

VOUCHER # 2024-11-7740

**PUBLISHED – LEGAL
October 1, 8 & 15, 2024**

NOTICE TO PROPOSERS

Notice is hereby given that sealed SOQ will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **2:00 PM CST on November 4, 2024** in Room 826, of City Hall, 222 Saint Louis Street, Baton Rouge, LA 70802 for:

**RFQ 2024-11-7740
Annual Parishwide Sewer Cleaning and Physical Inspection Services
City Parish Project Number 24-PI-MS-0032**

A **Mandatory** pre-SOQ conference will be held on **October 16, 2024 at 9:00 AM** at the Environmental Services Facility, First Floor Conference Room located at 12422 Florida Boulevard, Baton Rouge, LA 70815. Any firm intending to submit a SOQ should have at least one duly authorized representative attend the mandatory pre-SOQ conference. Attendance at the pre-SOQ conference is required to receive an award for this project.

Copies of the Request for Qualifications may be obtained from LaPAC (<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>), Central Bidding (<http://www.centralauctionhouse.com>) or by email request to: 7740PWSewercleanInsp@brla.gov

*Note: The City-Parish has elected to use LaPAC, the state’s online electronic bid posting and Central Bidding notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment. **NOTE: This RFQ is not available to submit online via Central Bidding; submissions must be mailed or hand delivered to the address mentioned in the RFQ.**

In that LaPAC and Central Bidding provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC and Central Bidding the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

The deadline for receiving written inquiries is October 18, 2024 at 5:00 PM CST.

SOQ received after the above specified time will not be considered. SOQ will be opened immediately after proposal opening time in Room 806, of City Hall. All interested parties are invited to be present.

Teleconference Call-in information for Public Access to RFQ Opening:

Join by phone:

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This teleconference number will provide you with live audio access to this proposal opening. The teleconference will be live only at the noted RFQ opening time on the date of RFQ opening.

The right to reject any and all SOQs and to waive irregularities and informalities is reserved.

The City of Baton Rouge and Parish of East Baton Rouge has established a Socially and Economically Disadvantaged Business Enterprise (SEDBE) program in accordance with Revised Statute RS 33:2233.4. It is the policy of the Parish to ensure that Eligible Business Enterprises EBE's, certified in accordance with the Parish program, have an equal opportunity to receive and participate in parish contracts.

For this project the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 6% of the contract amount. All Bidders **shall** achieve this goal or demonstrate good faith efforts to achieve the goal. Good faith efforts include meeting this EBE goal or providing documentation demonstrating that the Bidder made sufficient good faith efforts in attempting to meet this goal. Only EBE firms certified under the Parish SEDBE Certification Program at the time of submittal of the bid will count toward this EBE goal. To be considered responsive, the apparent low bidder **must** submit EBE Forms 1, 1A, and 2, and Letters of EBE Certification, as appropriate within 10 days after bid opening.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

REQUEST FOR QUALIFICATIONS

**Annual Parishwide Sewer Cleaning and Physical Inspection Services
City-Parish Project No. 24-PI-MS-0032**



Solicitation No: 2024-11-7740

RFQ Opening Date: November 4, 2024 at 2:00 pm

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

October 2024

NOTE TO PROPOSERS:

- 1) Submit the separate set of SOQ Forms with all required information as your SOQ.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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Attachment B – Sanitary Sewer Cleaning and Physical Inspection Specifications

Attachment C – SOQ Form and Affidavit

Attachment D – DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services

Attachment E – Sample Contract for Annual Parishwide Sewer Cleaning and Physical Inspection Services

Attachment F – Federal Clauses

Attachment G – Contractor Insurance

Attachment H- SEDBE Initiative Forms and Procedures

Attachment I – Fair Chance Ordinance

Attachment J – H2B Workforce Requirements

REQUEST FOR QUALIFICATIONS

FOR

Annual Parishwide Sewer Cleaning and Physical Inspection Services SOLICITATION NUMBER: 2024-11-7740

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Baton Rouge/Parish of East Baton Rouge, Department of Environmental Services has approximately 2000 miles of sanitary sewer pipe and 50,000 sewer manholes. These assets are spread across the parish in over 500 pump station basins.

1.1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain Statements of Qualifications (SOQ) as allowed by City of Baton Rouge/Parish of East Baton Rouge (City-Parish) governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested in the providing Sanitary Sewer Evaluation Surveys (SSES) for the City-Parish's Department of Environmental Services.

1.1.2 Goals and Objectives

City-Parish Department of Environmental Services' goals and objectives are to enter into a contract with a contractor for SSES services throughout the City-Parish's wastewater collection system to provide routine maintenance and improve the functionality of the sanitary sewer system.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denote desirable.

- E. Contractor – Any person having a contract with a governmental body.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing
- J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions- For the purposes of this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit SOQ in response to this RFQ.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
1. <i>RFQ mailed to prospective proposers</i>	<i>October 1, 2024</i>
2. <i>Mandatory Pre-SOQ Conference</i>	<i>October 16, 2024 @ 9:00 AM CST</i>
3. <i>Deadline to receive written inquiries</i>	<i>October 18, 2024</i>
4. <i>Deadline to answer written inquiries</i>	<i>October 23, 2024</i>
5. <i>RFQ Opening Date (deadline for submitting SOQ)</i>	<i>November 4, 2024 at 2:00 PM CST</i>
6. <i>Oral discussions with proposers</i>	<i>To be scheduled if necessary</i>
7. <i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled (approx 2-4 weeks after # 5-6)</i>
8. <i>Contract Initiation</i>	<i>January 1, 2025</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 SOQ Submittal

This RFQ is available in PDF format or in printed form by submitting a written request to the RFQ Contact. (See Section 1.7.2 for this RFQ contact)

All SOQ **shall** be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X **SOQ Name: ANNUAL PARISHWIDE SEWER CLEANING AND PHYSICAL INSPECTION SERVICES; CITY PARISH PROJECT NUMBER 24-PI-MS-0032**
- X **Solicitation No. 2024-11-7740**
- X **RFQ Opening Date & Time : November 4, 2024 @ 2:00 PM CST**
- X **Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

SOQ may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of SOQ delivery.

Proposer is solely responsible for the timely delivery of its SOQ. Failure to meet the SOQ opening date and time **shall** result in rejection of the SOQ.

SOQ SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING SOQ SHALL BE IDENTIFIED ALOUD.

1.5 SOQ Response Format

SOQ submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the SOQ, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the SOQ **must** be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a SOQ as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;

- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFQ Compliance**: Illustrating and describing compliance with the RFQ requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.

1.5.1 Number of Response Copies

Each Proposer **shall** submit one (1) signed Original response (clearly marked “ORIGINAL” response. Five (5) additional copies of the SOQ should be provided, Copy (clearly marked “COPY”) and numbered, as well as one (1) redacted copy (clearly marked “REDACTED”, if applicable. (See Section 1.6.). An electronic copy on a CD or USB flash drive, **must** be provided.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. SOQ prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFQ is also desired. Each Proposer is solely responsible for the accuracy and completeness of its SOQ.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information **shall** only apply to the technical portion of your SOQ. Any SOQ copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement **shall** be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections **must** be claimed by the proposer at the time of submission of its Technical SOQ. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer **must** clearly designate the part of the SOQ that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer **shall** mark the cover sheet of the SOQ with the following legend, specifying the specific section(s) of his SOQ sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages _____ of the SOQ have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data **shall** only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this SOQ, the City-Parish **shall** have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data **shall** be specifically identified and marked “CONFIDENTIAL”.

Proposers **must** be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it **must** agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any SOQ, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the SOQ. The City-Parish **shall** require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your SOQ contains confidential information, you should also submit a redacted copy along with your SOQ. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

1.7 SOQ Clarifications Prior to Submittal

1.7.1 Pre- SOQ Conference

A **non-mandatory** pre- SOQ conference will be held on **October 16, 2024 at 9:00 AM** at the Environmental Services Facility, First Floor Conference Room located at 12422 Florida Boulevard, Baton Rouge, LA 70815. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFQ and to receive answers to relevant questions. Any firm intending to submit a SOQ should have at least one duly authorized representative attend the pre- SOQ conference.

Although impromptu question will be permitted and spontaneous answers will be provided during the conference, the official answer or position of the City-Parish will be stated in writing in response to written questions.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries **shall** not be entertained thereafter.

The City-Parish **shall** not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth SOQ review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period **shall** be granted. Questions relative to the addendum **shall** be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all SOQ documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein **shall** submit questions or concerns in writing to Director of Purchasing (see Sect. 1.4.6) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive SOQ may be submitted as specified herein. Protests with regard to the specification documents will not be considered after SOQ are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions **shall** be executed by any bidder as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish **shall** only consider written and timely communications from proposers.

Inquiries **shall** be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline **shall** be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations **shall** be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Lori Foreman
Purchasing Division
222 Saint Louis Street, Room 826
Baton Rouge, LA 70802

E-Mail: 7740PWSewercleanInsp@brla.gov

Phone: (225) 389-3259

1.8 Errors and Omissions in SOQ

The City-Parish will not be liable for any error in the SOQ. Proposer will not be allowed to alter SOQ documents after the deadline for SOQ submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in SOQ by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 SOQ Guarantee NOT REQUIRED FOR THIS RFQ

1.10 Performance Bond

The successful proposer **shall** be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond **shall** be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFQ at any time. The City-Parish also reserves the right to cancel or reissue the RFQ.

If the proposer needs to submit changes or addenda, such **shall** be submitted in writing prior to the SOQ opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant SOQ section, and submitted in a sealed envelope marked as stated in Section 1.4. Such **shall** meet all requirements for the SOQ.

1.12 Withdrawal of SOQ

A proposer may withdraw a SOQ that has been submitted at any time up to the SOQ closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer **must** be submitted to Purchasing.

1.13 Material in the RFQ

SOQ **shall** be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFQ.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any SOQ.

1.15 SOQ Rejection

Issuance of this RFQ in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all SOQ submitted or to cancel this RFQ if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the SOQ.

1.16 Ownership of SOQ

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All SOQ submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective proposers or consultants prior to issuance of or entering into a Contract. Costs associated with developing the SOQ, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFQ are entirely the responsibility of the Proposer, and **shall** not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, **shall** be assumed to be included within the Proposer's cost.

1.20 SOQ Validity

All SOQ **shall** be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its SOQ response. However, the City-Parish reserves the right to reject a SOQ if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its SOQ.

1.21 Prime Consultant Responsibilities

The selected Proposer **shall** be required to assume responsibility for all items and services offered in his SOQ whether or not he produces or provides them. The City-Parish **shall** consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant **shall** have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the consultant is a for-profit corporation whose stock is not publicly traded, the consultant **shall** ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish **shall** be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each consultant **shall** serve as the single prime consultant for all work performed pursuant to its contract. That prime consultant **shall** be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a SOQ in response to this RFQ, which identifies subcontract(s) with others, provided that the prime consultant acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective consultants are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their SOQ a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime consultant under the terms of the RFQ, is also required for each subcontractor and the subcontractors **must** agree to be bound by the terms of the contract. The prime consultant **shall** assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit SOQ determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the SOQ submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the SOQ submitted. Neither negotiations nor changes to vendor SOQ will be allowed during these discussions. SOQ may be accepted without such discussions.

1.24 Acceptance of SOQ Content

The mandatory RFQ requirements **shall** become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations **shall** result in the rejection of the SOQ.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose SOQ is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that SOQ **shall** be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation **shall** also allow price reductions. The final contract form **shall** be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the SOQ submitted based on the initial offers received.

The RFQ, any addendums, and the SOQ of the selected consultant will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFQ. The proposer needs to address the specific language in the sample contract (Attachment E) and submit with their SOQ any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award **shall** be made to the Proposer or Proposers whose SOQ, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brla.gov to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own SOQ scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Consultant shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment G). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The consultant shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the consultant (see Attachment G).

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or

otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements (Not Required)

1.34 Payment for Services

Each individual department **shall** pay consultant in accordance with the Pricing Schedule set forth. The consultant may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices **shall** include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause – The City-Parish may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish **shall** give the consultant written notice specifying the consultant's failure. If within thirty (30) days after receipt of such notice, the consultant **shall** not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the consultant in default and the Agreement **shall** terminate on the date specified in such notice.

The consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the consultant **shall** give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience – The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the consultant of such termination or negotiating with the consultant an effective date.

The consultant **shall** be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Lack of Appropriated Funds – Should the RFQ result in a multi-year contract, a non-appropriation clause **shall** be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the City-Parish **shall** have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

The quantities referenced in the RFQ are used to evaluate the financial SOQ. The right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the SOQ.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity **shall** have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records **shall** be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by consultant, or failure to comply with these statutory obligations when applicable **shall** be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Consultant **shall** maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by consultant in connection with the performance of the services contracted for herein **shall** become

the property of the City-Parish, and **shall**, upon request, be returned by consultant to City-Parish, at consultant's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFQ and/or the consultant's SOQ, the inconsistency **shall** be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any) and finally, the consultant's SOQ.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ **shall** be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or consultant change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFQ the following condition:

Substitution of Personnel: If, during the term of the contract, the consultant or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution **shall** meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It **shall** be acknowledged by the consultant that every reasonable attempt **shall** be made to assign the personnel listed in the consultant's SOQ.

1.45 Governing Law

All activities associated with this RFQ process **shall** be interpreted under applicable Louisiana Law. All SOQ and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It **must** be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest **must** be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the SOQ process and/or award in whole or in part upon receipt of a protest.

A protest **shall** be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee **shall** be a condition precedent to any other proceedings in connection with a protest and **shall** be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any SOQ for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Refer to Attachments A and B.

2.2 Warranty

NOT USED.

2.3 Scheduling Work

Refer to Attachments A and B.

2.4 Safety Requirements

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the Consultant **shall** conduct his operation in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City-Parish reserves the right to stop the Proposer from working or to order any piece of equipment taken off the project, should it be determined that minimum safety standards are not being met.

2.5 Finishing and Cleanup

NOT USED.

2.6 Period of Agreement

This contract **shall** commence upon the issuance of a Notice to Proceed by the Department representative and **shall** continue through December 31, 2025. For the purposes of this RFQ, the anticipated Notice to Proceed is January 1, 2025. This contract will have the option of four annual renewals for calendar years 2026, 2027, 2028 and 2029, provided all prices, terms, and conditions remain the same, upon mutual agreement of the contracting parties except as listed below.

Commencing on the first annual renewal of the contract and continuing on an annual basis thereafter through any extension of the Contract, the Unit Prices charged by the Contractor, upon request, **shall** be adjusted upward as follows. The rate adjustments will be made effective on the date of the executed renewal amendment thereafter based on fluctuations in the Consumer Price Index for All Items Not Seasonally Adjusted, (published by the Bureau of Labor Statistics, U.S. Department of Labor (“C.P.I.”)). The adjustment factor **shall** be calculated by each ensuing annual period by the net annual percentage change of the C.P.I. All percentage changes **shall** be computed as the difference between the change in the index value for the previous twelve months ending in October, divided by the change in the index value for the twelve months prior, multiplied by the applicable factors. The adjustments **shall** only be made if resulting in a positive increase in the Unit Prices; if the percentage change is negative, no adjustment **shall** be made to the Unit Prices for the upcoming year. Percentage changes **shall** not exceed 3% of the previous Unit Prices.

2.7 Payment

All work performed **shall** be paid at the unit prices in the pricing schedule (Attachment D), which **shall** be full compensation for furnishing all labor, equipment and incidentals necessary to complete the work.

2.8 Price Schedule

Prices listed in the pricing schedule (Attachment D) **shall** be agreed upon by the proposers and **shall** be firm for the term of the contract and inclusive of all charges CONSULTANT wishes City-Parish to consider for proposed services.

2.9 Location

The work is located at various locations throughout the City-Parish. Specific details on the locations of work will be described in written task orders provided by the Owner throughout the duration of the project. These task orders are further defined in Attachment A.

2.10 SOQ Elements

2.10.1 Financial

Consultant **shall** perform tasks as indicated at the listed rates for all items on the attached DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services (Attachment D).

2.10.2 Technical

- a. **Proposer Qualifications:** Proposer **shall** be experienced in the scope of work defined in this RFQ. The Proposer **shall** demonstrate its qualifications in the SOQ with a summary of its commercial history, resumes of team members associated with the project, and a statement that it is capable of meeting the goals and objectives of the program.
- b. **Proposer References:** Proposer **shall** supply a list of references of programs with a similar scope of service as outlined herein. References **must** demonstrate the proposer's experience with the various types of sanitary sewer cleaning and physical inspection technologies that will be part of this contract, including wet chemical scrubbers, carbon adsorption systems and biological odor control technologies.

PART III – EVALUATION

The following criteria cited herein will be evaluated when reviewing the SOQ: The SOQ will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

3.1 Financial Proposal (NOT USED)

3.2 Technical SOQ (90 Points)

Proposer **shall** demonstrate its understanding of the scope of work. The following criteria are of importance and relevance to the evaluation of this RFQ. Such factors may include but are not limited to:

- Proposer's ability to consistently perform the services described in the scope of work
- Personnel and equipment allocated to this contract
- Proposer's experience with similar contracts
- Proposer's scheduling and management plan for this contract

3.3 Socially and Economically Disadvantaged Business Enterprise (SEDBE) Initiative (10 Points)

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise Program (“the Program”) is made part of this contract and incorporated hereto as if copied in extensor. Bidders, Respondents, and Proposers **must** comply with the Program. Copies of these documents are available upon request from City of Baton Rouge and Parish of East Baton Rouge (“City-Parish”) Purchasing Division, 222 St. Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802. For questions or clarification about the Program, please contact the SEDBE Liaison Officer at the Purchasing Division, at (225) 389-3259.

The City-Parish strongly encourages the acquisition of goods and services from and direct participation of Eligible Business Enterprise (“EBEs”). The term EBE **shall** have the meaning set forth in the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program.

The Program is a race- and gender-neutral program intended to provide additional contracting and procurement opportunities for certified small, disadvantaged, woman-owned, minority-owned, veteran-owned, and service-disabled veteran-owned business enterprises by encouraging contractors who receive City-Parish contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts. The City-Parish desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by EBEs. By providing equitable opportunities for EBEs, the City-Parish derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Bidders should present a responsible plan that provides for participation of qualified EBEs. Participation **shall** be counted toward meeting the contract goals only by business entities certified under the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or subcontract agreements for participation.

The City-Parish may set project goals on a project specific basis as noted on the Public Notice to Bidders or Advertisement for bids. Bidders are encouraged to exceed these goals.

If a Bidder does not meet the full EBE goal, then written documentation **must** be provided showing their good faith efforts to secure EBE participation, the unavailability of potential EBE firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDBE Liaison Officer. Failure to obtain an EBE **shall** not be a determining factor for awarding a contract.

In conjunction with the RFQ scoring (10 points maximum), the City has established a minimum EBE goal of 6% of the contract amount. The complete requirements of the “Disadvantaged Business Enterprise Inclusion” are included in Attachment H.

DISADVANTAGED BUSINESS ENTERPRISE INCLUSION

The City-Parish’s Socially and Economically Disadvantaged Business Enterprise Program (“the Program”) is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 6% of the contract amount. See Attachment H for SEDBE Form and Procedures

PART IV – PERFORMANCE STANDARDS

4.1 Performance Requirements

A. Laws to be Observed: The consultant shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

B. Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The consultant shall confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Department representative. Equipment and/or vehicles shall not be left such that they cause obstructions to driveways or roadways. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended.

C. Protection of Property: The consultant shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the consultant, the consultant shall immediately notify the Department as to the extent and location of said damage.

All expenses incurred by the Department for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the consultant or the consultant shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the Department. The consultant and its surety shall be solitarily liable to the Department for all such Department expense, whether or not such expense is in excess of any amount due the consultant under the contract.

D. Right to Audit: The City-Parish shall have the right to audit the books and records of the consultant during the hours of the normal workday. Consultant shall maintain his financial records for this work for three years after completion of this contract.

E. Personal Liability of Public Officials: In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of the City-Parish.

F. Contract Dollar Amount: Expenditures for work which consultant claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

4.2 Performance Measurement/Evaluation

A. Authority of Department Representative: The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant.

His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the consultant fails to carry out promptly.

B. Subletting or Assigning of Contract: The consultant **shall** not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Department representative. No subcontract will, in any case, relieve the consultant of his responsibility under the Contract and bond. The consultant **shall** perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract **shall** not be construed to relieve the consultant of any responsibility for the fulfillment of the Contract.

C. Workmen and Equipment: Any person employed by the consultant or a subcontractor who, in the opinion of the Department representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, **shall** be removed from performing work outlined in this scope of work at the written request of the Department representative.

D. Temporary Suspension of Work: The Department representative **shall** have authority to suspend the work, wholly or in part, for such period as he may consider necessary. Notice of such suspension with the reason therefore **shall** be given the consultant in writing. The consultant **shall** not suspend work without written authority of the Department representative.

E. Failure to Perform or Complete on Time: Should the consultant fail to mobilize within the timeframes specified or fails to complete the work authorized in an acceptable manner and within the time limits specified, the Owner reserves the right to complete the work through other means upon 24-hour notification. Failure of consultant to mobilize on time or failure to complete the work in an acceptable manner and on time for more than three (3) occasions over an annual contract period, **shall** result in the consultant being placed in default and cancellation of the Contract.

Part V – FEDERAL CLAUSES

See Attachment F.

ATTACHMENT A
PROJECT SUMMARY AND
SCOPE OF SERVICES

1. PROJECT SUMMARY

The City of Baton Rouge/Parish of East Baton Rouge (City-Parish), Department of Environmental Services (DES) desires to hire a qualified, professional services firm (Consultant) under a general retainer contract to perform sanitary sewer cleaning, inspection, evaluation, defect repair recommendations and/or design and investigative services to support sewer rehabilitation and design efforts. In addition, the Consultant **must** employ sufficient certified inspection personnel, and will provide and maintain the proper equipment and materials to perform cleaning and inspection services. The Consultant will be required to coordinate closely with various parties throughout the work including the DES, DES contract personnel, and various City-Parish departments, if applicable. The City-Parish reserves the right to utilize the same services on stormwater drainage assets as well as sanitary sewer assets.

The Consultant will receive a one-year contract with up to four (4) one-year renewals at the option of the City-Parish. The City-Parish does not guarantee a minimum number of task orders nor a minimum dollar amount of fees to be generated by this contract.

2. SCOPE OF SERVICES

The purpose of the work under this contract is to aid DES in providing sewer system maintenance through inspection, cleaning and treatment efforts, on the existing sewer system components and to assess the overall condition of the system and plan sewer rehabilitation. The City-Parish reserves the right to utilize the same services on stormwater drainage assets as well as sanitary sewer assets.

The Consultant **shall** provide all labor, equipment, supplies, incidentals, supervision and data management to provide services required in accordance with the attached specifications. The work assigned under the requested contract may include, but not be limited to, the following services, which are not listed in any particular order of priority:

- Cleaning of sewer pipes and manholes
- Chemical grease treatment of sewer pipes
- Root cutting and removal in mainlines and laterals
- Chemical root control treatment of sewer pipes and manholes
- Smoke testing of the sewer mains and laterals
- Acoustic testing of sewer mains
- CCTV video inspection of sewer mains and service laterals
- CCTV video and physical inspection of manholes and other structures
- Acoustic testing for blockages
- Pole camera inspections
- Pipeline Lamping (Quickzoom Inspections)
- Sonar inspection of sewer mains
- GPS location of manholes
- Dye testing of sanitary sewer mains and manholes
- Sanitary Sewer Infiltration and Inflow flow monitoring studies
- Accurate Mapping Probe
- Bypass Pumping
- Preparation and acquisition of state and local traffic permitting as required
- Completion of EBROSCO Map Edit Forms
- Data Management and submittals
- Staff augmentation
- Data QC review and documentation
- Rehabilitation recommendations for sanitary sewer system improvements

- Assistance with public information programs related to the City's rehabilitation efforts
- Attendance at weekly progress meetings

The potential tasks identified in this Scope of Work are given for information to the Consultant only. They do not necessarily indicate the actual tasks or services that will be ordered. Such tasks will depend upon requirements that may develop during the contract period. The information provided above does not relieve the Consultant of his obligation to perform all similar or related services which may be ordered under any resultant contract.

Sewer cleaning, physical inspection and engineering support Consultant **shall** perform tasks as indicated at the listed rates for all items on the attached DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services and be in conformance with the corresponding specifications.

The sewer cleaning and physical inspection consultants **shall** provide digital CCTV videos and electronic copies of inspection reports on electronic storage media. This storage media will become the property of the City-Parish.

Overtime charges will not be considered for separate payment under this contract. Such charges are considered incidental to the work and covered by the rates included in the attached DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.

3. TASK ORDERS

Work under this contract will be authorized on a Task Order basis. The Owner will provide to the Consultant a list of sewer line segments and manholes to be cleaned and/or inspected and maps showing the location of these lines and manholes. Task Orders will be issued from time to time as needed during the term of this Contract. A typical Task Order for cleaning and inspection may consist of approximately 20,000 linear feet of cleaning, televising, and/or smoke testing sewer pipe and 150 manholes with a duration of 30 to 45 calendar days.

Smaller cleaning/inspection Task Orders, Chemical Root Control Treatment Task Orders, and/or Chemical Grease Treatment Task Orders may be issued when the need arises. Other types of task orders that may be issued include televising only for large diameter pipe (24" and larger), smoke testing an entire pump station basin and televising/dye testing a portion of the basin for storm connections and other tasks other to quickly identify I/I and critical defects.

The acceptance of more than two concurrent Task Orders at a time **shall** be at the discretion of the Consultant and Owner. Work and deliverables **shall** be complete in all details and ready for final acceptance within the time limits specified in each Task Order.

The Owner is not obligated to any minimum or maximum quantities under the contract. Nothing in this document or elsewhere in the contract documents **shall** be construed as obligating the Owner to do so. The estimated breakdown of the work to be performed in the first year under this contract is below.

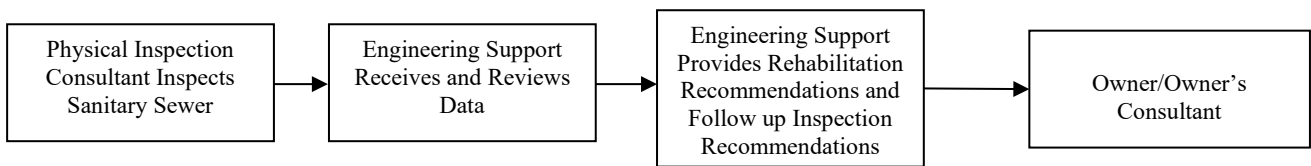
Cleaning and CCTV (42%)
 Smoke testing (10%)
 Large diameter CCTV (7%)
 MH Inspections (7%)
 Special Cleaning (Grease, Root Treatment, New Construction, etc.) (20%)
 Infiltration and Inflow Studies (Flow Monitoring and Isolation) (7%)
 Engineering Support Services (7%)

a. Data QC and Rehabilitation Recommendations

The scope of work shall include quality control and engineering support services. The Consultant shall perform a quality control and completeness check of the data submitted, per the following protocol:

- Consultant shall run QC queries on all data prior to delivery
- 10% of all CCTV video logs and inspection logs chosen by the Program Manager will be reviewed
- 100% of every 5th deliverable should be reviewed for quality assurance

The Consultant will be responsible for documenting the quality control and completeness check. A work flow chart below describes the general scope of services to be provided.



In addition, the Consultant may provide other support services such as field reconnaissance, report preparation, attendance at coordination meetings, etc.

b. Staffing Requirements: The estimated minimum staffing requirement for the Data QC and Engineering Recommendations component this project is as follows:

- 0.1 FTE – Project Manager
- 1.0 FTE - Engineer Intern
- 0.1 FTE – Administrative Tasks

4. LICENSING

All sewer cleaning and physical inspection consultants must hold an active license issued by the Louisiana State Licensing Board for Contractors in the classification of “Municipal and Public Works Construction” or “Sanitary Sewer and Storm Drain Cleaning and Rehabilitation” or “Pipeline Inspection, Maintenance, Slip Lining and Rehabilitation”, and must provide a copy of the license.

5. PERSONNEL CERTIFICATION

All sewer cleaning and physical inspection consultants providing services to City-Parish DES shall submit documentation of personnel certification prior to performing work and shall maintain proof of said certification (on person for field services and filed at home office) for the specific type of inspection at all times work is being performed.

Mainline CCTV Operator and Defect Coding:

-NASSCO’s Pipeline Assessment & Certification Program (PACP) Certified Technician

Service Lateral CCTV Operator and Defect Coding:

- NASSCO's Lateral Assessment & Certification Program (LACP) Certified Technician

Manhole CCTV Operator and Defect Coding:

- NASSCO's Manhole Assessment & Certification Program (MACP) Certified Technician

Chemical Root Control Treatment Applicator:

-Certified Pesticide Applicator licensed with the Louisiana Department of Agriculture

Smoke Testing Field Lead

-Documented Training (minimum 8 hours in classroom and 16 hours in field facilitated by a member of the Consultant's management team with 10 or more years in the Sanitary Sewer Cleaning and Physical Inspection field.

Field Supervisors and Field Crews:

- At a minimum all field personnel **shall** have the following OSHA Certifications:
 - Confined Space Entry
 - 10-Hour Training for Construction

6. MOBILIZATION

The Consultant **shall** deploy necessary personnel, equipment, and supplies from the Consultant's central location to the work site, in preparation for the work. Mobilization is included in the unit prices.

7. TRAFFIC CONTROL

Whenever the work will affect the movement of traffic or traffic safety, the Consultant **shall** provide traffic control devices in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and any additional requirements by the Louisiana Department of Transportation and Development (DOTD) and City-Parish Traffic Engineering Division. Traffic control **shall** be directed by a worksite traffic supervisor certified by the American Traffic Safety Services Association (ATSSA), or the Louisiana Associated General Contractors (LAGC). See additional information in Section 3-2.3 of specifications (ATTACHMENT B).

8. PERMITS AND RIGHTS OF ENTRY

If required, the Consultant **shall** obtain any necessary permits from the DOTD and/or local jurisdictions to allow work within public rights-of-way. If work **must** be performed on private property, the Consultant **shall** obtain written permission from the property owner including names and contact numbers should notification prior to entry be necessary. See additional information in Section 3-3 of specifications (ATTACHMENT B). The Owner will assist in obtaining permits / permissions, as necessary to complete the work. Prior to the entry of equipment on to private property to access public servitudes, Consultant **shall** document with photographs the existing conditions of private property areas to be affected.

9. STANDARD FEE SCHEDULE

Compensation for all work to be performed under this contract shall be in accordance with the rate table in Attachment D. Work shall include preparation, review, and distribution of required deliverables, and required office administration, clerical and support staff, all company overhead, profits, operating expenses, equipment, vehicles, vehicle operating expense within East Baton Rouge Parish, employee benefits, costs required to fulfill City-Parish DES invoicing requirements and insurance as required. Sewer cleaning and physical inspection firms shall carry insurance in accordance with the terms of the contract. Should marine insurance be required, the Consultant should notify City-Parish DES and negotiate costs prior to securing said insurance.

10. MINIMUM FIRM EQUIPMENT AND PERSONNEL REQUIREMENTS

FIRM

- The firm shall have a minimum of ten (10) years of successful documented experience in Sanitary Sewer Cleaning and CCTV Inspection work.
- Understanding of the size and scope of work required for this project.
- Must demonstrate firm has adequate available personnel, necessary equipment and resources as required by the specifications to satisfactorily complete the work within timeframe required.
- The description, quantity, make and model and availability date for this project of equipment that will be utilized by your firm to include, but not limited to, high velocity jet cleaners, combination cleaners, chemical root control product application equipment, color television inspection units (meeting specifications), smoke testing equipment, electronic data processing equipment and field communications equipment.
- At a minimum the firm should have the following equipment available for this project:
 - Five (5) jetter trucks and five (5) vacuum trucks (or 5 combination trucks)
 - Four (4) CCTV Inspection Vehicles equipped with pan/tilt pipe cameras and working spare cameras
 - Three (3) mainline lateral launch cameras with pan/tilt capability
 - Three (3) lateral push cameras with pan/tilt capability
 - Two (2) Panoramic Manhole video cameras
 - Two (2) Manhole Pole Cameras w/ panoramic capability
- Health and Safety Manual documenting training program for safety regulations, certification requirements and quality control checks your firm utilizes to ensure that the field operations are functioning safely and efficiently.

PERSONNEL

- Firm shall identify the full-time supervisory personnel meeting the following minimum requirements:
 - Project Manager

- Registered Engineer licensed in the State of Louisiana, or a person with equivalent science-oriented education, and having at least 5 years experience in satisfactorily directing and managing sanitary sewer cleaning and CCTV inspection services.
- If Project Manager is not a Registered Engineer nor has a science-oriented background then person holding this position **must** have at least 10 years' experience in satisfactorily directing and managing sanitary sewer cleaning and CCTV inspection services.
- Supervising Field Technician
 - The supervising field technician **shall** have at least 3 years experience in sanitary sewer cleaning and CCTV inspection field operations.
- Firm **must** demonstrate that available field personnel have the necessary certifications, training, technical knowledge, and experience for the assigned functions.

LOCATION

- Firm **must** currently have and maintain a field office or have established a field office that is located within East Baton Rouge Parish prior to issuance of first Task Order.

ATTACHMENT B

SANITARY SEWER CLEANING AND

PHYSICAL INSPECTION SPECIFICATIONS

GENERAL PROVISIONS

**SECTION 1
ABBREVIATIONS AND DEFINITIONS**

The following abbreviations and terms are used in the specifications and other Contract Documents:

1-1 ABBREVIATIONS

<u>Abbreviations</u>	<u>Word or Words</u>
DOTD or LADOTD	Louisiana Department Transportation and Development
DES ..	City-Parish Department of Environmental Services
DPW .	City-Parish Department of Public Works
FT	Foot or Feet
LF or Lin. Ft... ..	Linear Foot or Linear Foot
Max	Maximum
Mh	Manhole
Min	Minutes or Minimum
MUTCD	Manual on Uniform Traffic Control Devices
OD	Outside Diameter
OSHA.	Occupational Safety and Health Administration
psi	Pounds Per Square Inch
PVC ..	Polyvinyl chloride
QPL ..	“City-Parish” Qualified Products List

1-2 DEFINITIONS:

- a. **ADDENDUM** - A written or graphic instrument issued before opening bids which clarifies, corrects or changes the bidding or bid documents.
- b. **CALENDAR DAY** – Every day on the calendar, beginning and ending at midnight.
- c. **CITY-PARISH** - City of Baton Rouge and Parish of East Baton Rouge (“Owner”).
- d. **CONSULTANT** – The individual, firm, partnership, corporation or joint venture selected by and in contract with the City-Parish to provide professional services for the specified Project.
- e. **CONTRACT** – The document signed by the Owner and Consultant after the award for the performance of the work and incorporating all terms, conditions and Contract Documents.
- f. **CONTRACT DOCUMENTS** – The Contract Documents include the advertisement, SOQ forms, Contract, specifications, supplemental specifications, special provisions, plans, standard plans, addenda; special conditions; supplemental agreements and any other documents listed in the agreement as Contract Documents that are required to complete the work in a manner acceptable to Owner, and within the Contract Time, including authorized extensions thereof, all of which constitute one instrument.
- g. **CONTRACT TIME** – Specified date, working days, or calendar days allowed to complete the Contract or Task Order.

- h. **CONTRACTING AGENCY** - The agency, department or any other part of the City of Baton Rouge and Parish of East Baton Rouge named in the Contract.
- i. **COUNCIL** - The Metropolitan Council, which is the governing body of the City-Parish.
- j. **DEPARTMENT OR DEPARTMENT OF ENVIRONMENTAL SERVICES** - City-Parish Department of Environmental Services.
- k. **DIRECTOR OF FINANCE** - Authorized head of City-Parish Department of Finance charged with receiving, expending and accounting of public money.
- l. **DIRECTOR** - Authorized head of the applicable City-Parish Department.
- m. **EAST BATON ROUGE SEWERAGE COMMISSION (EBROSCO)** - The contracting agency for certain wastewater and sewerage projects in East Baton Rouge Parish.
- n. **ENGINEER** – Chief Engineer of the applicable City-Parish Department or authorized representative.
- o. **EXTRA WORK** - Work not included in the Contract as awarded but deemed essential by the City-Parish to satisfactory completion of the Contract within its intended scope.
- p. **HOLIDAY OR LEGAL HOLIDAY** - A calendar day observed or authorized by the City-Parish as a non-working day.
- q. **INCIDENTAL WORK** – Work required by the Contract Documents that is not directly measured and for which no specific pay item is provided.
- r. **NOTICE TO PROCEED** - Written notice to the Consultant to proceed with the Work which stipulates the dates that Work **shall** commence and Contract Time **shall** begin.
- s. **OWNER** - The City of Baton Rouge and Parish of East Baton Rouge.
- t. **PAY ITEM** - A specific portion of the Work for which a price is provided in the Contract.
- u. **PLANS** - Contract drawings showing the location, type, dimensions and details of specified work.
- v. **PROJECT** – A specific undertaking of work as described by the Contract within prescribed limits.
- w. **PROJECT ENGINEER** - An authorized representative of the Engineer who is in charge of the Project.
- x. **SOQ** - Written offer of the proposer/bidder to perform the contemplated work at the quoted prices and furnish the necessary materials submitted on the prescribed form, signed and guaranteed.
- y. **PURCHASING DIRECTOR** - Authorized head of City-Parish Division of Purchasing charged with purchase of contractible services and through whom SOQ are received from proposers.
- z. **QUALIFIED PRODUCTS LIST** - The list of approved construction products maintained by the Department and/or as provided in any Special Provisions.

- aa. **REFERENCE SPECIFICATIONS** - Bulletins, standards, rules, methods of analysis or test, codes and specifications of other agencies, Engineering societies, or industrial associations referred to in the specifications. All such references **shall** mean the latest edition thereof, unless otherwise specified, including any amendments thereto which are in effect at the time of advertising for bids.
- bb. **SPECIAL PROVISIONS** – Additions and revisions to the standard and supplemental specifications or plans covering conditions applicable to the Project.
- cc. **SPECIFICATIONS** – The compilation of provisions and requirements for the performance of prescribed work.
 - 1. Standard Specifications: A book of specifications approved for general application and repetitive use.
 - 2. Supplemental Specifications: Approved additions and revisions to the Standard Specifications
 - 3. Project Specifications: All Standard Specifications, Supplemental Specifications, Special Provisions and other provisions applicable to the Project.
- dd. **STANDARD PLANS** - Detailed drawings approved for repetitive work.
- ee. **STATE** - The State of Louisiana.
- ff. **SUBCONSULTANT** - An individual, partnership, corporation, joint venture, or other legal entity, completely independent and separate from Consultant to which the Consultant sublets part of the Work. Any individual, partnership, corporation, or other legal entity **shall** not be considered a subconsultant if it is a subsidiary, wholly owned or majority owned by the Consultant, or the principals of the Consultant, or otherwise controlled by the Consultant or the principals of the Consultant such that a true and independent subconsultant-Consultant relationship does not exist.
- gg. **PROJECT MANAGER** - A representative of the Consultant authorized to receive and execute instructions from the Engineer, and who **shall** supervise and direct the construction.
- hh. **UTILITY** - Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, owned, operated or maintained in or across a public right-of-way or private easement. The word "utility" **shall** mean either the owner of the utility or the utility itself, whichever is applicable.
- ii. **WORK** – The performance, execution and furnishing of all labor, materials, services, equipment, and incidentals necessary for successful completion of the entire Project in accordance with the Contract Documents and the carrying out of all obligations imposed by the Contract.

1-3 UNDERSTOOD WORDS OR EXPRESSIONS

In order to avoid cumbersome repetition of the following words or expressions in the Contract Documents, it is provided that whenever anything is, or is to be done, if, as, or, when or where "contemplated, required, determined, directed, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, condemned, waived, or written consent," it **shall** be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

Whenever the Contract Documents contain expressions:

“no direct pay”, “no direct payment”, “not measured for payment”, “at no additional cost or expense to the Department”, “will not be measured for payment”, “considered incidental to other items of work”, “no payment will be made for this work”, “shall not be entitled to extra payment”, or any variation of one of these expressions it shall be understood by the Consultant that the designated work is to be considered incidental work and the cost of such work is included in the standard rate of other pay items shown on the Standard Fee Schedule.

SECTION 2 CONTROL OF WORK

2-1 SUPERVISION AND INSPECTION: The Engineer shall have access to the work at all times. The Consultant shall furnish all facilities for inspection at the construction site, shops or yards, and shall not cover up work requiring inspection until it has been approved.

The Consultant shall notify the Engineer at least 24 hours prior to commencing any work, or resuming work after shut downs, except for normal resumption of work following Saturdays, Sundays or holidays. The Consultant shall also provide on a daily basis notification by email to the Owner's designated office(s) of their crews and/or their subconsultant's crews daily work location prior to 7:00 a.m. **The Consultant shall also include on the daily notification of crew assigned to distribute Homeowner Notification Door Hangers.**

The Consultant shall provide proper supervision and sufficient labor and equipment to accomplish the work within the contract time.

The Consultant shall have available at all times a project manager capable of reading and understanding specifications and experienced in the type of work being performed, who shall receive instructions from the Engineer. The project manager shall have authority to execute orders of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as required.

The Consultant shall maintain a telephone for the duration of the contract, at the Consultant's expense, where the project manager may be reached directly or by message at all times during and outside of working hours.

The Consultant shall supply all employees and subconsultants working at the site with photo identification cards. These cards shall be visible at all times while working at the site. The identification cards shall have at a minimum Consultants' name or subconsultants name, employee's name, and employee's photo. The Consultant's and subconsultant's vehicles used at the work site shall have the company name, telephone number, and physical address prominently displayed at all times while on the site.

2-2 AUTHORITY OF THE DIRECTOR: The Director shall interpret all contract provisions, and such interpretation shall be binding on all parties to the contract.

2-3 AUTHORITY OF ENGINEER: The Engineer shall decide all questions which arise as to the acceptability of materials furnished and work performed, progress of work, interpretation of specifications, and acceptable fulfillment of the contract.

The Engineer will have the authority to suspend the work wholly or in part due to failure of the Consultant to carry out provisions of the contract; for failure to carry out orders; or for such periods deemed necessary due to unsuitable weather.

The Engineer can suspend work due to failure by the Consultant to correct conditions unsafe for project personnel or the public, or for other conditions or reasons considered to be in the public interest.

Orders to suspend work will be documented in writing, and will be provided within twenty-four (24) hours of any verbal order to suspend work. The order to resume work will also be documented in writing.

As the direct representative of the Engineer, the Project Engineer has immediate charge of the engineering details of each construction project and is responsible for the administration and

satisfactory completion of the project. The Project Engineer shall have the authority to reject defective materials and to suspend work that is being improperly performed until such work is corrected. In no case shall the Project Engineer perform duties for or act as representative of the Consultant.

2-5 DUTIES OF THE INSPECTOR: NOT USED

2-6 WRITTEN NOTICES TO CONSULTANT: Any written notice to the Consultant from the Department relating to the contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail or electronic communication, to the Consultant at his last given address, or delivered in person to the Consultant or the Consultant's authorized representative on the work.

SECTION 3 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

3-1 LAWS TO BE OBSERVED: The Consultant shall keep informed of and comply with Federal and State Laws, local bylaws, ordinances and regulations, and orders and decrees of bodies or tribunals having jurisdiction or authority, which affect those employed on the work or the conduct of the work. The Consultant shall indemnify the City-Parish and its representatives against any claim arising from violation of any law, ordinance, regulation, order or decree by the Consultant or the Consultant's employees.

3-2 PUBLIC CONVENIENCE AND SAFETY: Except as otherwise provided herein, the Consultant shall provide for and maintain local traffic at all times. Convenience of the public and protection of persons and property shall be adequately provided for by the Consultant. All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the public as possible.

The work shall be so conducted as to cause the least obstruction to traffic. The Consultant shall make provisions at cross streets, roads, sidewalks and driveways for passage of pedestrians and vehicles

Sidewalks must not be obstructed. Work shall not prevent access to fire hydrants, water valves, gas valves, manholes for telephone, telegraph, signal or electric conduits, sanitary or storm sewers, and fire alarm or police call boxes.

The Consultant shall maintain and operate equipment to minimize noise. Engines shall be equipped with properly functioning mufflers. The Consultant shall limit activity near noise sensitive areas, such as churches, hospitals and schools, so normal activities are not unduly disrupted. The Consultant shall comply with local noise control ordinance.

3-2.1 Maintenance of Traffic: Traffic shall be maintained to the extent practical during work and residents or businesses must not be denied access to their property except when the nature of the work requires closing of the street. The street shall be left open to a maximum extent for collection of garbage, etc. The Consultant shall render the road passable to property owners, postal services and city services when operations interfere with use of the street. The Consultant shall do everything practical to provide access to abutting properties for essential services.

3-2.2 Closing of Streets: At least 2 days before closing a street or lane(s) to traffic or at least 2 days before beginning work that will block traffic, the Consultant shall notify in writing the Fire Chief, Traffic Engineer and Police Department having jurisdiction in the area, with copies of such notifications being sent to the Engineer. Signs advising the public of the pending closure shall be provided seven (7) days prior to the street closure. Upon re-opening the street to traffic, the above

mentioned officials should be notified to that effect in writing. The Consultant **shall** notify residents and business owners before commencing work which will block access to their property. Access **must** be restored as soon as possible.

3-2.3 Barricades, Signs, Lights and Watchmen: Where work is performed on or adjacent to a street, alley, school yard or other public place, the Consultant **shall** furnish and erect barricades, fences, lights and danger signals, **shall** provide watchmen, and **shall** take other precautionary measures as necessary for protection of persons or property and the work. From sunset to sunrise, the Consultant **shall** furnish and maintain at least one light at each barricade and a sufficient number of barricades **shall** be erected to keep vehicles from being driven on or into any work under construction. The Consultant **shall** furnish watchmen in sufficient numbers to protect the work. Where a street or highway is closed to traffic, the Consultant **shall** provide and maintain warning and detour signs at all closures, intersections and along detours directing traffic around closed portions of the street or highway.

All barricades and obstructions **shall** be illuminated at night and all lights kept burning from sunset to sunrise. Barricades **shall** be equipped with reflector buttons, discs, scotchlite or other light reflecting material satisfactory to the Engineer.

All barricades, signs, lights and other warning devices **shall** at a minimum conform to the current edition of the MUTCD. Additional temporary traffic controls specific to the project submitted by the Consultant **shall** be stamped by a professional engineer.

The Consultant will be responsible for damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and when evidence is found of such damage, the Engineer may order the damaged portion removed and replaced by the Consultant. The Consultant's responsibility for maintenance of barricades, signs and lights and for providing watchmen **shall** not cease until the work has been completed and accepted.

All traffic control measures (cones, flaggers, signs, etc.) **shall** be considered incidental to the work and all costs associated with such traffic control is included in the other various items. If an Arrow Board Traffic Control Device is required, payment will be made on a per hour basis (per arrow board) while the arrow board is in use, at the unit price listed in the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services. The Engineer **must** approve the use of arrow boards prior to use – no payment will be made for arrow boards that are not approved by the Engineer.

In certain cases, the City-Parish Traffic Engineering Division, LADOTD, or other agency having jurisdiction may require a Traffic Control Officer (TCO). The TCO **shall** be one or more uniformed law enforcement officer(s). The TCO will work on an hourly basis for only those times that their services are required. The number of TCOs necessary will be determined by joint agreement of the Consultant, Engineer and the law enforcement agency involved as indicated in the Traffic Control Plan.

3-3 WORK IN, AND USE OF STREETS, SERVITUDES AND RIGHTS-OF-WAY: For performance of the contract, the Consultant will be permitted to occupy such portions of streets, alleys, or public places or other rights-of-way or servitudes as provided for by local ordinances, as shown on the plans, or as permitted by the Engineer.

3-3.1 Work in State Highway Rights-of-Way: Where State Highway rights-of-way are encroached upon or intersected by the work, permission will be obtained by the Consultant from the DOTD with regard to methods of safeguards.

3-3.2 Work In Servitude Over Private Property: Where the work passes over or through private property, the Consultant will be responsible for gaining right-of-way by servitude agreements. Servitude agreements will provide for temporary use of adjacent property for construction purposes.

The Consultant **shall** notify the owner of each property over which the work will pass at least 3 working days in advance of any work on said property and arrange for access as provided for in Section 4-3. In addition, on the day the work is to be performed, prior to commencing the work, the Consultant **shall** knock on the doors of all structures potentially impacted by the work and personally notify the occupants. Where fences **must** be removed for construction purposes or access they **shall** be re-constructed or replaced. The Consultant **shall** provide adequate temporary fences and gates if necessary to contain or restrict domesticated and farm animals within their proper areas during the work and **shall** provide access where and when required. The Consultant **shall** not remove or cut trees, shrubs or landscaping (annual, perennial, or ornamental plantings) without proper authority.

3-3.3 Preservation and Restoration of Property: The Consultant **shall** protect public and private property and **shall** take reasonable precaution to avoid damage to such property.

Public or private improvements or facilities within the right-of-way or servitude not designated for removal but visibly evident which are damaged due to the Consultant's operations **shall** be restored by the Consultant at the Consultant's sole expense to a condition equal to that existing before such damage, by repairing or rebuilding, or if this is not feasible, a reasonable settlement **shall** be made with the owner of the damaged property.

In the event the Consultant utilizes property outside the limits of right-of-way or servitudes the Consultant agrees to fully indemnify, defend and hold Owner harmless from any and all claims of whatever nature or kind, arising under any theory of law, and to pay for or reimburse any and all expenses, costs and/or damages (including but not limited to attorney fees) incurred by or assessed against Owner, which arise from or are connected with the Consultant's use or operations on such property.

Except for emergency projects, the Consultant **shall** give at least 3 working days notice, as provided for in Section 4-3, to occupants of buildings on property adjacent to the work to permit occupants to salvage or relocate plants, trees, shrubs, landscaping (annual, perennial, or ornamental plantings), fences, sprinkler systems, signs or other improvements in the rights-of-way or servitudes which are designated for removal or which might be damaged by the Consultant's operation.

The Consultant **shall** conduct operations so as to minimize damage to planted areas within the rights-of-way or servitudes. The Consultant **shall** not trespass on private property and **shall** take precautions to protect public and private property from damage. The Consultant **shall** restore any public or private property damaged due to the Consultant's operations to a condition equal to that existing before damage or if this is not feasible, a reasonable settlement **shall** be made with the owner of the damaged property. If the Consultant fails to do so, or refuses to do so upon notice, the Owner may cause such restoration and deduct costs from payments to the Consultant. The Consultant is responsible for coordinating with the private property owners for access and is responsible for all restoration. Before and after access pictures **shall** be provided to the Engineer.

3-4 RESPONSIBILITY FOR DAMAGE CLAIMS: The Consultant **shall** indemnify the City-Parish, its officers and employees from all suits, actions or claims brought because of injuries or damage sustained by any person or property due to negligent operations of the Consultant; due to negligence in safeguarding the work; or use of unacceptable materials in constructing the work; or any negligent act, omission or misconduct of the Consultant; or claims or amount recovered from infringements of patent, trademark or copyright; or from claims or amounts arising or recovered under the Workmen's Compensation Act or other law, ordinance, order or decree.

3-5 MEASUREMENT AND PAYMENT:

- a. **Arrow Boards For Traffic Control:** This item includes the cost to provide, operate and maintain arrow boards for traffic control in major City-Parish and LADOTD roads

when required by the City-Parish Traffic Engineering Division, LADOTD, or other agency having jurisdiction. All other traffic control measures (cones, flaggers, signs, etc.) shall be considered incidental to the work and all costs associated with such traffic control shall be included in the other various items. The Engineer must approve the use of arrow boards prior to use – no payment will be made for arrow boards that are not approved by the Engineer.

Payment will be made for arrow boards on a per hour basis (per arrow board) while the arrow board is in use, at the unit price listed in the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.

- b. **Traffic Control Officer:** With the agreement of the Engineer, a Traffic Control Officer (TCO) may be utilized onsite where equipment is in or near to a roadway to assist in alerting or directing traffic near the work area. The TCO will work on an hourly basis for only those times that their services are required. The number of TCOs necessary will be determined by joint agreement of the Consultant, Engineer and the law enforcement agency involved as indicated in the Traffic Control Plan.

SECTION 4 PROSECUTION AND PROGRESS OF WORK

4-1 SUBLETTING OF CONTRACT: With written permission of the Director, the Consultant may sublet all items of work designated in the contract as “Specialty Items” and not more than 50% of the remaining contract amount. No subcontractor shall sublet any portion of the authorized work without written permission of the Consultant and the Director. No subcontractor permitted to work shall be removed from the Project without written permission of the Director.

No subcontract will relieve the Consultant of his responsibility under the contract and bond. The Consultant will be as responsible to the City-Parish for acts and omissions of the subcontractor and of persons employed by the subcontractor as for the acts and omissions of persons employed by the Consultant. All transactions of the Engineer will be with the Consultant. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

When the Department authorizes the Work to be subcontracted, the Consultant will be paid in accordance with Subsection 4-5.6.

4-2 NOTICE TO PROCEED: Work under this contract will be authorized on a Task Order basis. The Owner will provide to the Consultant a list of sewer line segments and manholes to be cleaned/inspected and maps showing the location of these lines and manholes. Task Orders will be issued from time to time as needed during the term of this Contract. A typical Task Order for cleaning and inspection may consist of approximately 20,000 linear feet of cleaning, televising, and smoke testing sewer pipe and 150 manholes with a duration of 30 to 45 calendar days. Smaller cleaning/inspection Task Orders, Chemical Root Control Treatment Task Orders, and/or Chemical Grease Treatment Task Orders may be issued when the need arises. The acceptance of more than two concurrent Task Orders at a time shall be at the discretion of the Consultant and Owner.

Work and deliverables shall be complete in all details and ready for final acceptance within the time limits specified in each Task Order. Should the Consultant fail to mobilize within the timeframe specified on any Task Order or fails to complete the work authorized by any Task Order within the time limit specified, the work shall be considered delinquent. Delinquent work on more than two (2) Task Orders over the life of the project, may result in cancellation and/or termination of the Contract.

The Owner is not obligated to any minimum or maximum quantities under the contract. Nothing in this document or elsewhere in the contract documents **shall** be construed as obligating the Owner to do so.

4-3 PROGRESS SCHEDULE: The Consultant **shall** create and maintain a computerized progress tracking system that gives a schedule of operations. The schedule **shall** be up-to-date and include all open task orders that have been accepted. Typical tracking for each open work orders **shall** include at a minimum the status of the work in the field, internal data QA/QC, deliverable preparation, repair recommendation status, and final deliverable. All tasks **shall** be tracked by percent complete.

The Consultant **shall** submit to the Project Engineer a computerized construction progress schedule giving a schedule of operations that provides for completion of each Task Order within the specified time. The accepted work progress schedule will be used as the basis of establishing the controlling item of work and as a check on the progress of the work. The work progress schedule **shall** show only one controlling item of work for each day.

4-3.1 Schedule Submittal and Acceptance: A minimum of one (1) days before the weekly progress meeting is held, the Consultant **shall** submit to the Engineer for review the progress schedule. Unless otherwise noted, the schedule will become the basis for the Task Order timeline from which all deviations will be considered. Acceptance of the progress schedule by the Engineer means only that the progress schedule has been reviewed for general conformity with the scope, logic, and purpose or required sequence of work. Acceptance by the Engineer means only that the Department agrees that if the Consultant can and does follow the schedule, the Task Order will apparently be completed within the allotted time. Under no circumstances **shall** acceptance of the schedule be construed to relieve the Consultant from his responsibility to complete the Task Order within the allotted time or to dictate to the Consultant how to perform his work or what amount of manpower and equipment to use in order for him to complete the Project.

4-3.2 Availability of Schedule: The Consultant **shall** make the progress schedule available through an shared electronic file that is accessible by the Owner and the Engineer.

4-3.3 Progress Update: The Consultant **must** update the progress on the schedule at a minimum of weekly.

4-3.4 Schedule Revisions: If the Consultant's operations are affected by changes in the plans or amount of work, or if the Consultant has failed to comply with the original schedule, or if the logic or sequence of work has been changed, the Consultant **shall** submit a revised progress schedule. This revised schedule **shall** show how the Consultant proposes to prosecute the balance of the Task Order. The Consultant **shall** submit the revised schedule for acceptance within fourteen (14) days after being requested by the Engineer or progress payments may be withheld. Acceptance of the schedule **shall** be in accordance with Subsection 4-2.1.

4-3.5 Schedule Requirements: At a minimum the following items in the schedule will be required to be tracked by percentage completed:

1. Status of Field Work
2. Status of Internal QA/QC
3. Deliverable Preparation
4. Repair Recommendation Status
5. Final deliverable status.

The above requirements may be reduced, at the discretion of the Engineer, based on project type and requirements.

4-4 PROSECUTION OF WORK: The Consultant **shall** have issued at least 3 working days prior

to the beginning of any work on the project, including surveying, sewer cleaning, CCTV, service shutdown or reduction in service, an Owner approved **Homeowner Notification Door Hanger**, informing the homeowner of the impending sewer work. The Consultant **shall** use the relative template for the "Homeowner Notification Door Hanger" provided at the end of the Special Provisions. In addition, on the day the work is to be performed, prior to commencing the work, the Consultant **shall** knock on the doors of all structures potentially impacted by the work and personally notify the occupants. The Consultant **shall** provide photographic documentation of distributed door hangers at each address.

In the event that it becomes necessary to partially or completely close a road, notice **shall** be given to the residents and businesses located on or immediately adjacent to the closed road via an Owner approved Road Closure Door Hanger to be prepared and distributed by the Consultant. The Consultant should submit road closure permit applications to the City-Parish Traffic Engineering Division no fewer than 48 hours in advance of the road closure. A copy of the permit application should be sent electronically to the Engineer at the same time it is sent to City-Parish.

4-5 PAYMENT FOR EXTRA WORK: Authorized extra work performed for which there are no previously established rates, as shown on DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services, will be paid for at negotiated unit prices or a negotiated lump sum price. No work **shall** be started until arrangements have been made with the Engineer for inspection.

If requested by Engineer, Consultant **shall** provide details of his lump sum or unit price proposal for evaluation, utilizing the costs and allowances given herein for force account work.

If unit prices or a lump sum amount cannot be agreed upon prior to beginning the extra work, the Engineer may require the Consultant to perform the work on a force account basis utilizing the following costs and allowances.

4-5.1 Labor: For labor and foremen in direct charge of operations, the Consultant **shall** receive the wage rates agreed on in writing before beginning work for each hour that said labor and foremen are engaged in such work.

The Consultant **shall** receive the amounts paid to, or in behalf of, workmen for subsistence or travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the work.

An amount equal to 20% of the sum of the above items will also be paid to the Consultant.

4-5.2 Insurance and Tax: For property damage, liability, workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes, the Consultant **shall** receive the actual cost thereof, to which 6% will be added. The Consultant **shall** furnish satisfactory evidence of the rates paid for such insurance and tax.

4-5.3 Materials: For materials accepted by the Engineer and used, the Consultant **shall** receive the actual cost of such materials delivered on the work, including transportation charges paid (exclusive of machinery rentals) to which 15% will be added.

4-5.4 Equipment: For machinery or special equipment including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Consultant **shall** receive the rental rates agreed upon in writing before such work is begun for the time such equipment is in operation on the work. Rental of equipment will be measured by time in hours of actual working time on the project. "Down time" of rented equipment will only be measured if work delays or suspensions are not caused by the Consultant.

4-5.5 Miscellaneous: No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

4-5.6 Subcontracting: When the Department authorizes the work to be subcontracted, the Consultant will be paid the cost of such subcontracted work computed as outlined above, plus an additional allowance of 10%.

4-5.7 Compensation: The Consultant's representative and the inspector **shall** compare records of the cost of work done. Such comparison **shall** be made daily if required by the Engineer.

4-5.8 Statements: No payment will be made for work performed on a force account basis until the Consultant has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

1. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
3. Quantities of materials, prices and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security tax.

Statements **shall** be accompanied by receipted invoices for all materials used and transportation charges. If materials used on the force account work are not specifically purchased for such work but are taken from the Consultant's stock, in lieu of invoices the Consultant **shall** furnish an affidavit certifying that such materials were taken from the Consultant's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Consultant; however, such cost **shall** not exceed the cost of new materials delivered to the project.

4-6 LIMITATION OF OPERATIONS: The Consultant **shall** conduct the work in such manner as will assure the least interference with traffic and **shall** have due regard to the location of detours and to provisions for handling traffic.

Work **shall** be done as far as practical during daylight hours on week days. Unless to meet the schedule of completion, or an emergency, special arrangements for which are made, no construction work **shall** be performed after 10:00 p.m. or on Sundays or holidays, except with permission of the Engineer. Before performing work at said times the Consultant **shall** give at least 48 hours notice to the Engineer so that inspection can be provided. No work **shall** be performed at night unless the Consultant has made provisions for proper illumination of the work. The Consultant **shall** be responsible for complying with noise ordinances while working outside normal working hours, and permission by the Engineer to perform work at night will not relieve the Consultant of complying with local ordinances and laws.

SECTION 812
SEWER LINE, MANHOLE AND WET WELL CLEANING

812-1 SCOPE OF WORK:

- a. The Consultant **shall** provide all labor, materials, equipment, and incidentals necessary to perform the cleaning of sewer lines, manholes and wet wells as required in this specification. Sewer line cleaning may include post-cleaning television inspection to assure satisfactory result if directed by the Engineer.
- b. The intent of sewer line, manhole and wet well cleaning is to remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the pipe, manhole or wet well so that defects are not obscured and to allow the water level to drop so that defects are visible. The pipe, manhole and/or wet well interior **shall** be clean enough to allow viewing of the interior surface of the pipe, manhole and/or wet well interior during inspection in accordance with Sections 813 and 815. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, manholes and wet wells, the importance of this phase of the operation is emphasized.
- c. Preparatory cleaning **shall** be performed prior to closed circuit television inspection, point repair, sewer lining or robotic point repairs, etc. Upon request of the Consultant, the Owner may provide, if available, Inspection Reports performed prior to the current contract for reference. The Consultant **shall** provide documentation of debris that is removed from sewer lines during preparatory cleaning. Documentation **shall** include photos of debris removed from each cleaning setup as well as detailed notes on the type and approximate quantity of debris.
- d. If mud, sludge, grease, etc. exists on the interior walls of the manhole that would prevent view of manhole wall condition (cracks, spalls, exposed aggregate, etc.), then preparatory cleaning **shall** be performed prior to sewer manhole inspections. This preparatory cleaning **shall** include the use of high-velocity water gun and Vacuum Trucks to remove sludge, dirt, grease, etc. from the interior walls and benches of the manhole so that defects are visible.
- e. Sewer cleaning will be broken down into regular cleaning and heavy cleaning. Refer to subsection 812-2 for further definition. Heavy cleaning of sewers **shall** be conducted on lines at the direction of the Engineer. Sewer cleaning **shall** remove all foreign materials from the lines to accomplish a minimum 95% clean pipeline. Heavy cleaning of sewer manholes **shall** be conducted on manholes at the direction of the Engineer. Heavy cleaning of manholes **shall** include entire manhole interior, including manhole benches and walls. It also includes removal of all foreign object or debris from the manholes which **shall** be removed either manually or mechanically.
- f. The sewer mainline segments located in rear lot easements may require additional equipment and manpower to access and perform cleaning operations. Additional equipment includes, but is not limited to an easement machine, additional vacuum hose, additional manpower, debris catchers (baskets), etc.
- g. Cleaning of sewer wet wells **shall** be conducted on wet wells at the direction of the Engineer. Cleaning **shall** include the use of hydraulic cleaning equipment and Vacuum Trucks to remove sludge, dirt, grease, etc. from the interior walls and bottoms of the wet well. Incorporate into line cleaning operation by scouring walls with high velocity nozzle after pipe segment cleaning operation is complete. It also includes removal of all foreign object or debris from the wet wells which **shall** be removed either manually or mechanically.

- h. Obstruction Removal: Consultant may be directed by the Engineer to investigate, identify, and/or clear the sewer main, lateral, and/or manhole of obstructions causing surcharged conditions in order to re-establish normal sewer flow to the area. Consultant **shall** send immediate notification to the Engineer if determined that the obstruction is due to a collapsed pipe requiring excavation work.
- i. Consultant is responsible for coordinating with City-Parish Traffic Engineering Division and/or LaDOTD for lane closures. On state roads within the Parish, LaDOTD will require a utility permit approval with the following requirements as a minimum:
 - 1. Lane closures are not allowed from 6:00 AM to 7:00 PM Monday through Friday, on Saturdays when there is a home Louisiana State University or Southern University football game, and during holidays.
 - 2. Temporary Traffic Signage and Barricades for lane closures **shall** be in accordance with the appropriate Temporary Traffic Control (TTC) Standard Plan detail.

812-1.1 Special Work Assignments: The Owner under this contract may issue the Consultant hourly special work assignments in the collection system. The work will include Combination Vacuum/Jet Truck and Crew. These work assignments may include obstruction removal, wet well cleaning, staff augmentation, and/or emergency services. These assignments will be completed based on standard, non-standard, and standby hours as follows:

- a. Standard Business Hours: Work may be either prearranged by the Owner or by notification on the day of the assignment. Standard Business Hours are defined as between the hours of 7:00 am to 7:00 pm (CST) Monday through Friday. The Owner, by notification on the day of the assignment, requires the Consultant to begin the work within 4 hours.
- b. Non-Standard Business Hours: Work may be either prearranged by the Owner or by notification on the day of the assignment. Non-Standard Business Hours are defined as between the hours of 7:01 pm to 6:59 am (CST) Monday through Friday, weekends, and holidays. The Owner, by notification on the day of the assignment, requires the Consultant to begin the work within 2 hours.
- c. Payment **shall** be made on an hourly basis for travel time and production time only. Payment will not be made for down time unless approved by the Engineer.

812-2 ACCEPTABLE METHODS: Sewer line cleaning **shall** be performed by electronically or manually operated, directly or remotely controlled, mechanically or hydraulically propelled cleaning equipment as described in this specification.

- a. Regular line cleaning is defined as the use of high velocity or hydraulically propelled equipment and associated ancillary equipment making three (3) or fewer passes in the sewer line being cleaned.
- b. Heavy line 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 associated ancillary equipment making four (4) or more passes in the sewer line being cleaned.
- c. In NO case **shall** mechanical cleaning equipment be used on PVC pipe without prior approval of the Engineer.

- d. Root Removal is a special operation to cut and remove roots from specific areas of a pipe segment. Root removal **shall** be used to remove root balls from mainline and/or service laterals in order to re-establish flow capacity of the line. Engineer may approve or direct the use of Chemical Root Treatment in accordance with Section 823 for line segments in areas of significant root intrusion presence.
- e. Selection of equipment for each type of operation **shall** be made by the Consultant with the concurrence of the Engineer and **shall** be based on the type of work to be performed, field conditions, such as wet well access, type of debris to be removed, depth of sewage flow, and pipe material.
- f. All debris present in sewer pipe **shall** be removed by use of a debris catcher or a vacuum truck at the downstream end. Passing of debris from one pipe segment to another will not be allowed.

812-3 LIMITATIONS:

- a. Satisfactory precautions **shall** be taken to protect the sewer lines from damage that might be inflicted by improper use of the cleaning equipment. Whenever hydraulically propelled cleaning tools that depend upon water pressure to provide their cleaning force, or any tools that retard the flow of water in the sewer line, are used, precautions **shall** be taken to ensure that the water does not cause damage or flooding to public or private property.
- b. No fire hydrant **shall** be obstructed or used when there is a fire in the area.
- c. Consultant **shall** remove the water meter(s)/piping, etc. from all fire hydrants at the end of each working day.

812-4 SEWER CLEANING:

- a. Sewer line sections and manholes between sections **shall** be cleaned using mechanically powered, hydraulically propelled, or high velocity sewer cleaning equipment. If cleaning of an entire pipe section (manhole to manhole) cannot be successfully performed from one manhole, the equipment **shall** be re-setup at the manhole on the opposite end of the pipe segment being cleaned and cleaning **shall** be re-attempted. If cleaning sewer line sections from the opposite end of the pipe poses a risk of blowing cleaning water and/or sanitary sewer into a private residence through the service line, the Consultant **shall** not complete the cleaning on that sewer line section and **shall** notify the Engineer.
- b. Sanitary sewer service laterals **shall** be cleaned at the request of the Engineer and if a cleanout exists at the property line. The sewer mainline **must** have been cleaned by no more than one (1) day prior to service lateral CCTV inspection.
- c. Water for sewer cleaning **shall** be purchased by the Consultant and obtained at locations in accordance with the utility owner, as directed. If the water is obtained from a potable supply, appropriate backflow prevention devices as identified in Part XII Water Supplies by the La. Department of Health and Hospitals **shall** be provided to protect the potable system from cross connections and contamination. Consultant **shall** be solely responsible for preventing cross contamination of any public or private water systems used for this purpose.

- d. During all sewer-cleaning operations, satisfactory precautions **shall** be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools or tools which restrict the flow in the sewer line are used, precautions **shall** be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property. The flow of sewage in the sewer lines **shall** be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible.
- e. When additional water from fire hydrants is necessary to avoid delay in normal working procedures, the water **shall** be conserved and not used unnecessarily. No fire hydrant **shall** be obstructed in case of a fire in the area nor **shall** a hydrant be used for the purpose described unless an appropriate backflow preventer is provided.
- f. Consultant will be solely responsible and held liable for any claims or damages arising from any action or lack of action arising from reckless, negligent, or careless behavior.
- g. The retrieval of nozzles or associated equipment lodged in pipes or a wet well is the Consultant's responsibility and will be performed at the Consultant's expense, except as noted below. All associated costs for sewer flow control, excavation, equipment retrieval, pipe repair, backfill and restoration **shall** be the responsibility of the Consultant.
- h. If, through no fault of Consultant, cleaning nozzles or root cutters become lodged in the collection system, Owner will provide excavation services to retrieve the equipment at no cost to Consultant. All associated costs for sewer flow control, excavation, equipment retrieval, pipe repair, backfill and restoration **shall** be the responsibility of the Owner. In the event that the Consultant encounters a section of pipe that appears to be in a condition that would cause the cleaning nozzle, or associated equipment, to become lodged, the Consultant should notify the Engineer prior to ceasing the cleaning operation. The Owner will retrieve equipment at no cost to the Consultant if the equipment becomes lodged only if prior approval is granted to continue cleaning operations, or if the conditions for the nozzle getting lodged were unforeseen and at no fault of the Consultant.
- i. In areas with pipes that have a presence of heavy grease buildup that cannot be adequately removed with regular or even heavy sewer cleaning, Engineer may approve or direct the use of Chemical Grease Treatment in accordance with Section 812-4.5.

812-4.1 Equipment: Selection of the equipment used **shall** be based on the conditions of the lines at the time the work begins. The equipment and methods selected **shall** be satisfactory to the Engineer. The equipment selected for cleaning **shall** be capable of removing dirt, grease, rocks, sand, sticks, branches, leaves and other deleterious materials and obstructions from the sewer lines, manholes and wet wells.

- a. Hydraulic Cleaning Equipment: The equipment used **shall** be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to allow the sewage flow past the cleaning head to protect against flooding of the sewer. The movable dam **shall** be equal in diameter to the pipe being cleaned and **shall** provide a flexible scraper around the outer periphery to ensure total removal of grease. If cleaning balls or other such equipment that cannot be collapsed instantly are used, special precautions against flooding of the sewers and causing damage to public or private property **shall** be taken.

- b. High Velocity Jet (Hydro-Cleaning) Equipment: All high velocity sewer cleaning equipment **shall** be designed for ease and safety of operation. The equipment **shall** have a selection of two or more high velocity nozzles. The nozzles **shall** be capable of producing a scouring action from 15 degrees to 45 degrees in all sizes designated to be cleaned. Cleaning **shall** be accomplished by using a pump capable of delivering water from 1200 to 2500 psi to the self-propelled nozzles. In sewers 24" in diameter and greater, Consultant may employ a combination of hydraulic high volume water pumping and solids separation system for cleaning and may require higher flow rates and pressure for scouring action.

Equipment **shall** also include a high velocity gun for washing and scouring wet well walls and floor. The gun **shall** be capable of producing flows from a fine spray to a solid stream. The equipment **shall** carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. All controls **shall** be located so that the equipment can be operated above ground.

c. Mechanical Cleaning :

- i. Machines utilizing buckets, porcupines, heavy-duty brushes, or metal pigs **shall** be in pairs with sufficient power to perform the work in an efficient manner. Machines **shall** be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed.
 - ii. Power rodding machines **shall** be either sectional or continuous type capable of holding a minimum of 750 feet of rod. The rod **shall** be heat-treated steel. To ensure safe operation, the machine **shall** have a fully enclosed body and an automatic safety throw-out clutch or relief valve.
 - iii. Chain knockers may be used in a back and forth motion to loosen heavy deposits of material. Chain knockers may be used in ductile iron pipe **ONLY** unless otherwise approved by the Engineer.
- d. Consultant may recommend other cleaning equipment for use with the approval of the Engineer.

812-4.2 Root Removal:

- a. Roots **shall** be removed in the designated sections where there is root intrusion. Root removal **shall** be sufficiently completed to satisfy the following objectives: to restore the hydraulic capacity of the sewer line to at least 95% capacity after cleaning, to allow for complete CCTV inspection of the sewer line in question to the satisfaction of the requirements of Section 815, and to decrease the probability of the damming of debris at the location of the root removal. Special attention **shall** be used during the cleaning operation to assure complete removal of roots from the joints.
- b. Procedures may include the use of mechanical equipment such as rodding machines, winches using root cutters and porcupines. Also hydraulically driven root cutting blade or saw assemblies, hydraulic jetting equipment specifically design for root cutting, and hydraulically propelled chain or wire root cutters.
- c. Sanitary sewer service lateral root cutting may be performed from the mainline or from a public sewer clean out if one exists. Sanitary sewer service lateral root cutting **shall** be approved by Engineer prior to Consultant performing root removal in the service lateral.

- d. The Consultant **shall** perform an initial setup of his equipment so that sanitary sewer service lateral root cutting can be performed on all designated and/or approved service laterals along a mainline segment. Multiple additional setups on the same mainline segment will not be paid due to the preferred method of root removal in the service lateral chosen by the Consultant .
- e. All lines that require root cutting will be both cleaned and inspected after root cutting is completed. The cost of this additional work will be considered incidental to the unit cost of root cutting. After root removal, re-televising the entire sewer line is not required, but the pipe in the locations where the roots have been removed, and any part of the line not yet videoed, **must** be re-televised after root removal so that any piping, connections, defects, etc., hidden before root removal may be identified. Televising may be stopped and the root cutting executed while the CCTV recording is paused.

812-4.3 Heavy Sewer Manhole Cleaning:

- a. Cleaning equipment that uses a high velocity water jet for moving debris **shall** be capable of producing a minimum volume of 50 GPM with a pressure of 3500 PSI for the wet well structure at the pump. Any variations to this pumping rate **must** be approved, in advance, by the Engineer. A working pressure gauge **shall** be used on the discharge of all high pressure water pumps. The Consultant **shall** operate the equipment so that the pressurized nozzle continues to move at all times. The pressurized nozzle **shall** be turned off or reduced anytime the hose is held or delayed in order to prevent damage to the wet well.
- b. Consultant **shall** remove foreign objects or debris from manhole by manual or mechanical means approved by the Engineer.

812-4.4 Pump Station Wet Well Cleaning: Cleaning of pump station wet wells **shall** be in accordance with Subsection 812-4.3.

812-4.5 Chemical Grease Treatment:

- a. When approved or directed by the Engineer, Consultant **shall** apply EPA registered grease-treatment agents to various sanitary sewer mainlines and/or service laterals, as selected by the Engineer. The grease-treatment product **must** contain a blend of essential surfactants to liquefy hard sewer grease and other chemical agents to maintain said grease in a liquid state indefinitely.
- b. The intent of the grease treatment is to liquefy and remove grease deposits in sanitary sewer lines without damaging the environment, manholes, sewer sections, or the treatment plant.
- c. The grease-treatment product **shall** contain NO petroleum solvents, and **must** be completely biodegradable. The product **shall** NOT be corrosive, and **shall** contain NO acids, NO alkalis, and/or No Chlorinated or Quaternary Compounds. The product **shall** be equally effective in pump stations, wet wells, manholes, as well as sewer pipelines. The product **shall** be a liquid that is totally miscible in water, in order to form a complete emulsion when mixed with water. When mixed in a 1% solution with water, the product **must** change the color of the entire water solution from clear to white (or other distinct color) so as to provide evidence that it is evenly distributed in the water tank, and throughout the jet stream. The product **must** have a boiling point higher than 212° F and a specific gravity greater than 1.0 and less than 1.05 (water = 1).

- d. The grease-treatment product **must** be designed for application by sewer jet trucks and mixed in accordance with manufacturer's recommendations. Adhere to all safety precautions as recommended by the manufacturer concerning handling and application of the degreaser. The product **shall** be sprayed at high pressure up the sewer line, via the jet truck. Upon reaching the opposite manhole, the jetter operator power down the equipment, waits 10 minutes then sprays back at high pressure. The Consultant **shall** continue with as many passes through the sewer segment as necessary to achieve acceptable outcome in accordance with these specifications.
- e. Demonstrate the effectiveness of the grease treatment by conducting simultaneously or immediately post-treatment CCTV inspection in accordance with Section 815.

812-4.6 PROTRUDING SERVICE CONNECTIONS: When service connections protrude into the existing pipe more than 1/2" as measured from the inside pipe wall, then the Consultant **shall** remove the protruding portion of the service connection to within 1/2" of the inside pipe wall. Removal of the protruding portion of the service connection **shall** be accomplished using a television camera and internal cutting device, which **shall** not damage the collection line or the portion of the service line to remain in place.

812-5 MATERIAL REMOVAL:

- a. All sewer lines to be cleaned **shall** be utilize best management practices at the downstream manhole to capture and remove debris prior to cleaning. A debris catcher or vacuum **must** be used at all times during cleaning. Any operation of the vacuum truck that allows debris to be sent downstream will not be allowed. The Consultant **shall** use debris baskets rather than vacuum trucks when requested by the Engineer.
- b. All sludge, dirt, sand, rocks, grease, and other solid or semi-solid material resulting from the cleaning operation **shall** be removed at the downstream manhole or wet well of the section being cleaned. Passing material from one sewer line section to another sewer line section, or from manhole section to manhole section **shall** not be permitted except when using high velocity jet equipment. The maximum limit before material is removed will be approximately 600 feet unless otherwise agreed upon by the Engineer.
- c. All roots **shall** be removed prior to sewer line inspection, robotics repair and sewer liner pipe installation. If roots are encountered during line inspection, remove inspection equipment, then perform root removal and re-inspect with no additional cost to the Owner.

812-6 DISPOSAL OF MATERIAL:

- a. All debris, solids or semi-solids resulting from the cleaning operations **shall** be removed from the site and disposed of at a legally permitted site for that purpose. At a minimum all materials **shall** be removed from the site at the end of each workday. Under no circumstances will the Consultant be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Engineer.
- b. Consultant **shall** be responsible for all fees and tipping charges for disposal.
- c. The Consultant **must** follow all current applicable local, state and federal rules and laws regarding the appropriate disposal of waste materials from cleaning operations.

- d. Under no circumstances **shall** sewage or solids removed in the cleaning process be dumped into streets, ditches, catch basins, storm drains, sewer manholes, wet wells, cleanouts, or dumps.
- e. Sanitary sewer dewatering of the Vacuum Truck or tank is required and may be discharged into the sanitary sewer system at a manhole downstream of the pipe segments that have been cleaned.
- f. The removed material is allowed to be disposed of at the East Baton Rouge Parish North Landfill, located at 16001 Samuels Road, Zachary, Louisiana. The tipping fees are currently \$28 per ton. Consultant can obtain any additional information for the North Landfill by calling 225-389-4813. The Consultant also has the option of using other facilities, if available, if the facility is in accordance with this specification. Consultant **shall** obtain prior approval from the Owner's representative for the use of a facility other than the two listed in this paragraph.
- g. For pipes cleaned that are larger than 16 inches the removed material weight is required to be measured at the disposal site. The material is only allowed to be disposed at a site with the capabilities to weigh the cleaning trucks. Cleaning trucks on the large diameter cleaning assignments are required to be start the day with an empty truck as to not mix in debris with other work orders. The cleaning trucks are required to decant the wastewater from the debris tank and empty the water tank prior to the initial weighing at the disposal site. The Consultant **shall** provide photographic evidence of the dewatering procedures taking place at the request of the Engineer.

812-7 INSPECTION: Inspection of all cleaning operations will be made on a daily basis by the Engineer.

812-8 ACCEPTANCE: Television inspection **shall** be performed to ensure the satisfaction of the Engineer that proper cleaning of the line or wet well has been performed. If inspection shows the cleaning to be unsatisfactory to the Engineer, the Consultant will be required to re-clean and re-inspect the sewer line section or wet well until the cleaning is acceptable at no additional cost to the Owner. The deliverables required for acceptance **shall** be photos of debris removed from each cleaning setup as well as detailed notes on the type and approximate quantity of debris.

812-9 MEASUREMENT:

- a. **Sewer Line Cleaning:** Measurement for this item **shall** be on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services. Only footage of pipe actually cleaned **shall** be measured for payment. In the cases where a pipe can be fully cleaned, but not fully CCTVed, hard tape footage will be used for payment of sewer line cleaning if the cleanliness of the pipe can be confirmed by CCTV data from the upstream and downstream end of the pipe.
- b. **Sewer Line Cleaning Located in Rear Easements:** Measurement for this item **shall** be on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole for segments located in rear lot easements requiring additional equipment and/or manpower. Measurement for this item **shall** match that of the Sewer Line Cleaning item for the individual mainline segment. Only footage of pipe actually cleaned **shall** be measured for payment. Abandoned footage will not be measured for payment.
- c. **Heavy Sewer Manhole Cleaning:** Measurement for this item **shall** be based on each manhole.

- d. **Root Removal:** Measurement for this item shall be the travel length of the root cutter by the linear foot to the mainline sewer pipe obstruction. The length for Root Removal payment shall in linear feet per line segment from manhole to mainline sewer pipe obstruction for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.
- e. **Sanitary Sewer Lateral Root Removal:** Measurement for this item shall be based on each sanitary sewer lateral requiring root or pipe obstruction removal up to twenty (20) feet root removal within a sewer service lateral.
- f. **Sanitary Sewer Lateral Root Removal Set-up:** Measurement for this item shall be made per each initial equipment set-up per mainline segment requiring sanitary sewer lateral root removal.
- g. **Chemical Grease Treatment:** Measurement for this item shall be on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.
- h. **Combination Cleaning/Vacuum Truck with Operator & Helper:** Measurement for this item shall be on an hourly basis, rounded up to the nearest half hour. Standard, Non-Standard, and Standby Hours are defined in accordance with subsection 812-1.1.
- i. **Remove Protruding Service Connections:** Measurement for the removal of the protruding portion of a service connection shall be the actual count of protruding service connections internally removed from the host pipe.
- j. **Sewer Lateral Cleaning from Cleanout:** Measurement for this item shall be per each equipment set-up per mainline segment requiring sewer lateral cleaning
- k. **Sewer Lateral Cleaning from Mainline:** Measurement for this item shall be per each lateral cleaned from the mainline up to twenty (20) feet within a sewer service lateral
- l. **Debris Removal:** Measurement for this item shall be per ton of material removed to be weighed at a disposal site for pipes larger than 16 inches in diameter

812-10 PAYMENT:

- a. **Sewer Line Cleaning:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided. Either regular or heavy cleaning will be paid, the items will not be combined. Payment for sewer line cleaning of pipes in rear lot easements will be paid in addition to the regular or heavy cleaning unit prices when applicable.
- b. **Sewer Line Cleaning Located in Rear Easements:** Payment for this Item shall be full compensation for all additional equipment and manpower to access and perform cleaning operations on mainline segments located in rear lot easements, such as an easement machine, additional vacuum hose, and other incidentals. Payment for this item will be paid in addition to the regular or heavy cleaning unit price when applicable in accordance with the specifications.
- c. **Heavy Sewer Manhole Cleaning:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and

disposal in accordance with the specifications under the specific pay items provided.

- d. **Root Removal:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided.
- e. **Sanitary Sewer Lateral Root Removal:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided.
- f. **Sanitary Sewer Lateral Root Removal Set-up:** Payment for this Item shall be full compensation for the initial equipment set-up cost per mainline segment requiring sanitary sewer lateral root removal. This will be the total payment whether mainline or cleanout introduction of the root removal equipment is used.
- g. **Chemical Grease Treatment:** Payment for this Item shall be full compensation for all labor, equipment, grease-treatment product, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided. Approval for this item shall be based on no signs of grease deposition per post-treatment CCTV inspection.
- h. **Combination Cleaning/Vacuum Truck with Operator & Helper:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided. Either linear footage rates or hourly rates for cleaning will be paid, the items will not be combined.
- i. **Remove Protruding Service Connections:** Payment for this Item will be full compensation for all equipment, labor, materials, and incidentals required to internally remove the protruding portion of a service connection from the host pipe.
- j. **Sewer Lateral Cleaning from Cleanout:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided.
- k. **Sewer Lateral Cleaning from Mainline:** Payment for this Item shall be full compensation for all labor, equipment, plugging, water, water meter, debris removal, tipping fees and disposal in accordance with the specifications under the specific pay items provided.
- l. **Debris Removal:** Payment for this item shall full compensation for the debris removal, tipping fees and disposal for pipes larger than 16 inches in diameter in accordance with the specifications under the specific pay items provided.

**SECTION 813
SEWER FLOW CONTROL**

813-1 DESCRIPTION: Sewer flow control is a set of methods to adjust the flow in the sewer system to allow for inspection, maintenance, repair or replacement. This is accomplished by either blocking or plugging the incoming lines to restrict flow or through the use of pumps to bypass the flow around the work area until the work is completed.

813-2 SCOPE OF WORK:

- a. The Consultant shall be required to furnish all materials, labor, equipment, power, maintenance, etc. to implement the necessary flow control system and control the flow around and/or through the work area for the duration of the work. Any required pumping system shall be of sufficient capacity to handle existing peak flow plus additional flow that may occur during a rainstorm.
- b. The design and installation of the necessary systems as well as the operation of the temporary pumping systems (if necessary) shall be the Consultant's responsibility.
- c. If bypass pumping and/or pump station shut down is required, the Consultant shall coordinate with DES and provide at a minimum 48 hours notice.
- d. Flow control will be required to conduct inspection or other maintenance/rehabilitation operations when the existing flow in the lines is above the following levels:

1. Maximum Depth of Flow for CCTV Inspection:

6" - 10" Pipe	10% of pipe diameter
12" - 24" Pipe	20% of pipe diameter
>24" Pipe	25% of pipe diameter

When sags are encountered so that minimum viewing area requirements cannot be met, these minimum requirements shall be waived; however, all other requirements for clarity of picture still apply when the camera emerges from the sag.

2. Maximum Depth of Flow for Joint Sealing:

6" - 12" Pipe	40% of pipe diameter
15" - 24" Pipe	45% of pipe diameter
>24" Pipe	50% of pipe diameter

- e. Public notification and coordination with the homeowners shall be identified in the submittals and accomplished according to the following:
 - 1. At least 3 working days prior to any work, shutdown of service, or reduction in service to any line segment, the Consultant shall go door-to-door to distribute an Owner approved Homeowner Door Knocker describing the work to be performed.
 - 2. On the day the service is to be shutdown or reduced, prior to commencing the work, the Consultant shall knock on the doors of all structures potentially impacted by the work and personally notify the occupants.
 - 3. The Consultant shall notify by email to the Owner's designated office the

location of line segment in which service is to be shutdown or reduced prior to 7:00 a.m.

813-3 SUBMITTALS: At the request of the Engineer, the Consultant **shall** submit the following information:

- a. Flow Control Plan: At The Plan **shall** be submitted for informational purposed a minimum of 48 hours prior to controlling flows and **shall** include the following information:
 1. Estimate of peak flow to be controlled
 2. Detailed procedures for handling peak estimated flow
 3. Schedule for controlling flow
 4. Listing of equipment needed for flow control
 5. Operation plan
 6. Emergency procedures
 7. Permits to close roads or lanes if necessary
 8. Drawing of plug, bypass pump and pipeline locations (if bypass pumping is required)
 9. Bypass pump sizes, capacities, number of each size to be onsite (including standby equipment) and power requirements (if bypass pumping is required)
 10. Bypass pipeline sizes and material types (if bypass pumping is required)

813-4 FLOW CONTROL PRECAUTIONS: Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions **shall** be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further precautions **shall** 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.

813-5 PLUGGING OR BLOCKING:

- a. A sewer line plug permanently marked with a Consultant identification tag, **shall** be inserted into the line upstream of the pipe segment being inspected or repaired. Where necessary, plugs permanently marked with a Consultant identification tag, **shall** also be installed into the storm sewer pipe. Plugs **shall** be so designed that all or any portion of the flow can be released. All plugs **shall** have a tag line attached to them that extends outside of the manhole or wet well in addition to the air line in case of air line rupture. During CCTV inspection and sealing operations, flow **shall** be reduced to within the limits specified in Subsection 813-2.d.
- b. After the Work has been completed and restricting the flow is no longer needed for the work, then the flow **shall** be restored to normal. Flow **shall** be restored by removing the plugs in an order that permits flow to slowly return to normal without surcharging or causing other major disturbances downstream.
- c. Temporary plugs **shall** be removed and the flow restored to normal at the end of each working day. If downstream work is not or cannot be completed during the workday then the Consultant **shall** be required to provide, operate, and maintain bypass pumping system on a 24 hour basis.
- d. The Consultant **shall** use bypass pumping if the work cannot be scheduled or cannot be completed at a time when flow is within the flow levels specified by Subsection 813-2.d.

813-6 PERFORMANCE REQUIREMENTS:

- a. It is essential that the sewer service have no interruption through the duration of the Work. If the storage capacity of the upstream line is not adequate to store the flow during the duration of the work or if the line is to be shut down for a period greater than 8 hours, then the Consultant **shall** provide adequate bypass pumping so that there is no interruption in the flow throughout the duration of the work. Therefore, Consultant **shall** provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units) as necessary to intercept the flow before it impacts the work area, carry it past the work area and return it to the existing sewer system downstream of the work.
- b. Discharge of sewage into the construction trench, private or public property, gutters, streets, sidewalks or storm sewers **shall** not be permitted.

813-7 PUMPING AND BYPASSING:

- a. The Consultant **shall** obtain approval and secure all permits for placement of temporary bypass pumping system and pipeline within public right-of-way.
- b. Bypass pumping may be required whenever pump stations are shut down or flow in gravity sewer lines are restricted or blocked. The Consultant **shall** supply the necessary pumps, conduits, and other equipment to divert the flow around the pump station, restriction, blockage, or other structure in which work is to be performed. Temporary shutdowns **shall** be performed by Wastewater Collection Pump Maintenance Personnel only. The bypass system **shall** be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainfall. Electric pumps or diesel silent pack pumps **shall** be used. No other type of pump will be acceptable without prior approval of the Owner.
- c. The Consultant **shall** be responsible for furnishing the necessary equipment, power, labor, and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all equipment **shall** be operated in a manner to keep the pump noise at a minimum, and in accordance with City/Parish noise ordinance.
- d. The Consultant **shall** be solely responsible for clean-up, repair, property damage costs and claims resulting from failure of the diversion system.
- e. Bypass pumping **shall** not damage private or public property, or create a nuisance or public menace. Pumped sewage **shall** be in an enclosed pipe that is adequately protected from traffic, and **shall** be redirected into sanitary sewer system or alternatively into an enclosed tank for hauling to the wastewater treatment plant. Dumping or free flow of sewage on private or public property, gutters, streets, sidewalks, or into storm sewers is prohibited. Dumping of storm water may be discharged at a downstream location, as approved by the Engineer.
- f. The Consultant **shall** make all arrangements for bypass pumping during the times when the main is shut down for any reason. The Consultant **shall** also perform the work during a low-flow period whenever possible.
- g. The Consultant **shall** furnish, install, and maintain power, primary and standby pumps, equipment, and bypass piping required to maintain existing flows and services.

1. All pumps used **shall** be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. All pumps used **must** be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
 2. The Consultant **shall** provide the necessary stop/start controls for each pump.
 3. The Consultant **shall** include one stand-by pump of each size to be maintained on site. Back-up pumps **shall** be on-line and isolated from the primary system by a valve.
 4. In order to prevent the accidental spillage of flows, all discharge systems **shall** be temporarily constructed of a secure, tight, leak free discharge pipe. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed.
- h. The Consultant **shall** be responsible for continuity of sewer service to each facility connected to the section of sewer main during the execution of the work, and **shall** also bypass the main sewer flow around the pipe to be replaced, or into adjacent sewers.
- i. The pumps and the bypass lines **shall** be of adequate capacity and size to handle all flows without backup to private property.

813-8 SERVICE LATERAL DISCONNECTION:

- a. Disconnected sewer service lateral connections **shall** be accommodated by bypass pumping or containment of the flow from time of disconnection to time of reconnection. This **shall** be accomplished by a mechanical pump and manifold system or by a storage system such as a bladder tank system. The storage system **shall** be capable of holding adequate sewage from each sewer service lateral connection for a period of 24 hours. Each storage system **shall** be emptied or pumped during each 24-hour period and properly disposed of.
- b. When a service lateral **must** be disconnected from the main for more than 1 work day, the lateral **shall** be positively drained or pumped a minimum of once every 24 hours. The Consultant **shall** monitor status of flow and storage, and pump lateral more frequently if flows exceed the storage capacity of the lateral or the temporary storage.
- c. Reconnect services in uncompleted sections during times of construction inactivity.
- d. Notify building occupants when work is complete and full uninterrupted service restored.
- e. No service is to remain shutdown for more than a period of 8 hours, unless Consultant provides substitute services for the residents. If the service is to be shutdown for more than 8 hours and Consultant cannot provide substitute services, then Consultant **shall** be required to provide temporary living quarters (i.e. hotel) for the resident at no additional cost to Owner or the resident. Temporary living quarters **shall** be approved by Engineer.

813-10 FIELD QUALITY CONTROL AND MAINTENANCE:

- a. Testing: The Consultant **shall** perform leakage tests of the bypass pumping discharge piping using clean water prior to operation.

- b. Inspection: The Consultant **shall** inspect the bypass-pumping system no less than once every 2 hours to ensure that the system is working correctly.
- c. Maintenance of Service: The Consultant **shall** ensure that the temporary pumping system is properly maintained and a responsible operator **shall** be on hand at all times when pumps are operating.

813-11 CLEANING:

- a. Before the bypass pumping system is dismantled, either to be moved to the next section or at the completion of the work, discharge sewage remaining in the bypass discharge pipeline and pumping equipment into the working sanitary sewer. Storm water is to be discharged at a downstream location, as approved by the Engineer.
- b. Upon completion of the bypass pumping operation, disturbed areas **shall** be cleaned and restored to their original condition. This restoration should restore the site to a condition which is at least equal to or better than the condition which existed prior to the start of the work.

813-12 LIABILITY: The Consultant **shall** be responsible for damages to private or public property that may result from the sewer flow control operations. The Consultant **shall** be responsible for any violations of laws, regulations or permits and **shall** indemnify and hold the Owner harmless for any and all damages, including but not limited to, fines, penalties and law suits which arise from such violations.

813-13 MEASUREMENT AND PAYMENT: Flow elimination for pipes of 16" diameter and less **shall** not be measured for payment and is considered incidental to other work under this project. If bypass pumping operations are required for work to be completed on pipes larger than 16" diameter, then it **shall** be measured as a lump sum and payment **shall** be negotiated on a case by case basis. Consultant and Owner **shall** negotiate payment in accordance with Section 4-5. The lump sum pay item "Bypass Pumping Allocation" **shall** be used by the Consultant to bill for these instances.

SECTION 814 SMOKE TESTING

814-1 SCOPE OF WORK: Sanitary sewer line sections, at locations designated by the Engineer or his authorized representative, **shall** be smoke tested to locate significant defects which are causing or could cause infiltration/inflow, soil erosion, and degradation to the existing sanitary sewer system or other underground utilities and surface structures.

A minimum of 2 crew members are required per each smoke testing crew.

814-2 PRODUCTS:

- a. Nontoxic, odorless, non-hazardous, and non-staining smoke generators (bombs or liquid smoke) **shall** be used to produce smoke for testing.
- b. Smoke **shall** be blown by a "squirrel cage" or other approved blower located on top of a central manhole. Blower pressure should be adequate to force smoke throughout the isolated line section and to the ground surface through cracks, channels, improper jointing, etc. Blower **shall** have a maximum capacity of 4,500 cfm and a minimum capacity of 3,000 cfm. The base of the blower **shall** have appropriate adapters and seals to make a good connection or "seal" to the manhole without excessive loss of smoke.
- c. Sand bags and/or plugs with permanently attached identification tags **shall** be placed at each end of the test section to prevent smoke from escaping through the manholes and adjacent sewer lines. The use of sandbags and/or plugs is required, and no smoke testing **shall** be allowed without proper use of sandbags and/or plugs. If sandbags are used, they **shall** be installed in the pipe such that a minimum of 75% of the pipe is blocked.

814-3 PREPARATION:

- a. Consultant's testing schedule **shall** consider the unique conditions of the test site such as (but not limited to):
 1. Cross connected storm/sanitary sewers
 2. Heavy flow sections
 3. Traffic patterns
 4. Surcharged flow conditions
- b. If work is to be performed in a roadway, the Consultant **shall** perform necessary traffic control, conform to City-Parish rules and regulations, and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Lane closures will require a permit from the City-Parish Traffic Engineering Division.
- c. Public notification and coordination with the City's Police and Fire Departments **shall** be accomplished according to the following:
 1. At least 24 hours prior to the test of any line segment and prior to beginning the testing, the Consultant **shall** go door-to-door to distribute an Owner approved Homeowner Notification Door Knocker describing the smoke testing.
 2. Consultant **shall** notify the appropriate authorities prior to the beginning of any smoke testing and will be responsible for maintaining close coordination with the local Police and Fire Departments regarding the smoke tests. Both the police and the Fire departments within the specific local jurisdiction **must** be

contacted directly.

3. Consultant **shall** provide yard signs in the yards of the testing area that say "Smoke Testing in Progress." The purpose of yard signage **shall** be to provide on-site, real-time notification that the sewer investigation and is not indicative of an ongoing fire. Signs **shall** be placed strategically throughout the project area to be easily visible to vehicle traffic, foot traffic, and residents at home within the project area.
4. Consultant **shall** maintain multiple copies of the MSDS sheets of smoke products on site for to respond to all inquiries.

814-4 METHODS:

- a. Only sewer line segments on the upstream and downstream side of the blower **shall** be tested on a single set-up. Unless otherwise approved by the Engineer, a test section **shall** typically consist of a central manhole, where the blower will be positioned, and an upstream and downstream manhole and the sewer pipe between them. With three (3) manholes and two pipe sections, lengths should not exceed 1000 feet. The blower capacity and/or number of blowers necessary will be determined by the adequacy of pressure as observed at the vent stack(s) and the downstream/upstream manholes.
- b. During smoke testing, the Consultant **shall** verify that there is smoke being blown throughout the entire testing area which **shall** be done by confirming that smoke is observed exiting the vent stacks of the building along the entire test area. The consultant **shall** take photographs of the smoke exiting the vent stacks and include these photographs in the smoke testing documentation.
- c. With approval from the Engineer, longer sections of pipe may be tested if good pressure is generated or smoke plume is produced. The walk through for locating defects will not begin until smoke is highly visible with a smoke plume emanating from the plumbing vents of buildings along the entire length of pipe being tested.
- d. Smoke **shall** be introduced into a manhole and then blown into the connecting sewer lines.
- e. The location of smoke defects **shall** be marked with a flag using blue for light smoke, yellow for medium smoke, and red for heavy smoke.
- f. Smoke testing crew members **shall** traverse the entire perimeter of all structures looking for illicit connections such as uncapped/damaged cleanouts, storm inlets, area drains, pool drains, roof drain connections, etc.
- g. Special attention should be given to any buildings where the vent stacks do not exhibit smoke and findings properly documented for further investigation.
- h. All visible leaks, including those from collection lines, service laterals, drainage structures, and manholes, regardless of if they are located within the road right-of-way or servitude, **shall** be recorded on the smoke testing report. The information listed below **shall** be included on the report:
 1. Upstream and downstream manhole numbers
 2. Manhole GPS Coordinates
 3. Manhole depths

4. Direction of flows
 5. Location of sandbags and plugs
 6. Sketch showing leak location and distance and offset from the upstream manhole
 7. Street address nearest the detected leak
 8. Leak type that clearly describes the leak
 9. Leak located in public or private area
 10. Smoke quantification
 11. Surface cover
 12. Properly identified color photograph of inflow source **shall** be attached to reporting form.
- i. The owner may require the Consultant to perform smoke tests on City-Parish owned individual home sewage pump systems, herein described as “Liberty Pumps”. The intent of Liberty Pump smoke testing **shall** be to investigate the sewer system connected to the pump system for inflow sources. The Consultant **shall** retrofit the smoke blower system to fit onto the wetwell of the Liberty pump and perform the smoke tests on a per each basis. The only leaks that need to be recorded are as follows:
 1. Storm Drains
 2. Yard Drains
 3. Catch Basins
 4. Surface Drain Connects
 5. Roof Drain Connects
 - j. The documentation requirements for Liberty Pump smoke testing **shall** be as specified in Section 814-4.h, with the only exception being that the only leak types to be considered as listed above.
 - k. Testing **shall** be closely monitored on windy days. If smoke coming out of the ground is blown away so quickly as to escape accurate detection and/or photo documentation, testing **shall** cease until such time that weather conditions permit an accurate record of smoke testing results.
 - l. Smoke testing **shall** not be performed during wet weather or saturated ground conditions. Wet weather is defined as days where greater than 0.5 inches of rain falls in any consecutive twelve-hour period.
 - m. The roofs of each building **shall** be visually inspected for evidence of roof drains connected to sanitary sewers. Additionally, photos of smoking vent stacks **shall** be taken and included in the submitted smoke reports to verify that smoke is properly distributed to all houses that are included in the testing area.
 - n. The Consultant will be solely responsible and held liable for any claims or damages arising from the lack of public notification, and coordination with the City Police, Parish Sheriff and Fire Departments.

814-5 DOCUMENTATION:

- a. Color, digital photographs with a minimum resolution of twelve (12) mega pixels or greater **shall** be taken of all locations where smoke is observed at the ground surface. Each photographic file generated **shall** be saved in a **_**.JPEG file format using the manhole reference number, leak number, distance to the upstream manhole, perpendicular distance from the line and whether the leak is on the right or left side of

the line. These files will be recorded in an electronic file format and delivered to the Owner. A sample of a file name in the proper format is:

253-00012_LK#1_50x22R.jpeg
Manhole No _ LK#_Dist x PerpDist.file ext

- b. Digital photographs will be taken in such a way that the smoke leak is clearly visible in the foreground and a distinct fixed reference is visible in the background. This method of referencing something fixed will support QA/QC to ensure that smoke leaks, and their associated data, can be confirmed by someone other than the original smoke test crew.
- c. Groups of digital photographs, orientated so that the long side of the photograph is horizontal and printed copies can be incorporated with the hard copy of the smoke testing report. The report **shall** be supplied electronically to the Engineer.
- d. The digital photographs **shall** incorporate annotation references below the image to upstream manhole number and date when the photograph was taken. The annotation **shall** be clearly visible and **shall** have a 12 pt (uppercase) font size. Each photograph **shall** have a labeled time and date stamp.
- e. All data pertinent to the smoke testing will be recorded on the smoke testing reports and in a smoke testing database using the proper inspection coding as provided by the Owner. This form **shall** be submitted to and remain in the possession of the Owner after a section of line has been tested.

814-6 INSPECTION: The Engineer or his duly authorized representative **shall** witness all smoke testing, and review smoke testing log forms submitted to the Engineer. The log forms **shall** be available on the next work day following the performance of the test.

814-7 DELIVERABLES:

- a. Smoke testing reports with defect locations, along with at least one digital photograph of each smoke leak **shall** be submitted to the Owner in pdf format.
- b. Smoke testing database including the following information for each leak:
 - 1. Leaks sorted by leak number
 - 2. Leak address
 - 3. Private/Public classification
 - 4. Distance from Manhole
 - 5. Turn distance from mainline
 - 6. Turn Direction
 - 7. Surface Cover Type
 - 8. Leak source
 - 9. Leak severity
 - 10. Leak Coordinates

The database **shall** also include the following information for each smoke inspection:

- 1. Work Order Number
- 2. Smoke Inspection Key
- 3. Smoke Inspection Number

4. Number of Leaks per pipe segment
 5. Inspection date
 6. Inspection time
 7. Surveyor
 8. Upstream Manhole ID
 9. Upstream Manhole Coordinates
 10. Upstream Manhole Surface Type
 11. Downstream Manhole ID
 12. Downstream Manhole Coordinates
 13. Downstream Manhole Surface Type
 14. Location of Blowers
 15. Location of Plugs
- c. All photographs **shall** be digital pictures in electronic format.
- d. Smoke testing database with defect locations **shall** be submitted to the Owner in a database format approved by the Engineer.

814-8 MEASUREMENT: Measurement for smoke testing to identify leak locations **shall** be made on a linear foot basis of mainline pipe from the center of the upstream manhole to the center of the downstream manhole. Only line segments directly upstream and downstream of the blower are to be tested on a single set-up. The length of the line segments tested per smoke test set-up **shall** be approximately 600 linear feet. However, a separate Smoke Test Form **must** be filled out for each line segment even if no defect is found.

Measurement for Liberty Pump smoke testing **shall** be made on a per each basis for each Liberty Pump system tested.

814-9 PAYMENT: Payment for smoke testing will be full compensation for smoke bombs, liquid smoke, blower usage, sand bagging, plugging, smoke test logs, smoke test database, public notification, and photos in accordance with the Specifications.

Payment for Liberty Pump smoke testing will be full compensation for smoke bombs, liquid smoke, blower usage, sand bagging, plugging, smoke test logs, smoke test database, public notification, and photos in accordance with the specifications.

SECTION 815 SEWER LINE, MANHOLE AND WET WELL INSPECTION

815-1 SCOPE OF WORK: The Consultant **shall** use a closed circuit color video system (CCTV) to remotely inspect and defect code the pipe, manhole, or pump station wet well in “real time” or other methods approved by the Engineer. The television camera used for the inspection and defect coding of the sewer features **shall** be one specifically designed and constructed for such inspection. The camera **must** be capable of tolerating a hazardous and corrosive environment.

- a. After the required cleaning is completed in accordance with Section 812, the Consultant will proceed with the television inspection of pipes and defect classification will be based on the latest revision of the Pipeline Assessment and Certification Program (PACP) Condition Grading System as developed by the National Association of Sewer Service Companies (NASSCO) as amended by the Owner.
- b. The Owner makes no guarantee that the sewers proposed to be inspected after the cleaning, are clear for the passage of the camera set-up. The equipment, tools and method(s) used for securing the passage of the camera are to be at the discretion of

the Consultant with the approval of the Engineer.

- c. The Consultant **shall** comply with all requirements of local, state, and federal confined space entry laws and regulations.
- d. CCTV inspection required for pre-installation assessments and acceptance of work does not require defect coding.
- e. Consultant is responsible for coordinating with City-Parish Traffic Engineering Division and/or LaDOTD for lane closures. On state roads within the Parish, LaDOTD will require a utility permit approval with the following requirements as a minimum:
 1. Lane closures are not allowed from 6:00 AM to 7:00 PM Monday through Friday, on Saturdays when there is a home Louisiana State University or Southern University football game, and during holidays.
 2. Temporary Traffic Signage and Barricades for lane closures **shall** be in accordance with the appropriate Temporary Traffic Control (TTC) Standard Plan detail.

815-1.1 Special Work Assignments: The Owner under this contract may issue the Consultant hourly special work assignments in the collection system. The work will include CCTV Inspection Unit and Crew. These assignments will be completed based on standard and non-standard hours as follows:

- a. Standard Business Hours: Work may be either prearranged by the Owner or by notification on the day of the assignment. Standard Business Hours are defined as between the hours of 7:00 am to 7:00 pm (CST) Monday through Friday. The Owner, by notification on the day of the assignment, requires the Consultant to begin the work within 4 hours.
- b. Non-Standard Business Hours: Work may be either prearranged by the Owner or by notification on the day of the assignment. Non-Standard Business Hours are defined as between the hours of 7:01 pm to 6:59 am (CST) Monday through Friday, weekends, and holidays. The Owner, by notification on the day of the assignment, requires the Consultant to begin the work within 2 hours.
- c. Payment **shall** be made on an hourly basis for travel time and production time only. Payment will not be made for down time unless approved by the Engineer.
- d. New Pipe Acceptance: The Owner will send the Consultant new subdivision sanitary sewer construction plans which **shall** be inspected for acceptance by the Owner. The work will be done using the Standard Business Hourly Rates for Cleaning and CCTV.
 - The Consultant **shall** clean and remove all debris from the pipe in accordance with Section 812. When the pipe is cleaned, the Consultant **shall** flood the upstream manhole until water is observed at the downstream manhole. The Consultant **shall** wait for fifteen (15) minutes to allow time for the water to drain from the pipes via gravity. After the 15-minute wait period is over, a CCTV camera **shall** be run through the pipe following a ball bearing that represents 10% of the pipe diameter. If the ball bearing is observed going underwater in a location where a water level sag is present, it will be identified as being out of compliance with the standard sag tolerance as a greater than 10% sag.
 - If the Consultant arrives to the site and finds that the site is not workable due to poor conditions of the site (i.e. unfinished roadways, inaccessible

manholes, saturated conditions, manholes and pipes full of debris, etc.) the Consultant **shall** notify the Engineer and mobilize to the next site. Prior to mobilizing to a site for New Subdivision Inspection work, the Consultant **shall** communicate with the Engineer to confirm that the subdivision is accessible for cleaning and CCTV operations. Payment will be made for mobilization time to and from an unworkable site only if these communications are documented.

- e. Special Investigations: The Owner will send the Consultant task orders that are deemed as more intensive than the normal inspection work. These task orders may consist of a much smaller amount of total linear footage to be inspected and will require more investigative action. Hourly work will only be performed as approved by the Owner.
 - The Consultant should make every effort to complete investigations in a timely manner.
 - The Consultant should prevent situations where the CCTV Inspection Unit is standing by on site when heavy cleaning is required. Any stand-by equipment will not be reimbursed. If heavy cleaning is required, the Consultant **shall** notify that Engineer immediately and the CCTV Inspection Unit will be re-assigned to a different location.
 - Consultant will be reimbursed at the hourly rate for travel time from site to site and for periods of actual production.

815-2 SUBMITTALS:

- a. A Traffic Control Plan will be submitted to City-Parish Traffic Engineering Division and the Engineer. The plan **shall** include an outline of the permit acquisition procedure for lane closure, methods for proper signing and barricades, which complies with local requirements and the MUTCD, and site Consultant telephone numbers for emergencies.
- b. Copies of all the technical certifications for the Characterization Technicians that will work on the project **must** be submitted to the Engineer prior to commencing work.

815-3 PREPARATION:

- a. Public notification and coordination with the homeowners **shall** be identified in the submittals and accomplished according to the following:
 - 1. At least 3 working days prior to the inspection of any line segment or manhole and prior to beginning the inspection, the Consultant **shall** go door-to-door to distribute an Owner approved Homeowner Notification Door Knocker describing the work to be performed.
 - 2. On the day of inspection, prior to commencing operations, Consultant **shall** knock on the doors of all structures potentially impacted by the testing to personally notify occupants.
 - 3. Consultant **shall** notify email to the Owner's designated office(s) the location of the work to be performed daily prior to 7:00 a.m.
- b. Prior to CCTV inspections Consultant **shall** clean the pipelines, manholes and wet wells of debris in accordance with Section 812. Immediately after cleaning, the sewer line section, manhole or wet well **shall** be visually inspected by means of CCTV. Sewer

line sections **shall** be characterized according to specifications from manhole to manhole.

- c. With the agreement of the Engineer, a Traffic Control Officer may be utilized onsite where equipment is in or near to a roadway to assist in alerting or directing traffic near the work area per Section 3-2.3.

815-4 TELEVISION INSPECTION OF SEWER LINES:

- a. The system **shall** have the capability of recording on a digital file written information identifying each pipe segment inspected and a metering device measuring distance to the nearest whole foot. Lighting for the camera **shall** be suitable to allow a clear picture of the entire periphery of the pipe. Digital videos of poor and unacceptable quality will be rejected. Re-recording will be at no additional cost to the Owner.
- b. The television camera used for the inspection **shall** be one specifically designed and constructed for such inspection, have Pan-and-Tilt capabilities, and **shall** have a minimum of 360 x 270 degree rotation. The lateral inspection camera attachment mounted to the CCTV camera **shall** also have Pan-and-Tilt capabilities to allow for successful lateral launching in obscured and/or irregular lateral connections. The focal distance **shall** be adjustable through a range from 25 mm (1 inch) to infinity. The camera **shall** be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system **shall** be capable of producing a minimum 500-line resolution picture. The camera **shall** have an imager with minimum 0.7 lux sensitivity and utilize high intensity discharge lamps for illumination. Maintenance of video equipment is a **must**. Camera distortions, inadequate lighting, dirty lens or blurred/hazy picture will be cause for rejection. A backup camera, in good working conditions, **shall** be available on the project site. Camera **shall** be operative in a hazardous and corrosive environment.
- c. All internal pipe damage **shall** be still photographed in color by the Consultant utilizing picture capture equipment, and **shall** be clearly labeled with the date, upstream manhole (UM) number, footage to the UM, and type of defect generated in a _.JPEG file format. These files will be recorded and delivered to the Owner with the video. All videos, photos and data acquired are the property of the Owner.
- d. It **shall** be the responsibility of the Consultant to schedule and perform its work as to result in no overflows. If flows are such that they interfere with the Consultant's ability to collect accurate data, then the Consultant **shall** be responsible to schedule his work during low flow periods or to request written permission to perform bypass pumping around the site. The Consultant may provide bypass pumping only with specific approval from the Owner. The Consultant may also request approval from the Engineer to perform sonar inspection instead of bypass pumping.
- e. The Consultant will be required to pause and pan all service lateral connections and zoom into lateral from mainline. The Consultant will also be required to dewater pipe as necessary to allow the required visibility. This dewatering will be considered incidental to the television inspection.
- f. The camera **shall** be moved through the line at a uniform rate and at a maximum camera speed of 30 ft/minute, stopping when necessary to insure proper documentation of the pipe's condition. Digital video **shall** be captured at a minimum video bit rate of 5.0 M Bit/second. Manual winches, power winches, TV cable, and powered rewinds or crawler device or other devices that do not obstruct the camera view or interfere with proper documentation of the pipe conditions **shall** be used to move the camera through

the line.

- g. If during the inspection operation the television camera will not pass through the entire section because of an obstruction such as a dropped joint, crushed pipe, etc., with the approval of the Engineer, the Consultant **shall** perform an additional setup of his equipment so that the inspection can be performed from the opposite end in order to obtain a “full” section (returning unimpeded to the original blockage). If, again the camera fails to obtain a “full” section because of a second obstruction preventing passage, the inspection **shall** be considered incomplete and marked survey abandoned at this time. If an additional setup is required, the Consultant will get paid for only one (1) additional setup per mainline segment.
- h. When remotely operated methods are used to move the television camera through the line, radios or other suitable means of communication **shall** be set up between the two ends of the section being inspected to insure good communications between members of the crew.
- i. Any obstructions causing a stuck camera are the responsibility of the Consultant. Likewise the retrieval of equipment or cameras is the Consultant’s responsibility and will be performed at the Consultant’s expense.
- j. If, through no fault of Consultant, inspection equipment becomes lodged in the collection system, Owner will provide excavation services to retrieve the equipment at no cost to Consultant. All associated costs for sewer flow control, excavation, equipment retrieval, pipe repair, backfill and restoration **shall** be the responsibility of the Owner. In the event that the Consultant encounters a section of pipe that appears to be in a condition that would cause the camera or camera assisted equipment to become lodged, the Consultant should notify the Engineer prior to ceasing the CCTV operation. The Owner will retrieve equipment at no cost to the Consultant if the equipment becomes lodged only if prior approval is granted to continue CCTV operations, or if the conditions for the camera getting lodged were unforeseen and at no fault of the Consultant.
- k. Metering equipment will be accurate to two percent (2%) over the length of the sewer line section being inspected. Accuracy of the meters **shall** be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Also a distance between all manholes will be recorded by a surface measure center to center in the provided database.
- l. The location of all pipe defects **shall** be noted in accordance with the PACP code as amended by the Owner. All CCTV operators **must** be PACP certified. The defects **shall** be recorded in “real time” or as approved by the Engineer in accordance with the latest revision of the PACP code as noted, and on the inspection sheet. The inspection sheet **shall** also show pipe type, size, depth, manhole locations, street addresses of all manholes, and location of all service lateral connections.
- m. The camera height **shall** be adjusted within the pipe to maintain a centered position for filming. The lighting should always be sufficient for high quality pictures. A reflector light system in front of the camera may be required to enhance the lighting of a dark colored pipe.
- n. The camera lens **shall** be kept clear of condensation and debris during CCTV inspection.

815-5 TELEVISION INSPECTION OF LATERALS: Consultant **shall** perform CCTV inspection on service laterals at the request of the Engineer. Service lateral CCTV inspection **shall** be accomplished by a lateral launch camera from the mainline to the cleanout or property line, or by use

of a mini-push camera from cleanout to mainline. The “long-side” of the mainline is defined as the laterals servicing properties on the opposite side of the roadway or laterals extending beyond ten (15) feet to reach adjacent property line. “Short-side” laterals are defined as those laterals servicing properties on the same side of the roadway as the mainline location and those laterals located on mainlines in rear easements that extend less than ten (15) feet to property line. Consultant shall CCTV inspect “short-side” and “long-side” laterals at the request of the Engineer.

a. Operator Qualifications for Inspection and Condition Coding:

1. Provide a minimum one operator on site at all times with each inspection unit who holds a valid certificate in Lateral Assessment & Certification Program (LACP) or an acceptable alternate training program. Ensure each operator is fully trained in all aspects of service lateral inspection and capable of making accurate observations and recording all conditions that may be encountered in service laterals.
2. Perform inspection work only when LACP certified operators are operating on site.
3. Submit a valid copy of the LACP Operators Certificate for each operator to the Engineer as outlined in Submittals.

b. Lateral Condition Coding:

1. Perform service lateral condition coding in accordance with the requirements of the latest revision of LACP as developed by the National Association of Sewer Service Companies (NASSCO) as amended by the Owner.
- c. Service laterals will be photographed and characterized in accordance with this specification.
- d. A self-leveling radial view camera (360 degree optical lens) will be used for lateral inspection. The camera shall have Pan-and-Tilt capabilities to navigate bends and turns in the pipe. Cameras incorporating mirrors for viewing sides or cameras using exposed rotating heads are not acceptable. The camera must be an auto-iris type with remote controlled manual override. The camera light head includes a high-intensity side viewing lighting system to allow illumination of internal sections of lateral sewer connections.
- e. A mainline sewer television camera is used to position the lateral camera launcher. The lateral sewer camera is used to inspect each service lateral from the mainline to the cleanout. Laterals shall only be inspected by launching lateral camera at the request of the Engineer, otherwise just pan and zoom into laterals. If the Consultant encounters any lateral that appears to be in a condition that would warrant an inspection, the operator will be allowed to inspect the lateral while the mainline camera is positioned in the mainline with approval from the Engineer.
- f. The television inspection of the lateral must be attempted from the mainline to the cleanout. After an unsuccessful attempt, the inspection may be performed from the cleanout to the mainline by using a mini-push camera if necessary.
- g. Lateral inspection will be performed with the same minimum criteria for mainline inspections. Cleaning, conditions, classifications, and recording of datum will also apply. Refer to subsection 812-4b for service lateral cleaning requirements.

- h. The Consultant may request permission from the Engineer not to perform lateral inspections in conjunction with mainline inspections. However if approved by the Engineer, the Consultant **shall** complete lateral inspections within one working day of the mainline inspection.
- i. If an additional set-up is approved for the mainline inspection for a mainline segment, another additional set-up will not be approved for the lateral inspection for the same mainline segment. Multiple additional setups on the same mainline segment will not be paid due to the preferred method of inspection chosen by the Consultant.

815-6 SONAR INSPECTION OF SEWER LINES: Consultant will be required to introduce equipment to create a volumetric section of the pipe in "difficult to see" and opaque submerged environments. This equipment, capable of withstanding harsh environments, will use sound to acoustically locate and document features and defects in the pipe to be investigated.

- a. The sonar equipment **shall** be purpose built for use in the inspection of wastewater system pipelines and **shall** be operative in totally submerged conditions and be rated to a depth to at least 1000m. It **shall** be capable of being traversed by crawler tractor, float or other suitable means through the pipeline on a stable vehicle constructed to situate the sonar inspection equipment below the water level and have integrated pitch and roll sensing.
- b. The sonar system **shall** be capable of transmitting continuous sonar data from the sonar unit within the pipeline to topside viewing station.
 - 1. The transmission of the sonar data **shall** be digital.
 - 2. The transmission of the sonar data **shall** be continuous.
 - 3. The transmitted data **shall** be logged in digital format for subsequent viewing and analysis operations.
 - 4. Electronically synchronized with other data sensors and footage counters.
- c. The sonar unit **shall** have the following properties:
 - 1. The Near Field Ranging Limit **shall** be at least 0.125 meters.
 - 2. The Far Field Ranging Limit **shall** be at least 6 meters.
 - 3. The Min Detectable Range **shall** be at least 50 millimeters.
 - 4. The sonar unit **shall** support the following Variable Range Scales: 0.125 m, 0.25m , 0.5 m, 0.75 m, and 1 m.
 - 5. The sonar unit Step Size **shall** be at least 0.9 degrees.
 - 6. The sonar unit **shall** support continuous Train Angles, e.g. Continuous Rotation.
 - 7. The sonar unit **shall** have an unobstructed Field of View of 360 degree.
 - 8. The sonar unit **shall** support a Scanning Speed no smaller than 360 degrees in 1.3 sec.
 - 9. The sonar unit Frequency **shall** be at least 2.25 Mhz. to ensure the highest possible resolution of resultant data.
 - 10. The sonar unit Transducer Beam Width **shall** not exceed 1.4 degree conical.
 - 11. The sonar unit Range Resolution **shall** be at least 1/250 (e.g. 1mm at 250 mm)
 - 12. The sonar unit **shall** be in full color during the inspection
- d. The sonar survey will include complete structural and service assessment of the equivalent PACP standard as that obtained through the CCTV survey.
- e. The sonar profiler system **shall** provide visual profile, profile comparison, and dimensional profile of significant items and defects, and **shall** also generate a two-dimensional profile of the interior pipe wall convertible to tabular output formats. The

reporting dimension accuracy shall be within 1% of the nominal diameter in pipelines 48" and larger

- f. Provide digital sonar equipment, capable of measuring the distances to objects and surfaces in pipes, and also capable of imaging pipe sizes ranging from 18" through 72".
- g. The sonar profiler shall provide measurements of pipe size, laterals, water levels, faults and other features, as well as quantitative information regarding internal pipe diameter, including ovality and capacity, sediment depths and accumulation. The sediment volume accuracy shall be within 5% of total sediment volume
- h. Sonar Profiling: Perform sonar profiling immediately after pipeline cleaning, unless specifically allowed by the Owner. Do not allow profiler and the inspection camera to immediately follow behind the cleaning mechanism, but rather follow once at a minimum distance of 8-feet from nozzle.
- i. Flow Control: Adequately control the flow in the pipeline being profiled by providing the right mounting assembly. Ensure that the sonar profiler is able to clear the channel bottom and the camera is able to clear the crown of pipe during sonar and CCTV profiling. In addition to providing adequate mounting assembly, the following adjustments may have to be made to allow for adequate clearance:
 - 1. Where only sonar profiling is being conducted work hours may have to be adjusted to allow for inspection to be carried out when pipe is flowing full.
 - 2. During combined sonar and CCTV inspections (i.e. in partially full pipes) work hours may have to be adjusted to allow for inspection to be conducted during low flow periods.
- j. Sonar Profiling Quality: Reject work that has camera distortions, inadequate lighting, dirty lens, excessive lighting or blurred/hazy picture of the associated line segment. Re-profile any sonar profiling deemed unacceptable by the Owner at no additional cost to the Owner. Payment for sonar profiling will not be made until Owner approves the quality of the inspection report and CDs, DVDs or external hard drives.
- k. The sonar survey will be continuously recorded and saved on CDs, DVDs or external hard drives in MPEG-1 format, supported by complete defect inspection logs and summary reports.
- l. A color high resolution sonar still image of cross-sections of the pipeline must be taken and recorded every 50 feet or more frequently should the internal profile of the pipeline change and at every defect. These images are to be cross referenced to the reports and databases for ease of reference.
- m. In partially flowing lines, the sonar shall be required to be combined with CCTV to provide a simultaneous composite image of the pipe both above and below the waterline.
- n. The deliverables for sonar data shall include:
 - 1. Sediment analysis report showing debris depth along the pipe length per pipe segment (MH to MH).

2. Calculation of sediment volume per pipe segment (MH to MH).
3. Overall total volume of sediment calculation.
4. Tabular output showing average and maximum sediment levels and volume for 5-ft long section intervals along pipe alignment.
5. Integrate sonar debris levels with the NASSCO PACP Standard Exchange Database with appropriate codes and quantification of debris included in database observations.

o. General Sonar Specifications:

Minimum Deployment Specifications

Above or Below Waterline:	Below
Wet or Dry Operating Environment	Wet
Minimum Pipe Diameter	18"
Maximum Pipe Diameter	72"
Manhole Minimum Diameter	24"
Maximum Inspection Length	600'

815-7 LASER INSPECTION OF SEWER PIPE: The purpose of the Laser Inspection also known as the Light Detection And Ranging (LIDAR) inspection of Sewer Pipe is to use a radial (2D) or fanned laser (3D) to scan out in radial and longitudinal directions based on the laser used. This device projects out a laser and measures the “time-of-flight” for the light to bounce off the wall and return to the sensor. Back in the office the “time-of-flight” is converted back to a measurement, and deformation and corrosion is calculated by geometric properties. This equipment, capable of withstanding harsh environments, will locate and document features and defects in the pipe to estimate ovality and corrosion, and generate 3D bend-radius point clouds.

- a. The equipment shall be a crawling, self-propelled, tread- or wheel-mounted stable laser carrying platform that is:
 1. Capable of being deployed through a standard 24-inch manhole access point.
 2. Sized for each pipe diameter in accordance with manufacturer’s recommendations.
 3. Equipped with cables, tethers, power supplies, etc. of sufficient length and capacity to inspect the full length of pipeline from available access points.
 4. Equipped with tag line suitable for pulling platform backwards.
 5. Equipped with winch, power winch, cable, powered rewind, or other devices to move platform through pipe. When powered and controlled winches are used to pull the platform through line, provide telephones, radios, or other means of communication between staff at the two manholes.
 6. Equipped with a calibrated cable distance counter accurate to 0.2-ft over the distance travelled.
- b. All cable, chains, and other devices used with the platform shall be secured to avoid obstructing sensor view or otherwise interfering with sewer condition documentation.
- c. Provide a stand-by floating platform to be used in the event that conditions do not allow use

of the tractor, but do not deploy without prior approval by Engineer.

- d. The LIDAR **must** be specifically configured as a pipe profiling LIDAR that uses time-of-light ranging principle. Specifically excluded is Structured Light (SL) ranging systems that use a camera and laser wand/light ring or other types of scanner with degrading z-axis accuracy as the pipe diameter increases. In addition, the pipe profiling LIDAR **must** have the following characteristics:
 1. The LIDAR unit (sensor that is placed within the pipeline) **must** be protected by a mechanical housing that is specifically designed to survive the rigors of the sewer environment.
 2. The LIDAR housing **shall** have IP 67 or better.
 3. The LIDAR unit **shall** be “fog” resistance by providing at least 3 multi-echo distance measurements per step. (Note this is an essential feature for obtaining accurate LIDAR data in cold weather, hot condensing, or high humidity conditions where the tendency to induce fog into the pipeline or condensation on the sensor is the greatest.)
- e. The LIDAR system **shall** be capable of transmitting continuous, multi-echo range and bearing data from the LIDAR unit within the pipeline to topside viewing station.
 1. The transmission of the LIDAR data **shall** be digital.
 2. The transmission of the LIDAR data **shall** be continuous.
 3. The transmitted data **shall** be logged in digital format for subsequent viewing and analysis operations.
 4. The transmitted data **shall** be electronically synchronized with other data sensors and footage counters.
- f. the LIDAR unit **shall** have the following properties:
 1. Measure the full 360-degree profile of the non-submerged portion of pipeline interior.
 2. The Near Field Ranging Limit **shall** not exceed 0.1 meters.
 3. The Far Field Ranging Limit **shall** be at least 30 meters.
 4. Support 40 Hz scan rates or higher and be Class 1, eye-safe for operator safety in accordance with OSHA requirements. and have an Operating Wavelength near infrared range (not visible to the naked eye) with a nominal value of 905 nm
 5. Capable of providing data that eliminates six degree-of-freedom sensor alignment problems.
 6. Reporting dimension accuracy: within 0.1% of the host pipe inner diameter or 1/8-inch, whichever is more stringent.
 7. Scanning resolution density: individual scanned LIDAR points **shall** be spaced apart at a distance no greater than 0.1% of the host pipe inner diameter or 1/8-inch, whichever is more stringent.

8. The Angular Resolution shall be 0.25 degrees or better.
- g. Crawling 3D LIDAR shall:
 1. Utilize 3D LIDAR fanned laser technology.
 2. Capable of measuring distances to objects and surfaces in pipes and providing a 3D point cloud of the interior of the pipe.
 3. Produce high resolution 3D wall scans that can be converted to CAD drawings and tabular output formats.
- h. Floating 2D LIDAR, to be deployed only upon prior approval by Engineer shall:
 1. Utilize 2D LIDAR laser technology.
 2. Capable of measuring distances to objects and surfaces in pipes and to be capable of providing a 2D cross-section of the interior of the pipe.
 3. Produce high resolution 2D wall scans convertible to CAD drawings and tabular output formats.
- i. Sensor Data Recording:
 1. Scan entire length of pipe, with no gaps between individual scans.
 2. Laser inspection is represented by one manhole-to-manhole pipe segment or other access-to-access point; not multiple manhole-to-manhole segments.
 3. Scan in direction of flow, except while platform is being used in a reverse setup. Inspect from upstream to downstream, unless prohibited by obstruction.
 4. Conduct inspection with crawling, tractor-mounted, 3D LIDAR fanned laser equipment. If conditions preclude inspection using tractor platforms, jetter trucks may be used to string tag lines to facilitate inspection with tractor platforms.
 5. With prior approval of Engineer, use floating, raft-mounted, 2D LIDAR equipment if conditions do not allow use of crawling, tractor-mounted, 3D LIDAR fanned laser equipment.
 6. If equipment will not pass through entire line segment due to obstruction, set up equipment so inspection can be performed from opposite manhole.
 7. If upstream (reverse) setup, is required, establish new inspection run separate from downstream (normal) setup.
 8. Keep sensors clean and clear. If material or debris obscures image or causes reduced input, clean or replace sensors prior to proceeding with recording operation.
 9. Provide recordings without distortion or outside interference.
 10. Inspect line segments from structure-to-structure on same hard drive in continuous run.
 11. Do not perform partial inspection on one hard drive and then complete run on another hard drive.

12. If line is partially inspected, as a result of an excusable condition, (for example, collapsed line), televised length will be reviewed by Engineer for acceptability.
13. If portion of line is unacceptable, reinspect entire segment.
14. Engineer may accept physical inspection that does not adhere to minimum standards if adverse conditions are encountered and reinspection is not advised. In such a case, enough data **shall** be provided to permit accurate assessment.
15. If sensors on the platform interfere with one another during inspection and result in incomplete or poor quality data, make required modifications to the equipment and repeat inspections.

j. Laser data requirements include:

1. Summary reports compiling data from multiple inspections, including at minimum:
 - i. individual survey results in tabular form including location and extent of:
 1. corrosion
 2. deformation
 3. obstructions
 4. defects
2. portions of the system that were not successfully assessed, and all mapping discrepancies such as unlocated manholes and misalignments.
3. Sub-meter coordinates for manholes.
4. If required by the Engineer, the Georeferenced 3D point clouds:
 - i. Provide 3D point clouds georeferenced to x, y, and z coordinates for each scan and label by the corresponding pipeline footage.
 - ii. Carry referencing x, y, and z coordinates from surface sub-meter GPS equipment to pipe invert to establish the 3D point cloud
 - iii. Reference coordinates to pipeline footage.
 - iv. If individual point clouds are required for specific locations requested by the Engineer, the point clouds **shall** be compiled for at least 50 linear feet centered on the specific location identified.
 - v. Identify vertical and horizontal points of inflection in the pipe alignment from the point clouds, and display them in a graphical report with annotations of the measured angle of the inflection.
 - vi. If floating, raft-mounted 2D LIDAR equipment was used, georeferenced 3D point clouds are not required.
5. Tabular output showing maximum, minimum, and average radius measurements, presented from the center of the pipe, for every clock position (12:00, 1:00, 2:00, 3:00, etc.) for 5-ft long section intervals along pipe alignment.
6. A results summary table listing footage by 5-ft long section increments, scan number,

vertical diameter, horizontal diameter, max & average ovality.

7. Pipe graph precision scans of approximately 5-ft long section increments with color coded dimension measurements.
8. Cross section precision scans of approximately 5-ft increments with color coded dimension measurements.
9. Precision ovality scans accurate to the same tolerance as required for internal dimensions in paragraph 815-7 f.7.
10. Include a quality review certification, signed by NASSCO PACP certified staff other than the original post-processor, on final laser report.

815-8 HD CCTV Camera:

- a. The CCTV camera system **must** be waterproof, corrosion resistant, and have a protective enclosure specifically designed to survive the rigors of the sewer environment.
 1. The CCTV camera system **must** operate over the temperature range -10 C to 50 C.
 2. The CCTV camera system **shall** contain an imaging sensor that has full resolution color.
- b. The imaging sensor **shall** have selectable automatic or manual exposure.
 1. The imaging sensor **shall** have a dynamic range of 55db.
 2. The imaging sensor **shall** have sensitivity of 1.5 lux at F1.0.
 3. The imagine sensor **shall** have selectable automatic or manual white balance.
- c. The CCTV System **shall** be capable of transmitting live video from the CCTV camera within the pipeline to the topside viewing station.
 1. The transmission of the video signal from the CCTV camera to the topside viewing station **shall** be digital.
 2. The digital video signal **must** be capable of transporting full frame rate video at distances of at least 2,000 linear feet (600 linear meters) without distortion of the topside video image.
- d. The CCTV camera **shall** be high definition with a resolution of at least 2048 x 1536 pixels.
 1. The frame rate at full resolution **must** be at least 10 frames/sec.
 2. The frame rate at ½ (1280 x 1024) resolution **must** be at least 30 frames/sec.
- e. The deliverable requirements for HD CCTV are outlined in section 815-12

815-9 ACOUSTIC PIPE ASSESSMENT: The purpose of acoustic pipe assessment is to identify pipe segments containing blockages or other sewer maintenance issues impeding proper sanitary sewer function. Results from these inspections will be utilized to prioritize performance of additional assessment activities as well as additional sanitary sewer system corrective actions.

- a. The acoustic pipe assessment system **shall** be capable of inspecting pipe sizes ranging from 6" through 12" using active acoustic transmission (transmit on one end of the pipe, receiver on the other end of the pipe). Active transmission of sound for an individual inspection should be limited to no more than four (4) minutes of transmission time.
- b. The system **shall** be capable of inspecting an individual pipe length up to 800 linear feet. Each segment **must** be tested independently when possible. The Consultant **shall** not shoot through multiple manholes. If an unknown manhole is found between the receiving manhole and the transmitting manhole, the Consultant **shall** document the new manhole, verify connectivity and add the segment to the inspection record.
- c. If possible, the Consultant **shall** not shoot through 90° bends. If a 90° bend is encountered, the Consultant **shall** document the bend and notify the Engineer.
- d. If the Consultant encounters an active drop structure, the transmitting module **shall** be placed in the manhole with the active drop structure.
- e. The device **shall** contain a USB connection or similar to allow for downloading of inspection data to a computer.
- f. Acoustic inspection results **shall** be provided on the device within three (3) minutes of completion of each individual inspection.
- g. The device(s) **shall** not need to come into contact with the waste flow and **shall** not require penetration of more than two (2) feet into the manhole or access point.
- h. The device(s) **shall** be battery-powered with the capability of performing at least 35 measurements on a fully charged battery.
- i. Acoustic testing **shall** not be performed during wet weather or saturated ground conditions. Wet weather is defined as days where greater than 0.5 inches of rain falls in any consecutive twelve hour period. The intent of the Owner is to perform acoustic inspections during times when the system is not surcharged following a rain event to assess the pipes for blockages that remain during dry conditions.
- j. Surcharged conditions **shall** be reported to the Engineer immediately.

815-10 ACCURATE MAPPING PROBE INSPECTION: This specification covers the use of probes to gather x,y and z data for pipelines for the purpose of collecting accurate geographic information for the pipeline.

- a. The probe **shall** be capable of inspection in a minimum pipe diameter of 3" for gravity and pressure sanitary sewer lines, in any and all pipe materials including VCP, iron, plastic and concrete.
- b. The accurate mapping probe **shall** be capable of measuring angular and linear velocity changes, in multiple gyroscopic orientations at 100 measurements per second.
- c. The data obtained **shall** be delivered in 10 business days or less and **shall** include the following:
 1. Inclination reports depicting segment slope and grade (%), coordinates and elevations of pipe at minimum one foot increments, station ID, and linear difference between horizontal and vertical points at minimum one foot intervals

2. ESRI SHP files, including line segments representing pipe, and points representing manholes to be used for as-builts
 3. AutoCAD DXF and DWG files of plan and profile plots
 4. Google Earth KML files of pipes and manholes
 5. Field Reports
 6. PDF plan and profiles plots
- d. Plan and profile plots **shall** include both the data obtained from the accurate mapping probe inspection and data obtained from the design plan sheets.

815-11 TELEVISION INSPECTION OF MANHOLES OR WET WELLS: This specification covers “non- entry” inspection of manholes and wet wells using internal video equipment for the purposes of assessing thoroughness of cleaning, observing and recording structural and service lateral defects and construction features and to verify new sewer construction prior to acceptance.

a. Operations:

1. Each manhole or wet well inspection unit is to consist of a self-contained vehicle with separate areas for viewing and storage complete with the following equipment as a minimum:
 - i. Fans and blowers capable of removing fog that may be present in sewers at the time of the inspection.
 - ii. Video cameras, lighting, cables and power source.
 - iii. Video monitor, DVD recorder and digital video recorder.
 - iv. Computer system with video capture card or dedicated unit and other related equipment.

b. Video Inspection Equipment

1. Digital panoramic view manhole inspection system:
 - i. The inspection camera system **must** be 100% digital. Any analog or NTSC video camera will be deemed unacceptable.
 - ii. The inspection camera system **must** have two independently or simultaneously controlled digital cameras, one facing in the downward direction and one facing in the upward direction. Each camera **must** have a minimum of 185 degree field of view.
 - iii. The inspection camera system **must** illuminate the interior of the manhole using a xenon strobe light. The light **shall** be positioned 360 degrees around the camera lens to distribute the light evenly onto the structure walls. The lighting **must** be able to illuminate manholes up to 120” in diameter without the need of any auxiliary lighting.
 - iv. The inspection system **shall** produce individual images or frames with no more than 0.001 inches of movement during image or frame exposure to produce crisp, clear images.
 - v. The inspection camera **must** provide a minimum of 3000 lines of vertical resolution in the side view and a minimum of 500 lines in the perspective view.

- vi. The system **must** be capable of inspection speeds of 14 inches per second to ensure maximum production per day with each inspection system and to minimize the time at each location.
- vii. Digital panoramic view manhole inspection system **shall** be Panoramio® SI 3D Optical Manhole Scanner as manufactured by Rapidview IBAK or approved equal.

2. Pole mounted video equipment:

- i. **Pole mounted (non-panoramic view) video equipment will only be allowed in situations that present access issues for the Digital panoramic view manhole inspection system.** Use of this equipment **must** be approved by the Engineer prior to inspection.
- ii. Video camera capable of panning 360° and tilting 270° with optimum picture quality provided by focus and iris adjustment. Focal range to be adjustable from 100 millimeters to infinity.
- iii. Adjustable light source to allow an even distribution of light around the manhole perimeter without loss of contrast, flare out of picture, or shadowing. Ensure lighting illuminates the sewer or manhole ahead of the camera to be able to determine general condition, features and upcoming defects.
- iv. Video overlay equipment capable of superimposing a minimum of 15 lines with up to 30 characters per line of alphanumeric information onto the video recording.
- v. A pole mounted device for manhole or wet well inspections that will securely orient the camera with the 12:00 video position facing north and capable of moving the camera through the entire vertical length of the manhole or wet well in a systematic manner.

3. Pole mounted zoom camera video equipment:

- i. **Pole mounted zoom camera video equipment will only be used for pipeline lamping inspection.** Use of this equipment **must** be approved by the Engineer prior to inspection.
- ii. Video camera capable of panning and tilting with optimum picture quality provided by focus and iris adjustment. Minimum zoom **shall** be 18x optical.
- iii. Adjustable light source to allow an even distribution of light in pipeline being lamped without loss of contrast, flare out of picture, or shadowing. Ensure lighting illuminates the sewer ahead of the camera to be able to determine general condition, features and upcoming defects.
- iv. Video overlay equipment capable of superimposing a minimum of 15 lines with up to 30 characters per line of alphanumeric information onto the video recording.

c. Manhole Inspections:

- 1. Manhole inspections are used to determine the location and the physical condition and isolate current and possible infiltration and inflow sources. Each component of the manhole is inspected to establish a complete inventory, update existing records, and/or identify defects.
- 2. When performing manhole inspections, always follow all safety rules and regulations. All crew members are required to have the necessary safety

training prior to performing any field work.

3. Do not spend more than 30 minutes trying to find a manhole. If the manhole cannot be found in that time, list it as Could Not Locate (CNL) in the designated location on the Manhole Inspection Form. If the manhole can be located outside of the roadway but is buried by less than or equal to one foot, then the manhole **shall** be exposed with hand tools, inspected, and restored to its original conditions.
4. Once the location has been secured for safety, always open the manhole cover and verify that;
 - i. You are at the correct manhole.
 - ii. That the manhole can be inspected (MH is not surcharged, broken lid, unsafe, gas etc.).
5. Digital panoramic view manhole inspection system **shall** provide superior imagery and geometric data as compared to traditional methods. The Consultant **shall** provide the Owner with the software required to view the digital film file in the way that the Consultant can view them, including full control of the virtual pan and tilt. The digital film files **must** include the following:
 - i. An unfolded view of the manhole with a minimum of 3000 lines of vertical resolution.
 - ii. The capability to produce a three dimensional representation of the manhole structure.
 - iii. A distortion-free virtual pan and tilt allowing the review of the manhole structure from any angle at any depth. The virtual pan and tilt **must** be able to view 360 degrees in any direction. The virtual pan and tilt **must** consist of views from the top and bottom camera, any virtual pan and tilt that artificially create this view from a single camera will be deemed unacceptable due to distorted images on the direct side view.
 - a. The virtual pan and tilt and up/down direction of the view **must** be able to be controlled from a computer mouse.
 - b. The virtual pan and tilt and unfolded views **must** be able to be viewable by the Owner without the need of any third party data logging software.
6. Gather the following information for MH inspection:
 - i. General Data - Document the following items:
 - A. MH Number
 - B. Project Number
 - C. Date/Time
 - D. Inspector/Company Initials
 - E. Digital Photo Numbers & File Names
 - F. MH location
 - G. Surface Type
 - H. Precipitation
 - I. Traffic
 - J. Details of Incoming Pipes
 - K. MH Depth
 - L. MH Diameter
 - M. Flow Depth

- ii. Manhole Cover- Inspect the cover before and after it has been removed from the frame. Be sure to inspect both sides of the cover. The cover inspection should include:
 - A. Cover Diameter
 - B. Cover Type
 - C. MH Cover Condition
 - D. MH Cover to Rim fit
 - E. Distance above or below grade

- iii. Frame and Grade Adjuster- The frame is the "seat" for the manhole cover. The grade adjuster is used in construction to adjust for difference between the top of the cone and the surface. It is important to understand that not all manholes will have an adjuster. inspection includes:
 - A. Frame Condition
 - B. Frame to MH Seal
 - C. Insert
 - D. Riser Type
 - E. Riser Condition
 - F. Evidence of I/I from Riser

- iv. Inspect MH Cone - The cone is used to reduce the size of the manhole body to the size of the adjuster or the cover. The cone inspection includes:
 - A. MH Wall and Cone Type
 - B. Cone Condition
 - C. Evidence of I/I from Cone

- v. Document the Cone Shape:
 - A. Concentric
 - B. Eccentric
 - C. Flat Top

- vi. Document the MH Wall Construction:
 - A. Wall Condition
 - B. Evidence of I/I from Wall
 - C. No. of Steps

- vii. Bench - The bench is the floor or the base of the manhole. Clean the debris and/or redirect flow prior to inspection if necessary to reveal bench.

- viii. Inspect bench for Defects - Depending on the construction several different defects are possible. Most common defects are cracks, leaking construction joints and roots:
 - A. Bench and Invert Type
 - B. Bench and Invert Condition
 - C. Evidence of Infiltration at Bench and Invert
 - D. Bench Deposits
 - E. Work Order Issued

d. Operator Qualifications for Inspection and Condition Coding:

1. Provide a minimum one operator on site at all times with each inspection unit

who holds a valid certificate in Manhole Assessment & Certification Program (MACP) or an acceptable alternate training program. Ensure each operator is fully trained in all aspects of manhole inspection and capable of making accurate observations and recording all conditions that may be encountered in manholes.

2. Perform inspection work only when MACP certified operators are operating on site.
3. Submit a valid copy of the MACP Operators Certificate for each operator to the Engineer as outlined in Submittals.

e. Manhole Condition Coding:

1. Perform manhole condition coding in accordance with the requirements of the latest revision of MACP as developed by the National Association of Sewer Service Companies (NASSCO) as amended by the Owner.
2. Record GPS coordinates (+/- 1 meter accuracy), manhole designation, place names and other data in accordance with this specification. If GPS coordinates cannot be obtained due to tree or cloud cover, Consultant **shall** note this on the inspection form. Conventional surveying is not required.

f. Pipeline Lamping Inspection:

1. Pipeline lamping inspections are used to determine any defects and the physical condition of the most upstream and downstream ends of a pipe.
2. Only perform pipeline lamping inspections on the mainline connections in the manhole.
3. When performing Pipeline Lamping Inspections, note all defects and the approximate distance of the defects in the pipeline lamped in a log form and an electronic database.

815-12 DELIVERABLES:

- a. A digital video recording **shall** be made by the Consultant of all pipe and manhole sections television inspected and photographed. Each line segment and manhole **shall** be recorded and saved in a continuous single digital video file labeled in accordance with the format shown below. The digital video will include a complete "color" video and audio record of the entire inspection. The digital video **shall** have the capability of permanently displaying information concerning the segment inspected, including the date, upstream and downstream manhole (MH) numbers, GPS manhole coordinates, the size of pipe, and the footage counter.
- b. All digital video files **shall** also be submitted on portable hard drive or other pre-approved storage media with a file reference number, which have been scanned for viruses. The storage media index sheet **shall** be labeled with the media reference number, the project name, project number, date of inspection(s), and upstream and downstream manhole numbers listed by line segments as they appear on the storage media. The television inspection **shall** be recorded directly to digital format as specified herein. Recording to VHS or other media and converting to digital format are not acceptable.

File Naming: xxx-xxxxx_yyy-yyyyy.mpg where

x= upstream manhole and y= downstream manhole. xxx, yyy - Numerical 3-digit Pump Station Area xxxxx, yyyyy – Numerical 5-digit Manhole Number

- c. The inspection sheets, electronic database, and storage media of all television inspections of sewer lines and manholes shall be kept by the Consultant and submitted to the Owner on a bi-weekly basis. Monthly submittals may be granted with approval from Engineer. Monthly Payment Request will be based on data submittal(s) for the month of the payment application. Consultant shall include an electronic spreadsheet listing all manholes inspected and included in the submittal. All inspection sheets shall be submitted on a standard inspection form which has been reviewed and approved by the Owner and shall be completed electronically. PDF electronic copies of the inspection sheets, CNL forms and Map Edit Forms shall be submitted on approved storage media. The digital videos, images, files and storage media shall become the property of the Owner.
- d. The Engineer shall provide an unpopulated electronic database. The Consultant shall populate the database with pipe defects/condition information as indicated in the PACP. The Consultant shall not make any design changes to the database prior to submittal. The Engineer will perform a quality assurance check of the defect database. Any inconsistencies, irregularities, errors, or incomplete data will be returned to the Consultant for resolution and correction at no additional cost to the Owner.
- e. Unless authorized by the Engineer, television inspection shall not be conducted in sewer lines with sewer flow. It shall be the Consultant's responsibility to dewater the lines as necessary in order to achieve the above criteria and shall be included in the cost of the television inspection. If plugging, blocking or bypassing is necessary sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and as outlined more specifically in Specification 813 Sewer Flow Control.
- f. The Consultant shall complete and submit a Map Edit form provided by the Owner for any field condition that is not shown or is different from that shown on the original maps. These forms shall be submitted with the inspection forms.
- g. GPS coordinates (+/- 1 meter accuracy) will be recorded for the upstream and downstream manholes based on the La. State Plane Coordinate System (south) whenever any physical inspection is performed.

815-13 MEASUREMENT:

- a. **Television Inspection:** Measurement for this Item shall be made on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services. One setup shall be included in each mainline segment.
- b. **Sonar Inspection:** Sonar may be substituted for television inspection with the permission of the Engineer. Measurement for Sonar Inspection shall be made on a linear foot basis, measured to the nearest whole foot, from the center of the upstream manhole to the center of the downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services. One

setup shall be included in each mainline segment.

- c. **Acoustic Pipe Inspection:** Measurement for this Item shall be made on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole. One setup shall be included in each mainline segment.
- d. **Accurate Mapping Probe Inspection and Data Delivery:** Measurement for this Item shall be made on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole. One setup shall be included in each mainline segment.
- e. **Lateral Television Inspection:** Measurement for this item shall be made per each “long- side” service lateral inspected from the mainline to the cleanout or from the cleanout to the mainline. “Short-side” lateral inspections will only be measured for payment if Engineer specifically requested Consultant to inspect.
- f. **Additional Television Set-up:** Measurement for this Item shall be made per each for one additional equipment set-up after the initial set-up per mainline segment.
- g. **Manhole Inspection:** Measurement for this Item shall be made per each manhole inspected.
- h. **Pipeline Lamping Inspection:** Measurement for this item shall be made per each pipe segment connection in manhole inspected.
- i. **Manhole CNL:** Measurement for this Item shall be made per each manhole to be inspected; however the manhole could not be located after 30 minutes of investigation is completed.
- j. **CCTV Inspection Unit with Operator & Helper:** Measurement for this item shall be on an hourly basis, rounded up to the nearest half hour. Standard and Non-Standard Hours are defined in accordance with subsection 815-1.1.
- k. **3D Lidar, Sonar, HD CCTV Inspection:** This technology may be substituted for television inspection with the permission of the Engineer. Measurement for shall be made on a linear foot basis, measured to the nearest whole foot, from the center of the upstream manhole to the center of the downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services. One setup shall be included in each mainline segment.
- l. **2D Lidar, Sonar, HD CCTV Inspection:** This technology may be substituted for television inspection with the permission of the Engineer. Measurement for shall be made on a linear foot basis, measured to the nearest whole foot, from the center of the upstream manhole to the center of the downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.

815-14 PAYMENT:

- a. **Television Inspection:** Payment of this Item will be full compensation for television inspection, one equipment set-up per mainline segment, dewatering, camera retrieval, defect coding, report, storage media production and other deliverables in accordance with the specifications. No mainline segment will be paid until lateral television inspection has been attempted and/or completed for that mainline segment.
- b. **Sonar Inspection:** Payment of this Item will be full compensation for sonar inspection,

one equipment set-up per mainline segment, dewatering, equipment retrieval, defect coding, report, and storage media production in accordance with the specifications.

- c. **Acoustic Pipe Inspection:** Payment of this item will be full compensation for all costs associated with the acoustic pipe assessment of sewer lines and preparation and delivery of data.
- d. **Accurate Mapping Probe Inspection and Data Delivery:** Payment of this item shall include all costs associated with the accurate mapping probe inspection of sewer lines, map building, and preparation and delivery of data.
- e. **Lateral Television Inspection:** Payment of this item will be full compensation for television inspection of “long-side” laterals from the main sewer line to the private property line (or cleanout), dewatering, equipment retrieval, defect coding, report, and storage media production in accordance with the specifications. This will be the total payment whether mainline or cleanout introduction of the camera is used. “Short-side” lateral inspections will only be paid if Engineer specifically requested Consultant to inspect. For lateral television inspection, setup shall be included in this pay item and no additional setups will be paid for this Work.
- f. **Additional Television Set-up:** Payment for this Item will be full compensation for the additional equipment set-up cost for full length mainline camera inspection after encountering blockage.
- g. **Manhole Inspection:** Payment of this item will be full compensation for preparatory cleaning, television inspection of the full depth of the manhole, top and bottom conditions, completion inspection report, storage media production, necessary video viewing software and other deliverables in accordance with the specifications.
- h. **Pipeline Lamping Inspection:** Payment of this item will be full compensation for zoom camera inspection of the pipeline, completion of inspection report, storage media production, necessary video viewing software and other deliverables in accordance with the specifications.
- i. **Manhole CNL:** Payment of this item will be full compensation for investigating the location of a manhole designated for inspection after a minimum 30 minutes of time is spent attempting to locate the manhole, completion of the UTC form, storage media production and other deliverables in accordance with the specifications. This item will only be paid if 30 minutes of investigation is completed and manhole inspection cannot be performed because of failure to locate manhole and is approved by the Engineer.
- j. **CCTV Inspection Unit with Operator & Helper:** Payment of this Item will be full compensation for mainline television inspection, lateral television inspection, all required equipment set-ups, dewatering, camera retrieval, defect coding, report, storage media production and other deliverables in accordance with the specifications. Either linear footage rates or hourly rates for CCTV inspection will be paid, the items will not be combined.
- k. **3D Lidar, Sonar, HD CCTV Inspection:** Payment of this Item will be full compensation for multi-sensor inspection, one equipment set-up per mainline segment, dewatering, equipment retrieval, defect coding, post-processing, report, and storage media production in accordance with the specifications.
- l. **2D Lidar, Sonar, HD CCTV Inspection:** Payment of this Item will be full compensation for multi-sensor inspection, one equipment set-up per mainline segment, dewatering,

equipment retrieval, defect coding, post-processing, report, and storage media production in accordance with the specifications.

SECTION 816 DYE-WATER FLOODING

816-1 SCOPE OF WORK: Dye-water flooding will be used to perform leak investigations, test manhole connections and locate cross connections between sanitary and storm sewer systems. Dye-water flooding will be accomplished by flooding the ground surface or a pipe segment with color-dyed water to simulate a storm water runoff condition. Dye-water flooding may or may not be performed in conjunction with CCTV inspection. It will be at the discretion of the Engineer to determine which lines will be dye-water flooded and televised.

816-2 PRODUCTS:

- a. Introduction of dye **shall** be in the method and amounts recommended by the manufacturer.
- b. Dye products **shall** be non-toxic and biodegradable designed for plumbing testing. Water used to dilute the dye **shall** be clean and clear to develop a brilliant color mixture.
- c. Consultant **shall** maintain multiple copies of the MSDS sheets of the dye products on site to respond to all inquiries for information.

816-3 EXECUTION:

- a. Public notification and coordination with the City's Police and Fire Departments with local jurisdiction **shall** be accomplished according to the following:
 1. Three working days prior to the test of any line segment and prior to beginning the testing, the Consultant **shall** go door-to-door to distribute an Owner approved Homeowner Notification Door Knockers describing dye testing.
 2. On the day of test, prior to commencing operations, Consultant **shall** knock on the doors of all structures potentially impacted by the testing to personally notify occupants. Also Consultant **shall** notify the appropriate local authorities prior to the beginning of any dye testing and will be responsible for maintaining close coordination with the local Police and Fire Departments regarding the dye tests.
- b. Introduce dye treated water into the area of interest, as identified by smoke testing, and visually observe or video leaks of dye into areas of interest.
- c. The results of the observations of dye-water flooding and testing **shall** be recorded in the CCTV inspection database for each line segment tested. The CCTV operator **shall** include a written comment in the inspection report that details the status of the dye test. Comment **shall** include a unique smoke leak ID that can be used to confirm which area of interest was being dye tested throughout the process of the video inspection. Additional information in the comment may include the location of flooding, lines plugged, location(s) flooded along line, locations of leaks observed in sanitary sewer pipe, and any other pertinent information regarding the test results which would affect a sewer rehabilitation decision.
- d. Photographs **shall** be taken of the dye-water flooding in progress and, when

possible, photographs shall be made of leaks located. Photos shall include a photo of the dye applied to the above ground feature that is being tested as well as a photo of the leak captured from the CCTV inspection. An electronic database will be provided by the Owner including this information.

816-4 MEASUREMENT: Measurement for dye water flooding when used to locate cross connections shall be the actual count of each set-up where dye water flooding with or without television inspection. If a segment or section of pipe is to be flooded and inspected, the dye water flooding is to be measured by the actual linear feet of flooded section.

816-5 PAYMENT: Payment of the amount bid for dye water flooding for cross connection identification will be made based on the quantity as measured which shall be full compensation for dye products, sewer flow control, equipment set-up, cleanup, electronic and hard copy reports in accordance with the specifications, and all else incidental thereto for which separate payment is not provided under other items. If required for inspection, separate payment will be made for CCTV inspection in accordance with the Section 815.

SECTION 823 SANITARY SEWER LINE CHEMICAL ROOT CONTROL TREATMENT

823-1 DESCRIPTION: This Work shall include, but not necessarily be limited to, application of chemical root control agent to sanitary sewers in order to kill the root growth present in the lines and to inhibit re-growth without permanently damaging the vegetation producing the roots.

823-2 GENERAL:

823-2.1 Consultant Responsibilities:

- a. The Consultant shall provide all labor, materials, equipment, and incidentals necessary to perform the chemical root control treatment of designated sewer lines and manholes as required in this specification.
- b. The Consultant shall ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to handling and transportation of material (LaDOTD), the application and use of any hazardous materials and sewer root control herbicides (U.S. Environmental Protection Agency), disposal of all pesticide containers, and traffic safety regulations.
- c. The Consultant shall employ a State Certified Pesticide Applicator on the job site at all times of chemical root control operations.
- d. The Consultant shall provide Pollution Liability Insurance; in addition to all other insurance and bonds required by this Contract. The coverage shall protect the Consultant, the Owner, and Owner's agents from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum limit of such insurance shall be \$5,000,000 total loss.
- e. The Consultant shall provide a money-back guarantee on all work in accordance with subsection 823-7.

- f. Satisfactory precautions **shall** be taken to protect the sewer lines from damage that might be inflicted by improper use of the equipment. Whenever hydraulically propelled cleaning tools that depend upon water pressure to provide their cleaning force, or any tools that retard the flow of water in the sewer line, are used, precautions **shall** be taken to ensure that the water does not cause damage or flooding to public or private property.
- g. Water for this Work **shall** be purchased by the Consultant and obtained at locations in accordance with the utility owner, as directed. If the water is obtained from a potable supply, appropriate backflow prevention devices as identified in Part XII Water Supplies by the La. Department of Health and Hospitals **shall** be provided to protect the potable system from cross connections and contamination. Consultant **shall** be solely responsible for preventing cross contamination of any public or private water systems used for this purpose.
- h. No fire hydrant **shall** be obstructed or used when there is a fire in the area.
- i. Consultant **shall** remove the water meter(s)/piping, etc. from all fire hydrants at the end of each working day.
- j. The Consultant is responsible for all property damage and for all cleanup and restoration associated with any chemical spill. The Consultant is also responsible for any damages caused by sewer stoppages or backups caused by the Consultant's operations, actions or lack of action.
- k. The Consultant **shall** use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- l. The Consultant will keep complete and accurate records of each day's operation. Records **shall** show, as a minimum, the date of treatment, the pipe segment treated (USMH# to DSMH#), pipe diameter and length, number of service laterals along segment, and other pertinent information.
- m. At the direction of the Engineer, the Consultant **shall** return no earlier than 4 months and no later than 6 months from the date of treatment, in order to evaluate the effectiveness of root treatment in the individual mainline segment, and to arrange any free guarantee work that may arise. This guarantee evaluation work **shall** be coordinated and scheduled with the Engineer at least 2 weeks in advance of planned start.

823-2.2 Qualifications:

- a. Chemical Root Control Consultants **shall** have a minimum of five (5) years of direct and continuous experience applying chemical sewer root control agents in jobs of similar size and scope to the work specified herein. In addition, Consultant **shall** have successfully treated in excess of 750,000 linear feet of sanitary sewer mainlines in wastewater collection system applications with its own personnel.
- b. The Chemical Root Control Consultant **shall** be licensed as a pesticide-application business with the Louisiana Department of Agriculture.
- c. **All work shall be performed by Certified Pesticide Applicators licensed with the Louisiana Department of Agriculture.** Certified Pesticide Applicators employed on this project, **shall** have a minimum three (3) year's experience in performing the type of work specified, as a Certified Pesticide Applicator.

823-2.3 Submittals:

- a. Prior to receiving the Notice to Proceed at the pre-construction meeting, the Consultant or manufacturer **shall** submit all data sheets for chemical root control agent and surfactant system to be used on the project. This submittal **must** show at a minimum compliance with the requirements included in subsection 823-3.
- b. The Consultant **shall** submit a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities and operations. At a minimum, this study **shall** address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product.
- c. The Consultant's Federal DOT number and material EPA registration number **must** be submitted within ten (10) days after Consultant Selection.
- d. **Qualifications:** Submit documentation showing that the Chemical Root Control Consultant and personnel meet the minimum required qualifications stated in Section 823-2.2. Include a list of projects showing Consultant's experience applying chemical sewer root control agents in jobs of similar size and scope to the work specified herein. Information **must** include, but not be limited to date and duration of work, location, pipe information (i.e. length, diameter, depth of installation, pipe material, etc.), project owner information (i.e. name, address, telephone number, contact person), and the contents handled by the pipeline (water, wastewater, etc.). Submittal **must** also include the company's pesticide application license and personnel's pesticide applicators certifications from the Louisiana Department of Agriculture. **The selected Consultant shall complete and submit the required qualifications to the Engineer within ten (10) days after the Consultant Selection.**
- e. Traffic Control **shall** be the responsibility of the Consultant. Any necessary lane closures **shall** require a permit from the City-Parish Traffic Engineering Division or the LaDOTD. Copies of the permits **shall** be submitted to the Engineer prior to commencing Work.
- f. The Chemical Root Control Consultant **shall** submit written and video evidence of root control effectiveness for the 4-6 month evaluation during the first year of the guarantee period.

823-3 MATERIALS: The chemical root control agent **shall** be registered with the United States Environmental Protection Agency (EPA) and the Louisiana Department of Agriculture, prior to the bid opening, and **shall** be labeled for use in sewers to control tree roots. The chemical root control agent **shall** contain an active ingredient for controlling sewer roots and deterring their re-growth. There **shall** also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

- a. Active Ingredient:
 1. **Shall** be a Category "E" compound, the most favorable rating attainable on the EPA's chronic exposure toxicological rating scale.
 2. **Shall not** be considered a carcinogen, teratogen, mutagen, or oncogen, by the EPA.
 3. **Shall** carry a "signal word" assigned by the EPA of either "Warning" or "Caution" on the product label. Pesticides labeled with the signal word "Danger" will not be accepted.

4. **Shall** be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and the public through inhalation.
5. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.

b. Surfactant system:

1. **Shall** produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. **Shall** enhance the penetration of herbicide into root masses.
3. Surfactants designed to foam chemically, upon contact with water, **shall** not be accepted.

The chemical root control agent **shall** be Razorooter™ II or approved equivalent product. Use of any substitute or equivalent material **must** be approved by the Engineer in writing. Should the Consultant wish to use any brand of material other than as specified herein, Consultant **shall** submit to the Engineer for review, complete descriptive literature naming the proposed substitution, manufacturer, and all necessary data showing compliance with the requirements set forth in this specification.

823-4 PROPERTY DAMAGES CAUSED BY THE CONSULTANT: Should the Consultant or his employees cause any damage to public or private property, the Consultant will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Consultant under this contract with the Owner. The Consultant **shall** not be responsible for any damages caused by sewer stoppages after the course of treatment.

823-5 PROTECTION OF WASTEWATER TREATMENT PLANT: The Consultant **shall** take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient **shall** not adversely affect wastewater treatment plant processes, in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the Work, the Consultant **shall** immediately suspend all applications, at the direction of the Owner. The Consultant **shall** continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

823-6 EXECUTION: All work **shall** be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications **shall** be done by foaming or other methods as provided on the product label.

- a. The application of material **shall** be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the “wye” connections. The foam **shall** be generated through the use of air injection equipment, and the foam **shall** be pumped into the sewer under pressure as foam. Foam quality **shall** be sufficient to penetrate “wye” connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam “chemically” on contact with water **shall** not be accepted.
- b. Manholes used to access a mainline sewer segment for treatment (Access Manholes) **must** be treated as part of the main line treatment and included as part of the main line section price per foot.
- c. Consultants submitting products for use that prohibit the active pumping of root control

pesticide product within 50 feet of access manholes **must** submit an application plan to treat the remaining 50 feet of pipe and manholes that is consistent with label instructions and without exposing applicators, Owner's personnel, and bystanders to pesticide vapors. Particular attention **must** be paid to large diameter pipe and manholes, in which simple purging of the hose will not produce sufficient foam to guarantee full coverage of pipe and manhole walls.

- d. Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines **shall** not be used prior to, or during the treatment process.

823-7 GUARANTEE: For each sewer segment (manhole-to-manhole) that is treated under the Contract, the Consultant **shall** guarantee the work as follows. At the option of the Owner, the Consultant **shall**, at his own expense, **re-treat a sewer segment, or refund 100% of the payment received to treat that section**, in the event that:

- a. live roots are found in the mainline segment during the 4-6 month effectiveness evaluation as defined in subsection 823-2.1(m); or,
- b. the segment plugs up and floods due to tree-root obstructions within a period of two (2) years, beginning on the date of treatment, and ending two (2) years after the date of treatment.

Consultant will provide a three (3) year guarantee on any paid repeat applications that are performed within six (6) months of the expiration date of the previous guarantee period. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Consultant is not responsible for any damages caused by main line sewer stoppages after the course of treatment, regardless of cause. The decision of the Owner as to the cause of a stoppage is binding.

823-8 MEASUREMENT:

- a. **Chemical Root Control:** Measurement for this item **shall** be on a linear foot basis, measured to the nearest whole foot, from center of upstream manhole to center of downstream manhole for the various sizes listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.

823-9 PAYMENT:

- a. **Chemical Root Control:** Payment for this Item **shall** be full compensation for all labor, equipment, traffic control, plugging, chemical root control agent, water, water meter, debris removal, tipping fees, disposal, and guarantee work, in accordance with the specifications under the specific pay items provided.

Post-treatment CCTV evaluation will be performed as directed by the Engineer. Separate payment will be made for CCTV inspection in accordance with the Section 815. If live roots are found in the mainline segment during the 4-6 month post-treatment effectiveness evaluation as defined in subsection 823-2.1(m), the Consultant **shall** cover the expense of the re-treatment of root control and additional post re-treatment CCTV evaluation. Re-treatment and subsequent re-evaluation **shall** continue as many times as necessary to achieve acceptable outcome in accordance with these specifications, all at no additional

cost to the Owner.

SECTION 824 SANITARY SEWER INFLOW AND INFILTRATION STUDIES

824-1 DESCRIPTION: This Work **shall** include, but not necessarily be limited to, Flow Isolation Studies, Flow monitoring Studies and Rainfall Monitoring. A typical task order will last 60 – 90 calendar days. Task orders of shorter or longer durations may be issued when the need arises

824-2 SCOPE OF WORK:

- a. The Consultant **shall** provide all labor, materials, equipment, and incidentals necessary to perform the sanitary sewer inflow and infiltration studies of designated sewer lines as required in this specification.
- b. The installation and maintenance of all rain gauges, flow meters, flow isolation weirs and other equipment **shall** be the Consultants responsibility
- c. Satisfactory precautions **shall** be taken to protect the sewer lines from damage that might be inflicted by improper use of the equipment

824-3 QUALIFICATIONS:

- a. It is the responsibility of the Consultant to comply with all Federal, State, and Local safety laws, regulations, standards, policies, and guidelines including those promulgated by Occupational Safety and Health Administration (OSHA). The Consultant will provide written documentation that all workers have received the training required under these regulations and guidelines.
- b. All crew supervisor(s) responsible for direct installation and maintenance of the flow meters and rain gauges **shall** have a minimum of five years previous experience in this field. Staff responsible for flow monitoring data review and data QA/QC **shall** have a minimum of five (5) years previous experience in this field

824-4 SUBMITTALS: At the request of the Engineer, the consultant **shall** submit the following information and **shall** not mobilize for the infiltration and inflow study until these items are approved.

- a. Listing and specifications of equipment needed for the Inflow and Infiltration study
- b. Installation and Maintenance Plan for all equipment
- c. Permits to close roads or lanes if necessary

824-5 FLOW METERS

- a. The flow monitoring equipment used **must** be capable of electronically recording the date, time, metering location, depth of flow and the velocity of the flow. Sampling intervals **must** be programmable, but **shall** not be less than 15-minute intervals. Once a data interval is selected, it **must** be consistent and not skip intervals. All flow metering equipment is required to have the ability to provide 5-minute incremental data.
- b. The site conditions will dictate the type of equipment to be installed at a given metering location. The Consultant **must** be capable of supplying or subcontracting the type of equipment needed to collect quality data. Where possible, flow monitors **shall** be a submerged probe area/velocity sensor. Velocity sensors **shall** be Doppler type and depth measurements may be accomplished with either pressure or ultrasonic devices. Optional non-contact ultrasonic depth sensors may be used but **shall** be approved the

Engineer. Non-contact sensors may only be used at locations where submerged sensor technology cannot be safely installed or where flow depths are insufficient to allow accurate flow measurement. Documentation of flow conditions for such sites **shall** be submitted to the Engineer for review and approval prior to installation of non-contact monitors.

824-6 RAIN GAUGES

- a. Rainfall gauges **must** be electronic tipping buckets with bucket mechanism capable of accurately measuring rainfall accumulation in 0.01 inch increments. The rainfall logger **must** also have a cellular- enabled remote telemetry unit (RTU) and have the capability to totalize the recorded rainfall measured over every five (5) minute period.
- b. For task orders with sewer areas to be monitored that are greater than 30 square miles, the monitoring effort should be supplemented by Gauge Adjusted Radar Rainfall (GARR) data.

824-7 FLOW ISOLATION STUDY

- a. Flow isolation weirs **shall** be used to identify groundwater infiltration in small basins of approximately 10,000 LF
- b. The flow monitoring equipment **shall** be used between the hours of midnight and 6:00 AM

824-8 PROPERTY DAMAGES CAUSED BY THE CONSULTANT: Should the Consultant or his employees cause any damage to public or private property, the Consultant will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Consultant under this contract with the Owner.

824-9 MEASUREMENT:

- a. **Flow Meters:** Measurement for this item will be made on a per day basis (per meter) from the day all meters in the entire flow study are in use, at the unit price listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.
- b. **Rain Gauges:** Measurement for this item will be made on a per day basis (per rain gauge) from the day all rain gauges in the entire flow study are in use, at the unit price listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.
- c. **Flow Isolation Weir:** Measurement for this item will be made on a per day basis (per Flow Isolation Weir), at the unit price listed on the DES Rate Table for Sanitary Sewer Cleaning and Physical Inspection Services.

824-10 PAYMENT:

- a. **Flow Meters:** Payment for this item **shall** be full compensation for all labor, equipment, traffic control, installation and maintenance and removal of equipment, data QC and data delivery, in accordance with the specifications under the specific pay items provided.

- b. **Rain Gauges:** Payment for this Item shall be full compensation for all labor, equipment, traffic control, installation and maintenance and removal of equipment, data QC and data delivery, in accordance with the specifications under the specific pay items provided.
- c. **Flow Isolation Weir:** Payment for this Item shall be full compensation for all labor, equipment, traffic control, installation and maintenance and removal of equipment, data QC and data delivery, in accordance with the specifications under the specific pay items provided.

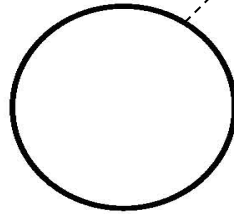
STANDARD FORMS

1. Homeowner Door Hangers
2. Manhole Inspection Form
3. Smoke Inspection Test Form
4. Unable to Complete Assignment Form
5. EBROSCO Map Edit Request Form

Homeowner Notification Door Knockers

Consultant Name

CP Project No.



SANITARY SEWER SURVEY IN YOUR NEIGHBORHOOD!

Dear Resident:

The Baton Rouge Sanitary Sewer Overflow Program is underway throughout the City of Baton Rouge/Parish of East Baton Rouge. This work will reduce sanitary sewer overflows, help accommodate growth in the City-Parish, and enable us to comply with federal Clean Water Act regulations.

Within the next 7 days, crews will be conducting a physical survey of the sanitary sewer system in your area. This survey will involve the opening & entering of manholes in the streets & easements. An important task of the survey will be cleaning & televising the sewer lines to locate breaks and defects in the sewer system. Non-toxic smoke testing may also be used.

Things You Need to Know:

- If you have any seldom used drains, please pour water in the drain to fill the trap, which will prevent sewer gases or odors from entering the building.
- Some sewer lines & manholes may be located on the backyard easement property line. Whenever these lines require investigation, members of the inspection crews will need access to the easements for the sewer lines & manholes. Homeowners do not need to be home & the technicians will not need to enter your house.
- If you have dogs or other pets in your yard, we ask that you confine them while our crews are working in your area.
- In the unlikely case that smoke from the smoke testing appears on private property or in homes, you should know that the smoke is harmless. We will work with you to eliminate any sewer line problems indicated by the smoke.

Questions? Contact the SSO Program Public Information Officer at 225-588-5678 or email help@BRprojects.com.

Si usted tiene cualquier pregunta, favor de llamar al Coordinador de Participación Comunitaria al (225) 588-5678 o enviar un email al help@BRprojects.com.

Baton Rouge SSO Program
Visit our website at
www.BRprojects.com

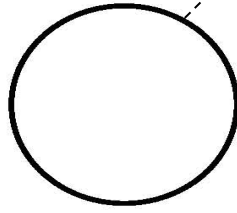
WB0092310042609BTR



Shall be printed on Hot Pink colored card stock.

Consultant Name

CP Project No.



STREET CLOSURE ALERT

Dear Resident/Business Owner,

The Baton Rouge Sanitary Sewer Overflow (SSO) Program is underway throughout the City of Baton Rouge/Parish of East Baton Rouge. This work will reduce sanitary sewer overflows, help us accommodate growth in the City-Parish, and allow us to comply with federal Consent Decree and Clean Water Act regulations.

In order to perform this work, it will be necessary to close certain streets in your area. The streets will be closed within the next two weeks. Please plan your routes accordingly; for alternate route information, please visit the City-Parish website at <http://brgov.com/> and scroll down to the "Road Closures" section.

We apologize for any inconvenience and would like to thank you in advance for your cooperation. If you have any questions or problems, please feel free to contact our SSO Program Public Information Officer at 225-588-5678.

Questions? Contact the SSO Program Public Information Officer at 225-588-5678 or email help@BRprojects.com.

Si usted tiene cualquier pregunta, favor de llamar al Coordinador de Participación Comunitaria al (225) 588-5678 o enviar un email al help@BRprojects.com.

Baton Rouge SSO Program
Visit our website at
www.BRprojects.com

WB0091710223002BTR



Shall be printed on Fluorescent Orange colored card stock.

CITY OF BATON ROUGE – MANHOLE INSPECTION FORM

1. Inspection method (A-condition evaluation, B-surface flood dye test, C-observed ground water infiltration) _____
2. MH No. _____ 3. Project No. _____
4. Date/Time _____ 5. Inspector/Company Initials _____
6. Address _____ 7. Address Details _____
8. Digital Photo Numbers/Filenames _____
9. MH GPS Coordinates – N: _____ E: _____
10. MH Location (A-roadway, B-gutter, C-sidewalk/driveway, D-paved servitude, E-grass servitude, F-ditch, G-backlot) _____
11. Surface Type (A-asphalt, C-concrete, D-dirt, S-sod) _____ 12. Precipitation (N-none, L-light, H-heavy) _____
13. Subject to Ponding (Y/N) _____ 14. Traffic (N-none, L-light, H-heavy) _____
15. Access (A-good, B-poor) _____

Details of Incoming and Outgoing Pipes									
		MH #	Line Dia. (in.)	Clock Pos.	Type	Material	Depth (ft)	Drop (ft.)	Seal Condition
1	Dnstr			12:00					
2	Upstr								
3	Upstr								
4	Upstr								
5	Upstr								
Upstr/Dnstr									

Type (A-gravity line, B-force main, C-siphon, D-service)
 Material (BR-brick, CO-concrete, IR-iron, PL-plastic, VC vitrified clay, LI-lined pipe, FR-fiberglass reinforced pipe, XX-other)
 Seal Condition (A-satisfactory, B-unsatisfactory)

16. MH Depth (to the nearest 0.1 ft.) _____
17. MH Diameter (to the nearest 0.1 ft.) _____
18. Flow Depth (to the nearest inch) _____
19. Cover Diameter (to the nearest inch) _____
20. Cover Type (A-cast iron standard, B-bolted, C-grated, F-other) _____
21. MH Cover Condition (A-satisfactory, B-broken, C-corroded, D-missing) _____
22. MH Cover to Rim fit (A-satisfactory, B-poor) _____
23. Distance above/below Grade (to the nearest .5 inch) _____
24. Frame condition (A-good, B-broken, C-corroded, M-misaligned) _____
25. Frame to MH Seal (A-satisfactory, B-poor) _____
26. Insert (A-satisfactory, B-broken, M-missing plug, N-none) _____
27. Riser Type (A-brick, B-concrete, C-precast, D-steel, F-other) _____
28. Riser Condition (A-satisfactory, B-broken, C-cracked, M-misaligned, F-corroded/missing material) _____
29. Evidence of I/I from Riser (Y/N) _____
30. MH Wall and Cone Type (A-brick, B-poured concrete, C-precast, F-other) _____
31. Cone Condition (A-satisfactory, B-broken, C-cracked, M-misaligned, F-medium corrosion, G-heavy corrosion) _____
32. Evidence of I/I from Cone (Y/N) _____
33. Wall Condition (A-satisfactory, C-cracked, F-medium corrosion, G-heavy corrosion) _____
34. Evidence of I/I from Wall (Y/N) _____
35. No. of Steps _____
36. Bench and Invert Type (A-brick, B-concrete, C-precast, F-other) _____
37. Bench and Invert Condition (A-satisfactory, B-broken, C-cracked, F-corroded, I-missing) _____
38. Evidence of Infiltration at Bench and Invert (Y/N) _____
39. Bench Deposits (A-none, C-debris, D-grease, F-other) _____
40. Work Order Issued (Y/N) _____

Revised 2/08

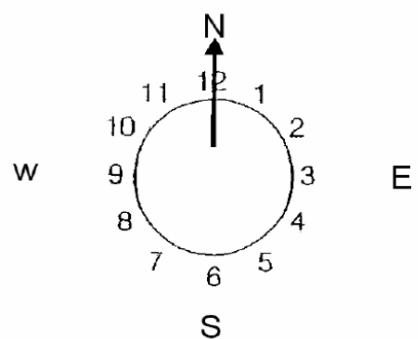
Lamping Data Form

PIPE #	FOOTAGE	LOCATION	DEFECT	RATING	INFILTRATION	COMMENTS

Defects		Location		Rating	
0	N/A	1	Camera Blocked	1	LIGHT
1	Crack-Radial	2	Joint	2	MEDIUM
2	Crack-Horizontal	3	Wye Service	3	HEAVY
3	Broken Pipe	4	Break-in Conn	4	SEVERE
4	Collapsed Pipe	5	Extended Tap		
5	Wye Service	6	Upper Right		
6	Break-in Conn.	7	Lower Right		
7	Extended Tap	8	Lower Left		
8	Offset	9	Upper Left		
9	Gapped Joint	10	Crown		
10	Roots	11	Invert		
11	Debris	12	Camera Submerged		
12	Grease	13	Camera Emerged		
13	Corrosion	14			
14	Scaling	15			
15	Sag				
16	Infiltration				
17	New Manhole				
18	Pipe Seal				
19	Other				


COMMENTS: _____

Pipe Sketch:



Revised 2/08

Smoke Inspection Test

Project No. _____		Smoke Bombs _____		Contractor _____						
Date _____		Used _____		Technician _____						
Segment Length _____		3 min. _____		Predominate Surface Cover _____						
Manhole Number		SAND BAGGED	BLOWER	Manhole Number		SAND BAGGED	BLOWER			
UPSTREAM				DOWNSTREAM						
		Y / N	Y / N			Y / N	Y / N			
OBS No.	Source Address/Location (All Positive and Suspect)	Result	Status	Source Type	Smoke	Area		Run Off	TV Y / N	DVD NO.
						Ft	Ft			
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
SKETCH 						RESULT CODES 1 POSITIVE 2 SUSPECT 3 NEGATIVE 4 CONNOT TEST STATUS CODES 1 PRIVATE 2 PUBLIC SOURCE TYPE CODES 1 SERVICE LATERALS 2 TRANSITIONAL JOINT 3 DRIVEWAY DRAIN 4 WINDOW WELL DRAIN 5 STAIRWELL DRAIN 6 AREA DRAIN 7 DOWNSPOUT 8 DOWNSPOUT DRAIN 9 FOUNDATION DRAIN 10 BUILDING INSIDE 11 CATCH BASIN 12 STORMDITCH 13 STORM MANHOLE 14 MAIN SEWER 15 UPSTREAM MANHOLE 16 CLEANOUT 17 OTHER SMOKE CODE 1 LIGHT 2 MEDIUM 3 HEAVY RUNOFF CODES 1 0% PAVED 2 25% PAVED 3 50% PAVED 4 75% PAVED 5 100% PAVED				
						Other Leaks or Comments:				

Smoke Inspection Test

Revised: Dec-07

UNABLE TO COMPLETE ASSIGNMENT

DATE: _____ PROJECT NO.: _____

LINE NO. _____ TO _____
 UPS Manhole No. DWS Manhole No.

CONTRACTOR: _____ TECHNICIAN: _____

UNABLE TO: TV _____ CLEAN _____ SMOKE _____ DYE _____

REASON (check most accurate "description" and complete "sketch" areas to clarify):

- _____ Unable to locate manhole number _____
- _____ Unable to open manhole number _____
- _____ Manhole on private property (clarify access issue) _____
- _____ Surcharged line
- _____ Excessive flow in line
- _____ Inadequate flow in line
- _____ Blockage in line (approx. location) (provide sketch below)
- _____ Critical damage in line (describe) (provide sketch below)
- _____ Too much debris in line or manhole
- _____ Line does not exist (provide EBROSCO Map Edit Request Form)
- _____ Need dewatering assistance
- _____ Cannot position camera in line
- _____ Need traffic control assistance (specify)
- _____ Lack appropriate equipment (specify)
- _____ Other: _____

DESCRIPTION:

SKETCH:

The sketch shows a vertical line representing a pipe. The upper portion of the line has several sharp, irregular notches or protrusions, indicating a blockage or damage. Below this section, the line becomes smoother and ends in a rectangular shape at the bottom, possibly representing a manhole connection.

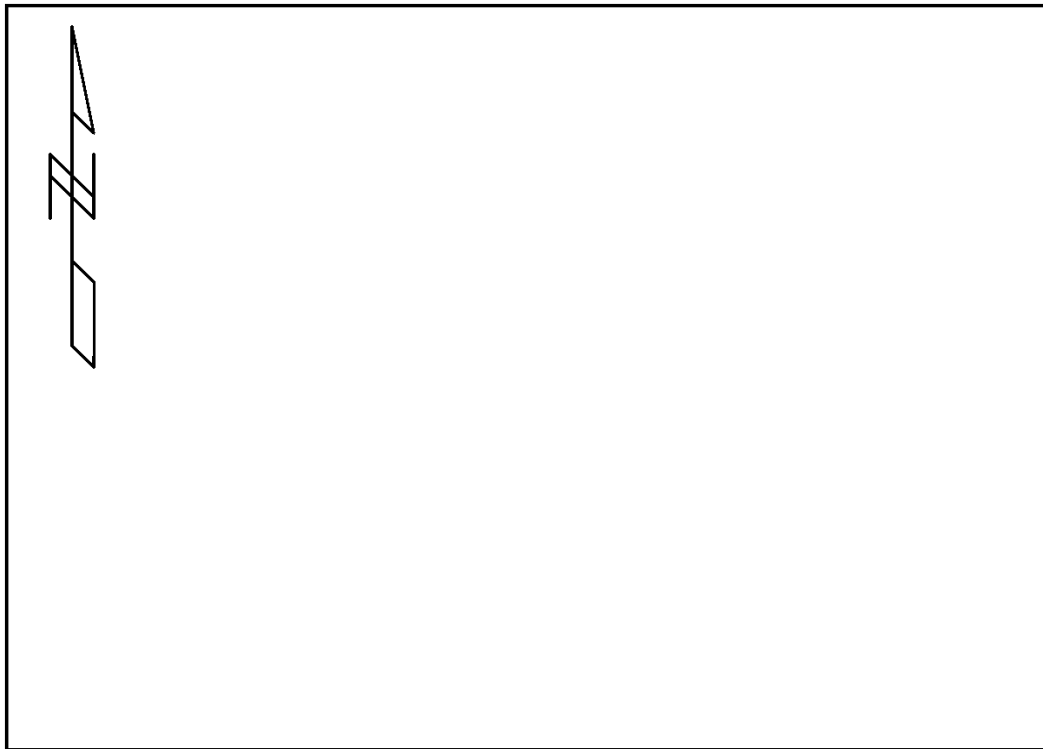
EBROSCO MAP EDIT REQUEST FORM
(Please Print ALL Information)

EBROSCO MAP NUMBER: _____

DATE OF REQUEST: _____ REQUESTED BY: _____

DESCRIPTION OF EDIT: Give a detailed description below, including upstream and downstream manhole numbers, street names, and any other pertinent information needed to accurately describe the edit. _____

SKETCH: Provide a detailed sketch below, including manholes, pipes, manhole numbers, streets, street names, dimensions, flow direction, any nearby landmarks (bldgs. etc.) and any other pertinent information needed to accurately show the edit. Label all manholes in sketch with the number & La. State Plane-South coordinates.



ENGINEERING APPROVAL: _____

MAP EDITED BY: _____ DATE OF MAP EDIT: _____

ADDED TO GIS BY: _____ DATE ADDED TO GIS: _____

REVISED 12/07



ATTACHMENT C
PROPOSAL FORMS
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time November 4, 2024 by the Purchasing Division, 222 Saint Louis Street, City Hall, Room 826, Baton Rouge, LA 70802.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

RFQ 2024-11-7740
Annual Parishwide Sewer Cleaning and Physical Inspection Contract
City Parish Project Number 24-PI-MS-0032

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about January 1, 2025, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$_____ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSERS'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

***Annual Parishwide Sewer Cleaning and Physical Inspection Services
City Parish Project Number 24-PI-MS-0032***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 2024.
Baton Rouge, Louisiana.

NOTARY PUBLIC

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 2024
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was
unanimously adopted by said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with
the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full
force and effect, unless revoked by resolution of this Board of Directors and that said revocation
will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have
been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of
Directors of said corporation at a meeting legally called and held on the _____ day of
_____ 2024, as said resolution appears of record in the Official Minutes of the Board of
Directors in my possession.

This _____ day of _____, 2024

SECRETARY

PROPOSAL BOND (may or may not be required for all proposals)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, _____, as Principal (Proposer), and _____ as Surety, are hereby held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, in the penal sum of (5% of Proposal Value) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ___ day of _____, 2024. The condition of the above obligation is such that whereas the Principal has submitted to the City-Parish a certain Proposal, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for *Annual Parishwide Sewer Cleaning and Physical Inspection Services; City Parish Project Number 24-PI-MS-0032*

NOW THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City-Parish may accept such Proposal; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, the day and year first set forth above.

PRINCIPAL (PROPOSER)

SURETY

(Address)

(Address)

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

ATTACHMENT D
PRICING SCHEDULE
Annual Parishwide Sewer Cleaning and Physical Inspection Services
City-Parish Project Number 24-PI-MS-0032

Item No.	Work Description	Rates	Unit
8120000	REGULAR SEWER LINE CLEANING ≤ 16" PIPE	\$1.45	L.F.
8120001	SEWER LINE CLEANING > 16" UP TO AND INCLUDING 21" PIPE	\$2.05	L.F.
8120002	SEWER LINE CLEANING > 21" UP TO AND INCLUDING 30" PIPE	\$2.70	L.F.
8120003	SEWER LINE CLEANING > 30" UP TO AND INCLUDING 42" PIPE	\$3.35	L.F.
8120004	SEWER LINE CLEANING > 42" UP TO AND INCLUDING 48" PIPE	\$4.30	L.F.
8120005	SEWER LINE CLEANING > 48" UP TO AND INCLUDING 60" PIPE	\$6.05	L.F.
8120006	SEWER LINE CLEANING > 60" UP TO AND INCLUDING 72" PIPE	\$6.90	L.F.
8120007	SEWER LINE CLEANING > 72" PIPE	\$7.70	L.F.
8120010	HEAVY SEWER LINE CLEANING ≤ 16" PIPE	\$2.75	L.F.
8120011	DEBRIS REMOVAL FOR PIPE CLEANING > 16"	\$1,093.75	Ton
8120020	HEAVY SEWER MANHOLE CLEANING	\$531.25	EA.
8120030	SEWER LINE CLEANING LOCATED IN REAR EASEMENTS	\$1.00	L.F.
8120080	SEWER LATERAL CLEANING FROM CLEANOUT	\$262.50	EA.
8120081	SEWER LATERAL CLEANING FROM MAINLINE	\$618.75	EA.
8120040	ROOT REMOVAL ≤ 30" PIPE	\$2.75	L.F.
8120041	ROOT REMOVAL > 30" UP TO AND INCLUDING 42" PIPE	\$6.90	L.F.
8120042	ROOT REMOVAL > 42" UP TO AND INCLUDING 60" PIPE	\$10.00	L.F.
8120050	SANITARY SEWER LATERAL ROOT REMOVAL	\$200.00	EA.
8120051	SANITARY SEWER LATERAL ROOT REMOVAL SETUP	\$375.00	EA.
8120060	CHEMICAL GREASE TREATMENT ≤ 16" PIPE	\$2.65	L.F.
8120061	CHEMICAL GREASE TREATMENT > 16" UP TO AND INCLUDING 21" PIPE	\$2.80	L.F.
8120062	CHEMICAL GREASE TREATMENT > 21" UP TO AND INCLUDING 30" PIPE	\$3.70	L.F.
8120063	CHEMICAL GREASE TREATMENT > 30" UP TO AND INCLUDING 42" PIPE	\$3.95	L.F.
8120064	CHEMICAL GREASE TREATMENT > 42" UP TO AND INCLUDING 48" PIPE	\$5.85	L.F.

8120065	CHEMICAL GREASE TREATMENT > 48" UP TO AND INCLUDING 72" PIPE	\$6.80	L.F.
8120090	REMOVE PROTRUDING SERVICE CONNECTIONS	\$250.00	EA.
8120070	COMBINATION CLEANING/VACUUM TRUCK WITH OPERATOR & HELPER (STANDARD BUSINESS HOURS)	\$375.00	HR.
8120071	COMBINATION CLEANING/VACUUM TRUCK WITH OPERATOR & HELPER (NON-STANDARD BUSINESS HOURS)	\$437.50	HR.
8120072	COMBINATION CLEANING/VACUUM TRUCK WITH OPERATOR & HELPER (STANDBY HOURS)	\$187.50	HR.
8140000	SMOKE TESTING FOR LEAK IDENTIFICATION	\$0.75	L.F.
8140001	LIBERTY PUMP SMOKE TESTING	\$781.25	EA.
8150000	TELEVISION INSPECTION OF SEWER LINE ≤ 16" PIPE	\$1.45	L.F.
8150001	TELEVISION INSPECTION OF SEWER LINE > 16" UP TO AND INCLUDING 36" PIPE	\$2.05	L.F.
8150002	TELEVISION INSPECTION OF SEWER LINE > 36" UP TO AND INCLUDING 60" PIPE	\$3.45	L.F.
8150003	TELEVISION INSPECTION OF SEWER LINE > 60" PIPE	\$3.90	L.F.
8150010	ADDITIONAL TELEVISION SETUPS	\$198.75	EA.
8150020	TELEVISION INSPECTION OF SEWER SERVICE LATERAL UP TO 15'	\$187.50	EA.
8150021	TELEVISION INSPECTION OF SEWER SERVICE LATERAL > 15'	\$281.25	EA.
8150060	2D LIDAR, SONAR, HD CCTV INSPECTION OF SEWER LINE	\$12.00	L.F.
8150061	3D LIDAR, SONAR, HD CCTV INSPECTION OF SEWER LINE	\$16.75	L.F.
8150030	SONAR INSPECTION OF SEWER LINE > 16" UP TO AND INCLUDING 36" PIPE	\$5.50	L.F.
8150031	SONAR INSPECTION OF SEWER LINE > 36" UP TO AND INCLUDING 60" PIPE	\$6.75	L.F.
8150032	SONAR INSPECTION OF SEWER LINE > 60" PIPE	\$8.25	L.F.
8150040	TELEVISION INSPECTION OF MANHOLE	\$118.75	EA.
8150041	MANHOLE CNL	\$48.00	EA.
8150070	ACOUSTIC PIPE INSPECTION	\$0.50	L.F.
8150080	ACCURATE MAPPING PROBE INSPECTION AND DATA DELIVERY	\$3.45	L.F.
8150090	PIPELINE LAMPING INSPECTION	\$93.75	EA.
8150050	CCTV INSPECTION UNIT WITH OPERATOR & HELPER (STANDARD BUSINESS HOURS)	\$250.00	HR.

8150051	CCTV INSPECTION UNIT WITH OPERATOR & HELPER (NON-STANDARD BUSINESS HOURS)	\$281.25	HR.
8160000	DYE-WATER FLOODING FOR LINE SEGMENT DEFECT IDENTIFICATION (MANHOLE TO MANHOLE)	\$2.50	L.F.
8160001	LOCAL SPOT DYE-WATER FLOODING	\$300.00	EA.
8230000	CHEMICAL ROOT CONTROL TREATMENT ≤ TO 10"	\$2.05	L.F.
8230001	CHEMICAL ROOT CONTROL > 10" UP TO AND INCLUDING 15"	\$2.45	L.F.
8230002	CHEMICAL ROOT CONTROL TREATMENT > 15" UP TO AND INCLUDING 24"	\$4.60	L.F.
8230003	CHEMICAL ROOT CONTROL TREATMENT > 24" UP TO AND INCLUDING 48"	\$8.45	L.F.
8240000	FLOW METERS	\$137.50	METER/DAY
8240001	RAIN GAUGES	\$31.25	GAUGE/DAY
8240002	FLOW ISOLATION WEIR	\$312.50	WEIR/DAY
9050001	ARROW BOARDS FOR TRAFFIC CONTROL	\$52.50	HR.
9050002	TRAFFIC CONTROL OFFICER ALLOCATION	\$50,000.00	NOT TO EXCEED
9999991	CONSULTING SUPPORT ALLOCATION	\$200,000.00	NOT TO EXCEED
9999992	SUBCONTRACTOR ALLOCATION	\$50,000.00	NOT TO EXCEED
9999993	BYPASS PUMPING ALLOCATION	\$100,000.00	NOT TO EXCEED

Unit rates include the following:

1. Sewer Cleaning and Inspection Service Firms shall carry general liability insurance, comprehensive automobile liability, professional liability, pollution liability, and workman's compensation insurance in accordance with EBR guidelines. Should marine insurance be required, the firm should notify DES and negotiate costs prior to securing insurance.
2. All vehicle and equipment operating expense for projects within East Baton Rouge Parish.
3. All employee benefits.
4. All costs required to prepare and satisfy DES invoicing requirements.
5. Homeowner Door Knocker printing and distribution costs.
6. Rates for bypass pumping and other items not on the above list will be subject to negotiation.
7. City-Parish reserves the right to use these rates for cleaning and inspection of storm drain lines in addition to sanitary sewer lines

Attachment E
Sample Contract for Annual Parishwide Sewer Cleaning and Physical Inspection Services
PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into effective the ___ day of _____, 2024 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as “City-Parish” on behalf of the Department of Environmental Services, and **Service Provider**, hereinafter referred to as “Service Provider”.

Article I: Term

This contract shall commence upon the issuance of a Notice to Proceed by the Department and shall continue through December 31, 2025. This contract will have the option of four annual renewals for calendar years 2026, 2027, 2028 and 2029. Extension of the contract into subsequent time periods shall be made by letter on or before the expiration of the contract and is only possible if all prices and conditions remain the same upon mutual agreement of both parties.

Article II: Scope of Services

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “DES” as defined per Attachment “A”, attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### dated *Month Day, Year*.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Conflict of Interest and Louisiana Code of Ethics

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City-Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the *only* entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

Article V: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$2,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment "G" shall be provided prior to final execution of the contract and commencement of work.

Article VI: Indemnification

Service Provider shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Article VII: Cybersecurity Prerequisites

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

Article VIII: Compensation

The City-Parish shall pay and Service Provider agrees to accept the unit prices in Attachment D as full compensation for the professional services to be performed under this contract. These unit prices are subject to an annual 3% increase beginning in the second year of the contract. The contract amount shall not exceed \$4,000,000.00 annually.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the DES invoice portal with appropriate documentation.

Article IX: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

Article X: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.

Article XI: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article XII: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any

Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

Article XIII: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

Article XIV: Termination for Cause

The City-Parish may terminate this agreement for cause based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

Article XV: Assignment and Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XVI: Governing Law and Venue

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

Article XVII: Federal Clauses

Attachment "F" contains federal clauses that were included in the RFP for this contract. These federal clauses are mandatory if Federal Funds are utilized. On this particular contract, the most common instance where federal funding would be used is in response to a declared disaster where FEMA reimbursement is requested for damages to City-Parish equipment. By signing this contract, the Service Provider acknowledges the use of and agrees to comply with these federal clauses if this contract is used in response to a declared disaster.

Article XVIII: SEDBE Program

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise (SEDBE) Program is made part of this contract. The complete requirements of the SEDBE Program are included in Attachment H.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

City of Baton Rouge and Parish of East Baton Rouge

By: _____

**Sharon Weston Broome
Mayor-President**

Date: _____

Service Provider

By: _____

***Name
Title***

Date: _____

Approved:

Approved:

**Adam M. Smith, PE
Interim Environmental Services Director**

**Trina C. Hall, Assistant CAO
Office of the Mayor-President**

Approved as to form:

Office of the Parish Attorney

Attachment F Federal Clauses

Remedies

As a breach of service would cause serious and substantial damages to the City-Parish and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by the City-Parish by such breach, it is agreed that in case of a breach of service, the City-Parish may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which the City-Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City- Parish may have as to any subsequent breach of service.

If the Service Provider fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Service Provider will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City-Parish and the Service Provider elsewhere in the resulting Contract Documents, the City-Parish retains, solely to itself, all such remedies.

Equal Employment Opportunity

During the performance of this Agreement, the Service Provider agrees as follows:

1. The Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal

complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Service Provider's legal duty to furnish information.

4. The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Service Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Service Provider becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Service Provider and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Service Providers and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon and Copeland Anti-Kickback Act

The Service Provider shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Service Provider is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Service Provider is required to pay wages not less than once a week.

The Service Provider shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Service Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), the Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Interventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Interventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

The Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Service Providers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Procurement Recovered Materials

Service Provider shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts

The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this contract.

Compliance with Federal Law, Regulations, and Executive Orders

The Service Provider will comply will all applicable federal law, regulations, executive orders, FEMA and/or HUD policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from the contract.

Attachment G
Consultant's and Subconsultant's Insurance

Service Provider and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Service Provider shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Service Provider is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Pollution Liability Insurance \$5,000,000

C. Business Auto Policy
Any Auto, or Combined Single Limit
Owned, Non-Owned & Hired \$1,000,000

D. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

E. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

G. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant and Subconsultant.

H. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

I. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
P. O. Box 1471
Baton Rouge, LA 70821

Attachment H
SEDBE Initiative Forms and Procedures

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

The City of Baton Rouge and Parish of East Baton Rouge’s Socially and Economically Disadvantaged Business Enterprise Program (“the Program”) is made part of this contract and incorporated hereto as if copied in extensor. For these services, the EBR Parish Purchasing office has directed a review of the scope of work and has established a minimum EBE goal of 6% of the contract amount.

PART I – POLICY/ COMPLIANCE

(A) The City-Parish strongly encourages the acquisition of goods and services from and direct participation of Eligible Business Enterprise (“EBEs”). The term EBE shall have the meaning set forth in the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program.

The Program is a race- and gender-neutral program intended to provide additional contracting and procurement opportunities for certified small, disadvantaged, woman-owned, minority-owned, veteran-owned, and service-disabled veteran-owned business enterprises by encouraging contractors who receive City-Parish contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts. The City-Parish desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by EBEs. By providing equitable opportunities for EBEs, the City-Parish derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

Bidders should present a responsible plan that provides for participation of qualified EBEs. Participation shall be counted toward meeting the contract goals only by business entities certified under the City-Parish’s Socially and Economically Disadvantaged Business Enterprise Certification Program. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or subcontract agreements for participation.

The City-Parish may set project goals on a project specific basis as noted on the Public Notice to Bidders or Advertisement for bids. Bidders are encouraged to exceed these goals.

If a Bidder does not meet the full EBE goal, then written documentation must be provided showing their good faith efforts to secure EBE participation, the unavailability of potential EBE firms, and provide justification as to why such goals cannot be met that is found to be acceptable to the SEDBE Liaison Officer. Failure to obtain an EBE shall not be a determining factor for awarding a contract.

(B) **FAILURE TO COMPLY WITH SEDBE REQUIREMENTS:** All City-Parish contract performers (Prime Contractors, Subcontractors, etc.) are hereby notified that failure to carry out the EBE obligation, as set forth, shall constitute a breach of contract. The breach of contract will be reviewed by City-Parish which may result in termination of the contract or other remedies deemed appropriate for the given situation.

(C) **SUBCONTRACTS:** All Prime Contractors, and Subcontractors, hereby shall include the following clauses in all contracts that offer further subcontracting opportunities.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of City-Parish’s Socially and Economically Disadvantaged Business Enterprise Program in the award and administration of City-Parish

contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (City-Parish) deems appropriate.

The Prime Contractor agrees to pay each Subcontractor under this contract for satisfactory performance of its contract prior to submitting an invoice to the City-Parish for request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor agrees further to return retainage payments to each Subcontractor within 14 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause. This clause applies to both EBE and non-EBE Subcontractor(s).

(D) AWARD OF EBE SUBCONTRACTS: The Contractor shall, no later than three (3) business days from the award of a contract, execute formal contracts or purchase orders with the EBE(s) included on Form 1.

(E) COUNTING EBE PARTICIPATION: City-Parish will count EBE participation toward overall and contract goals as provided in City-Parish's Socially and Economically Disadvantaged Business Enterprise Program ("the Program"). City-Parish will only count EBE participation by those EBEs performing commercially useful functions. City-Parish Purchasing Division will not count the participation of EBE Subcontractors toward a Contractor's final compliance with its EBE obligations on a contract until the amount being counted has actually been paid to the EBE.

The Contractor may count its entire expenditure to EBE manufacturers (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The Contractor may count sixty percent (60%) of its expenditures to EBE suppliers that are not manufacturers, provided that the EBE supplier performs a commercially useful function in the supply process.

A Contractor shall not count the value of any payment made to an EBE for work that was further subcontracted out by the EBE to a non-EBE.

PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

(A) ELIGIBILITY OF SEDBEs: To be counted toward the participation Goals pursuant to the Program, an EBE must be certified by the City-Parish at the time a bid or proposal is submitted. The fact that an EBE is certified does not necessarily mean that it has the qualifications and experience for the type of work required by any particular Contract. The responsibility for determining whether an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor. To be deemed an EBE certified entity, firms must complete the City-Parish's certification process. Only EBE certified firms under the City-Parish at the time the Bid opening will count toward the EBE goal.

(B) REPORTING FORMS 1, 1A, AND 2: The following fully completed forms shall be furnished to the City-Parish by the lowest bidder within 10 days after the bid opening. Failure to complete the forms properly and completely will constitute the bid as being deemed non-responsive. The forms shall have all blank spaces filled in completely and correctly. These forms are as follows:

FORM 1 – EBE RESPONSIVENESS FORM (copy attached): It is the obligation of the Respondent to make good faith efforts to meet the EBE goal. Respondents can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain EBE participation. The Form 1 shall accurately detail the work proposed by the Respondents to be performed by Respondent and all entities participating in the project and, if it is a bid or proposal, the percent value of that work. If a Respondent is unable to fully meet the EBE goal of this contract, the Respondent shall submit a Form 2 form and all documentation demonstrating the good faith efforts made to comply with the EBE requirements.

FORM 1A - REQUIRED PARTICIPATION QUESTIONNAIRE FORM (copy attached): Form 1A shall accurately detail the work to be performed by each and every firm participating in the project. A Form 1A must be submitted for the Contractor and for each Subcontractor included on Form 1. In addition, each participating EBE firm must submit a current letter of EBE certification along with its Form 1A.

FORM 2 - Good Faith Efforts (copy attached): Form 2 is only required when the prime firm is unable to fully meet the EBE contract goal. Form 2 shall provide documentation of good faith efforts made to obtain EBE participation. Form 2 must be accompanied by supporting documentations such as, but not be limited to, phone logs, facsimiles, and e-mail correspondence with potential EBE firms. Further explanation of good faith efforts may be found in the Instructions for Form 2. It is up to City-Parish or its Designee to make a fair and reasonable judgment whether a Respondent made adequate good faith efforts to achieve the contract goal.

FORM 3 - Monthly Utilization/Participation SEDBE Report (copy attached): Form 3 shall be submitted to the Field Engineer along with monthly payment requests and shall accurately represent the amount paid to EBE Subcontractors during that invoice period. This form must be submitted with every monthly invoice regardless of the amount of payment or lack of payment. The form shall be signed by the Contractor and the SEDBE Subcontractor(s) if payment has been made for that month. SEDBE participations will not be counted toward the Contractor's commitment until payment has been rendered to the SEDBE. Failure to submit the required reports may result in withholding of payment or partial payments to the Contractor until the required forms are submitted.

REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF EBE SUBCONTRACTOR (copy attached): The Contractor shall utilize the specific EBEs listed on their Form 1 to perform the work and supply the materials for work listed unless the Contractor obtains the City-Parish's written consent via City-Parish Purchasing Division's Request for Removal and/or Substitution of EBE Subcontractor form. In addition to post-award terminations, this provision applies to per-award deletions of or substitutions for EBE firms put forward by offers in negotiated procurements. Any and all requests for authorization to remove and/or substitute an EBE Subcontractor must be made in writing by the Contractor, or Subcontractor seeking removal or substitution. This includes, but is not limited to, instances in which a Contractor wants to perform work originally designated for an EBE subcontractor with its own forces or those of an affiliate, a non-EBE firm, or with another EBE firm. This request shall document the scope and value of work to be affected. The Contractor making the request must include the name(s) of replacement EBE and non-EBE Subcontractor(s).

Before transmitting to the City-Parish its request to terminate and/or substitute a EBE Subcontractor, the Contractor must give notice in writing to the EBE Subcontractor, with a copy to the City-Parish Purchasing Division, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the EBE five days to respond to the Contractor's notice and advise the City-Parish Purchasing Division and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City-Parish Purchasing Division should not approve the Contractor's action.

If required in a particular case as a matter of public necessity (e.g., safety), the City-Parish Purchasing Division may provide a response period shorter than five days. When an EBE subcontractor is terminated via the City-Parish Purchasing Division written approval or fails to complete its work on the contract for any reason, the City-Parish Purchasing Division requires the Contractor to make Good Faith Efforts to find another EBE subcontractor to substitute for the original EBE. These Good Faith Efforts shall be directed at finding another EBE to perform at least the same amount of work under the contract as the EBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

The Good Faith Efforts shall be documented by the contractor. If the City-Parish Purchasing Division requests documentation regarding Good Faith Efforts on substitutions, the contractor shall submit the documentation

within seven days, which may be extended for an additional seven days if necessary, at the request of the contractor, and the City-Parish Purchasing Division shall provide a written determination to the contractor stating whether or not Good Faith Efforts have been demonstrated. The Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed EBE unless the City-Parish Purchasing Division written consent has been provided via the City-Parish Purchasing Division's Request for Removal and/or Substitution of EBE Subcontractor. Failure by the Contractor to carry out these requirements is a material breach of the contract and may result in the termination of the contract.

Form 1

EBE Responsiveness Form

INSTRUCTIONS

Column A. Indicate the firm's role: Contractor, subcontractor, manufacturer, regular dealer/supplier, or broker/agent. Note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Socially and Economically Disadvantaged Business Enterprise participation. All firms participating EBE and non-EBE (prime and subs) must be included on the form.

Column B. Provide the name and address of the firm.

Column C. Provide the principal contact person and phone number of the firm.

Column D. Describe the work, goods, and/or services to be provided by the firm.

Column E. Indicate the percent value of the amount of work assigned to the firm. Total percent value of work should equal 100% to account for all work being performed on the contract.

Column F. Indicate whether firm is an EBE or non-EBE. EBE-certified means to be certified by the EBRP Socially and Economically Disadvantaged Business Enterprise Program.

Form 1
EBE Responsiveness Form
Continuation Page 2

A	B	C	D	E	F
FIRM ROLE <i>(Prime, subcontractor, manufacturer, supplier, etc.)</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	% VALUE OF WORK / PURCHASES*	EBE or non-EBE
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	
				%	

** Supplier / Manufacturer / Purchase / Dealer work is counted at 60% participation toward EBE goal.*

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 2:

Total % Value of Work Purchases	Total EBE Participation
%	%

**Form 1A
Required Participation Questionnaire**

INSTRUCTIONS: A fully completed Form 1A "Required Participation Questionnaire" must be submitted for the prime firm, each subcontractor, and any other tier or subcontractor, as a condition of responsiveness. This information is to be collected and documented for all City of Baton Rouge and Parish of East Baton Rouge projects as required by the City of Baton Rouge and Parish of East Baton Rouge. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:	2. Official name of firm: Indicate if prime or subcontractor:	3. Address of office to perform work:
4. Name of parent company, if any:	5. Location of headquarters (city):	6. Age of firm:
7. Name, title, and telephone number of principal contact:	8. Indicate Any Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> SBA certified <input type="checkbox"/> Minority-owned business <input type="checkbox"/> LAUCP DBE certified <input type="checkbox"/> Woman-owned business <input type="checkbox"/> EBE Certified with CITY-PARISH *A firm participating as a EBE must be certified by the City of Baton Rouge and Parish of East Baton Rouge SEDBE Program by the date of submittal. Current letter of certification shall be attached.	
9. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Summary of firm's annual revenues (please insert index number from below): Last Year: _____ 2 Years ago: _____ 3 Years ago: _____	
If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ranges of annual revenues received: <u>Index:</u> 1 less than \$500,000 4 \$2,000,000 to \$4,000,000 2 \$500,000- \$1,000,000 5 \$5,000,000 to \$6,000,000 3 \$1,000,000 to \$2,000,000 6 \$6,000,000 or greater	

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE

Form 2

Good Faith Efforts

INSTRUCTIONS:

If required, attach a completed Form 2 and supporting documents to establish that Good Faith Efforts were undertaken to secure EBE participation:

The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain EBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified EBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow the EBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the EBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by EBEs in order to increase the likelihood that the EBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate EBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates EBE participation.
- C. Providing interested EBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. Negotiating in good faith with interested EBEs. It is the bidder's responsibility to make a portion of the work available to EBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available EBE subcontractors and suppliers, so as to facilitate EBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of EBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for EBEs to perform the work.
- E. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including EBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in

finding and using EBEs is not in itself sufficient reason for a bidder's failure to meet the contract EBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from EBEs if the price difference is excessive or unreasonable.

- F. Not rejecting EBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the EBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- G. Contractor's inability to find a replacement EBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original EBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement EBE, and it is not a sound basis for rejecting a prospective replacement EBE's reasonable quote.
- H. Making efforts to assist interested EBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- I. Making efforts to assist interested EBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- J. Effectively using the services of available minority/women/veteran community organizations; minority/women/veteran contractors' groups; local, State, and Federal minority/women/veteran business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of EBEs.

**Form 2
Good Faith Efforts**

If the Respondent cannot fully meet the EBE goal of this Contract, the Respondent shall complete Form 2 and attach documentation demonstrating the Respondent's good faith efforts. It is up to City of Baton Rouge and Parish of East Baton Rouge Purchasing Division to make a fair and reasonable judgment whether a Respondent that did not meet the contract goal made adequate good faith efforts.

I, _____, certify that on the date(s) below I invited the following proposed EBE subcontractor(s) to respond or propose work items to be performed on:

PROJECT NAME: _____

PROJECT NO: _____

Date of Request	Name and Address of EBE Firm	Transmittal Type	Work Items Sought	Describe Response and/or Follow-up

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Sporting documentation of Good Faith Efforts is attached (required).

Form 3
City of Baton Rouge and Parish of East Baton Rouge
Contractor or Consultant Monthly SEDBE Report

INSTRUCTIONS: This report covers the previous estimate period and shall be submitted to the Project Manager Representative or Project Inspector with the current month's pay estimate. The Prime firm shall prepare one form for each EBE firm participating in the project. Questions should be directed to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division through the assigned project manager. **Signatures from EBE firms who received payment during the reporting period are required.** No signature is required if no payments were made to the EBE firm during the reporting period. **If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed (If you have not already done so).**

PRIME FIRM INFORMATION:

Prime Firm Name		Phone Number	
Project Name			
City Parish Project No.		State Project No	
Project Start Date		Est. Project Completion Date	
Original Contract Amount \$	Change Orders (count)	Current Contract Value \$	EBE Commitment _____ %
Invoice Number	Report Period Begin Date	Report Period End Date	

SUBCONTRACTOR INFORMATION:

EBE Subcontractor		
EBE Contact		EBE Phone Number
Original Subcontract Amount \$	Original Commitment to Firm _____ %	Current Subcontract Value \$
Amount Paid to Sub This Period \$	Amount Paid to Sub to Date \$	
Scheduled Date of Sub Services (or state ongoing)	Estimated Date of Completion of Sub Services	
Item Number/Description of Work Performed by Sub		

By signing below, I attest that the information provided is complete accurate, and true to the best of my knowledge.

Prime Firm's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Subcontractor's Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

I certify that the contracting records and on-site performance of the EBE has been monitored. If actual EBE item of work is different than that approved at the time of award, the Substitution Form must be completed.

Project Manager Representative/Inspector's Signature: _____ Date: _____

Print name: _____ Title: _____

EBRP Project Manager or SEDBELO has reviewed this form.

SEDBELO's or Authorized Owner's Representative's Signature: _____ Date: _____

City of Baton Rouge and Parish of East Baton Rouge
Guidance for Removal and/or Substitution of a SEDBE Firm

Contractor must receive prior written consent from the City-Parish before terminating an EBE subcontractor listed in response to the City-Parish solicitation. This includes, but is not limited to, instances in which the Contractor seeks to perform work that was originally designated for a EBE subcontractor, or to another EBE or non-EBE subcontractor. All requests must be accompanied by documentation of good faith efforts made to maintain the EBE commitment percentage on the total contract value.

The City-Parish Purchasing Division may provide written consent only if it agrees that the Contractor has good cause to terminate the EBE firm. Good Cause includes the following circumstances:

1. The listed EBE subcontractor fails or refuses to execute a written contract;
2. The listed EBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the EBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed EBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
4. The listed EBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed EBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings or applicable state law;
6. The City-Parish Purchasing Division has determined that the listed EBE subcontractor is not a responsible contractor;
7. The listed EBE subcontractor voluntarily withdraws from the project and provides to the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division written notice of its withdrawal;
8. The listed EBE is ineligible to receive EBE credit for the type of work required;
9. An EBE owner dies or becomes disabled with the result that the listed EBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the City-Parish Purchasing Division determines compels the termination of the EBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate an EBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the EBE subcontractor was engaged or so that the Contractor can substitute another EBE or non-EBE subcontractor after contract award.
11. Before transmitting to the City-Parish Purchasing Division its request to terminate and/or substitute an EBE subcontractor, the prime contractor must give notice in writing to the EBE subcontractor, with a copy to the City-Parish Purchasing Division, of its intent to request to terminate and/or substitute, and the reason for the request.
12. The Contractor must give the EBE five days to respond to the prime contractor's notice and advise the City-Parish Purchasing Division and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City-Parish Purchasing Division should not approve the Contractor's action. If

required in a particular case as a matter of public necessity (e.g., safety), the City-Parish Purchasing Division may provide a response period shorter than five days.

13. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for EBE firms put forward by offerors in negotiated procurements.

14. After Good Cause is demonstrated by the Contractor and approved by the Purchasing Division, the contractor must make good faith efforts to replace an EBE that is terminated with another certified EBE, to the extent needed to meet the contract goal.

15. In this situation, we will require the Contractor to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time the City-Parish Purchasing Division specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

City of Baton Rouge and Parish of East Baton Rouge
Request for Removal and/or Substitution of a EBE Firm

Project Name		
City Parish Project No.	State Project No.	EBE Commitment
Prime Firm Name		Phone Number
Original Contract Amount	Change Orders (Count)	Current Contract Value
Subcontractor to be removed		
Proposed substitute subcontractor		
Value of current subcontract		Value of proposed subcontract

Reason for removal or substitution (state in detail, attach supporting documentation if necessary):

Describe the good faith efforts made/ in progress to maintain EBE participation in order to continue to meet the EBE commitment:

Prime Firm's Authorized Signature: _____ Date: _____

Type or Print Name: _____ Title: _____

Attachment I
Fair Chance Ordinance

Requires Fair Chance hiring standards for person, corporations, and entities in a contract, cooperative endeavor agreement, or grant with the City of East Baton Rouge, Parish of East Baton Rouge by limiting the consideration of criminal history of an applicant, and to provide otherwise with respect hereto.

Section 1

A contractor shall not request from the applicant their criminal history before the contractor extends a conditional offer of employment.

Section 2

All contracts shall include a certification that the contractor has complied with the provisions of the fair chance ordinance.

Section 3

The applicant will acknowledge in writing that a background check will be performed before a final offer of employment.

Section 4

Section 1 does not apply if consideration of an applicant's criminal history is required by law.

Section 5

The Purchasing department is the enforcing agency and shall establish a procedure for complaint.

Section 6

The Fair Chance ordinance shall not apply to the following City Parish departments: Human Resources, Police, Constable, Fire Department, Emergency Medical Services, Juvenile Services, and Metro Airport.

Section 7

The ordinance shall be effective May 5, 2023 following adoption and shall apply to contracts executed on or after the effective date EXCLUDING renewals to contracts awarded in response to an Request for Proposal (RFP), a Request for Qualifications (RFQ) or awarded by the Engineers or Architectural Selection Boards. The ordinance shall not apply to any agreements executed before the effective date of this ordinance.

The signature below certifies that the signer has carefully examined the above and is in full compliance with the terms listed.

Date

Authorized Signature

Authorized Name (Printed)

Attachment J

H2B Workforce Requirements

H2B Workforce Requirements: If Contractor uses H-2B workers, Contractor will provide services subject to the terms and conditions set forth below. In accordance with applicable laws,

- Contractor will provide each worker with a document explaining the terms and conditions of employment and the worker's rights, and a copy of any applicable H-2B work order by the time periods required by applicable law. A copy of Contractor's H-2B work order shall be provided to Company upon request.
- Contractor will display "Employee Rights Under the H-2B Program" poster, and all other notices and posters required by applicable federal, state and local law. Such notices must be provided to employees in English and in a language that each worker can understand.
- Contractor will pay employees at least once every two weeks, or as otherwise required by federal law or the disclosed payday in any applicable H-2B work order.
- Contractor will pay each employee not less than the highest minimum wage rate applicable to its employees, including minimum rates for H-2B laborers (as indicated in Contractor's Application for Temporary Employment Certification, which amount equals or exceeds the highest of the prevailing wage, the promised wage, and the federal, state and local minimum wage), and, if and when applicable, the highest overtime rate required by applicable law for all overtime hours worked by employees. Notwithstanding the foregoing, Contractor shall pay its employees in accordance with applicable H-2B regulations.
- In accordance with H-2B regulations, Contractor shall provide to its H-2B employees, and employees performing the same work, at least 35 hours of work per workweek, and a total number of work hours equal to at least 75% of the guaranteed hours as listed in the job order in each 12-week period (or each 6-week period), or must pay such employees the amount they would have earned had they worked for the guaranteed number of workdays.
- Contractor must pay its employees for their visa expenses and transportation and subsistence costs for travel to and from the worksite in accordance with H-2B regulations and Contractor's H-2B work order.
- Contractor must not seek or receive payments or other compensation from prospective workers, as prohibited by H-2B regulations.
- Contractor agrees to provide housing to its employees to the extent required by applicable H-2B regulations, the Federal Fair Labor Standards Act, and applicable federal, state, and local law.
- Contractor agrees to pay an arrival and return/subsistence and transportation fees for each worker at the beginning and end of each the job order period.
- Contractor must notify the U.S. Department of Labor if any H-2B or employee performing similar work separates from the job for any reason before the end of Contractor's work order. The notification must be made in writing and no later than two (2) days after the separation is discovered by Contractor. Contractor must also notify the U.S. Department of Homeland Security of any such separation of an H-2B worker.
- Contractor must not offer terms, wages, and working conditions to U.S. workers that are less favorable than what Contractor offers or provides to H-2B workers. Further, Contractor must not impose restrictions or obligations on U.S. workers that are not imposed on H-2B workers. Contractor must not lay off any similarly employed U.S. worker in the occupation and area of intended employment from 120 days before the start of Contractor's job order.
- Contractor using H-2B workforce must include a copy of their most recently submitted LOI, Letter of Intent. The U.S. Department of Labor requires this letter in the visa approval process. This letter must be signed and dated on company letterhead, with a description of work applicable to the scope, and indicate County/Parish and State where work will be performed: East Baton Rouge Parish, Louisiana.