Ivins City Staff Report
City Council Meeting 3/5/2020

Agenda Item: Consider approval of expenditure for leasing sonar sewer inspection equipment

Submitted by: Charles R Gillette, P.E., Public Works Director and City Engineer

Recommended City Council Action:
Approve expenditure of $11,250 for leasing sonar sewer inspection equipment

BACKGROUND:
Ivins City public works has set a maintenance goal of cleaning sewer lines every two years in accordance with best practices for maintenance. We also have a goal of conducting video inspections of the pipes every 10 years. The City has budgeted $27,000 to perform video inspections for the current fiscal year.

Public Works has recently been made aware of a new technology that allows for rapid assessment of sewer line conditions using sound waves. A sounding and receiving device is placed in two adjacent manholes and, within a couple of minutes, the devices determine if the pipe between the two manholes is either fully plugged (unlikely) or partially clogged using a scoring system to determine the degree of obstruction. This program could be a way to reduce the cost of cleaning. Many, in fact most, pipes are clean and do not require frequent cleanings, but under the current program, we clean all pipes to ensure that we clean remove debris from the dirty ones. Instead of cleaning pipes that may not need cleaning, we would start cleaning only the pipes that are identified as being obstructed by the sonar survey equipment.

FINDINGS AND ANALYSIS:
The devices are not available for purchase. The device may either be leased for a period of 6 months at a cost of $22,500 or you may hire the device company to provide the labor and crew at a cost of $0.14 per lineal foot. Ivins City has 56 miles of sewer pipe of which would cost $41,000 to survey the entire system using their crew. Staff has requested the company to allow Ivins City to split the cost of the device with the City of Santa Clara and the company has agreed to the arrangement. The total cost therefore would be $11,250. Staff is recommending that we lease this equipment in place of the video inspections.

SUPPORT MATERIALS:
Quotation
Lease Agreement

FINANCIAL IMPACT:
This item has been included in the FY20 Budget:
52-4031.5: $11,250

Respectfully Submitted:

Charles Gillette, P.E., Public Works Director/City Engineer

Content Review:

Dale Coulam, City Manager

RH Borden and Company LLC
1659 W. Cornerstone Dr
South Jordan, UT 84095 US
bob@rhbordenandcompany.com

Quotation

ADDRESS
Mr. Charles R Gillette
City of Ivins
55 N Main St
Ivins, UT 84738 United States

SHIP TO
Mr. Charles R Gillette
City of Ivins
55 N Main St
Ivins, UT 84738 United States

QUOTATION # 1164
DATE 02/12/2020

SHIP DATE
03/19/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3 M	3 Months of full access to Transmissive Acoustic Rapid Assessment Tool (SL-RAT) and Online Data Organizer (SL-DOG) for the purpose of performing rapid sewer line assessments.	3	3,750.00	11,250.00

TOTAL **$11,250.00**

Accepted By

Accepted Date

RH Borden and Company, LLC
1659 West Cornerstone Drive
South Jordan, Utah 84095
801-450-1884
www.rhbordenandcompany.com

Sewer Collections System Assessment and Data Package Subscription Agreement

This agreement made this _____ day of _____ by and between Ivins City with primary business address of 55 N Main St., Ivins, UT 84738 hereinafter referred to as The User, and RH Borden and Company, LLC with primary business address of 1659 West Cornerstone Drive, South Jordan, UT 84095, hereinafter referred to as The Provider. These parties jointly are hereinafter referred to as The Parties.

- Annual Start Date: March 19th
- Monthly Subscription Rate: $3,750

1. The Parties hereby agree to the following:

    a. The Provider will provide to The User:
        i. The free and unobstructed use of a personalized Sewer Line Data Organizer web based Data Portal, known as SL-DOG developed by InfoSense, Inc. providing access to all sewer line assessment data collected by The User by means of the SL-RAT data collection system. The SL-DOG is cloud based data storage, accessed via user-name and passwords managed by The User. The User will have unlimited use of the SL-DOG portal as configured by InfoSense, Inc. for access by The User. The User will have the same use and access to all updates, generations, iterations and improvements of the same which may be developed at a future date by InfoSense, Inc.
        ii. One set of data collection equipment, known as SL-RAT (Sewer Line Rapid Assessment Tools) comprised of one SL-RAT Transmitter and one SL-RAT Receiver, with battery charger for each and connection cables which may be required for downloading data from SL-RAT to The User's computers.
        iii. Up to two days of operator class room and field training, as required by The User, to be competent in data collection using SL-RAT, and data management and interpretation using SL-DOG.
        iv. Ongoing in-service training as reasonably requested by The User.

2. In consideration of the foregoing, The User understands that:

    a. Use of the SL-DOG and SL-RAT as specified in paragraph 1, a. through d. does not constitute ownership of the same, rather The User will use the data, portal, equipment and all other items and appurtenances as a Subscriber thereto.
    b. Ownership of the equipment, items and appurtenances herein described resides in InfoSense, Inc., 8116 South Tryon Street, STE B3-203, Charlotte, NC 28273. If at any time InfoSense, Inc. determines, at its sole discretion, that the systems, equipment, or any other appurtenances are

in jeopardy, they may terminate this agreement, discontinue the use of SL-Dog and recall all SL-RAT equipment.

c. The SL-RAT and all ancillary items will be used solely and exclusively for the purpose for which they were intended and for which instruction is provided. They shall not be used for any other purpose. Any damage caused by abuse or misuse will be the exclusive responsibility of The User and all costs for the repair or replacement of the same shall be borne by The User. Repair of any equipment referred to in this agreement will not, under any circumstances be attempted by The User or anyone under control of The User. Replacement or repair due to normal wear and tear due to normal and expected use will be the responsibility of The Provider. The decision to replace or repair will be at the sole discretion of The Provider.
d. Repair or Replacement of the SL-Rat or SL Dog or appurtenances required because of workmanship will be covered by the standard terms and conditions of the Limited Warranty provided by InfoSense, Inc.
e. Equipment Liability. Customer assumes full liability for the proper use and handling of any equipment provided under this agreement and holds Provider and their Affiliates harmless to any liability whatsoever while the equipment is in the possession of the Customer.

3. Term. The term of this agreement shall be for 3 months each year beginning on the Annual State Date stated above and will automatically renew from year to year unless cancelled in writing by either party within at least 30 days prior to the anniversary date hereof. This agreement is non-cancellable, except for cause. This agreement is cancellable by either party for cause.

4. The Parties hereby agree that the use of services, data, equipment or any other amenities are provided as a Subscription at the Monthly Subscription Rate stated above. The Monthly Subscription Rate is due and payable at the offices of The Provider on the first day of each month beginning with the first payment with the execution of this agreement. Succeeding payments will commence on the first day of the second month following delivery of the SL-RAT to The User.

5. The Parties agree that this Subscription Agreement constitutes the entire agreement and understanding between them and supersedes any other written or oral agreement now in place pertaining to this subject. It is understood that this agreement is legally binding upon each Party, their successors and assignees. Any change or modification hereto may only be made in writing and agreed to by an officer or owner of each Party.

In agreement hereof and in recognition that we are authorized to execute agreements for our respective Party, we hereto set our signatures:

RH Borden and Company, LLC by

_____

Date_____

Ivins City by

_____

Date _____