witness fees, costs, charges and expenses of any kind or character, that arise out of or that are related to a Pollution Condition(s);
- c) Coverage shall be Primary and in addition to any other valid and collectible insurance carried by SAWS and the City of San Antonio as respects to this Contract;
- d) Coverage for Natural Resource Damages and any fines, fees penalties or assessments by any governmental agency, commission or department related to any Pollution Condition(s);
- e) Insured versus Insured exclusion, if found in the policy, shall not apply to a claim by an Insured who qualifies as a Client of the Named Insured under the policy;
- f) If Non-Owned Disposal sites are used for disposal of wastes, these sites shall be specifically included under the Contractors Pollution Liability Insurance policy; and
- g) Coverage for punitive, exemplary, and multiple damages.

Commercial/Business Automobile Liability policy of CONTRACTOR hauling excavated spoil shall either be endorsed to provide coverage under the CA9948 endorsement or the **Contractor’s Pollution Liability** Insurance policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site.

NOTE - For the **Contractor’s Pollution Liability**, declare on the **Certificate of Liability Insurance** (“Certificate”) the coverage form under which this line of insurance is written – either:

- a) Claims-made form - if the coverage form declared on the Certificate is the Claims-made form, also include on the Certificate the “**Retroactive-date**” when this line of coverage was first written or started; or
- b) Occurrence basis – no additional wording required.

- b. CONTRACTOR shall require all Sub-contractors to carry lines of insurance coverage appropriate to their scope of Work.
- c. CONTRACTOR agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- d. CONTRACTOR shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONTRACTOR is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONTRACTOR's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONTRACTOR's liability.
- g. These minimum limits of insurance coverage may be either basic policy limits of the WC/ EL, CGL and AL or any combination of basic limits or umbrella limits.
- h. SAWS acceptance of Certificate(s) of Liability Insurance that in any respect, do not comply with these Specifications does not release the CONTRACTOR from compliance herewith.
- i. SAWS recommends that each line of insurance coverage that is required under these Specifications shall be so written so as to provide the CONTRACTOR thirty (30) calendar days advance written notice directly of any suspension, cancellation or non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- j. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the CONTRACTOR shall provide a replacement Certificate of Liability Insurance and applicable endorsements to SAWS. SAWS shall have the option to suspend the CONTRACTOR's performance should there be a lapse in coverage at any time during this Contract.
- k. Failure to provide and to maintain continuous coverage by each of the required lines of insurance shall constitute a material breach of this contract.
- l. In addition to any other remedies SAWS may have upon the CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONTRACTOR to stop performing services hereunder and/or withhold any payment(s) which become due to the CONTRACTOR hereunder until the CONTRACTOR demonstrates compliance with the specifications hereof.
- m. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payments of damages to persons or property resulting from the CONTRACTOR 's or its Sub-contractor's performance of the services covered under this Contract.
- n. It is agreed that the CONTRACTOR's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability

arising out of operations under this Contract.

- o. CONTRACTOR agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "**A- ("A"- minus)"** and a **Financial Size Category** of a "**VII**" or better. All lines of insurance coverage shall be of an "Occurrence" type.

SAWS will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

- p. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any work under this Contract and once notified by SAWS Purchasing Division that your Company has been selected as the apparent, lowest responsive Bidder, pending Board final approval, and you will be requested to submit your Company's Certificate(s) of Liability Insurance, that Certificate(s) must meet all of the following requirements:

- a. The CONTRACTOR shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.6) listed above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (**Certificate Holder**) and 2.h. (**Distribution of Completed Certificates**) below.
- c. **The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.**
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. SAWS shall have no duty to pay or perform under this Agreement until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with SAWS Purchasing Bid document Insurance Specifications by SAWS' Risk Management/Purchasing Division. No one other than SAWS Risk Manager shall have authority to waive any part of this requirement.
- f. The SAWS Bid number(s) and the Bid name **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms.
- g. **Certificate Holder** - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate of Liability Insurance forms and formatted as

follows:

San Antonio Water System

c/o Ebix BPO

PO Box 257

Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract/Project #)*

Portland, MI 48875-0257

**NOTE: SAWS Purchasing Division will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONTRACTOR pending final Board approval..*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERIFICATE HOLDER ADDRESS SHOWN ABOVE.

h. Distribution of Completed Certificates - Completed Certificates of Liability Insurance shall be distributed by the CONTRACTOR within 5 days after receipt of written confirmation of being notified as the lowest, responsive Bidder pending final Board approval, as follows:

1) Send Original:

a) By **Mail**:

San Antonio Water System

C/O Ebix BPO

P.O. Box 257

Ref. #107-(**Same as the Certificate Holder name/address shown above**)

Portland, MI 48875-0257

b) By **Fax**: 1-517-647-7900

c) By **E-Mail**: CertsOnly@periculum.com

2) Send Copy by mail to:

San Antonio Water System

Attention: Purchasing Division

P.O. Box 2449

San Antonio, TX 78298-2449

i. CONTRACTOR shall be responsible for obtaining Certificates of Liability Insurance from the first tier Sub-contractor, and upon request furnish copies to SAWS.

3. SURVIVAL

Any and all representations, conditions and warranties made by CONTRACTOR under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these **Insurance Specifications** are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

SECURITY PROCEDURES

If work will be conducted on SAWS property, involve any SAWS networks or any SAWS facility the Contractor shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security). Sub-Contractors performing work must be listed on the PCDF and the Background Screening Letter. Contractor shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Contractor shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Contractor shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Contractor, its employees, and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). Security staff can be contacted at (210) 233-3177 or (210) 233-3338. A replacement fee may be charged for lost or damaged badges or parking tags. As a condition of final payment, Contractor shall return all badges and parking tags to the Security Office. In the event Contractor fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Contractor the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Contractor agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

SAWS facilities require a SAWS employee to physically escort Contractor at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a “clean” Background Screening Letter, signed by an authorized representative of Contractor are approved by SAWS Security.

Sub-Contractors must always be under escort of the Contractor while performing work on any SAWS property. Sub-Contractors must display either a company photo badge, with name, or a valid driver’s license at all times while working on any SAWS property. Contractor is solely responsible for the actions of its employees, agents, sub contractors and consultants.

Contractor MUST be prepared for additional security requirements at its expense if violations of SAWS Security procedures are noted. Some examples of additional requirements include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Contractor as to details of doing any work under this Agreement or to exercise a measure of control over any security measures or such work shall be deemed to mean that Contractor shall follow the desires of SAWS in the **results** of the work or security measures only.

Advance coordination by Contractor with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS:

- Issue a Work Stoppage Order until the security violation (s) are remedied
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

**(TAB 2) ATTACHMENT A
BIDDER QUESTIONNAIRE**

Part A - GENERAL INFORMATION

1. **Contact Information:** List the one person who SAWS may contact concerning your bid.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Printed Name of Contract Signatory: _____

Job Title: _____

2. Is Bidder authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

3. Where is the Bidder's corporate headquarters located? _____

4. **Local Operation:** Does the Bidder have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

- a. How long has the Bidder conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office. _____

5. **County Operation:** If the Bidder does not have a San Antonio office, does the Bidder have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

- a. How long has the Bidder conducted business from its Bexar County office?

Years _____ Months _____

- b. State the number of full-time employees at the Bexar County office. _____

6. Provide any other names under which Bidder has operated within the last 10 years.

**(TAB 3) ATTACHMENT B
EXPERIENCE STATEMENT**

1. Number of years engaged in this type of business. _____ Years

2. Fully describe your company and experience as it relates to the following:

- a. History of successful and stable company operation for a period of at least five years.

**(TAB 4) ATTACHMENT C
REFERENCES/ SIMILAR PRIOR EXPERIENCE**

Bidder must provide at least three (3) previous projects that demonstrate experience and competence on recent relevant projects of similar type and scope. Bidder shall provide summary to include of date of service, service provided and contact person name and phone number for reference with this bid document. SAWS reserves the right to contact references.

1. Company Name _____
Dates of Service: _____
Address _____
Contact Person: _____ Email: _____
Business Phone _____ Fax: _____
Description of project or work completed: _____

2. Company Name _____
Dates of Service: _____
Address _____
Contact Person: _____ Email: _____
Business Phone _____ Fax: _____
Description of project or work completed: _____

3. Company Name _____
Dates of Service: _____
Address _____
Contact Person: _____ Email: _____
Business Phone _____ Fax: _____
Description of project or work completed: _____

**(TAB 5) ATTACHMENT D
PRICING SCHEDULE**

**(TAB 6) ATTACHMENT E
EQUIPMENT**

Bidder shall supply a list of equipment available showing the quantity and type of each piece of equipment to be used to meet the requirements of this contract.

List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Full Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Agency name and attach copy of Certification Affidavit
1.			
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 19%

- The undersigned proposer has satisfied the requirements of the Bid specification in the following manner (please check the appropriate space):

The proposer is committed to a minimum of 19% SMWB utilization on this contract.

The proposer, (if unable to meet the SMWB goal of 19%), is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please submit documentation demonstrating good faith efforts).*

- Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

- List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply

opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified ?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				

(Use additional sheets as needed)

In order to verify a proposer's good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager at the time that the bid is due. Such notices shall include information on the plans, specifications, and scope of work.

- List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

- Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

- Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____ Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by the SAWS SMWB Program Manager. For questions and/or clarifications, please contact Marisol V. Robles, the SMWB Program Manager, at (210) 233-3420.

DEFINITIONS:

Small, Minority and Woman Business (SMWB): All business structures Certified by the Small Business Administration, Texas State Comptroller's Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Minority Business Enterprise (MBE): A business structure that is certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- b. **Hispanic American** – Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – Persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.
- f. **Women Business Enterprise (WBE):** A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or are citizens of the United States.
- g. **African American Business Enterprise (AABE):** A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

**(TAB 8) ATTACHMENT G
ADDENDUMS**

Any addendums that need to be returned should be submitted and placed behind Tab 8.