

2015

REQUEST FOR PROPOSALS 2015-01

2015 Sanitary Sewer Preventative Maintenance Services

- The 2015 Sanitary Sewer Preventative Maintenance Services includes the Pre and Post-CCTV Pre and Post-CCTV internal video inspection and reports;
- Supplying the associated DVD's, reports of the inspection;
- Sewer lines cleaning of foreign objects removal including grease, Sedimentation Removal and Root Cutting;

Proposal Deadline Date:
July 16, 2015
10:00 AM



Brentwood Borough
3624 Brownsville Road
Pittsburgh, PA 15227
(412) 884-1500



ANNOUNCEMENT

JUNE 25, 2015

REQUEST FOR PROPOSALS (RFP)

RFP 2015-01

2015 SANITARY SEWER PREVENTATIVE MAINTENANCE

BRENTWOOD, PENNSYLVANIA

The Borough of Brentwood, Allegheny County, Pennsylvania, is inviting firms to submit a proposal for a one-time contract to perform certain professional services for the Borough of Brentwood involving Preventative Maintenance of the Borough's Sanitary Sewer System in 2015. The provider of the professional services must have at least 5 years of experience in the maintaining, cleaning, root removal, and other sewer related maintenance procedures.

Copies of the information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contractual agreement are on file and open to public inspection at the office of the Borough of Brentwood, 3624 Brownsville Road, Pittsburgh, PA 15227 where the RFP Packet of said documents may be obtained upon payment of \$25.00 per packet. No refunds will be made for the return of any documents.

Sealed proposals (one (1) original and two (2) copies and one (1) electronic version), must be received by The Borough of Brentwood at 3624 Brownsville Road, Pittsburgh, PA 15227 no later than **July 16, 2015, at 10:00 A.M., EDT** and the same will be publicly opened immediately thereafter. If mailed, the proposal should be addressed to: George Zboyovsky, PE, Borough Manager and the envelope sealed and clearly marked as **"2015 Sanitary Sewer Preventive Maintenance."** Any contact for additional information should be made to Vitali Alexandrov, Assistant Public Works Director via email at valexandrov@brentwoodboro.com.

Proposals must be submitted on the forms provided by Brentwood Borough. Proposals to receive consideration must be accompanied by a Certified Check or Bidder's Bond from a Surety Company authorized to do business in Pennsylvania, made to the order of Brentwood Borough in an amount equal to ten percent (10%) of the total amount of the Proposal as a guarantee that, if the Proposal is accepted, the successful Bidder will enter into an Agreement within 15 days after Notice of the Award of the Contract.

The Proposals must be made to Brentwood Borough, Allegheny County, Pennsylvania, and shall remain firm for a period of ninety (90) days. No Bidder may withdraw his Proposal during the ninety (90) day period without forfeiting his Bid guarantee.

Performance, Maintenance, and Labor and Material Payment Bonds, along with Public Liability and Property Damage Certificates of Insurance in the amounts specified, as well as Certificates of Workman's Compensation must be filed with the executed Agreement upon acceptance of the Proposal from the successful Bidder.

The Borough of Brentwood reserves the right to accept or reject any or all bids.

BY: George Zboyovsky, PE
Borough Manager

Publish:
June 25, 2015
July 02, 2015



BOROUGH OF BRENTWOOD

REQUEST FOR PROPOSALS (RFP)

RFP 2015-01

2015 SEWER PREVENTATIVE MAINTENANCE

BRENTWOOD, PENNSYLVANIA

REQUEST FOR PROPOSAL

June 25, 2015

**REQUEST FOR PROPOSALS (RFP)
RFP 2015-01**

**2015 SEWER PREVENTATIVE MAINTENANCE
BRENTWOOD, PENNSYLVANIA
REQUEST FOR PROPOSAL**

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NOTE: In this document the term "proposer" shall mean the person or firm making a proposal based on this RFP. The term "proposer", "consultant" and the term "firm" is used interchangeably. Also, the term "you" or "your" shall refer to the proposer.

SECTION 1. BACKGROUND

BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT

The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.

A. General Description

Brentwood is a small borough in the South Hills. The southern half of the municipality is surrounded by the Borough of Whitehall. The northern half of the community is roughly divided along its north-south axis by the City of Pittsburgh, to the west, and the Borough of Baldwin, to the east. Brownsville Road divides the community roughly in half along its east-west axis. It is a densely-populated community in Allegheny County: its 9,800 people live in houses and apartment buildings within an area that is only 1.5 square miles.

The Borough of Brentwood intends to continue a preventive maintenance program for its sanitary sewer collection system. This work will generally consist of cleaning, televising, documenting and reporting the condition of the gravity line portion of the collection system.

In comparing proposal submissions, consideration will not be confined to price only. The successful firm will be the one whose services and price are judged to best serve the interests of the Borough. The Borough of Brentwood reserves the right to reject any or all proposals or any part thereof, and to waive any informalities.

B. Program/Project Goal

The specifications herein demonstrate the minimum requirements of the Borough. The Borough of Brentwood reserves the right to reject any proposal not prepared and submitted in accordance with the specifications, or any proposal lacking sufficient literature to enable the Borough to make a reasonable determination of compliance to the specifications.

SECTION 2. PROPOSAL REQUIREMENTS

A. General

The Borough of Brentwood reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Borough of Brentwood.

The contract is subject to the approval of the Borough of Brentwood Council and is effective only upon their approval.

All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Borough of Brentwood review and approval for a period of ninety (90) days from the deadline for submitting proposals.

The Borough of Brentwood may initiate negotiations with the Contractor submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality level of service at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

B. Inquiries

All inquiries, questions, etc. concerning the RFP shall be forwarded to Vitali Alexandrov, Assistant Public Works Director by e-mail (valexandrov@brentwoodboro.com). Any changes to the RFP will be in writing, documented and forwarded to all participating proposers of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

C. Pre-Submission Conference

There will NOT be any Pre-Submission Conference for this project. Please refer to Item B for information regarding any inquiries.

D. Direct Contact

Direct contact with any Borough employee without the expressed permission of the Borough Manager or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

E. Proposal Submittal Requirements

Prospective packages (one (1) original and two (2) copies and one (1) electronic .PDF version), shall be submitted in a sealed envelope clearly marked in the lower left-hand corner **“RFP 2015-01; “2015 SANITARY SEWER PREVENTATIVE MAINTENANCE”** no later than **10:00 AM on July 16, 2015.** No proposal will be accepted after 10:00 A.M. and all proposals shall be delivered to the **Borough Offices, 3624 Brownsville Road, Pittsburgh, PA 15227.** All material submitted will become the property of Brentwood Borough and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

F. Debriefing

The Borough requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the Administrative Offices for public review. Request a review time during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

G. Examination of Data

Before submitting proposals, prospective Proposers shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Proposer has so familiarized himself and, therefore, no concession will be granted by the Borough because of any claim of misunderstanding or lack of information. Proposers are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by Proposer should be reported promptly to the Borough for correction or interpretation before the date of the opening of the proposal.

SECTION 3. WORK REQUIREMENTS

A. Scope of Work

INSTRUCTIONS: The following work elements and work tasks, along with the planning procedures presented as part of the work elements, constitute the work and product required to be performed and produced for a satisfactory **2015 SANITARY SEWER PREVENATIVE MAINTENANCE** for the Borough.

The successful Service Provider shall furnish all expertise, labor and resources for those tasks associated with the cleaning and maintaining of those sanitary sewer lines identified in Appendix A. The following generally highlights the services that the proposer will be required to perform:

- i. Cleaning, televising, documenting and reporting the condition of the gravity line portion of the sanitary sewer collection system in accordance with the Specification presented in Appendix B.
- ii. Provide value engineering and cost reconciliation recommendations.
- iii. Coordinate and conduct, at a minimum, one (1) monthly progress meeting and/or attend monthly progress meetings with Borough as required.

B. Project Schedule

The Service Provider shall prepare a project schedule based on the above Scope of Work with various milestones/benchmarks.

SECTION 4. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the Borough with information that will enable us to evaluate qualifications from interested firms, please provide your firm's responses as to the following items in the outlined order provided:

A. Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the Borough of Brentwood and the nature of this relationship or knowledge.

Note: Failure to clearly state and fully disclose any of the information required in the letter of transmittal shall be grounds for the Borough of Brentwood to reject the firm's proposals and will be grounds for immediate cancellation of any contract entered into between the Borough of Brentwood and the firm without payment of work completed.

B. Profile of Firm

This should be a brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Advertising brochures on the firm may be submitted as a part of this profile as long as the brochures specifically address the experience of the firm related to the work to be performed. Additionally, this profile should include:

- the location of the firm's office that will provide the proposed services;
- resumes of individual consultants or employees proposed to conduct the work and the specific duties of each consultant or employee relative to the proposed work;
- list relevant facility studies the architectural firm has completed;
- provide additional information regarding your firm's capabilities to produce a facility study for the Borough; and
- any other information describing the firm may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

C. Project Profiles

Provide specific project profiles of projects completed by the proposer's firm (including client name, project/facility type, project budget and photographs).

D. Project References

Provide a reference list including contact person, project name, address and phone number. Provide Recommendation letters.

E. Specialty Services

Identify specialty services or strengths of your organization.

F. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the Borough of Brentwood. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included. Include documentation of general equipment to be used for these services. Include samples of the output from the CCTV investigation, which should include color images of all recordable conditions, a pipe schematic with distance to each recordable condition with a description of said condition, and appropriate segment identification information.

G. Work Schedule

A project work schedule should be provided which includes time frames for each major work element, target dates for meetings, and dates for completion of draft and final documents.

H. Professional Fees

Provide your proposed fee to provide these services itemized **separately** for **each item** for the Borough as identified in the above Scope of Work and included in Appendix C. Full cost information should be provided that shows the unit price per lineal foot of the various sanitary sewer pipe.

The cost shall be based on the total quantity of pipe provided and "out-of-pocket expenses" and **shall not exceed the maximum cost proposed** unless an amendment to the contract is negotiated and approved by the proper authority of the Borough of Brentwood.

Your method of billing must be indicated. The preferred practice of the Borough of Brentwood is to pay for this type of service upon completion of the work; however, the Borough of Brentwood will consider paying on a periodic basis as substantial portions of the work are performed. **Regardless of the billing method used,**

ten percent (10%) of the total contract price will be withheld until the final product is approved by the Borough of Brentwood.

I. Legal Proceedings

- i. Identify all legal proceedings involving your firm in the past ten (10) years.
- ii. Identify Plaintiff, Defendant, and/or your firm's role in each proceeding.
- iii. Identify the outcome or current status for each legal proceeding.

J. Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Appendix D - Nondiscrimination Certification (For proposing firm)
- Appendix E – Acknowledgment of Truthful Representations
- Appendix F – Contract
- Appendix G – Proposer RFP Checklist

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL CONSULTANT

A. Consultant’s Responsibility

It shall be the Proposer’s responsibility to perform under this Contract and provide continuous and smooth operations of the work as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the Proposer of his responsibility to perform such work.

B. Annulment of Contract

Should the Proposer fail to fully satisfy the customer, or to comply with orders of the Borough, or to perform such work that has been rejected as defective and unsuitable, or if the Proposer shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Borough shall have the right to annul its Contract at the Borough’s convenience.

C. Personal Liability of Public Officials

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the Borough or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the Borough.

D. Insurance

The Proposer shall agree to keep in force, at their own expense, the following insurances. Inclusion of appropriate certificates of insurance will satisfy this requirement.

Insurance Requirements

Professional Liability	\$1,000,000.00
General Liability	\$1,000,000.00
Worker’s Compensation	\$100,000.00
Medical Insurance	\$ 500,000.00
Accidental Death	\$1,000,000.00
Automobile Liability	\$ 500,000.00
Umbrella (Excess Liability)	\$5,000,000.00

Upon award of Contract, the Proposer shall provide a copy of a Certificate of Insurance with the Borough of Brentwood named as an “Additional Insured” to Liability Coverage on the Certificate for the duration of the Contract.

SECTION 6.COMPLIANCE WITH THE RFP

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to the Borough of Brentwood, Vitali Alexandrov, Assistant Public Works Director, Brownsville Road, Pittsburgh, PA 15227, in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

SECTION 8. IMPLIED REQUIREMENTS:

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Borough of Brentwood, or its agencies, is not liable in any way for any costs incurred by the Proposer's in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

SECTION 10. REJECTION OF PROPOSALS

The Borough of Brentwood, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Unreasonable failure of a Proposer to promptly supply the Borough with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, are contingent upon budgetary constraints.

SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.** Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the date of the RFP opening and become the property of the Borough. If negotiations result in modifications to the RFP, then ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Borough of Brentwood.

SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated based in part on the technical and professional expertise and experience of the firm, the proposed method and the procedures for completion of the work and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. Brentwood reserves the right to add additional evaluation criteria as it deems appropriate.

A. Technical Expertise and Experience

The technical expertise and experience of the firm will be evaluated using the following factors:

- The overall experience of the firm in conducting work similar to that which is to be provided to the Borough of Brentwood.
- The expertise and professional level of the individuals proposed to conduct the work for the Borough of Brentwood.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

B. Procedures and Methods

The methods and procedures proposed to be used to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps and methods for managing the work to ensure timely and orderly completion. Also evaluated will be the firm's method of soliciting involvement and participation.

C. Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the unit prices to be received by the Borough of Brentwood, the overall level of expertise of the specific firm's personnel proposed to do the work for the Borough of Brentwood, examples of similar successful projects, and reputation of the firm.

D. Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- Advertise/Send Out RFP June 25, 2015
- Pre-Submittal Meeting NA
- Deadline for RFP July 16th at 10:00 AM
- Review Proposals July 16th – July 28th
- Identify Firm July 28th
- Council Action July 28th
- Award Project/NTP **July 29th**

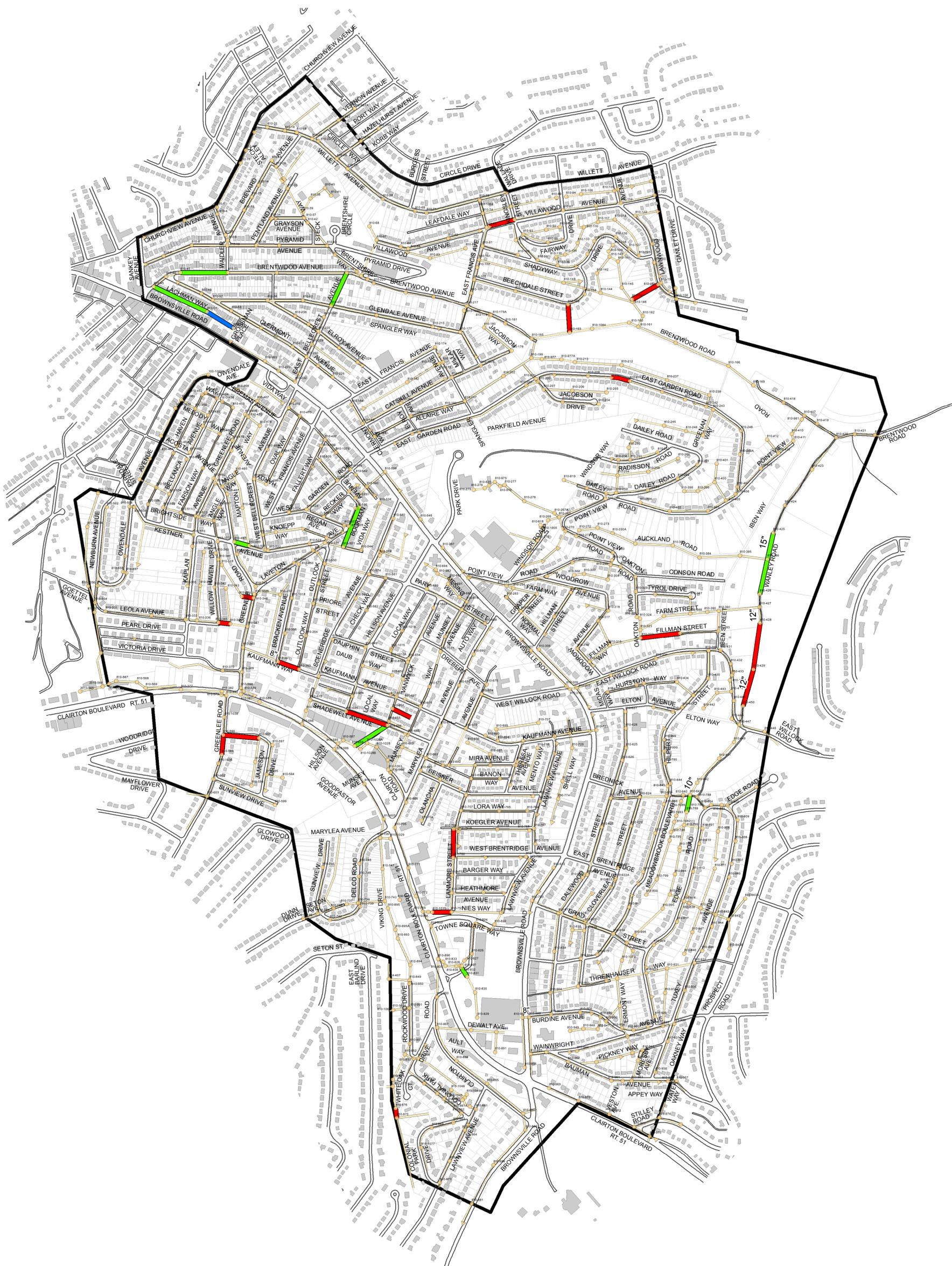
SECTION 14. CONTRACT

A proposed agreement is included (**APPENDIX F**) for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the Borough of Brentwood reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

END

Appendix A:

2015 Preventative Maintenance Map of Borough



*** Heavy Cleaning designations (ie. Grease, Jetting, Roots) are for informational purposes. There may be roots or grease in lines designated as something other. Contractor is expected to fully clean lines at the contract price regardless of what is encountered.

8" - 5,608.3'
 10" - 151.7'
 12" - 1,162.6'
 15" - 236.4'

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Date: May 26, 2015
 Job No. C-40094-1501

Scale
 0 200 400 800 Feet
 1 inch = 400 feet

Brentwood Borough

2015 Preventative Maintenance



- Grease
- Jetting
- Roots
- Sewer Line
- End Of Pipe
- ▲ Lamphole
- Manhole
- T-Connection
- Building Footprints
- Parcels
- ▭ Municipal Boundary

Appendix B:
Project Specifications

SANITARY SEWER PREVENTIVE MAINTENANCE SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the specifications for the preventative maintenance of combined and sanitary sewers of various sizes throughout the municipality.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.

1.3 PROJECT CONDITIONS

- A. **Interruption of Existing Sanitary Sewerage Service:** Any work conducted by the Contractor during execution of any part of this contract which creates flooding or surcharge conditions to the system and/or public or private properties will be the responsibility of the Contractor to correct at no expense to the Municipality. The Contractor will be responsible for any necessary cleaning action required to restore the public/private property to its original condition prior to being damaged at no cost to the Municipality. The Contractor will also be responsible for any insurance claims due to surcharges into resident's homes due to the actions of the Contractor.
- B. In the event of any backup or damage as described above, the Contractor will be required to arrive on site within four (4) hours to repair the issues that caused the conditions in the above paragraph. Failure to arrive within the prescribed time period will result in a charge of **one hundred dollars (\$ 100.00) per hour** until the Contractor arrives on site with proper labor and equipment to correct the event referenced above.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SPECIFICATIONS FOR INTERNAL TELEVISION INSPECTION

- A. **Scope**
 - 1. Provide all labor, materials, and equipment required to inspect via closed circuit television inspection and clean the sanitary sewer segments listed on the bid schedule and/or as shown on the plans.
 - 2. Provide two (2) copies of television inspection records in both typed and digital format including read only copies of the software (Microsoft Access or approved equal based program - for example, Wincan) indicating the locations and descriptions of all laterals, structural defects, leaking joints, etc.

PREVENTIVE MAINTENANCE CONTRACT; Borough of Brentwood

3. Provide to the Owner's representative or Engineer two (2) copies of a color recording of inspections on the following:
 - a) DVD+ (digital file DVD to allow linkage to GIS systems) format
 - b) External hard drive- minimum of 250GB
 4. Inspections shall be conducted by a National Association of Sewer Service Companies (NASSCO) certified operator.
- B. Products

1. The television camera used for the inspections shall be one specifically designed and constructed for such inspections. Lighting for the camera shall be sufficient to provide a clear picture of the entire pipe periphery. 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 picture quality to the satisfaction of the Owner's Representative; and if unsatisfactory, equipment shall be removed and no payment will be made for any unsatisfactory inspection.
2. Self-propelled robotic pan and tilt cameras shall be used for the entire project. If a robotic camera is not possible to be utilized due to site limitations or equipment failures, a winch, cable or other device that does not obstruct the camera view or interfere with observation of the sewer conditions may be used. Push rod type cameras are not acceptable unless no other method is possible.
3. The television camera used for the inspection shall be one specifically designed and constructed for such inspection and shall be capable of meeting NASSCO performance requirements. The camera, television monitor and other components of the video system shall be capable of meeting NASSCO performance requirements and producing a minimum 500-line resolution video picture.
4. The software associated with the camera system shall be capable of documenting observed conditions in digital format and documenting defects using standardized Pipeline Assessment Certification Program (PACP) digital coding and rating system.
5. Final database file submittals shall be made in a format such that WinCan 7 is able to be used to review the videos and upload data to the Borough's CCTV database. If other software is used, after approval, data must be exported by the CCTV Contractor prior to submittal to the Engineer's office for review. Formats that do not upload to the CCTV database will not be accepted.

C. CCTV INSPECTIONS

1. Field Procedures During Internal Television Inspection
 - a. When the depth of flow at the upstream manhole of the sewer line section being worked on is above 20% of the diameter of the pipe, the flow shall be reduced to 20% of the pipe diameter by plugging or blocking of the flow, or by pumping and bypassing of the flow as specified. If the CCTV footage submitted exceeds the 20% maximum, the footage will be considered incomplete and additional televising will be required to complete the requirement.
 - b. The sewer segments shall be visually inspected by means of closed-circuit televising.
 - c. All inspections originating at a manhole shall begin with the camera in the manhole and shall include a visual inspection of the manhole wall, bench area, and pipe entrance or exit into the manhole.

SANITARY SEWER PREVENTATIVE MAINTENANCE SPECIFICATIONS

- d. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the camera be pulled at a speed greater than 30 feet per minute.
- e. In the event that the camera is unable to pass an obstruction, the sewer segment shall be inspected from the opposite direction to ensure as complete an inspection as possible. If the opposite direction structure is not accessible, the Contractor shall be required to include in the report the reason (i.e. US MH BURIED, US Structure is a Lamphole -visible at surface). The words "no access" are not acceptable unless verified by the Municipality.
- f. The importance of accurate distance measurements is emphasized. Measurements for location of defects and any building lateral connections shall be surface distances by means of a line counter or meter device. Marking on the cable, or the like, which would require adjustments for the depth of manhole, will not be allowed. Accuracy of the meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's Representative.
- g. **The Borough's representative shall witness all CCTV inspections.**

2. Labeling

The following are several commonly used words/abbreviations to be used on the mapping and CCTV Footage:

- a. DNE: Does Not Exist; to be used ONLY when the mapping shows that an access point/structure exists, but the CCTV footage shows that the access point/structure does not exist.
- b. EOP: End of Pipe; to be used ONLY when the CCTV camera reaches the end of a line and no access point/structure exists, including lampholes, manholes, inlets, etc.
- c. TEE: to be used when the segment discharges into a line perpendicular and an access point/structure is not visible.
- d. Buried: to be used ONLY when the CCTV camera shows the structure visually and the structure cannot be seen on the surface.

3. Documentation

- a. The personnel completing the closed circuit television inspection for the project shall be trained and certified in accordance with NASSCO Pipeline Assessment and Certification Program (PACP) requirements for documenting closed circuit television inspections in digital format.
- b. Printed and electronic location and defect records shall be kept which shall clearly show the location, in relation to adjacent manholes, of each source of extraneous flow, structural defect, hydraulic constriction, cracked or collapsed section, buried manhole, or other condition discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of the extraneous flow from such services, joints,

PREVENTIVE MAINTENANCE CONTRACT; Borough of Brentwood

unusual conditions, presence of scale and corrosion, and sewer line sections that the camera failed to pass through and reasons for the failure and other discernible features shall be recorded in printed and digital form and a copy of such records shall be supplied. **Contractor shall pay particular attention to all service laterals where extraneous flow is observed and so noted on the printed and electronic location and defect records.**

- c. The above inspection logs shall, in addition to location reference, have a digital defect code and digital level of severity or grade associated with each condition noted in the inspection log. These codes and grades shall be with the rating system utilized in the NASSCO Pipeline Assessment and Certification Program (PACP) or other comparable national standard.
- d. The digital format requires an individual .mpeg file for each inspection to allow for linking to GIS systems. Individual .mpeg files shall be named correlating to the beginning and end manholes, further identified as "PRE" or "POST" cleaning inspection videos. Example: "819-241_819-242_PRE", indicates that the CCTV started from MH 819-241 and finished at MH 819-242 and that it was a pre-cleaning survey.
- e. DVD Recordings: The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features may be supplied at the option of the Contractor. The audio record shall include the street name corresponding to the sewer segment, the identification numbers of upstream and downstream manholes, the direction of camera travel, and a description of observed problems. Superimposed on the visual record shall be the distance of the camera view from a reference manhole.
- f. All work that is not in full compliance with the PACP coding will be returned to the Contractor to be corrected at the Contractor's expense.

3.2 SEWER LINE CLEANING

A. Scope

1. The sewer line cleaning is to remove foreign materials from the lines to allow for unrestricted passage of sewer televising.
2. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning was attempted or continued. These conditions shall be clearly labeled on the inspection log.
3. The Contractor shall be required to search for access manholes up to a 20-minute maximum time period. If, in the event, the Contractor cannot find the designated access manhole, the Contractor shall be required to notify the Engineer for direction.
4. **Additional time for the Contractor to search for access manholes beyond the directed 20 minute time period requires written permission from the Municipality's Representative.**
5. Any search without written permission will not be paid.

PREVENTIVE MAINTENANCE CONTRACT; Borough of Brentwood

B. Products

1. All high-velocity sewer cleaning equipment shall be constructed 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 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floors. 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. The equipment shall also include a vacuum, vacuum hose and enclosed debris tank for appropriate disposal of waste material flushed from the sewer line.
2. Roots shall be removed where root intrusion is a problem. Special attention shall be used during the cleaning operation to assure complete removal of roots from the joints. The use of robotic root cutting equipment and porcupines may be used to complete this task.
3. Bucket machines 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. A power rodding machine shall be either a sectional or continuous type capable of holding a minimum of 750 feet of rod. The rod shall be specifically treated steel.

C. Field Procedures During Cleaning of Sewers

1. Preventative maintenance and heavy cleaning operations are defined as all operations to remove materials to meet the criteria of item 3.2.C.1 as determined by the Engineer beyond the definition of light cleaning operations. Such cleaning operations will be employed to remove roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions.
2. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer.
3. It shall be the Contractor's responsibility to provide all water for the hydrocleaning operation. If the Contractor wishes to use the local water company as a source of supply for water, he must first contact the water company to determine their permit requirements and/or required fees prior to placing his bid for the work
4. The designated sewer sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner's Representative. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes.
5. **If roots are encountered during the hydrocleaning operation which prevents the completion of the cleaning, the Contractor shall use root cutting equipment to remove the root intrusion.**
6. All sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing materials

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from manhole section to manhole section, which could cause line blockages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

7. In the event that the Contractor's equipment becomes lodged in the sewer, the Contractor shall notify the Engineer or Municipality as soon as practicable, but no later than the end of the same work day. The Contractor shall take all steps necessary to safely remove the equipment in a timely manner without damaging the sewer, and without causing a sewer overflow. If the lodged equipment must be removed by excavation, the Contractor shall be responsible for following the Municipality's standards for such excavations and repairs. All such retrieval operation costs, including labor, equipment, material, restoration, etc. shall be at the Contractor's sole expense.
8. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of at a site approved by the Owner. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the work site beyond the stated time, except in totally enclosed containers and as approved by the Owner.
9. Acceptance of sewer line cleaning shall be made upon successful completion of the television inspection and shall be to the satisfaction of the Owner's Representative. If CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the line(s) at the expense of the Contractor.
10. Payment for Pre-Cleaning CCTV Inspections, utilized only if there is no cleaning necessary on the manhole-to-manhole sanitary sewer pipe segment specified, shall be made on a lineal foot basis, complete in place
11. Payment for the preventative maintenance and heavy cleaning of the sanitary sewers shall be made on a lineal foot basis, complete in place.

3.3 REMOVAL OF PROTRUDING SERVICE TAPS

A. Scope

1. The Contractor will be responsible for the internal removal of all protruding service taps that prevent the camera from passing to continue inspections.
2. Removal of protruding service taps require pre- and post-photos and/or pre- and post-video footage of the segment in order for payment to be made under the "Removal of Protruding Service Taps" bid item. Payment will not be considered for work not meeting these requirements.

B. Field Procedures During Removal of Protruding Taps

1. The Contractor will be required to trim the protruding service taps as flush as possible with the main sewer line using a high speed rotating hydraulic cutter.
2. All debris must be removed from the sanitary sewer system after protruding service taps are cut.

3.4 Bypass Pumping of Sewage

SANITARY SEWER PREVENTATIVE MAINTENANCE SPECIFICATIONS

PREVENTIVE MAINTENANCE CONTRACT; Borough of Brentwood

- A. The Contractor shall perform bypass pumping of the sewage during the Preventative Maintenance as required under NASSCO Pipeline Assessment and Certification Program (PACP) criteria and as specified here within:

1. By- pass Pumping

- a. When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer segment in which work is to be performed. The Contractor will be responsible for furnishing the necessary labor, materials, equipment and supervision to set up and operate the pumping and bypassing system.
- b. The by-pass shall be made by diversion of the flow from the existing upstream access point and pumping the flow into a downstream access point in the sanitary sewer system. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rain event. A stand-by pump must be on-site at all times during bypass operations.
- c. The Contractor shall remove the pumps and plugs from the site at the end of each day of work.
- d. Any damage caused by the plugging and pumping shall be repaired or restored at the expense of the Contractor.

2. Plugging or Blocking

- a. A sewer line plug shall be inserted into the line upstream of the section being worked on. The plug shall be so designed that all or any portion of the sewage can be released. After the work has been completed, flow shall be restored to normal.
- b. When flow in a sewer line is plugged or blocked 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.
- c. The Contractor shall remove the blocks and plugs from the site at the end of each day of work.
- d. Payment for plugging and blocking shall be incidental to the lineal foot cost for internal television inspections.

3.5 LOCATING MANHOLES FOR WORK ACCESS

- A. The Contractor will be required to search for the access manholes up to a 20-minute maximum without additional compensation. Any additional time that is spent to locate the access manholes will be paid for under a separate pay item in the Bidding Schedule. In order for the Contractor to continue the search beyond 20 minutes, written permission must be granted by the Municipality's representative.

3.6 MANHOLE INSPECTIONS

- A. Manholes shall be inspected in accordance with Manhole Assessment and Certification Program (MACP) standards and perform a full MACP evaluation of each inspected manhole.
- B. Inspection data shall be presented in a spreadsheet format that follows Table 1. A matching XCEL spreadsheet will be provided prior to commencement of the manhole inspections.

SANITARY SEWER PREVENTATIVE MAINTENANCE SPECIFICATIONS

3.7 PERMITS

- A. The Participating Municipality will be responsible for obtaining any Highway Occupancy Permit required to complete the Work. Any change of work resulting in the revisions of the contract documents shall be the responsibility of the Contractor. Any additional costs resulting from a change of the work shall be processed according to the contract documents.

END OF SECTION

Appendix C:
Unit Price Bid Form

For (Contract):

Application Period:

A					B
Item No.	Description	Proposed Bid Quantity	Unit	Unit Price	Bid Value
1	8" Sewer Preventative Maintenance CCTV	5608.3	L.F.		
2	10" Sewer Preventative Maintenance CCTV	151.7	L.F.		
3	12" Sewer Preventative Maintenance CCTV	1162.6	L.F.		
4	15" Sewer Preventative Maintenance CCTV	236.4	L.F.		
5	18" Sewer Preventative Maintenance CCTV	0	L.F.		
6	21"-24" Sewer Preventative Maintenance CCTV	0	L.F.		
7	27"-30" Sewer Preventative Maintenance CCTV	0	L.F.		
8	36"-42" Sewer Preventative Maintenance CCTV	0	L.F.		
9	8" Sewer Preventative Maintenance Cleaning	5608.3	L.F.		
10	10" Sewer Preventative Maintenance Cleaning	151.7	L.F.		
11	12" Sewer Preventative Maintenance Cleaning	1162.6	L.F.		
12	15" Sewer Preventative Maintenance Cleaning	236.4	L.F.		
13	18" Sewer Preventative Maintenance Cleaning	0	L.F.		
14	21"-24" Sewer Preventative Maintenance Cleaning	0	L.F.		
15	27"-30" Sewer Preventative Maintenance Cleaning	0	L.F.		
16	36"-42" Sewer Preventative Maintenance Cleaning	0	L.F.		
17	8" Post Preventative Maintenance CCTV	5608.3	L.F.		
18	10" Post Preventative Maintenance CCTV	151.7	L.F.		
19	12" Post Preventative Maintenance CCTV	1162.6	L.F.		
20	15" Post Preventative Maintenance CCTV	236.4	L.F.		
21	18" Post Preventative Maintenance CCTV	0	L.F.		
22	21"-24" Post Preventative Maintenance CCTV	0	L.F.		
23	27"-30" Post Preventative Maintenance CCTV	0	L.F.		
24	36"-42" Post Preventative Maintenance CCTV	0	L.F.		
25	Traffic Controls	1	L.S.		
Totals					

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1:

1. Description: 8" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

B. Unit Price No. 2:

1. Description: 10" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

C. Unit Price No. 3:

1. Description: 12" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

D. Unit Price No. 4:

1. Description: 15" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

E. Unit Price No. 5:

1. Description: 18" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

F. Unit Price No. 6:

1. Description: 21"-24" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

G. Unit Price No. 7:

1. Description: 27"-30" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

H. Unit Price No. 8:

1. Description: 36"-42" Pre-Preventative Maintenance CCTV, including one pass with a jetter to remove cobwebs and minor sediment, CCTV of the sewer prior to Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

I. Unit Price No. 9:

1. Description: 8" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

J. Unit Price No. 10:

1. Description: 10" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

K. Unit Price No. 11:

1. Description: 12" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

L. Unit Price No. 12:

1. Description: 15" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

M. Unit Price No. 13:

1. Description: 18" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

N. Unit Price No. 14:

1. Description: 21"-24" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

O. Unit Price No. 15:

1. Description: 27"-30" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

P. Unit Price No. 16:

1. Description: 36"-42" Preventative Maintenance Cleaning, including the necessary Heavy Cleaning required (after the completion of pre-CCTV) to complete the removal of all roots, mineral deposits, sludge, grease, dirt, debris, or other obstructions, removal of protruding taps, labor, equipment and personnel necessary to complete the task, disposing of waste outside of the Participating Municipality at an approved site, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

Q. Unit Price No. 17:

1. Description: 8" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

R. Unit Price No. 18:

1. Description: 10" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

S. Unit Price No. 19:

1. Description: 12" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

T. Unit Price No. 20:

1. Description: 15" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

U. Unit Price No. 21:

1. Description: 18" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

V. Unit Price No. 22:

1. Description: 21"-24" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

W. Unit Price No. 23:

1. Description: 27"-30" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
2. Unit of Measurement: Linear Feet (L.F.)

X. Unit Price No. 24:

1. Description: 36"-42" Post-Preventative Maintenance CCTV, including the CCTV of the sewer after the completion of Preventative Maintenance Cleaning operations, labor, equipment and personnel necessary to complete the task, as per the Contract Specifications, complete in place.
Unit of Measurement: Linear Feet (L.F.)

Y. Unit Price No. 25:

1. Description: Traffic Controls per Participating Municipality, as per the Contract Specifications, complete in place
 2. Unit of Measurement: Lump Sum (L.S.)
-

Appendix D:

Non-Discrimination Certification

APPENDIX D
REQUEST FOR PROPOSALS FOR BANKING SERVICES

[THIS CERTIFICATION IS REQUIRED]

NONDISCRIMINATION

Nondiscrimination and equal opportunity are the policy of the Commonwealth/[City, et al] in all its decisions program, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, 43 P.S. dd d 951, *et. seq.*, and (43 P.S. dd d 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

During the term of this contract, the Contractor agrees as follows:

(a) Contractor shall not discriminated against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not 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. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

(b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

(c) Contractor shall send each labor union or workers' representative with whom it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further **Borough of Brentwood** contracts, and other sanctions may be imposed and remedies invoked.

(g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the **Borough of Brentwood** Borough Manager, for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the **Borough of Brentwood** Borough Manager.

(h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

(j) Contractor's obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

Organization

BY _____

TITLE _____

Appendix E:

Acknowledgment of Truthful Representations

APPENDIX E

ACKNOWLEDGEMENT OF TRUTHFUL REPRESENTATIONS

Please read and sign the statement below.

(Unsigned proposals will be discarded and not be considered.)

The facts set forth in the submittal are true and complete, to the best of my knowledge. I understand that if contracted, false statements on this submittal shall be considered sufficient cause for termination of any agreements. I authorize any of my references to provide any information regarding previous work done related similar projects. I agree that the Borough of Brentwood and my references shall not be held liable in any respect if an agreement is not reached, is withdrawn, or the agreement is terminated because of false statements, omissions or answers made by me in this submittal.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

Appendix F:
Contract

Appendix G:
Proposer's RFP Checklist