

<p align="center"><b>STRATEGIC PURCHASING DIVISION</b></p>	<p align="center"><b>CITY OF HOUSTON, TEXAS</b>  <b>ADDENDUM 1</b>  <b>NOTICE OF BEST VALUE BID (BVB)</b>  <b>SOLICITATION NO.: S46-L24777</b></p>	<p align="center"><i><b>"PARTNERING TO BETTER SERVE HOUSTON"</b></i></p>
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**NIGP CODE:** 968-71

**SOLICITATION DUE DATE/TIME:** DECEMBER 5, 2013 at 10:30 A.M., CST

**SUBMITTAL LOCATION:** City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002

**DESCRIPTION:** RESIDUALS TRANSPORTATION SERVICES

<b>PRE-BID CONFERENCE:</b>	<i>Date</i>	<i>Time</i>	<i>Location</i>
	10-17-2013	10:00 AM	PWE Warehouse, 319 St. Emanuel, Contracts Conference Room 53 Houston, TX 77002

In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**  
Eric Alexander

\_\_\_\_\_  
Name  
eric.alexander@houstontx.gov  
\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City Purchasing Agent  
\_\_\_\_\_  
Date

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S46-L24777**

**1.0 SUBMITTAL PROCEDURE:**

1.1 Sealed bids, two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and five (5) additional electronic thumb drives or CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a separate sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby St.  
Houston, Texas 77002

1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.

1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

**2.0 BEST VALUE BID FORMAT:**

2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

2.3 The complete Bid packet shall consist of the following items:

<b>TABLE 1 – REQUIRED BID FORMS</b>
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
*Pay or Play Program Acknowledgement Form
*Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)
Contractor's Questionnaire
List of Subcontractor(s)
M/WBE Attachment A & B Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel

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Financial Statements
Bid Submittal Data – see Section 7.2 of Scope of Work – Page 34
Five (5) Electronic Thumb Drives

\* Documents/forms can be downloaded from the City's Website: <http://purchasing.houstontx.gov/index.shtml>

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

**3.0 PRE-BID CONFERENCE:**

3.1 A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

**4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

4.1 Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Eric Alexander, telephone: (832) 393-8704, fax: (832) 393-8759, or e-mail (preferred method to): [eric.alexander@houstontx.gov](mailto:eric.alexander@houstontx.gov), no later than Friday, October 25, 2013 at 2:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

**5.0 LETTER(S) OF CLARIFICATION:**

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

**6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
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6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

**7.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

7.1 Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

**8.0 ACCEPTANCE AND REJECTION OF BIDS:**

8.1 The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.

8.2 The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

**9.0 HIRE HOUSTON FIRST:**

**9.1 Designation as a City Business or Local Business**

9.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

9.1.3 Submit the completed application forms to: Office of Business Opportunity, Houston Business Solutions Center, 611 Walker, Lobby Level, Houston, TX 77002 (832) 393-0954 or Applications may be submitted via e-mail to houstonBSC@houstontx.gov or faxed to 832.393.0650.

**9.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--- Pursuant to Chapter 15 of the City Code of Ordinances**

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
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- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

**10.0 PROTEST:**

10.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the BVB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

10.2 A protest shall include the following:

10.2.1 The name, address, e-mail, and telephone number of the protester;

10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;

10.2.3 Identification of the BVB description and the BVB or Contract number;

10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and

10.2.5 The desired form of relief or outcome, which the protester is seeking.

**11.0 NO CONTACT PERIOD:**

11.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

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**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
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- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **March 1, 2014** for a term of five (5) years.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.
- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids received prior to Contract award.

**UNIFORM INSTRUCTIONS TO OFFEROR(S)**  
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- 16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. Any subcontracting not specified in the BVB will need prior written approval from the City Purchasing Agent.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "A"**  
**DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"Biosolids" are wastewater solids that have been processed according to the current provisions of 40 CFR Part 503 and 30 TAC, Chapter 312 and any revisions and amendments.

"Biosolid Marketing Contract" is the City's Agreement for Sale and Marketing of Biosolids with a third party, currently Automation Nation, Inc., and any successor agreement or similar agreement for the sale and marketing of the City's biosolids.

"City" is defined in the preamble of this Agreement and includes its successors and assigns. The Director is authorized to act on behalf of the City when the term "City" is used in this Contract and the task does not amend this Contract or require an expenditure by the City of more than \$50,000.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO.: S46-L24777

"Residuals" means biosolids and other municipal waste remaining after treatment at one of the City's wastewater treatment plants and requiring disposal in accordance with Title 40 of the Code of Federal Regulations.

### SECTION B SCOPE OF WORK/SPECIFICATIONS

#### 1.0 GENERAL

- 1.1 The Contractor shall provide the specified equipment and labor to perform residuals transportation services for the City of Houston (City) to aid in the operation and maintenance of City wastewater treatment plants (WWTP) and collection systems. These services can be summarized as hauling Contractor-provided containers containing residuals generated at City wastewater facilities to City-identified destinations on schedules developed by the City.
- 1.2 The Contractor shall provide all labor, supervision, equipment, appurtenances, and resources needed to provide the required services.
- 1.3 The equipment and drivers provided under this contract are perhaps the most publically visible portion of the City's biosolids management program. The Contractor shall ensure that all of its equipment is clean and in good working order at all times and that the drivers conduct themselves in a professional and courteous manner at all times.
- 1.4 As required by this Contract or as requested by the CTR, UDR, or the Contractor, the Contractor shall develop and may amend standard operating procedures for services under this Contract. The standard operating procedures shall be approved by the CTR and UDR prior to implementation by the Contractor and shall be consistent with this Contract, all Environmental Laws, ISO 14000 for Environmental Management, the City's Biosolids Management Plan, and National Biosolids Partnership Biosolids Management Program requirements. Once approved, the Contractor shall be bound to follow such standard operating procedures as if they were part of this Contract. The Contractor shall not amend any standard operating without approval from the CTR and UDR.

#### 2.0 RESIDUALS

##### 2.1 **Description:**

- 2.1.1 Residuals that the Contractor shall transport under this agreement include: 1) Non-hazardous, mechanically dewatered waste activated sludge cake (>10% solids by weight) from City wastewater treatment plants; 2) Non-hazardous heat dried pellets (>70% solids by weight) from City wastewater treatment plants; 3) Non-hazardous, waste activated sludge (>2% solids by weight), thickened or unthickened and digested or undigested; 4) Non-hazardous solids (>2% solids by weight) removed while cleaning City wastewater lift stations and plant process units; and 5) related debris, aggregate material, and other materials that are compatible with the provided equipment.
- 2.1.2 The above indicated residuals solids concentrations are what are expected to be placed into the provided transportation containers. However, the hauled residuals concentrations may vary by the amount of rain water entering the transport containers while staged empty or loaded.
- 2.1.3 The City shall perform regularly scheduled testing to ensure that all residual materials are non-hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA"), Characteristic Hazardous Regulation (i.e., toxic, ignitable, reactive, and corrosive). The City shall provide this data to the Contractor upon written request.
- 2.1.4 The City performs regularly scheduled testing to ensure that all biosolid products (i.e., stabilized residual material) are prepared according to applicable regulations (e.g., 40 CFR 503, 30 TAC Chapter 312, etc.). This data is available to the Contractor upon written request.

# **SPECIFICATIONS / SCOPE OF WORK**

## **SOLICITATION NO.: S46-L24777**

2.1.5 Terms not otherwise defined in this Part 2.0 have the meanings provided in Title 40 of the Code of Federal Regulations, as amended.

### **2.2 Characteristics:**

- 2.2.1 A summary of prior results of laboratory analyses performed on waste activated sludge, mechanically dewatered waste activated sludge cake, and heat dried pellets from the City's WWTPs is available upon written request from the Contractor.
- 2.2.2 A summary of prior results of laboratory analyses on solids removed while cleaning City wastewater lift stations and plant process units is available upon written request from the Contractor.
- 2.2.3 The Contractor may request samples of the City's residual material for their own analyses. The Contractor shall be responsible for submitting a written Sampling and Analyses plan for City-approval in advance. The Contractor shall be responsible for collecting and handling all samples.
- 2.2.4 The Contractor may be required to handle material with characteristics that differ from historic data.
- 2.2.5 The mechanically dewatered residuals material generally has a consistency of a wet gelatinous material; however, material properties may vary.
- 2.2.6 The head dried residuals material generally has a consistency of a dust or pellet material; however, material properties may vary.
- 2.2.7 The sludge residuals material generally has a consistency of a liquid material; however, material properties may vary.

### **2.3 Production:**

- 2.3.1 Residuals material production has historically been highly variable from day-to-day, month-to-month, and year-to-year.
- 2.3.2 A summary of prior biosolids production at each of the City's biosolids preparer plants is available upon written request from the Contractor.
- 2.3.3 A summary of prior sludge production at each of the City's pump-away and liquid sludge haul plants is available upon written request from the Contractor.
- 2.3.4 A summary of prior production of solids removed while cleaning City plant and lift station process units is available upon written request from the Contractor.

## **3.0 TRANSPORTATION SERVICES**

### **3.1 Equipment**

#### **3.1.1 General Requirements**

- 3.1.1.1 The equipment outlined in this section shall be provided by the Contractor.
- 3.1.1.2 The Contractor shall bear all costs for operation and maintenance of the provided equipment (e.g., fuel, repairs, licenses, permits, fines, losses, damage repair, etc.).
- 3.1.1.3 The Contractor shall provide replacement equipment within two hours of receiving notice from the CTR, if the provided equipment is out-of-service for more than four hours for any reason (e.g., a replacement tractor would be onsite within a 6 hour window). If replacement equipment is not provided within the required window, the Contractor shall prorate related Service Fees on an hourly basis according to the provided service to match actual use.

**SPECIFICATIONS / SCOPE OF WORK**  
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- 3.1.1.4 The Contractor shall keep current, properly display, and record required equipment permits, authorizations, inspections, licensing, etc. ("equipment permitting requirements"). Equipment that fails to meet any of the applicable equipment requirements shall be deemed out-of-service. The Contractor shall remove and replace equipment that fails to meet any applicable equipment permitting requirement as provided in Paragraph 3.1.1.3.
- 3.1.1.5 All Contractor provided equipment shall be assigned a unique company identification number that is displayed in a permanent, clearly visible manner that is satisfactory to the CTR. This number shall be at least five inches in height, in a color contrasting to the body background color(s), displayed on each side of the equipment, and in the same manner and format on each type of equipment. All numbers shall be maintained in good condition and shall be clearly visible at all times.
- 3.1.1.6 Company logos and labels posted on the provided equipment shall not refer to "waste", "debris", or any other term that the City deems to fails to best represent the properties of the residuals being handled.
- 3.1.1.7 It is the City's intent to have the Contractor provide enough equipment to satisfy the day-to-day needs for City residuals transportation and disposal/end use needs. The Contractor shall provide additional equipment as required by the Director to meet the City's needs depending on factors such as the number of breakdowns, traffic patterns, and operational efficiencies of the trucks and drivers provided.
- 3.1.1.8 Each road tractor and trailer rig shall have a maximum tare weight at full fuel level and with the driver onboard of 32,000 pounds.
- 3.1.1.9 The Contractor shall review the City's weekly equipment and driver deployment schedule (Reference Paragraph 3.5) in order to ensure that the Contractor provides sufficient equipment to meet the deployment schedule requirements.
- 3.1.1.10 The City reserves the right to remove what the CTR determines to be noncompliant equipment from service and require equipment replacement as outlined in Paragraph 3.1.1.3.
- 3.1.1.11 Equipment damaged as a result of an accident or any other incident shall be removed from service and replaced by the Contractor as outlined in Paragraph 3.1.1.3.
- 3.1.1.12 Each piece of provided equipment (i.e., road tractor, trailers, and rollofs) shall be capable of hauling residual materials without the leakage, spilling, or any other loss of water, sludge, vehicle fluids (e.g., fuel, oils, etc.), or any other liquid; not even a drop. Vehicles that discharge liquids (even a drop) shall be removed from service and replaced by the Contractor as outlined in Paragraph 3.1.1.3. Reference Paragraph 6.4 for additional information.
- 3.1.1.13 It is the Contractor's responsibility to ensure that preventative maintenance (PM) is performed on each piece of provided equipment. A PM sticker, indicating the date of the most recent PM, will be posted on each piece of provided equipment.

**3.1.2 Road Tractors**

- 3.1.2.1 The provided road tractors shall be operated exclusively by the Contractor.
- 3.1.2.2 The Contractor shall provide a minimum of ten (10) road tractors; each capable of legally hauling the end dump trailers provided in Paragraph 3.1.3 and the tanker trailers provided in Paragraph 3.1.4 on plant grounds and from plant grounds to City-identified destinations.

**SPECIFICATIONS / SCOPE OF WORK**  
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- 3.1.2.3 The Contractor shall provide up to ten (10) additional road tractors with a written one month notice from the City. The City will pay for a minimum of two months rental for each additional deployment.
- 3.1.2.4 Road tractors shall be 2010 model year or newer. No road tractor shall be more than nine (9) years older than the date of manufacture at any point during this contract term.
- 3.1.2.5 Road tractors shall be capable of legally hauling the provided trailers carrying a minimum net load weight of 48,000 pounds.
- 3.1.2.6 Each tractor shall be equipped with telematics to enable real-time, active, web-based monitoring in accordance with the standard operating procedures.
- 3.1.2.7 Each tractor shall have audible backup alarms, parking brakes, and tow hooks.
- 3.1.2.8 Each tractor shall be equipped with a portable scraper, shovel, broom, at least five gallons of absorbents, and splashguards. Absorbents shall be capable of absorbing any and all liquids that might leak or spill from each rig during both normal and emergency conditions (e.g., accidents or equipment failure); these materials shall be compatible with all liquids, capable of absorbing up to 15 times its weight, nontoxic, non-biodegradable, and RCRA non-hazardous.
- 3.1.2.9 Each tractor shall carry a copy of the Contractor's emergency response plan, each type of residuals Material Safety Data Sheet, current load manifest, and current load checklist at all times.
- 3.1.2.10 Road tractor operations shall be recorded using online driver's logs. The Contractor shall provide the City with real-time, online access to all contract-related tractor logs 24 hours per day, 7 days per week.

**3.1.3 End-Dump Trailers**

- 3.1.3.1 The Contractor shall provide forty (40) frameless end dump trailers designed for hauling City residual-type material.
- 3.1.3.2 Each provided end dump trailer shall be 2010 model year or newer within six (6) months of the City issuing the contract notice to proceed.
- 3.1.3.3 No end dump trailer shall be more than nine (9) years older than the date of manufacture at any point during this contract term.
- 3.1.3.4 Each provided trailer shall be capable of legally hauling a minimum net weight of 48,000 wet tons (rig gross weight minus rig tare weight).
- 3.1.3.5 Within six(6) months of the City issuing the contract notice to proceed, all end dump trailers shall be of the same type and design and shall have the same dimensions (+/- 6 inches) and accessories.
- 3.1.3.6 Each trailer shall have dimensions that allow safe operation of this equipment during all phases of the provided services. Trailer dimensions shall allow easy handling of the trailers by both City and Contractor personnel. Trailer dimensions shall allow loading at all parts of the trailer bed using existing City equipment.
- 3.1.3.7 A minimum of two-foot freeboard (vertical distance between trailer top and top of loaded cake pile) shall be provided on all loaded trailers, irrespective of legal weight limits and minimum dimensions.

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- 3.1.3.8 Each trailer landing gear shall be capable of supporting a staged trailer loaded with a minimum of 48,000 pounds of residual material.
- 3.1.3.9 Each trailer shall be equipped with an on board scale system sensor connected to the rear axle group. When working in conjunction with the provided yard tractor, the fifth wheel load cell sensors and cab-mounted meter (Reference Paragraph 4.9) the on board scale system shall identify the allowable net weight that can be placed in the each trailer by the City while filling each trailer. Each provided trailer sensor shall be maintained (e.g., programmed and calibrated as required) by the Contractor such that the sensors and scale systems provide accurate weight measurements at all times (within 1 percent of specified measurements). Air sensors shall be utilized for trailers with rear axle group air suspension systems and load cells shall be utilized for trailers with rear axle group single-point, spring suspensions. Air sensors shall compensate for temperature and altitude. Load cells shall be manufactured from high strength alloy steel and have a capacity of 40,000 pounds vertical load per system and a 150,000 pound system draw bar pull. The yard tractor and trailer, on board scale sensors, meters, and all other scale equipment shall be provided by the same manufacturer. Setup and calibration information for the trailer sensors shall be stored on each trailer in order to allow multiple trailers to be connected to a scaled yard tractor.
- 3.1.3.10 Each trailer shall be equipped with a permanent floor liner and wall liner that limits the amount of residual material remaining in returning trailers to less than 2,000 pounds. Trailers containing more than 2,000 pounds of remaining residual material shall be considered out-of-service and replacement trailers shall be provided as outlined in Paragraph 3.1.1.3.
- 3.1.3.11 The provided trailers shall be equipped with exterior access ladders/rungs on both rear sides of the trailer and at the front of the trailer to allow all sides of the container floor and walls to be viewed.
- 3.1.3.12 Each trailer shall be provided with a fixed, uniform, continuous, and permanent load line around the inside of each trailer at the 79,000 pound gross rig weight plus or minus 1,000 pound fill level within 30 days of deployment. Painted load lines shall not be used. The line shall be visible during trailer loading.
- 3.1.3.13 Each trailer shall be provided with a sealed tailgate and hydraulic latches and/or an adequate number of turnbuckles capable of providing a watertight seal when the trailer is fully loaded with cake. Tailgate seals shall be replaced before wearing to the point of leakage.
- 3.1.3.14 Each trailer shall be provided with fixed, metal splash guards welded to the front/nose and rear/tail of the trailer. These guards shall be sized to prevent residual material from spilling upon acceleration or braking; however, these guards shall not interfere with the point discharge loading of a trailer.
- 3.1.3.15 Trailers shall be equipped with covers that completely cover the open top of each trailer. Trailer covers shall be impermeable membrane covers that are rolled along the width-side of the trailer and shall be supported by removable metal arches to prevent water ponding. Each cover shall be secured by winch-type strap devices. When closed, the covers shall stretch tightly, completely covering and overlapping the open trailer area between the splash guards. Trailers with damaged covers (e.g., holes, tears, missing support arches or winches, etc.) shall be immediately removed from service and replaced as outlined in Paragraph 3.1.1.3.
- 3.1.3.16 Trailers shall not be provided with what the CTR determines to be excessive dents, structural cracks, or holes.
- 3.1.3.17 Trailer air and hydraulic systems shall not leak at all (not even a drop).
- 3.1.3.18 All trailers shall be equipped with either an air suspension system or a single point, spring suspension system. All provided trailers shall have the same

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suspension type. Trailer air suspension systems shall be ready to operate within 10 minutes of connection to the provided yard tractors.

3.1.3.19 Each provided end dump trailer shall be of a manufacturer design intended for cake/process unit cleaning material transportation.

3.1.3.20 Trailer air brake systems shall be ready to operate within 10 minutes of connection to the provided yard tractors.

3.1.3.21 The Contractor shall provide up to ten(10) additional frameless end dump trailers with a written one month notice from the CTR. The City will pay for a minimum of two months rental for each additional deployment.

3.1.4 Tanker Trailers

3.1.4.1 The Contractor shall provide four (4) tanker trailers designed for hauling waste activated sludge residuals.

3.1.4.2 No tanker trailer shall be more than fifteen (15) years older than the date of manufacture at any point during this contract term.

3.1.4.3 Each provided tanker trailer shall be capable of legally hauling a minimum net weight of 48,000 wet tons (rig gross weight minus rig tare weight).

3.1.4.4 Within six (6) months of the City issuing the contract notice to proceed, all tanker trailers shall be of the same type and design and shall have the same dimensions (+/- 6 inches), 6,000 gallon capacity, and accessories.

3.1.4.5 Each tanker trailer shall have dimensions that allow safe operation of this equipment during all phases of the provided services.

3.1.4.6 Each tanker trailer landing gear shall be capable of supporting a staged trailer loaded with 48,000 pounds of sludge.

3.1.4.7 Each tanker trailer shall be equipped with at least three top access hatches (located near the trailer rear, mid-length, and front).

3.1.4.8 Each tanker trailer shall be equipped with a walkway along one side of the trailer and a walkway access ladder.

3.1.4.9 Each tanker trailer shall be equipped with a fill gauge tube that allows visual observation of the sludge level when the tanker is filled to the specified weight, as well as when the tanker is empty. Fill and empty levels shall be clearly marked on the each gauge. A trailer load shall be 6,000 gallons.

3.1.4.10 The provided tanker trailers shall be capable of being filled by gravity or vacuum suction (to a depth of up to 20 feet below the tanker bottom; including hose routings over process unit walls). The trailer vacuum systems shall not operate at a noise level that is greater than trailer manufacturer specifications or at a noise level that the City determines to be excessive (e.g., resulting in customer complaints regarding noise levels).

3.1.4.11 Trailers shall not be provided with what the CTR determines to be excessive dents, structural cracks, or holes.

3.1.4.12 Trailer air and hydraulic systems shall not leak at all (not even a drop)

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3.1.4.13 Each provided tanker trailer shall be of a manufacturer design intended for liquid waste or thickened active sludge transportation.

**3.1.5 Rolloff Containers**

- 3.1.5.1 The Contractor shall provide eight (8), 25 cubic yard, open top, watertight rolloff containers.
- 3.1.5.2 All rolloff containers shall be manufactured on or after 2010. No rolloff shall be more than nine (9) years older than the date of manufacture at any point during this contract term.
- 3.1.5.3 All rolloff containers shall be made by the same manufacturer and shall be the same model with the same dimensions and accessories.
- 3.1.5.4 Seven (7) rolloff containers shall be staged under the seven (7) dryer train bypass chutes at the City's 69th Street WWTP.
- 3.1.5.5 One (1) rolloff container shall be staged as directed by the City adjacent to the dryer building at the City's Alameda Sims WWTP.
- 3.1.5.6 Up to ten (10) additional rolloff containers shall be provided with a 2 working day notice and with a minimum rental period of one month.
- 3.1.5.7 Each rolloff container shall be capable of hauling a net weight (rig gross weight minus rig tare weight) of at least 30,000 pounds.
- 3.1.5.8 Each container shall have at least four (4) metal wheels capable of rolling over concrete pavement without damaging the pavement.
- 3.1.5.9 A two-foot freeboard shall be provided on all loaded rolloffs, irrespective of legal weight limits and minimum dimensions. This freeboard shall be measured from the top of each container side to the leveled residual material.
- 3.1.5.10 Each rolloff container shall be equipped with exterior access ladders/rungs on both sides and at the front of each container to allow all sides of the container floor and walls to be viewed.
- 3.1.5.11 Each provided rolloff shall be of a manufacturer design intended for residuals transportation.
- 3.1.5.12 Rolloff containers shall be equipped with covers that enclose the open top of each rolloff. Rolloff covers shall be impermeable membrane covers that are rolled along the width-side of the container and shall be supported by removable metal arches to prevent water ponding. Each cover shall be secured by winch-type strap devices. Containers with damaged covers (e.g., holes, tears, missing support arches or winches, etc.) shall be immediately removed from service as outlined in Paragraph 3.1.1.3.
- 3.1.5.13 Rolloff containers shall not be provided with what the CTR determines to be excessive dents, structural cracks, or holes.
- 3.1.5.14 Each rolloff shall be provided with a sealed tailgate and an adequate number of turnbuckles capable of providing a watertight seal when the rolloff is fully loaded with residuals (except liquid sludge). Tailgate seals shall be replaced before wearing to the point of leakage.

**3.1.6 Rolloff Container Trucks**

- 3.1.6.1 The Contractor shall provide an adequate number of rolloff container trucks to haul all provided rolloff containers within 48 hours of a written haul request from the City and up to three containers within 24 hours of a written City request, irrespective of delays that are out of the Contractor's control.

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- 3.1.6.2 The provided rolloff trucks shall be operated exclusively by the Contractor or City-approved subcontractor(s).
- 3.1.6.3 Rolloff trucks shall be of an adequate size to be capable of placing the rented rolloff containers at City-identified locations.
- 3.1.6.4 Rolloff trucks shall be capable of lifting loaded rolloff containers using only onboard, permanently installed equipment.
- 3.1.6.5 Rolloff trucks shall be capable of hauling the City-loaded rolloff containers provided in Paragraph 3.1.4.

**3.1.7 Equipment Information and Permitting Requirements**

- 3.1.7.1 The Contractor shall provide an up-to-date list of all provided equipment, to include: Model year, model number, manufacturer, license plate, registration and permit numbers, company identification number, condition, and tare weight at full fluid level with driver onboard (measured within 48 hours of deployment) for City record.
- 3.1.7.2 The Contractor shall provide for each piece of equipment, including replacement equipment, permit, registration, condition, and other updates shall be provided within one week of receipt for City Record (Reference Section 3.1.1).
- 3.1.7.3 The Contractor shall provide a schedule for onboard-scale accuracy checks of the entire yard tractor and trailer fleet on a portion per-month basis for CTR review and approval.
- 3.1.7.4 The Contractor shall provide a TCEQ Sludge Transporter Permit Application and Permit for each road tractor and roll off trucks utilized for this contract and permitted destinations for City record.
- 3.1.7.5 The Contractor shall obtain City Health and Human Service Department vehicle application and registration for special waste transportation for each road tractors and rolloff truck utilized for this Contract. The Contractor shall submit such registration for City record.
- 3.1.7.6 The Contractor shall obtain Texas Department of Motor Vehicle application and registration for each road tractor and rolloff truck utilized for this Contract. The Contractor shall submit such registration for City record.
- 3.1.7.7 The Contractor shall obtain a Texas Apportioned License Cab Card for each road tractor and rolloff truck utilized for this Contract. The Contractor shall submit such registration for City record.

**3.2 Equipment Deployment**

- 3.2.1 At least 24 hours prior to deployment for use under this contract, each piece of new equipment or returned to service equipment (Reference Paragraph 3.1.1.3) shall be inspected and approved for use in writing by the City. The City reserves the right to require submittal of proof of repair(s) paperwork (e.g., work orders, payment receipts, etc.) for equipment returned to service.
- 3.2.2 The City shall be notified within 24 hours of when a piece of equipment is removed from contract service for any reason. The reason(s) for removal from contract service shall be provided in writing to the City by the Contractor within 24 hours.
- 3.2.3 The City will perform unscheduled inspections of the provided equipment to ensure compliance with contract requirements. Any piece of equipment found to be non-compliant will be immediately removed from service by the City and replaced by the Contractor as outlined in Paragraph 3.1.1.3.
- 3.2.4 The City reserves that right to lock-out and tag non-compliant trailers or rolloffs to avoid loading or handling. The Contractor shall provide the City with an adequate supply of these locks and tags.

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3.2.5 Each piece of equipment shall be properly registered, licensed, permitted, etc. according to applicable local, state, and Federal rules and regulations prior to using for contract work, as well as throughout the duration of the contract.

3.2.6 The Contractor shall provide tare weights for each piece of equipment provided, at full fluid levels and with a driver onboard for road tractors and rolloff trucks prior to deployment.

### **3.3 Equipment Maintenance**

3.3.1 All members of the City and Contractor staffs are responsible for promptly notifying their management of observed equipment outages in a timely manner, but at least within 24 hours.

3.3.2 Scheduled equipment maintenance shall be performed at times when residual material is not being produced by the City. When scheduled maintenance is performed when residual material is being produced by the City, equipment shall be removed from service and a replacement provided as outlined in Paragraph 3.1.1.3.

3.3.3 The City reserves the right to require that scheduled maintenance be performed off of City property.

### **3.4 Contractor Staff**

#### **3.4.1 General Staff Requirements**

3.4.1.1 The Contractor is an independent contractor, but is an integral part of the City's biosolids management program. Consequently, the Contractor's actions under this Contract may negatively reflect on the City's existing biosolid management program. To protect the biosolids management program, the Contractor shall implement and strictly enforce guidelines to ensure all employees working under this Contract are professional, courteous, and cooperative at all times.

3.4.1.2 The Contractor shall provide all necessary personnel and equipment to completely, efficiently, and expeditiously perform the required work, including work outside the normal schedule. The Contractor shall provide and update an organizational diagram indicating the names and titles of all Contractor employees involved in this contract for City record. Contact information shall be provided for all identified employees (i.e., mailing address, office phone number, cell phone number, and email address). A summary of the roles and responsibilities of each identified employee shall be provided. Personnel assigned and new assignments by the Contractor to this contract for these two positions will be approved in writing in advance by the City as outlined in Paragraph 7.1.

3.4.1.3 The Contractor shall provide a competent on-site Project Manager and an Operations Supervisor dedicated exclusively to this project.

3.4.1.4 The Contractor shall provide a competent on-site Safety Coordinator. The Contractor's Safety Coordinator shall coordinate all aspects of the Contractor's safety program and ensure compliance with the program and all applicable laws. This Coordinator shall be available on an as-needed basis.

3.4.1.5 The Contractor shall provide a central dispatcher at all times (24 hours/day, 7 days/week, 52 weeks/year). A single central dispatch phone number shall be provided to the City; this number shall not change without prior written approval from the CTR. The CTR will call this number each time a trailer is filled and ready for transportation. The central dispatcher shall be an employee of the Contractor and shall not be an answering service.

3.4.1.6 Contractor staff shall abide by all identified City security procedures, to include obtaining City-issued Contractor identification badges. Except as approved in cases of emergency by the CTR,

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no Contractor staff or subcontractor shall be able to perform work under this contract without a City-issued Contractor identification badge.

- 3.4.1.7 The CTR may require any of Contractor's staff or subcontractor to return their City-issued Contractor identification badge for failing to adhere to City policies and transportation and disposal requirements.
- 3.4.1.8 The Contractor shall ensure all employees and subcontractors comply with the requirements of the City's Storm Water Discharge permits.
- 3.4.1.9 Other staffing requirements (e.g., management, administration, subcontractors, employee guidelines, etc.) shall be the Contractor's responsibility. Such staffing shall not affect the quality of services provided to the City at any time.
- 3.4.1.10 The Contractor shall develop a standard operating procedure for employee and subcontractor in-processing, training, and out-processing for pre-approval by the CTR. Prior to providing City-issued contractor identification, the Contractor shall provide its staff and subcontractors CTR-approved and CTR-witnessed contract compliance and Biosolids Management Program awareness training, which shall be least 2 hours in length and completed within two weeks of the contract Notice to Proceed. The City shall be notified in writing of this training at least one week in advance. Each new Contractor employee shall receive the same training within two weeks of assignment to this contract. The CTR shall be notified in writing at least one week in advance of such training. The City reserves the right to witness this training.
- 3.4.1.11 The Contractor shall immediately confiscate and return to the CTR the City-issued Contractor badge of any employee or subcontractor involved in the falsification of any contract documents or submittals (e.g., manifests, load checklist, landfill invoices, Official Certificates, etc.). Service fees involving use of such employees will be prorated.

#### 3.4.2 Project Manager

- 3.4.2.1 The Contractor shall provide a Project Manager that, at a minimum, has (a) a bachelor's degree in business, environmental science, or another suitable field, (b) five years of experience in the transportation of wastewater residuals, aggregate material, or similar, regulated materials, and (c) experience in the disposal of municipal solid waste/special waste for a project of similar size and scope to this contract. The CTR may determine that other qualifications, such as an advanced degree in an applicable field or experience especially suited to the position are sufficient substitutes for the above requirements.
- 3.4.2.2 The Project Manager shall be approved in writing by the City prior to working under this contract (Reference Paragraph 7.1).
- 3.4.2.3 When the Project Manager is absent due to vacation or sick leave, the Project Manager's supervisor shall assume all roles and responsibilities of the Project Manager.
- 3.4.2.4 The Project Manager shall be involved in all contract communications with the City.
- 3.4.2.5 The Contractor's Project Manager shall be equipped with a fully functional cell phone and shall be available for contact by the City 24 hours/day, 7 days/week, 52 weeks/year. Missed cell phone calls from City contract personnel (Reference Paragraph 12.0) shall be returned within 15 minutes. The Contractor shall implement guidelines to ensure that the Project Manager returns City calls and that limit the number of City calls to the Project Manager that are not returned within 15 minutes to no more than 5 per year and no more than 10 during the term of the Contract.
- 3.4.2.6 The minimum Project Manager tasks shall include but not be limited to: supervising the contract Operations Supervisor and Safety Coordinator; functioning as the Contractor's representative for

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City Biosolids Management Program requirements (Reference Paragraph 9.0 and Section 10.2); prepare and update Contractor standard operating procedures; monitor, measure, and report on compliance with all terms and conditions of this contract; review and approve all Contractor submittals to the City; and review and approve all regulatory required reports.

3.4.2.7 The Contractor shall ensure that it complies with all provisions of this Contract and the City's Biosolids Management Plan. If the Contractor observes any party failing to comply with the provisions of the Contract or the Biosolids Management Plan, the Project Manager shall immediately report non-compliance issues to the City contract COR, CTR, and UDR using a City-provided nonconformance/noncompliance form.

3.4.2.8 The Contractor's Project Manager will contact the City contract UDR to identify improperly loaded trailers.

#### 3.4.3 Operations Supervisor

3.4.3.1 The Contractor shall provide an Operations Supervisor that has a minimum of five years' experience in managing the day-to-day logistics of a residuals handling project of similar size and scope to this contract. The CTR may determine that other qualifications, such as a college degree in an applicable field or experience especially suited to the position are sufficient substitutes for the above requirements.

3.4.3.2 The Operations Supervisor shall be approved in writing by the City prior to working under this contract (Reference Paragraph 7.1).

3.4.3.3 The Operations Supervisor shall report directly to the Project Manager. When the Operations Supervisor is absent due to vacation or sick leave, the Project Manager shall assume all roles and responsibilities of the Operations Supervisor.

3.4.3.4 The minimum Operations Supervisor tasks shall include but not be limited to: supervising all contract road tractor drivers; supervising all contract rolloff truck drivers; handling all equipment logistics issues; approving and overseeing all work performed by Contractor subcontractors under this contract; monitoring, measuring, and reporting on compliance with City-issued schedules; ensuring day-to-day compliance with all contract requirements, and reporting identified non-compliance issues to the Project Manager.

#### 3.4.4 Road Tractor Drivers

3.4.4.1 The Contractor shall provide ten (10) drivers capable of providing the specified transportation services using the road tractors and trailers provided under this contract.

3.4.4.2 The Contractor shall provide an adequate number of rolloff truck drivers to provide the specified services.

3.4.4.3 The Contractor shall identify a minimum of five (5) replacement drivers that can provided the required services in the absence of the provided road tractor drivers.

3.4.4.4 Each provided driver shall report directly to the Operations Supervisor. Replacement drivers shall report to the Operations Supervisor when working on contract tasks.

3.4.4.5 Each provided and replacement driver must obtain a City-issued Contractor badge prior to working under this contract (Reference Paragraph 7.1).

3.4.4.6 Each driver shall be properly trained, licensed, certified, registered, and/or tagged, according to applicable City, county, state, and Federal rules and regulations.

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- 3.4.4.7 The Contractor shall ensure that each driver is in full compliance with US Department of Transportation requirements at all times (e.g., medical condition, age, eyesight, and driving time limits within each 24 hour time period).
- 3.4.4.8 The provided drivers shall have valid Texas driver's licenses for the class of vehicle being driven. It is the Contractor's sole legal responsibility to determine if the Contractor's personnel must have a Commercial Drivers License to provide the contract services.
- 3.4.4.9 The Contractor shall provide a replacement driver (Reference Paragraph 3.4.4.2) within one hour, if a regularly provided driver is not available for more than two hours (e.g., a replacement driver would be onsite within a 3 hour window). If a replacement driver is not provided within the required window, tractor/driver fees shall be prorated hourly according to the provided service. Replacement drivers shall perform all the tasks normally performed by the provided drivers.
- 3.4.4.10 Each driver shall be provided with a fully functional cellular phone or other two-way communication system that enables the Contractor to maintain continuous contact with all drivers at all times. Company policies regarding safe vehicle operation shall be followed at all times.
- 3.4.4.11 The City will develop and distribute a weekly equipment and driver deployment schedule (Reference Paragraph 3.5).
- 3.4.4.12 The Contractor shall provide up to ten (10) additional drivers (above the ten provided and replacement drivers) with a one month written notice from the City. The additional drivers' work schedules shall be as needed to meet City operating requirements. Barring breaches of applicable employee policies and guidelines referenced in Section 3.4.1, each driver shall work a minimum of two months on contract tasks.
- 3.4.4.13 The minimum Road Tractor Driver tasks shall include but not be limited to: inspect all returning trailers, inspect road tractors and trailers prior to hauling, report load checklist issues to the Operations Supervisor, complete the Transporter section of each load manifest upon execution, review the Generator and Destination sections of each load manifest upon execution and report identified issues to the Operations Supervisor, review and follow the Route Plan and, if applicable, the Product Plan, report any contract non-compliant issues to the Operations Supervisor, haul transport containers, offload transport containers, and clean transport containers per contract requirements.
- 3.4.4.14 Each driver is responsible for ensuring that each end dump trailer load is hauled full (gross weight of each load greater than 72K pounds). The Operations Supervisor shall immediately confiscate the City-issued contractor badge of any drivers hauling a monthly average of less than 72K pounds per load for three or more consecutive months. Service fees will be prorated for ongoing use of such drivers.
- 3.4.4.15 Each driver is responsible for ensuring that each trailer is returned empty (less than 2,000 pounds of material remaining in trailer and 1,000 pounds in rollofs). The Operations Supervisor shall immediately confiscate the City-issued contractor badge of any drivers returning with a monthly average of >2,000/>1,000 pounds of material remaining for three or more consecutive months. Service fees will be prorated for ongoing use of such drivers.
- 3.4.4.16 Contractor drivers shall identify and document when an end dump trailer is either underloaded or overloaded and contact the Contractor's Operations Supervisor, whom will in turn contact the Contractor's Project Manager.
- 3.4.4.17 All communications with the City shall happen through proper, identified channels.
- 3.4.4.18 Each road tractor driver shall be trained and certified regarding the operation of the installed on-board scale systems.

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3.4.4.19 Only Road Tractor Drivers that have completed City-approved OSHA Powered Industrial Trucks – Operator Training (Section 1900 compliant) and have been documented as certified shall operate the provided yard tractors. The City shall be notified at least one week in advance of such training and reserves the right to participate in or witness such training. The City shall maintain a list of certified yard tractor operators in each of the provided yard tractors.

#### **3.4.5 Employee and Subcontractor Training Requirements**

3.4.5.1 The Contractor shall develop standard operating procedures for all training requirements in this Contract (Reference Section 1.4), including training requirements in other Sections of this Contract.

3.4.5.2 The Contractor shall develop Contract and BMP awareness training agenda and PowerPoint presentations for CTR review and approval.

3.4.5.3 The Contractor shall submit Contract and BMP awareness training certificate for each Contractor employee and subcontractor for City record.

3.4.5.4 The Contractor shall develop on-board scale training agenda and PowerPoint presentations for CTR review and approval.

3.4.5.5 The Contractor shall submit on-board scale training certification for each road tractor driver for City record.

3.4.5.6 The Contractor shall submit Road Tractor Driver OSHA Powered Industrial Trucks – Operator Training course schedule, agenda, and PowerPoint slides for City review and approval.

3.4.5.7 The Contractor shall submit OSHA training certification for each Road Tractor driver for City record.

3.4.5.8 The Contractor shall provide yard mule operations DVDs.

3.4.5.9 The Contractor shall submit BMP and Spill Response Plan awareness training records for City record.

#### **3.5 Equipment and Driver Deployment Schedules**

3.5.1 The City will develop and distribute weekly equipment and driver deployment schedules by COB on each Thursday of the prior week. One schedule will be prepared for liquid sludge transportation and another schedule will be developed for cake transportation. The City reserves the right to specify deployment of specific equipment (by tag number) and specific drivers (by name) in these schedules.

3.5.2 The Contractor shall not modify the City provided schedules without prior written approval from the CTR.

3.5.3 The CTR may modify the provided cake transportation schedule with at least a 24 hour written notice to the Contractor.

3.5.4 The CTR may modify the provided liquid sludge transportation schedule with at least a 12 hours written notice to the Contractor.

3.5.5 The City's schedule will include: facility name; number of staged trailers required, number of road tractors required, and number of loads expected to be hauled for each day of the week at each facility; and rig operating days and hours for each facility.

3.5.6 Equipment shall be staged at the locations identified in the City-prepared deployment schedule. Drivers shall be deployed along with their assigned road tractors at all times.

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- 3.5.7 The Contractor is responsible for notifying the City if the requested schedule or modified schedule violates driver Hours of Service regulations (e.g., off-duty time, on-duty time, driving time, weekly limits, 34 –hour start, etc.).
- 3.5.8 Rolloff container deployment will remain as defined in writing by the CTR upon delivery of an empty container. Alternate deployment locations will be defined in writing by the City prior to delivery of an empty container; in this case, the loaded container would have to be retrieved from an alternate location.
- 3.5.9 The CTR may request empty rolloff delivery and loaded rolloff transportation and disposal via email on an as needed basis.

3.6 End Dump Trailer Handling

- 3.6.1 The CTR shall designate staging areas at various City facilities for the Contractor to provide end-dump trailers. Prior to beginning operations or as soon as discovered, the Project Manager or Operations Supervisor shall alert the CTR if the designated staging area contains any conditions that may render the designated staging area unsuitable for operations under this Contract. The Contractor shall be solely responsible for staging the equipment in the designated staging areas and solely responsible for insuring equipment at all times.
- 3.6.2 Each returning trailer shall be staged at the City-designated plant trailer staging area. The Contractor shall stage each trailer with an opened cover and with the landing gear winched to a height that allows connection to the provided yard tractor. If directed by the CTR, the Contractor shall position a trailer under a cake conveyor discharge, one of eight (8) pellet conveyor by-pass chute discharges, or other loading points upon delivery.
- 3.6.3 Each returning trailers shall be staged with all manufacturer parts/accessories and equipment in fully functional condition (e.g., all dump gate turnbuckles and tarp supports, no damage to covers, all hydraulic latches in contact, etc.).
- 3.6.4 If a permanent trailer liner does not allow complete offloading of the residual material, the Contractor shall apply a thin layer of liquid polymer on the trailer bed upon delivery of each trailer to facilitate complete offloading (provided polymer addition does not in the City’s opinion create a safety or environmental issue). Equipment, quantities, types, and methods for applying polymer shall be identified in a detailed plan that shall be submitted to the CTR in advance for review and approval. CTR-approved polymer shall be provided by the Contractor.
- 3.6.5 The provided end-dump trailers shall be moved around City WWTP property by either the Contractor or by trained City personnel.
- 3.6.6 The provided end-dump trailers shall be hauled exclusively by the Contractor outside City WWTP property.
- 3.6.7 The City Plant Operator may require that Road Tractor Drivers remove accumulated rain water from staged, empty end dump trailers. The CTR may also request that Road Tractor Drivers cover staged loaded end dump trailers (e.g., in the event of anticipated rain fall events).
- 3.6.8 The provided end-dump trailers shall be deployed as indicated in the City-provided schedule for 24 hours per day (i.e., these containers cannot be used for other Contracts when the City plant is not online).
- 3.6.9 Eco-Fiber or a similar material shall be applied by the driver in a sufficient quantity to absorb water ponded on the surface of a loaded trailer. The City shall be notified in writing of the use of such materials. These materials shall be provided by the Contractor.
- 3.6.10 Road tractor drivers shall cover each loaded, staged trailer at the end of each workday.

3.7 Tanker Trailer Handling

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- 3.7.1 The CTR will designate staging areas at various City facilities for the Contractor provided tanker trailers. The Contractor shall be solely responsible for staging the equipment in the designated staging areas and solely responsible for insuring equipment at all times.
- 3.7.2 The provided tanker trailers shall be handled exclusively by the Contractor's employees or subcontractors, both on and off City property.
- 3.7.3 The Contractor shall provide an empty tanker trailer (<100 gallons remaining) for each load hauled and shall haul each load to the level indicated on the provided gauge.
- 3.7.4 With the exception of City-identified valves, the Contractor shall not operate any City-owned equipment in order to fill and empty tanker trailers.
- 3.7.5 The Contractor shall provide quick connect hoses meeting specifications provided by the CTR in writing to draw and discharge liquid sludge from the City-identified plant process units, for all load types.
- 3.7.6 The provided tanker trailers can be used for other, non-City municipal wastewater treatment plant residuals transportation Contracts when not required for use on the City-provided schedules.

**3.8 Rolloff Handling**

- 3.8.1 The Contractor shall deliver rolloff containers to staging areas designated by the CTR. City personnel or other City contractors shall move the rolloff containers around City WWTP property using a rolloff truck or forklift.
- 3.8.2 The Contractor shall provide instruction to the City personnel and/or contractors regarding how to move the containers using a forklift.
- 3.8.3 Only the Contractor shall remove rolloff containers from City WWTP property. The Contractor shall haul such rolloff containers during normal landfill operating hours.
- 3.8.4 Each returning rolloff container shall be staged at the City-designated plant rolloff staging area. The Contractor shall stage each container with an opened cover.
- 3.8.5 The Contractor shall deliver and/or return rolloff containers with parts and equipment that the CTR determines are clean and fully functional (e.g., gate turnbuckles, tarp supports, latches, etc.).
- 3.8.6 The CTR may request that Road Tractor Drivers remove accumulated rain water from staged empty rolloff containers. The CTR may also request that Road Tractor Drivers cover staged loaded rolloff containers (e.g., in the event of anticipated rain fall events).
- 3.8.7 The Contractor shall deliver rolloff containers as required by the City for 24 hours per day use and shall reserve rolloff containers so they cannot be used for other Contracts even if the WWTP is not online.
- 3.8.8 Eco-Fiber or a similar material shall be applied by the driver in a sufficient quantity to absorb water ponded on the surface of a loaded trailer. The CTR shall be notified in writing of the use of such materials. These materials shall be provided by the Contractor.

**3.9 Residuals Loading**

- 3.9.1 City personnel and contractors will load end-dump trailers and rolloff containers to meet applicable axle weight limits.
- 3.9.2 The provided end-dump trailers will be loaded with up to 48,000 pounds of residual material by trained City personnel.

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- 3.9.3 The provided rolloff containers will be loaded with up to 30,000 pounds of residual material by trained City personnel.
  - 3.9.4 The CTR will call the Contractor's central dispatch in a timely manner once a trailer or rolloff is filled (two hours). Both the CTR and Contractor will maintain a log of each request.
  - 3.9.5 The City will load each trailer and rolloff container using the Contractor-provided onboard scales and/or load lines; however, the Contractor is solely responsibility for ensuring that all loaded trailers are compliant with applicable legal requirements prior to transport.
  - 3.9.6 If the CTR determines that a trailer was not loaded properly as a result of City operations, the CTR will use appropriate techniques to lighten the overloaded trailers prior to hauling. If the CTR determines that a trailer is overloaded due to Contractor's acts or omissions, the Contractor shall be responsible for lightening the City-filled trailer.
  - 3.9.7 The Contractor shall schedule its operations to allow for an orderly arrival and progression of trailers and rolloffs presented for loading. The Contractor may schedule a meeting with the CTR to discuss ideas on how to improve operations under this Contract.
- 3.10 Documentation
- 3.10.1 Manifests
    - 3.10.1.1 Format and Supply
      - 3.10.1.1.1 The Contractor shall provide an adequate supply of blank, five-part manifests at each City facility, or other supplies for the efficient and effective recording and entry of manifest information approved by the CTR and UDR.
      - 3.10.1.1.2 Manifest generator sections shall include the following information: generator name, location, address, and phone number; trailer number; landfill approval number; product type; load start and finish date and time; and generator authorized agent name (printed and signature), employee ID number; and signature date and time. Manifest generator sections shall also include the following on-board scale tare and gross weight measurement information: "Yard Tractor Fifth Wheel Weight", "End Dump Trailer Rear Axle Group Weight", and "Total Weight".
      - 3.10.1.1.3 Manifest transporter sections shall include the following information: transporter name, address, and phone number; TCEQ transporter number; City Health Department permit and truck number; company truck number; license plate number; hauled quantity (cy); plant arrival and departure time; destination arrival and departure time; and driver's name (printed and signature) and signature date and time.
      - 3.10.1.1.4 Manifest destination sections shall include the following information: destination name and permit number; measured gross, tare, and net weights; invoice number; destination authorized agent name (printed and signature), employee ID number; signature date and time; and, if applicable, landfill stamp (to include landfill company; destination name, address, and phone; permit no.; and disposal date).
      - 3.10.1.1.5 An example of the required manifest is will be provided by the City following contract award (Reference Paragraph 8.1).
    - 3.10.1.2 Execution
      - 3.10.1.2.1 The Contractor shall only complete the Transporter portion of the manifest.
      - 3.10.1.2.2 The Contractor shall verify that the manifests are completed and notify the City and/or Destination site representative of any errors or incomplete manifests.

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- 3.10.1.2.3 Manifest Generator, Transporter, and Destination sections shall be completed at the time of executing each section.
- 3.10.1.2.4 The City will only complete and sign the generator portion of all load manifests. Only City plant operators where the load was generated are authorized to sign as the Generator.
- 3.10.1.2.5 The Contractor shall submit each completely executed load manifest as outlined in the contract Submittal paragraph.
- 3.10.1.2.6 The Contractor shall provide the anticipated number of manifests for the coming week in advance of container filling.

**3.10.1.3 Load Checklists**

- 3.10.1.3.1 Contractor drivers shall complete all portions of the City provided load checklist for each load, both upon trailer delivery and upon load pickup/manifest execution.
- 3.10.1.3.2 At minimum, the load checklist will include sections on load inspection, road tractor inspection, yard tractor inspection, trailer inspection, and Route Plan check.
- 3.10.1.3.3 A check will be used to indicate if satisfactory and an "x" will be used to indicate if not satisfactory.
- 3.10.1.3.4 At minimum, the load inspection will include load distribution (number of pile), load volume (filled to load line), material accumulated on outside of trailer or tractor, odor and other nuisance conditions (e.g., insect swarms), and water accumulation inside trailer.
- 3.10.1.3.5 At minimum, the road tractor inspection will include brake lines to trailer; electric lines to trailer; drive line; coupling devices; tire, wheels, and rims; suspension system; body; glass; exhaust; frame and assembly; fuel system; cooling system; engine; leaks; head lights; tail lights; stop and turn lights; clearance and marker lights; reflectors; air pressure warning device; oil pressure; ammeter; horn; windshield wipers; parking brakes; clutch; transmission; rear vision mirror; steering; service brakes; speedometer; and emergency equipment (e.g., reflective triangle; fire extinguisher; flags, fuses, and spare bulbs).
- 3.10.1.3.6 At minimum, the yard tractor inspection will include brake lines to trailer; electric lines to trailer; drive line; coupling devices; fifth wheel; tires, wheels, and rims; suspension system; hydraulic system; body; glass; exhaust; frame and assembly; fuel system; engine; leaks; head lights; tail lights; stop and turn lights; reflectors; oil pressure; horn; windshield wipers; parking brakes; clutch; transmission; rear vision mirror; steering; service brakes; speedometer; on-board scale wire, devices, and display; and emergency equipment (e.g., fire extinguisher).
- 3.10.1.3.7 At minimum, the trailer inspection will include brakes; brake connections; coupling devices; coupling/king pin; tailgate; number and condition of turnbuckles; landing gear; lights; suspension system; tire, wheels, and rims; on-board scale wiring and devices; membrane cover; number and condition of supports, tailgate turnbuckle and seals; water, hydraulic or other fluid leaks, as well as location; condition of load line.
- 3.10.1.3.8 The City plant operators will complete the load inspection and trailer inspection portions of the load checklist for each load. The City plant operator on duty shall complete the load checklist at each of the following stages: pre-loading and post-loading.
- 3.10.1.3.9 The City and Contractor shall carry each load checklist along with each load manifest and the Contractor shall submit each checklist as outlined in the contract Submittal paragraph.

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3.10.1.3.10 The Contractor's driver shall verify that both the City and Contractor portions of each checklist are complete and accurate prior to hauling a load. Any errors should be reported to the Contractor Operations Supervisor and Project Manager.

### 3.11 Carrier/Transporter Registration and Permits

3.11.1 The Contractor's Federal Motor Carrier Safety Administration (FMCSA) Carrier Registration Operation Classification shall be "Authorized for Hire" or "Private Property." At minimum, the Contractor's FMCSA Carrier Registration Cargo Carried shall include: "Garbage, Refuse, Trash"; "Liquids/Gases"; and "Other (Processed Sewage/Biosolids)."

3.11.2 The Contractor shall be permitted by the TCEQ as a Sludge Transporter (Reference 30 TAC Chapter 312) at all times while performing the Contract services. All of the contract fleet shall be permitted at all times.

3.11.3 The Contractor shall be permitted by the City of Houston Department of Health and Human Services Department as a Solid Waste Transporter at all times while performing the Contract services. All of the contract fleet shall be permitted at all times.

### 3.12 Load Transportation

3.12.1 All Contractor transportation tasks shall be performed following standard operating procedures developed by the Contractor in compliance with the current version of Chapter 7 (Transportation) of the National Biosolids Partnership's National Manual of Good Practice for Biosolids.

3.12.2 Residuals transportation services provided by the Contractor shall follow the established, applicable Route Plan and include the following for each end-dump trailer load: delivering and staging/positioning empty trailers at City-identified facilities, connecting City-filled trailers, hauling loaded trailers from a City facility to a City-identified destination, dumping the residual materials at this destination, returning empty trailers to City-identified facilities for filling. Details of these services shall be outlined in Contractor-prepared and City-approved standard operating procedures (Reference Paragraph 7.1).

3.12.3 Residuals transportation services provided by the Contractor shall follow the established, applicable Route Plan and include the following for each tanker trailer load: arriving at plant with an empty trailer, filling trailer using Contractor-provided hoses; operating City-designated valves as needed; hauling loaded trailers from a City facility to a City-identified destination; offloading the sludge using Contractor provided hoses at the City-identified plant process unit; returning empty trailers for filling. Details of these services shall be outlined in Contractor-prepared and City approved standard operating procedures (Reference Paragraph 7.1).

3.12.4 Residuals transportation services provided by the Contractor shall include the following for each rolloff container load: delivering and staging/positioning empty rolloff at City-identified facilities, loading City-filled rolloffs, hauling loaded rolloffs from a City facility to a City-identified landfill, dumping the residual materials at the landfill, returning empty rolloffs to Contractor-identified facilities for filling. Details of these services shall be outlined in Contractor-prepared and City-approved standard operating procedures (Reference Paragraph 7.1)

3.12.5 The Contractor shall not haul what appears to be either under or overloaded trailers or rolloff containers without written permission from the City.

3.12.6 The Contractor shall identify, map, and analyze the typical route used to transport loads from each City facility to each City-identified destination. The Contractor shall develop and regularly review and revise a standard plan for each route to ensure smooth and efficient operation while reducing risks, increasing safety, and saving money ("Route Plan"). Route Plans shall consider the following: (a) daily and seasonal traffic patterns and congestion; (b) major road maintenance and construction projects; (c) road and bridge weight restrictions; (d) bridge and overpass height

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restrictions; and (e) road conditions related to road composition (pavement or gravel); (f) other potential risks and factors, such as spill hazards, odor control, and scales, that may affect the City's Biosolid Management Plan; (g) load denial procedures (reference Section 3.13.2.9 and 3.13.3.9) and (h) spill prevention and response planning tailored to the route. Route Plans between City plants and City-identified destinations shall avoid residential areas, school zones, and other sensitive areas (e.g., weight limit areas). The City may review and approve Route Plans and require alternate Route Plans.

- 3.12.7 The Contractor may alter Route Plans for specific loads at any time without notifying the City. However, permanent modification of a Route Plan shall be submitted to the City in writing.
- 3.12.8 The Contractor shall handle end-dump trailers, tanker trailers, and rolloff containers in a manner that minimizes odor complaints and nuisance conditions (e.g., cover containers, minimize time staged full, minimize amount of returning material, prevent spills and leaks, etc.). End dump trailers and rolloffs shall be completely covered during transportation (both when full and when empty) to avoid spills, release of odorous compounds, water input, etc. Tanker trailers shall be completely sealed during transportation (both when full and when empty). Trailers and rolloffs shall be transported and dumped within 48 hours to avoid odor and other nuisance conditions from developing.
- 3.12.9 The Contractor shall weigh loads using City-owned permanent or portable scale equipment at no additional cost.
- 3.12.10 The Contractor or City pre-approved subcontractors shall be the sole transporter of each load (e.g., no secondary transporters or transfer of any loaded transport containers).
- 3.12.11 The City will allow access to the identified facilities during non-routine operating hours using provided contractor access codes, lock combinations, or other City-approved means.
- 3.12.12 The Contractor shall comply with applicable provisions of permits issued to the City.
- 3.12.13 Unless the Contractor demonstrates that inclement weather clearly prevents him from performing the scheduled work, and receives written approval from the City for a change in the work schedule, the Contractor shall transport and dispose/deliver residuals in all weather conditions, as produced by the City, and shall be responsible for all issues related to proper handling.
- 3.12.14 If the Contractor fails to perform the scheduled work for any reason not approved by the City, the Contractor shall be subject to hourly proration of the applicable service fees as determined by the City contract COR. Any cost of delay shall be entirely the Contractor's responsibility.
- 3.12.15 A summary of the typical production hours of the City's biosolids preparer plants will be provided to the Contractor (Reference Paragraph 7.1). This summary will be updated by the City if conditions change.
- 3.12.16 The Contractor shall promptly notify the City of delay; inability to haul or utilize; early hauling stoppage; need for adjusted, extended, or shortened hauling hours; or other changes in schedule, for written approval by the City contract UDR.
- 3.12.17 The Contractor shall not be paid additional fees for waiting time/demurrage charges.
- 3.12.18 The Contractor is responsible for minimizing delays associated with the arrival of too many trucks at a destination.
- 3.12.19 Equipment shall be cleaned as often as necessary to prevent even minor releases of residuals material onto plant property or public and private roadways. This shall include, but not be limited to, cleaning the interior surface of the trailers, external surfaces, wheels, and undercarriages.

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- 3.12.20 The Contractor may request/propose modified work, deployment, and/or destination schedules prior to or during execution of these schedules. However, the CTR or UDR may approve or reject any or all schedule modification requests.
- 3.12.21 The CTR may modify work, deployment, and/or destination schedules with advanced notice under normal conditions.
- 3.12.22 The Contractor shall enter the City designated WWTP property and locations only during authorized hours, which shall be during normal business hours unless otherwise approved in writing by the CTR or UDR.
- 3.12.23 Trailers shall be returned to City plants with material covering less than one third of the trailer bed and no pile more than three inches thick.
- 3.12.24 The Contractor shall only be required to haul non-hazardous materials.
- 3.13 Destinations
  - 3.13.1 Monthly Schedule
    - 3.13.1.1 The CTR will develop a monthly destination schedule for each City cake preparer plant that is consistent with the properties of the City-produced material.
    - 3.13.1.2 The CTR's destination schedule will be submitted to the Contractor by the 15th or following work day of each prior month.
    - 3.13.1.3 The CTR may modify the provided schedule with a minimum of 24 hour written notice to the Contractor.
    - 3.13.1.4 The City will notify the Contractor in advance of load transport if the material properties change and, if necessary, the City will identify alternate load destinations that are consistent with the material properties.
    - 3.13.1.5 Liquid sludge load destinations will be identified on the City-provided weekly schedules.
  - 3.13.2 Landfills
    - 3.13.2.1 All Contractor disposal tasks shall be performed following standard operating procedures developed by the Contractor in compliance with the current version of Chapter 19 (Biosolids Management at Disposal Facilities) of the NBP National Manual of Good Practice.
    - 3.13.2.2 Upon request by the CTR or UDR, the Contractor shall provide landfill disposal services for residuals generated at City WWTPs, at a City-identified landfill(s). The City may obtain landfill disposal services using a contract(s) between the City and one or more landfill companies and facilities.
    - 3.13.2.3 The City will provide the Contractor with landfill-approved Waste Profile Numbers needed to dispose of each City-generated waste stream. The City will be responsible for keeping all applicable Waste Profile Numbers current (e.g., responsible for re-profiling and/or re-certification). Waste characterization will be made using process knowledge and City-generated analytical reports.
    - 3.13.2.4 The Contractor shall provide landfill disposal services that include the following for each load: obtaining actual gross and tare weight measurements at Texas Department of Agriculture registered and calibrated landfill scales, obtaining a landfill invoice for each load, and positioning and dumping trailers on the landfill working face.

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- 3.13.2.5 Residuals shall be handled as a Special Waste as per applicable State and Federal requirements, as well as the requirements of the utilized landfill organization. Residuals shall be placed in a municipal solid waste landfill that is permitted to accept special waste (e.g., Type I or Type IV landfills).
- 3.13.2.6 Residuals shall be transported to the City designated landfills during the normal operating hours of each landfill.
- 3.13.2.7 Landfill weight tickets/invoices shall include the following information for each load: scale facility identification name and number, including address, phone number, and certification; contract number; ticket number; in/out date and time stamps; truck and trailer identification; gross weight in pounds and tons; tare weight in pounds and tons; net weight disposed in pounds and tons; destination; contractor name; signature of driver; signature of landfill scale operator; price charged per ton; and total charged for load.
- 3.13.2.8 Landfill weight tickets/invoices shall be printed by scale printing equipment. Tickets bearing illegible or hand-written data may be rejected by the CTR and the CTR may reject charges for associated disposal costs. The Contractor shall be solely responsible for obtaining accurate disposal weights from Texas Department of Agriculture registered and calibrated scale facilities (not owned or operated by the landfill company) when the landfill scale houses are not fully functional (e.g., power out, printer not functioning, etc.).
- 3.13.2.9 Procedures for the Contractor handling denial of each load delivery at a landfill destination will be outlined in the applicable Route Plan. Unless otherwise addressed in the applicable standard operating procedure, the Project Manager contact the CTR immediately if a load is denied and document the contact in writing,, The CTR shall direct the Project Manager on how to proceed on a per load basis if the CTR determines the load denial is not adequately addressed in the Route Plan. In such cases, the Project Manager shall document the load denial and related instructions in writing for CTR review and approval.
- 3.13.3 Land Application and other Non-Landfill Sites
- 3.13.3.1 The Contractor shall transport City-filled end dump trailers to the land application site(s) and other non-landfill sites as indicated in the City-provided monthly destination schedule. The Contractor shall ensure that its assigned drivers review and follow the applicable Product Plan, as defined in the Biosolid Marketing Contract, associated with the applicable destination.
- 3.13.3.2 The land application sites shall be made available for receipt of City biosolids as outlined in the most current version of the Product Plans associated with the Biosolid Marketing Contract.
- 3.13.3.3 Land application sites may include ranches, farms, and other agriculture-related operations located in Harris and surrounding counties.
- 3.13.3.4 The City will review Product Plans in advance of execution by the City. City review criteria will include but not be limited to site compatibility with the provision of this contract (e.g., compatibility of site road and dump pad conditions versus equipment provided under this contract).
- 3.13.3.5 Contractor services at land application site destinations shall include: coordination with the Project Manager for the Biosolid Marketing Contract to implement the applicable Product Plan, load transport on private roads to City-identified dump pads or storage facilities, load dumping, trailer washout using site-owner provided equipment and at designated locations, and departure from site on private roads. This portion of the provided services shall be completed within 60 minutes unless otherwise authorized by the City in writing.
- 3.13.3.6 Biosolids may be transported to City designated land application sites during the normal operating hours of each site.

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- 3.13.3.7 All required land application site permits, etc. shall be obtained and maintained by the site owner/representative at no cost to the Contractor. However, the Contractor must follow the site requirements of the Product Plan, which may include obtaining required documentation from the site owner/representative and providing such information for City record.
- 3.13.3.8 Land application sites shall be operated by the site owner/representative at no cost to the Contractor.
- 3.13.3.9 Procedures for the Contractor handling denial of each load delivery at land application and other non-landfill destinations will be outlined in the Route Plan and associated Product Plan. Unless otherwise addressed in the applicable standard operating procedure, the Project Manager shall contact the CTR immediately if a load is denied and document the contact in writing. The CTR shall direct the Project Manager on how to proceed on a per load basis if the CTR determines the load denial is not adequately addressed in the Route Plan. In such cases, the Project Manager shall document the load denial and related instructions in writing for CTR review and approval.

3.13.4 Other

- 3.13.4.1 The Contractor shall provide transportation services to other destinations such as other City wastewater facilities (e.g., heat dryer cake receiving facility), offsite cake storage facility, alternate contract end users, etc. as indicated in the City-provided monthly destination schedule.
- 3.13.4.2 Contractor services to other destinations shall include: load transport on private drives/roads to an identified location, load dumping, trailer washout if provided and as required, and departure from other location on private drives/roads.
- 3.13.4.3 Residuals may be transported to City designated other locations during the normal operating hours of each site.
- 3.13.4.4 Other destination owners/operators shall be responsible for site permits and site operation and maintenance at no cost to the Contractor.
- 3.13.4.5 Upon written request from the City, the Contractor shall obtain weight measurements (gross and/or tare) on Texas Department of Agriculture (TDOA) registered scales located at a City-specified TDOA Certified Public Weigher facility. The City intends to specify what it determines to be acceptable facilities that are convenient to the identified destinations and/or located convenient to each expected travel route. The Contractor shall submit the original Customer Copy of each Official Certificate obtained from these facilities (Reference Paragraph 7.1).

3.14 Load Weight Measurements

- 3.14.1 The CTR and Project Manager shall develop standard operating procedures so both the City and the Contractor obtain and verify load weight measurements. City employees and subcontractors shall obtain load weight measurements utilizing the Contractor-provided on-board scale systems, as well as on-site, City-owned scale systems (both permanently installed and portable). The Contractor's employees and subcontractors shall obtain load weight measurements utilizing landfill company-owned scale systems at the landfill sites, third party-owned scale systems at various locations, and third party-owned scale systems at various Public Weigher facilities.
- 3.14.2 The City shall use Contractor-provided on-board scale systems (i.e., sensors, meters, etc.) to obtain weight measurements for Residual loads on end-dump trailers, to monitor the accuracy of Contractor-provided scale measurements, and potentially to determine revenue payment as part of the City's Biosolids Marketing contract.

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3.14.3 The City shall use City-owned scale systems (i.e., scales/load cells, meters, computers and software, etc.) calibrated per TDOA requirements to monitoring the performance of the provided on-board scale systems and the accuracy of the installed end-dump trailer load lines and Contractor-provided scale measurements.

3.14.4 The Contractor shall use TDOA registered and calibrated, landfill company-owned scale systems (i.e., scales/load cells, meters, computers and software, etc.) at the landfill sites to obtain weight measures to use on entries for Landfill Disposal Service fees under this Agreement, to monitor the performance of the Contractor's on-board scale systems, and to determine the location of the Contractor-installed load lines.

3.14.5 The Contractor shall use TDOA registered and calibrated, third party-owned scale systems (i.e., scales/load cells, meters, computers and software, etc.) identified in Route Plans as a substitute for land-fill company owned scale systems when the landfill company owned scales have performance-related issues. Such performance related issues include system failure (e.g., power supply, printer, etc.), providing apparently inaccurate measurements, missing tare measurements, and other scenarios described in the standard operating procedure. These scale systems shall also be used to gauge the fill level of the provided tanker trailers.

3.14.6 Weight measurements obtained by the Contractor using third party-owned scale systems (i.e., scales/load cells, meters, computers and software, etc.) at TDOA certified Public Weigher facilities shall be used for revenue payment as part of the City's Biosolids Marketing contract. Third party-owned scales at TDOA Public Weigher facilities shall be TDOA registered, calibrated per TDOA requirements, bonded per TDOA requirements, issue Official Certificates per TDOA requirements, and maintain measurement records per TDOA requirements.

**4.0. YARD TRACTOR RENTAL**

4.1 The Contractor shall deliver to areas designated by the CTR ten (10) yard tractors/mules capable of handling a least a 70,000 pound loaded trailer, have a minimum 50-inch wide insulated cab, air ride seats, two batteries, and have a hydraulically activated fifth wheel. Each yard tractor shall be equipped with a fifth wheel that will accept a fifth wheel load cell scale system. Details of these services shall be outlined in Contractor-prepared and City-approved standard operating procedures (Reference Paragraphs 1.4 and 7.1).

4.2 Yard tractors the Contractor delivers shall be 2010 or newer model year.

4.3 All provided yard tractors shall be of the same make, model, and model year.

4.4 Initially, the Contractor shall mobilize one yard tractor at each of the following City plants: Beltway, Chocolate Bayou, Greenridge, Imperial Valley, Keegans Bayou, Metro Central, Northgate, Sims Bayou North, Southeast, and Upper Brays.

4.5 The Contractor shall provide four continuous hours of training to City personnel regarding the proper and safe operation of the provided yard tractors. This training shall be conducted on three separate occasions within 30 days of contract Notice to Proceed. The Contractor shall provide additional training on an annual basis and as requested by the CTR.

4.6 The Contractor shall provide operations DVDs with each yard tractor.

4.7 The Contractor shall maintain and fuel each yard tractor so each tractor is available for continuous use by City personnel.

4.8 The Contractor shall deliver up to two (2) additional yard tractors with a one month notice from the CTR and with a minimum of two month rental at any City WWTP property.

4.9 Upon written notice from the City 24-hours in advance, the Contractor shall provide a yard tractor at 69th Street and/or Alameda Sims with a minimum of one month rental. These yard tractors can differ in make, model, and model year from the other Contractor-provided yard tractors and are not required to be equipped with on board scale sensors or cab meters.

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- 4.10 Each yard tractor shall be equipped with a fifth-wheel-mounted, load cell type on board scale system. The scale systems shall have double shear beam load cells connected to the tractor's fifth wheel along with a measurement display/meter in each yard tractor cab. The provided systems shall be used by the City plant operators, in tandem with the provided load lines in each trailer, to load each road rig to its legal total gross weight. The yard tractor load cells shall be manufactured from high strength alloy steel and have a capacity of 40,000 pounds vertical load per system and 150,000 pounds system draw bar pull. A maximum road tractor tare weight shall be programmed into the total gross weight measurements to ensure proper road rig loading. The provided system (yard tractor and end dump trailer) shall be setup to read both gross and tare weights. The meter mounted inside the yard tractor shall read weight on the yard tractor fifth wheel, weight on the provided end dump trailer's rear axle group, and total weight. The cab meter shall have the ability to store weights, time, and load data (up to 1,500 events, with each current reading over writing the oldest reading when storage capacity is exceeded). The provided on board scale systems shall be equipped with digital, two wire or wireless communications between the load sensors and the cab meter. Setup and calibration information for the trailer shall be stored on each trailer in order to allow multiple trailers to be connected to a scaled yard tractor without operator adjustments. Calibration information for each weighing channel shall be able to be viewed and changed at any time to aid in troubleshooting and easy calibration. The scale systems shall have a driver lockout function to prevent inadvertent changing of the calibration; this function shall be disabled only by pressing a sequence of buttons on the meter readout. Digits on the meter shall be powered by the yard tractor and shall be high brightness LEDs and have operator-controlled brightness levels. Meters and sensors shall be made in the United States. The yard tractor and trailer on board scale sensors, meters, and all other scale equipment shall be provided by the same manufacturer.
- 4.11 The Contractor shall maintain each on board scale system such that they provide accurate weight measurements when on level ground. Onboard scale system total weight measurements shall be calibrated and maintained to remain within 1 percent of measurements made using TDOA registered and calibrated scales.
- 4.12 All yard tractors shall be capable of putting the trailers' air suspension (if utilized) and air brake systems into service within ten minutes.
- 4.13 All yard tractors shall be capable of hauling each provided trailer without any modifications to the tractor or trailer.
- 4.14 All yard tractors shall have audible backup alarms, parking brakes and tow hooks.
- 4.15 The City will operate the Contractor provided yard tractors in order to move trailers while filling (to create multiple piles) and to move empty and filled trailers within plant grounds.
- 4.16 The City will ensure that only trained/qualified Plant Operators operate the yard tractors. Only Plant Operators that have completed OSHA Powered Industrial Trucks – Operator Training (Section 1900 compliant) and have been documented as certified shall operate the provided yard tractors. The City shall maintain a list of certified Contractor and City yard tractor operators in each of the provided yard tractors.
- 4.17 The Contractor will deploy yard tractors will as specified in the standard operating procedure at all times.
- 4.18 The CTR will provide available staging areas at the identified plants for yard tractor storage. The City assumes no liability for the condition of the Contractor's yard tractors while stored at City WWTPs.
- 4.19 When authorized by the CTR, the Contractor may use the provided yard tractors to move the provided trailers within the WWTP property.

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**5.0. SERVICE FEES**

**5.1 Transportation Services**

- 5.1.1 The City will pay for each provided road tractor and road tractor driver on a unit cost per day rate. This fee will include use of each tractor and driver for a minimum of 5 days per week and 12 hours per day. The City will identify the work days per week (between Sunday and Saturday) and the work hours per day (between 12 AM and 12 PM) for each tractor and driver in the weekly equipment/driver deployment schedule (Reference Paragraph 3.5). This fee includes load transport between any City of Houston owned wastewater facility and City-identified destinations within Harris County, Texas.
- 5.1.2 The fee for road tractors and drivers shall also apply for services provided on the sixth and seventh day of the week (12 hours per work day). Work on these days will be requested in writing by the City and scheduled at least 24 hours in advance.
- 5.1.3 The City will pay an additional road tractor mileage fee (Road Tractor Mileage Fee No. 1) on a unit cost per day rate for loads transported round-trip between any City of Houston owned wastewater facility and a City-identified destination within Brazoria, Matagorda, Fort Bend, Wharton, Waller, Austin, Colorado, Washington, Brazos, Grimes, Montgomery, Walker, San Jacinto, Polk, Hardin, Liberty, Chambers, Jefferson, and Galveston Counties in Texas.
- 5.1.4 The City will pay an additional road tractor mileage fee (Road Tractor Mileage Fee No. 2) on a unit cost per day rate for loads transported round-trip between any City of Houston owned wastewater facility and a City-identified destination within Jackson, Lavaca, Fayette, Lee, Burleson, Madison, Houston, Trinity, Tyler, Jasper, Newton, and Orange Counties in Texas.
- 5.1.5 The City will pay an additional road tractor mileage fee (Road Tractor Mileage Fee No. 3) on a unit cost per day rate for loads transported round-trip between any City of Houston owned wastewater facility and a City-identified destination within Victoria, Dewitt, Gonzales, Caldwell, Travis, Bastrop, Williamson, Bell, Milam, Robertson, Falls, Limestone, Leon, Freestone, Anderson, Cherokee, Angelina, Nacogdoches, San Augustine, and Sabine Counties in Texas.
- 5.1.6 Road Tractor Mileage Fee rates apply for each road tractor that hauls at least one load in a day to a destination in the above-identified Texas counties.
- 5.1.7 The City will pay for each provided end-dump trailer on a unit cost per month rate. This fee will include use of each trailer at any time of the month for loads hauled from City wastewater facilities to any City-identified destination.
- 5.1.8 The City will pay for each provided tanker trailer on a unit cost per month rate. This fee will include use of each trailer at any time of the month for loads hauled from City wastewater facilities to any City-identified destination.
- 5.1.9 Upon written request from the City, the City will pay for washout of end dump trailers and/or rolloff containers at the landfill facilities on a unit cost per washout rate.
- 5.1.10 Upon written request for the City, the City will pay for the specified gross and/or net weight measurement services on a unit cost per weight measurement rate (i.e., payment for each gross and each tare measurement). This rate should include the measurement fees, as well as increased rig operating and maintenance costs.
- 5.1.11 Transportation fees will account for road tractor fuel, equipment maintenance, and all other related costs (e.g., toll charges, fines, etc.).

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- 5.1.12 Road tractor mileage fees shall account for increased fuel consumption and increased equipment maintenance.
- 5.1.13 Transportation fees will be adjusted if the US Department of Energy On Road Gulf Coast Average Price for diesel fuel ([http://www.eia/doesgov/pub/oil\\_gas/petroleum/data\\_publications/weekly\\_on\\_highway\\_diesel\\_process/current\\_html/diesel.html](http://www.eia/doesgov/pub/oil_gas/petroleum/data_publications/weekly_on_highway_diesel_process/current_html/diesel.html)) goes over \$5.00/gallon or goes below \$3.00/gallon. For every 10 cent increase in diesel price per gallon over \$5.00, \$10 will be added to the Road Tractor day rate. For every 10 cents decrease in diesel price per gallon below \$3.00, \$10 will be subtracted from the Road Tractor day rate. This adjustment will be calculated on the first Monday of each new month and the calculated adjustment will apply for the entire month.
- 5.1.14 Transportation fees include road tractor driver salary, benefits, per diem, and all other related costs.
- 5.1.15 Transportation fees might be less than 5 days per week for some road tractors and drivers on weeks with the following City-declared holidays: New Year, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
- 5.1.16 The City will pay for each provided rolloff container on a unit cost per month rate. This fee will include use of each rolloff container at any time of the month.
- 5.1.17 The City will pay for the delivery of an empty rolloff container and the transport of a loaded container to a City-identified landfill on a unit cost per load rate.
- 5.1.18 Monthly rates are on a calendar month basis. The Contractor shall prorate Monthly rates when the service is only provided for a portion of the month (e.g., first week of contract month).
- 5.2 Yard Tractor Rental
  - 5.2.1 The City will pay for each provided yard tractor on a unit cost per month rate. This fee will include use of each tractor at any time of the month.
- 5.3 Landfill Disposal
  - 5.3.1 Landfill disposal costs (one for loads passing paint filter and one for loads failing paint filter) will be paid on an annually-determined (at the start of each contract year), City-approved cost per wet ton basis at each City-identified landfill facility.
  - 5.3.2 Disposal costs shall be paid based on accurate measurement of the actual gross and tare weight of each load using TDOA registered scales calibrated per TDOA requirements. The Contractor will ensure that such measurements are made for each load and shall report and non-compliance scale operations or inaccurate measures to the City immediately. Payment for landfill disposal of residuals shall be the difference between the measured gross weight and the measured tare weight for each load.
  - 5.3.3 The City will pay for Republic's McCarty Road and Blue Ridge Landfills, Waste Management's Atascocita Landfill, and WCAs Fort Bend County Landfill co-disposal charges at a City-approved rate (for each Contract Year) of unit cost per landfill-measured net tonnage (all in) plus the Contractor's Markup for material passing paint filter. The City reserves the right to add additional landfill destinations at a fee developed as outlined in Paragraph 5.3.1.
  - 5.3.4
  - 5.3.5 Following written approval from the CTR for each load prior to solidification, pay for Republic's McCarty Road and Blue Ridge Landfills co-disposal charges at a City-approved rate (for each Contract Year) of unit-cost per landfill-measured net tonnage plus the Contractor's Markup for material failing paint filter.

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5.3.6 Following written approval from the City for each event, pay for additional charges relating to trailer washout at each of the above-identified landfills at a City-approved rate (for each Contract Year) of cost per washout plus the Contractor's Markup.

5.4 Other Services

5.4.1 The costs of all other services to the City shall be provided by the Contractor at no additional cost to the City (e.g., project management, invoicing, submittals, permits, licenses, certifications, etc.).

5.4.2 As directed in writing by the City, the City will pay the Contractor for each load weight measurement taken on a scale at a Texas Department of Agriculture Certified Public Weigher facility with a TDOA Registered scale that has been properly calibrated by a TDOA authorized organization. The City will pay the weighing fee plus the Contractor's Markup. Measured gross and tare weights shall be presented on a TDOA Official Certificate (payment would be made for both the gross and the tare measurements). Route distances shall be adjusted based on required scale measurements.

5.5 Invoicing

5.5.1 The Contractor shall download the City's procurement policies from the City website and become familiar with the outlined procedures.

5.5.2 The City's Wastewater Operations Branch shall perform the Receiver Functions outlined in the City procurement policies. Representatives from this Branch cannot perform either purchasing or payment functions.

5.5.3 The Contractor shall submit a monthly invoice for the provided services by the 15th of the following month. This invoice shall be sent to the CTR-identified Accounts Payable person and address with copies to the CTR and UDR.

5.5.4 Contractor questions regarding invoice receipt, payment status, and other Payment Functions shall be directed only to the City-identified Accounts Payable contact; however, the contract CTR and UDR shall be copied on all such correspondence.

5.5.5 The Contractor shall provide the following information with each monthly invoice: summary spreadsheet (hard and file copy) for each plant (including load start, finish, haul, and disposal dates; manifest number; load gross, tare, net weights; load landfill disposal costs; landfill name and permit number; truck number; and trailer number for each load hauled).

5.5.6 Contract Year 1 fees shall remain in effect for one calendar year from the execution date noted in the contract Notice to Proceed issued by the City. Contract Year 2 thru 5 fees shall be applied in subsequent calendar year increments.

5.5.7 If the CTR partially approves items invoiced by the Contractor, the City shall pay the undisputed amounts of the invoice and provide payment for the amount in dispute in accordance with Chapter 2251 of the Texas Government Code or any successor statute.

**6.0 EMERGENCY PREVENTION & RESPONSE**

6.1 Load Inspections

6.1.1 The City will perform unscheduled load inspections at a frequency determined by the City and not communicated in advance to the Contractor. These inspections will either be coordinated by the Houston Police Department or the City's Wastewater Operations Branch. The Contractor employees shall cooperate with all such inspections.

6.1.2 Load inspections can include Level 1 (North American Standard Inspection), Level II (Walk-Around Driver/Vehicle Inspection), Level III (Driver/Credential Inspection), Level IV (Special Inspections), and

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Level V (Vehicle-Only Inspection) either in coordination with or in conjunction with the Houston Police Department's Truck Enforcement Unit Safety Inspections.

- 6.1.3 Load inspections shall typically be completed within 30 minutes.
- 6.1.4 The results of each load inspection will be only be communicated via email by the City's UDR to the Contractor's Project Manager. The driver shall not request any information from the City's inspector.
- 6.1.5 Tractors displaying a valid CVSA decal can be subjected to re-inspection.

#### 6.2 Equipment Breakdown

- 6.2.1 Should a mechanical breakdown occur, the Contractor shall immediately dispatch a tow truck or repair crew to the disabled equipment. If a disabled, loaded trailer or rolloff container cannot be repaired in place, it shall first be secured and then towed to the disposal/end use site for dumping of the material at no additional cost to the City (except landfill disposal costs). Replacement equipment shall be provided as outlined in Paragraph 3.1.1.3.
- 6.2.2 The Contractor shall not use City property as a work area to repair or service the provided equipment, except as agreed to in writing by the Director.

#### 6.3 Facility Repairs

- 6.3.1 The Contractor shall expeditiously repair any damaged property at City facilities and land application sites resulting from their operations. Repairs shall be made to return these facilities to their original condition at no cost to the City.
- 6.3.2 Damage to City facilities that in the City's interpretation affect the safety and security of these facilities (e.g., plant gates and fences) shall be repaired by the Contractor prior to the end of normal plant operating hours or when continuous (24 hours/day, 7 days/week) repair efforts are completed. An armed, licensed security guard or off-duty police officer shall be provided by the Contractor at the affected facility when facility repairs extend beyond normal plant operating hours.

#### 6.4 Leaks & Spills Prevention and Response

- 6.4.1 The Contractor shall make best efforts to prevent leaks and spills of residuals to promptly and effectively contain and cleanup any leak or spill of residuals in connection with this Contract.
- 6.4.2 The Contractor shall prepare a comprehensive spill prevention and response plan for City review and approval. At minimum, this plan shall:
  - 6.4.2.1 Comply with all City, State, and Federal requirement, including the most current version of City Administrative Policy7-6, the requirements for standard operating procedures (Reference Section 1.4) and the NBP's National Manual of Good Practice for Biosolids (Chapter 7 Transportation).
  - 6.4.2.2 Outline specific preventative measures; to include regularly scheduled inspections and completion of field checklist logs.
  - 6.4.2.3 Identify responsible Contractor personnel; including subcontractor respondents and a spokesperson designated to talk to the media or public if necessary.
  - 6.4.2.4 Describe driver and other key personnel training and Route Plan requirements regarding the plan, including frequency of training and updates to Route Plans, method for documenting training, etc.
  - 6.4.2.5 Outline equipment and personnel required, as well as procedures to follow for the following spill types (with spill limited to concrete surfaces, grass/dirt surfaces, and reportable quantities

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released): upright end dump trailer, overturned end dump trailer, upright tanker trailer, and overturned tanker trailer.

- 6.4.2.6 At minimum, spill response procedures shall include methods for halting the spill source, containing the spill, removing the spilled material, performing final cleanup, and reporting the spill to City and State personnel.
- 6.4.3 The Contractor's spill response shall be comprehensive and complete. All of Contractor's spill-response plans should include excess equipment and provide for clean-up and a return of full public access to roadways in no more than 6 hours for any foreseeable spill scenario.
- 6.4.4 The CTR shall determine the extent of required cleanup. In no case shall any visible signs of spilled residuals remain.
- 6.4.5 All spilled or leaked material shall be disposed of by the Contractor. The Contractor shall provide the CTR with all paperwork required to track the spilled/leaked material to its final destination. Spilled/leaked material shall not be disposed of in the City's wastewater collection systems or treatment plants.
- 6.4.6 The Contractor shall respond in a timely manner to all spills (including vehicle fluids) and provide thorough cleanup and removal of the spilled material in accordance with the applicable, City-approved spill response plan. No amount of leakage or spillage (e.g., residual materials, water, polymer, hydraulic fluid, fuel, or any other liquid or solid materials) from the provided equipment will be allowed at any time (not even drops) or at any location (e.g., City property, public roads, private roads, Contractor property, etc.). City-approved spill response plan procedures shall be implemented immediately following identification of any spills or leaks.
- 6.4.7 Equipment with any amount of leakage or spills shall immediately be removed from service and replaced as outlined in Paragraph 3.1.1.3. If an end dump trailer is found to be leaking any amount of fluid, the Contractor will transfer the existing load from the leaking trailer to new watertight transport container(s) at no additional cost to the City (except disposal costs that apply). These new containers shall be provided in addition to those provided via this contract and shall be provided and transported to a City-identified destination at no additional cost to the City.
- 6.4.8 The Contractor shall exercise caution to ensure against any spillage or scattering of any material from the rigs at any time into any natural drainage system, waterway, canal or onto City property, or other properties.
- 6.4.9 In the event of a spill or leak, the Project Manager shall contact the CTR immediately, provide an initial report, and request additional response time in writing for approval by the CTR if the clean-up will take more than the time provided in the applicable spill response plan.
- 6.4.10 The City will assist in spill cleanup when spills or leaks are not cleaned up in what the City determines to be a timely matter. City costs for cleanup shall be paid by the Contractor thru deductions of payment due the Contractor. Any and all service fees shall be prorated at the City's discretion as a result of improper Contract response to spills.
- 6.4.11 Within 15 days of any spill event, the CTR and the Project Manager shall review all spill events and leak events for opportunities to improve operations and/or spill response plans. The Project Manager shall prepare a report to document and implement any improvements developed by the CTR and Project Manager.

## **7.0 CONTRACTOR SUBMITTALS**

### **7.1 General**

- 7.1.1 The Contractor shall be responsible for submitting complete, accurate, and correct information.

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- 7.1.2 Post-Award and beyond submittals shall be delivered to the City-identified CTR and address/location.
  - 7.1.3 Contractor submittals will be categorized as follows: City review and approval and City record.
  - 7.1.4 Submittals labeled as “City review and approval” will be reviewed by the City within one week of City receipt and either approved or rejected. Rejected submittals shall be corrected as noted by the City and resubmitted within seven (7) working days for City review and approval.
  - 7.1.5 Submittals labeled as “City record” will be reviewed by the City, but not approved or rejected.
  - 7.1.6 City submittals shall be submitted to the Contractor solely for record (i.e., the Contractor shall not be given approval authority for City submittals).
- 7.2 Bid
- 7.2.1 The Contractor shall provide the following submittals with their bid, which the City will use to evaluate the bids under best value criteria:
    - 7.2.1.2 Regional fleet summary (Reference Section 7.2.2);
    - 7.2.1.3 The implementation plan (Reference Section 7.2.3)
    - 7.2.1.4 FMCSAs BASICs rating for each safety event grouping based upon On-Road Performance/Roadside Inspection and Investigation Results (to include ratings associated with all names DBA over the last 5 years and to include ratings associated with all subcontractors); (Reference Section 7.2.4)
  - 7.2.2 The regional fleet summary submittal shall be provided in tabular format with the following information (separate column for each) for each piece of equipment (separate row for each piece of equipment): equipment type (road tractor, yard tractor, end dump trailer, or tanker trailer), equipment manufacturer, equipment model number, equipment manufacture date, license plate information (state and number), company identification number, location equipment staged on October 10, 2013 (city and state), and reason equipment staged at identified location (e.g., City/public project, industrial/private project, repairs, etc.). The fleet summary submittal shall only include Contractor and proposed subcontractor(s) equipment staged in Texas, New Mexico, Oklahoma, Arkansas, and Louisiana on October 10, 2013.
  - 7.2.3 The implementation plan shall summarize the Contractor’s proposed approach to key Contract tasks between Notice to Proceed and Contract Year 1 and Month 6 and shall include (in tabular format):
    - 7.2.3.1 A summary of the vendor’s prior experience transporting residuals material generate by water/wastewater utilities. At minimum and in a tabular format, include the utility name, date of contract, contract summary, and contract amount and duration. This requirement is in addition to that outlined in Responsiveness & Responsibility Evaluation Assessment, Paragraph 1.1.
    - 7.2.3.2 Road Tractor Mobilization Plan– summarize the make, model number, and manufacture date of each tractor proposed for initial mobilization for the proposed project and describe the applicable purchase or lease arrangements and delivery dates and limitations for all.
    - 7.2.3.3 End Dump Trailer Mobilization Plan– summarize the make, model number, and manufacture date of each end dump trailer proposed for initial mobilization for the proposed project and describe the applicable purchase or lease arrangements and delivery dates.
    - 7.2.3.4 Tanker Trailer Mobilization Plan– summarize the make, model number, and manufacture date of each tanker trailer proposed for initial mobilization for the proposed project and describe the applicable purchase or lease arrangements and delivery dates.
    - 7.2.3.5 Rolloff Container Mobilization Plan– summarize the make, model number, and manufacture date of each rolloff container proposed for initial mobilization for the proposed project and describe the applicable purchase or lease arrangements and delivery dates.
    - 7.2.3.6 Rolloff Container Truck Fleet Plan– summarize the rolloff container fleet available for on-call hauling of the provided rolloffs and describe the applicable purchase or lease arrangements and

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delivery dates; provide the information provided in the Regional Fleet Summary submittal for each vehicle (Reference Paragraph 7.2.2).

- 7.2.3.7 Yard Tractor Mobilization Plan— summarize the make, model number, and manufacture date of each yard tractor proposed for initial mobilization for the proposed project and describe the applicable purchase or lease arrangements and delivery dates.
- 7.2.3.8 Organization Chart—An initial project team organization chart (with tracking all the way to the corporate level down to driver level) and resumes for the proposed Project Manager and Operations Supervisor. At minimum, these resumes shall summarize the education, training, certifications, licenses, and related prior work experience for the Project Manager, Operations Supervisor, and corporate executives. This requirement is in addition to that outlined in Responsiveness & Responsibility Evaluation Assessment, Paragraphs 1.2 and 1.3.
- 7.2.3.9 A summary of vendor's experience with obtaining and executing externally audited and certified continual improvement programs (e.g., ISO 14001 Environmental Management System).
- 7.2.3.10 A summary of the Contractor's telematics asset tracking system, including descriptions of standard equipment, software, end-user capability, alert options, reliability history, and security features, to be employed on this Contract (reference Section 3.1.2.6).
- 7.2.3.11 A summary of the Contractor's proposed driver and equipment acquisition plan.

- 7.2.4 The Contractor shall submit the FMCSAs BASICs rating information for each safety event grouping based upon On-Road Performance/Roadside Inspection and Investigation Result. This information shall be printed from the FMCSAs BASICs website. This information shall be provided for the Contractor and each proposed subcontractor; to include ratings associated with all names the Contractor and subcontractors were Doing Business As over the two years prior to the Bid Opening Date.

### 7.3 Post-Award

- 7.3.1 Three hard copies and one electronic copy (pdf) of all post-award Contractor submittals shall be submitted to the City's Contract Technical Representative within three weeks of the date of Notice to Proceed.
- 7.3.2 Throughout the duration of the contract, the City shall be notified in writing within 24 hours after any changes to the information provided in the post-award submittals.
- 7.3.3 The Contractor shall provide the following Post Award submittals:
  - 7.3.3.1 Three year contract landfill disposal rates, with details for each year, location, rate category, and combined total for Republic Service's McCarty Road and Blue Ridge Landfills, Waste Management's Atascocita Landfill, and WCAs Fort Bend Landfill for City record
  - 7.3.3.2 An organization diagram meeting the requirements of Section 3.4.1.2.
  - 7.3.3.3 Route Plans for standard transport routes between each City-identified Wastewater facilities and each City-identified destination for City record (Reference Section 3.12.6).
  - 7.3.3.4 Standard operating procedures, for the following tasks: telematics systems, trailer delivery and staging, manifests and load checklists execution, trailer connection and hauling, load weight measurements (off-site scales and on-board scales), landfill disposal and land application site dumping, trailer washing, employee and subcontractor in-processing, training, and out-processing, (Reference Sections 1.4, 3.1.2.6, 3.4.1.10, 3.12.1-3.12.4, 3.13.2.1, and 4.1).
  - 7.3.3.5 Spill prevention and response plan for City review and approval (Reference Section 6.4).
  - 7.3.3.6 Project Manager's and Operations Supervisor's resumes for City review and approval (Reference Section 3.4.2 and 3.4.3).
  - 7.3.3.7 Applications and documents for employees and subcontractors to the City prior in accordance with the applicable standard operating procedure (Reference Sections 3.4.1.10 and 7.3.3.4).

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7.3.3.8 FMCSA Carrier Registration Information as of the date of contract Notice to Proceed for City record (Reference Section 7.2.4).

7.3.3.9 All documents related to the Equipment Information and Permitting Requirements (Reference Section 3.1.7).

7.3.3.10 All documents related to Employee and Subcontractor Training Requirements (Reference Section 3.4.5).

7.4 Weekly

7.4.1 Three hard copies and one electronic copy (pdf) of all weekly submittals shall be submitted to the City's User Department Representative by Tuesday of the following week.

7.4.2 The Contractor shall provide the following weekly submittals:

7.4.2.1 All executed load manifests for City record (Reference Paragraph 3.9.1).

7.4.2.2 All completely executed load checklists for City record (Reference Paragraph 3.9.2).

7.4.2.3 All completely executed landfill invoices and TDOA Official Certificates for City record.

7.4.2.4 Weekly rental cost summary table for City review and approval.

7.4.2.5 Weekly disposal cost summary table for City review and approval.

7.4.2.6 Weekly total cost summary table for City review and approval.

7.4.2.7 Copies of any citations, fines, violations, etc. received in relation to contract execution for City record.

7.4.2.8 Transport Route summary, including new or updated Spill Response Plans for any new or altered Transport Route.

7.5 Monthly

7.5.1 Three hard copies and one electronic copy (pdf) of all monthly submittals shall be submitted to the City's User Department Representative by the 15th day of the following month.

7.5.2 The Contractor shall provide the following monthly submittals:

7.5.2.1 Service fees invoice (copy) for City Accounts Payable review and approval and Wastewater Operations record.

7.5.2.2 Tonnage hauled reports in the CTR-identified format for inclusion in the City's annual EPA and TCEQ sludge reports (content shall agree with Contractor's annual TCEQ sludge haul report) for City review and approval.

7.5.4.3 Copy of cover letter transferring payment to the City Department of Health and Human Services for sludge permit for City record.

7.5.4.4 Copy of City Pay or Play transmittal cover letter for City record.

7.5.4.5 On-board scale accuracy check versus measurements at a TDOA registered and calibrated scale for City review and approval.

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- 7.5.4.6 Executed spill prevention checklists for City record.
- 7.5.4.7 Summary of the most recent FMCSA BASICs assessment Measure and Percentile numbers for all seven safety event groups (for each DOT No. organization involved in Contract services) for City record. Although not public, performance information shall be provided to the City for Cargo-Related and Crash Indicator groups.
- 7.5.4.8 The most recent Inspection History shall be provided for each FMCSA BASICs safety event group for City record. Each inspection and violation for each group that is related to services provided under this contract shall be clearly indicated.
- 7.5.4.9 Tabular summary of Contractor Project Manager prepared contract non-compliance issues for City record.

**7.6 Annual**

- 7.6.1 Three hard copies and one electronic copy (pdf) of all annual submittals shall be submitted to the City's User Department Representative by the COB of the last weekday of each year.
- 7.6.2 The Contractor shall provide the following annual submittals:
  - 7.6.2.1 Copy of annual vehicle inspections (Periodic Inspections) required by Federal regulations (49 C.F.R. 396) for each road tractor, trailer, etc. utilized for this contract for City record.
  - 7.6.2.2 Copy of annual TCEQ sludge haul report for City record.
  - 7.6.2.3 Updated Federal Motor Carrier Safety Administration's (FMCSAs) Safety Measurement System (SMS) score for each of the seven Behavior Analysis and Safety Improvement Categories (BASIC) for the prior two years (unsafe driving, fatigued driving, driver fitness, alcohol/drugs, vehicle maintenance, cargo securement, and crash history) for City record.

**7.7 Other**

- 7.7.1 The Contractor shall immediately notify the City in writing of any expired or revoked permits, licenses, etc.
- 7.7.2 Within 24 hours of a written request by the City, the Contractor shall submit one hard copy of a GPS tracking report for one or more of the provided road tractors. This report shall include a summary of the route(s) traveled versus time, etc.
- 7.7.3 Within two days of receipt by the Contractor, the Contractor shall submit written notice to the City of any tickets, fines, notices, etc. issued to the Contractor or Contractor employees resulting from violation of City, County, State, and/or Federal regulations, ordinances, etc. while performing contract-related tasks. The Contractor shall also provide all City-requested information relating to each occurrence within two weeks of written request for information from the City.
- 7.7.4 Within one week, the Contractor shall submit an updated equipment list to the City via electronic copy (pdf).
- 7.7.5 One electronic copy (pdf) of TDOA scale registration, certification, calibration, and other information with one week of written request by the City.
- 7.7.6 Within 24 hours of a written request by the City, the Contractor shall submit a hard copy of daily driver vehicle inspection reports.

**8.0 CITY SUBMITTALS**

**8.1 Post-Award**

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- 8.1.1 One electronic copy (pdf) of all initial City submittals shall be submitted to the Contractor within three weeks of the date of Notice to Proceed.
- 8.1.2 Throughout the duration of the contract, the Contractor will be notified in writing within 24 hours after any changes to the information provided in the initial submittals.
- 8.1.3 The City will provide the following initial submittals:
  - 8.1.3.1 Copies of landfill company approved Waste Profile Numbers and copies of City-prepared waste profile documents.
  - 8.1.3.2 Copies of NPDES/TPDES sludge provisions for each of the City's biosolids preparer facilities.
  - 8.1.3.3 Copies of City selected COH/PWE policies (e.g., biosolids management, spill prevention and response, security, etc.).
  - 8.1.3.4 Copies the City's stormwater permit.
  - 8.1.3.5 MSDS sheets for each type of residual handled (i.e., dewatered cake, heat-dried pellets, and process unit cleaning solids).
  - 8.1.3.6 Copy of the City's draft or final NBP BMP manual.
  - 8.1.3.7 Example load checklist form.
  - 8.1.3.8 Example load manifest form.
  - 8.1.3.9 Plant operating hours summary.
  - 8.1.3.10 BMP non-conformance form.
  - 8.1.3.11 Contractor dispatch contact log format.
  - 8.1.3.12 Anticipated cake destinations table.
  - 8.1.3.13 Example of table for TCEQ tonnage reporting.
- 8.2 Monthly
  - 8.2.1 One electronic copy (pdf) of all monthly City submittals shall be submitted to the Contractor.
  - 8.2.2 The City will provide the following monthly submittals:
    - 8.2.2.1 Sludge, cake, and biosolids properties laboratory data required for contract execution (e.g., cake percent solids) by the 15th day of each following month.
    - 8.2.2.2 Load destination schedule by the 15th or following work day of each prior month.
    - 8.2.2.3 Tabular summary of contract non-compliance issues.
- 8.3 Weekly
  - 8.3.1 One electronic copy (pdf) of all weekly City submittals shall be submitted to the Contractor.
  - 8.3.2 The City will provide the following weekly submittals:

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8.3.2.1 Equipment and driver deployment cake haul schedule by Thursday of each prior week.

8.3.2.2 Equipment and driver deployment liquid sludge haul schedule by Thursday of each prior week.

8.4 Annual

8.4.1 One electronic copy (pdf) of all annual City submittals shall be submitted to the Contractor within 30 days of execution/completion.

8.4.2 The City will provide the following annual submittals:

8.4.2.1 Copies of the City's annual sludge reports to TCEQ (September) and EPA (February).

8.4.2.2 Copy of the City's annual BMP report.

8.4.4.3 Copies of Class B land application semi and annual TCEQ reports.

8.4.4.4 On-board scale training and certification for applicable City operators.

8.5 Other

8.5.1 One electronic copy (pdf) of each landfill recertification document will be submitted to the Contractor as required.

8.5.2 One electronic copy of updated BMP non-conformance, RCA, and corrective action logs will be submitted to the Contractor as required.

**9.0 BIOSOLIDS MANAGEMENT PROGRAM**

9.1 General

9.1.1 The City is a participant in the National Biosolids Partnership's Biosolids Management Program. The BMP is a continual improvement program modeled after ISO14001 Environmental Management System. The four key outcomes of the BMP relate to Quality Management Practices (ensure consistent product quality), Better Relations with Interested Parties (establish and maintain credibility), Regulatory Compliance (exceeds compliance with regulatory requirements), and Environmental Performance (protects environment for future generations). The City's BMP will be documented in the City-approved "Biosolids Management Program Manual."

9.2 Execution

9.2.1 The Contractor shall train each employee to ensure proper job performance. Included with this training shall be BMP awareness training.

9.2.2 By invitation, the Contractor's Project Manager shall participate in the BMP continual improvement process (e.g., help identify nonconformances; perform root cause analyses; determine corrective/preventive actions; set goals and objectives; monitor, measure, and report on progress towards goals and objectives).

9.2.3 Throughout the duration of this contract, the City or a contracted third party auditor may audit the Contractor's activities. During the audits, auditors will examine documents and conduct interviews with the Contractor to determine if the Contractor's roles and responsibilities, as specified herein, are consistent with the City's BMP. Full documentation shall be made available from the Contractor and a Contractor representative is expected to attend portions of the audit, where appropriate.

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- 9.2.4 The Contractor shall be completely familiar with, and conduct all contract services and rentals in compliance with BMP identified operational controls.
- 9.2.5 The Contractor shall prepare Contractor BMP operational controls.
- 9.2.6 City PWE Policy No. 8-2, outlines the requirements of the City's BMP. This policy requires that the City and Contractor follow NBP Code of Good Practice.

### **10.0 CONTRACT NON-COMPLIANCE**

#### 10.1 General

- 10.1.1 Both the City staff and the Contractor staff are responsible for ensuring compliance with all the terms and conditions of this contract. Therefore, any member of either staff is responsible for identifying and properly reporting any and all issues regarding non-compliance with this contract.
- 10.1.2 The City contract UDR will keep track of each contract non-compliance issue and develop a tabular summary of issues each month for submittal to the City contract CTR and COR and the Contractor's Project Manager.
- 10.1.3 The Contractor's Project Manager shall also keep track of all contract non-compliance issues and develop a tabular summary of issues each month for internal distribution and submittal to the City contract COR, CTR, and UDR.

#### 10.2 BMP Continual Improvement Process

- 10.2.1 Ongoing/repeat issues that are not in conformance with the City's NBP BMP will be documented using the City provided nonconformance form and will be dealt with initially using the BMP continual improvement process. Root cause analysis and corrective/preventive action procedures for evaluating these non-conformances will be outlined in the City's BMP manual (the Contractor's Project Manager will participate as a member of the BMP Core Implementation Team). Identified preventive/corrective actions that are within the terms of this contract shall be executed as indicated. Execution of other actions will be considered thru a contract amendment process.

#### 10.3 Formal Process

- 10.3.1 Contract non-compliance issues that the City contract COR determines cannot be resolved using the City's BMP continual improvement process will be referred to the City's Public Utilities Division's Business Services Branch (Senior Contract Administrator) for formal processing/resolution. All BMP continual improvement paperwork that was developed will be provided to BSB along with each issue referral.
- 10.3.2 The City's BSB will involve the City Public Works & Engineering Department's Materials Management Branch and the City's Legal Department as appropriate.
- 10.3.3 The Contractor has the option of discussing concerns regarding the handling of contract non-compliance issues with the City's Wastewater Operations Branch's Senior Assistant Director and/or higher levels of PWE management.

### **11.0 PROJECT MEETINGS**

#### 11.1 Project Kickoff Meeting

- 11.1.1 The Project Kickoff meeting agenda will include the following items: City staff introductions, Contractor staff introduction, and Contract review.

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11.2 Bi-Monthly Progress Meetings

11.2.1 The City will schedule Bi-Monthly Progress meetings on the third Wednesday of the month. Representatives from the following PWE branches will be invited: Wastewater Operations, Business Services, and Materials Management. The following Contractor staff shall participate in each meeting: Project Manager and Operations Supervisor. Bi-Monthly Progress meeting agenda will include: work status, invoicing, contract non-compliance issues, and BMP status.

**12.0 CITY STAFF**

12.1 General

12.1.1 The contract shall be executed by the City's Wastewater Operations Branch (WWO).

12.1.2 The City's Senior Contract Compliance Staff include: WWOs Senior Assistant Director (SAD), Public Utilities Division Business Services Branch's Senior Contract Administrator, representatives from the Public Works & Engineering Department's Materials Management Branch, and representatives from the City's Legal Department.

12.1.3 This contract will be managed by a WWO-appointed a Contracting Officer Representative (COR), a Contract Technical Representative (CTR), and a User Department Representative (UDR).

12.1.4 The City's WWO SAD, COR, CTR, and UDR will be introduced at the Contract Kickoff meeting. The SAD will issue a letter formally identifying the COR, CTR, and UDR, and may change the COR, CTR, and UDR using a similar letter.

12.2 Contracting Officer Representative

12.2.1 The City's COR is generally responsible for the following:

- 12.2.1.1 Start and request termination of the contract.
- 12.2.1.2 Approve invoice payment.
- 12.2.1.3 Provides guidance to the contract CTR.
- 12.2.1.4 Recommends a CTR and UDR.

12.3 Contract Technical Representative

12.3.1 The City's CTR is generally responsible for the following:

- 12.3.1.1 Verification of services provided.
- 12.3.1.2 Maintenance of record of available funds.
- 12.3.1.3 Compliance with the terms of the contract.
- 12.3.1.4 Review of contract at time of renewal.
- 12.3.1.5 Act as contact person for day-to-day contract administration.
- 12.3.1.6 Identifying City staff, such as Plant Operators, to perform tasks under the Contract.

12.4 User Department Representative

12.4.1 The City's UDR is generally responsible for the following:

- 12.4.1.1 Administering the day-to-day activities of the contract.
- 12.4.1.2 Maintaining a record of and ensuring availability of contract funds.
- 12.4.1.3 Ensuring warranty requirements of the contract are protected and adhered to by the Contractor.
- 12.4.1.4 Contract review at time of renewal.
- 12.4.1.5 Compliance with the contract terms.
- 12.1.1.6 Act as contact person for day-to-day contract administration.

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12.5 Wastewater Treatment Plant Operators

12.5.1 The City's Wastewater Treatment Plant Operators are generally responsible for the following:

12.5.1.1 Identifying plant operations needs to the City's CTR and UDR on a daily and weekly basis.

12.5.1.2 Filling the provided transport containers and contacting the Contractor's dispatch to schedule container transport and further handling.

12.5.1.3 Helping execute load manifests and load check lists upon transport container loading and transmitting these documents to the Road Tractor Drivers.

12.5.2 With the exception of communications between the Road Tractor Drivers and Plant Operators during scheduling and manifesting of each load, the Contractor's employees shall not independently communicate with the City plant operators without the City's CTR and/or UDR present. Such communications shall not modify contract requirements in any way.

**13.0 SAFETY AND SECURITY**

13.1 Personal Protective Equipment – as determined by the Contractor's Safety Coordinator (Reference Section 3.4.1.4); however, at minimum all Contractor employees shall wear Level D protection when at City wastewater collection and treatment facilities.

13.2 The City will perform security clearance checks for each contract employee. Each contract employee shall submit the following information: driver's license, social security number, and City form.

13.3 At no time shall the Contractor's FMCSAs Behavior Analysis and Safety Improvement Categories (BASICs) exceed the following intervention thresholds for each safety event grouping based upon On-Road Performance/Roadside Inspection and/or Investigation Results: Unsafe Driving: 65%; Fatigued Driving (Hours of Service): 65%; Driver Fitness: 80%; Controlled Substance and Alcohol: >Investigation%; Vehicle Maintenance: 80%; Cargo Related: 80%; and Crash Indicator: 65%.

13.4 The Contractor shall have no FMCSA serious violations cited for any 12 month period.

13.5 The Contractor shall have no TCEQ fines for any 12 month period.

**14.0 ADDITIONS & DELETIONS:**

14.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**15.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

15.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

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**16.0 INTERLOCAL AGREEMENT:**

16.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity. The Contractor shall ensure that no contract with another governing entity under this section or similar terms impairs the Contractor's ability to perform services under this Contract.

**17.0 WARRANTY OF SERVICES:**

18.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

18.1.1 "Correction" as used in this clause, means the elimination of a defect.

18.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

18.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

**19.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities :**

19.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

THE STATE OF TEXAS

BID # \_\_\_\_\_

COUNTY OF HARRIS     

ORDINANCE # \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**I. PARTIES**

**1.0    ADDRESS:**

THIS AGREEMENT FOR WASTEWATER OPERATIONS BRANCH RESIDUAL TRANSPORTATION SERVICE CONTRACT ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

City Purchasing Agent for Director(s)  
of Public Works and Engineering Department(s)  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Parties agree as follows:

**2.0    TABLE OF CONTENTS:**

2.1    This Agreement consists of the following sections:

# GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

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- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

**3.0 PARTS INCORPORATED:**

3.1 The above described sections and exhibits are incorporated into this Agreement.

**4.0 CONTROLLING PARTS:**

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

**5.0 DEFINITIONS:**

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

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**6.0 SIGNATURES:**

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation): \_\_\_\_\_

WITNESS (if not a corporation):

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Federal Tax ID Number: \_\_\_\_\_

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Purchasing Agent

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:  
\_\_\_\_\_

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

# GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

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## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B" & "BB."

### 2.0 INDEMNITY AND RELEASE:

#### 2.1 RELEASE

CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### 2.2 INDEMNIFICATION:

CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.2.1 CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$2,000,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

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**2.3 ENVIRONMENTAL INDEMNIFICATION:**

WITH NO INTENT TO LIMIT THE CONTRACTOR'S INDEMNIFICATION TO THE CITY SET FORTH IN ELSEWHERE IN THIS AGREEMENT, THE CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO:

- 2.3.1 ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO THE CONTRACTOR'S , ITS EMPLOYEES', OR AGENTS' (COLLECTIVELY "THE CONTRACTOR") USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON ANY CITY PLANT, AT ANY DESTINATION IN A ROUTE PLAN, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;
- 2.3.2. ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF ANY CITY PLANT, AT ANY DESTINATION IN A ROUTE PLAN, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT BY THE CONTRACTOR;
- 2.3.3 THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS OR OTHER REGULATED MATERIAL BY THE CONTRACTOR ANY CITY PLANT, AT ANY DESTINATION IN A ROUTE PLAN, ANY OTHER AREAS IMPACTED BY THIS AGREEMENT THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;
- 2.3.4 ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS OR OTHER MATERIALS USED BY THE CONTRACTOR; OR
- 2.3.5 ANY VIOLATION BY THE CONTRACTOR OF ANY ENVIRONMENTAL LAWS.

THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING BEFORE THE CONTRACTOR BEGAN PROVIDING SERVICES UNDER THIS CONTRACT.

**2.4 INDEMNIFICATION BY SUBCONTRACTORS:**

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

**3.0 INDEMNIFICATION PROCEDURES:**

- 3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
  - 3.1.1 a description of the indemnification event in reasonable detail,

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- 3.1.2 the basis on which indemnification may be due, and
- 3.1.3 the anticipated amount of the indemnified loss.
- 3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 3.3 Defense of Claims
  - 3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
  - 3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**4.0 INSURANCE:**

- 4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:
  - 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
  - 4.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
  - 4.1.3 Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence  
Must include MCS 90 endorsement  
Defense costs are excluded from the face amount of the policy.

# GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT

## SOLICITATION NO.: S46-L24777

Aggregate Limits are per 12-month policy period unless otherwise indicated.

- 4.1.4 Employer's Liability
  - Bodily injury by accident \$100,000 (each accident)
  - Bodily injury by disease \$100,000 (policy limit)
  - Bodily injury by disease \$100,000 (each employee)
  
- 4.1.5 Contractors Environmental Impairment Liability/Errors & Omissions
  - \$1,000,000 per occurrence or claim; \$3,000,000 aggregate
  - Must include Transportation Pollution Liability full-coverage endorsement
  - Coverage may be combined with Commercial General Liability policy
  
- 4.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
  - 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
  - 4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

## **5.0 WARRANTIES:**

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
  
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
  - 5.2.1 that all items are free of defects in title, material, and workmanship,
  - 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
  - 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
  - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**6.0 LICENSES AND PERMITS:**

6.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

**7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

**8.0 MWBE COMPLIANCE:**

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 12% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to mediation to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

**9.0 DRUG ABUSE DETECTION AND DETERRENCE:**

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

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- 9.4 Contractor also shall file updated designations of safety impact positions with the CCOdT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**10.0 ENVIRONMENTAL LAWS:**

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Residuals or Hazardous Materials on, under, in, above, to, or from the site(s) or at any destination except in strict compliance with this Contract and the Environmental Laws. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property or at any destination in violation of the Environmental Laws.
- 10.3 Within 10 days of receipt of receiving an invoice, official demand, or order provided by the City, the Contractor shall reimburse the City for any fines, penalties, or judgment that may be related to the Contractor's performance under this Contract and levied against the City by the Environmental Protection Agency, Texas Commission on Environmental Quality, or any other governmental entity with authority to compel the City to comply with the Environmental Laws.

**11.0 CONTRACTOR'S PERFORMANCE:**

- 11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

**12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

- 12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit

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disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

**13.0 CONTRACTOR PAY OR PLAY PROGRAM:**

13.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Exhibit "I".

13.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

**III. DUTIES OF CITY**

**1.0 PAYMENT TERMS:**

1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

**2.0 TAXES:**

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**3.0 METHOD OF PAYMENT:**

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

**4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:**

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**5.0 LIMIT OF APPROPRIATION:**

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- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$\_\_\_\_\_ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**6.0 CHANGES:**

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

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[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
  - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
  - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

**IV. TERM AND TERMINATION**

**1.0 CONTRACT TERM:**

- 1.1 This Agreement is effective on the Countersignature Date and expires five (5) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

**2.0 NOTICE TO PROCEED:**

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

**4.0 TIME EXTENSIONS:**

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- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

**5.0 TERMINATION FOR CONVENIENCE BY THE CITY:**

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

**6.0 TERMINATION FOR CAUSE BY CITY:**

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
- 6.1.2 Contractor becomes insolvent;
- 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;  
or
- 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

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6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

**7.0 TERMINATION FOR CAUSE BY CONTRACTOR:**

7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

**8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:**

8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

**V. MISCELLANEOUS**

**1.0 INDEPENDENT CONTRACTOR:**

1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

**2.0 FORCE MAJEURE:**

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

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2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

**3.0 SEVERABILITY:**

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**4.0 ENTIRE AGREEMENT:**

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

**5.0 WRITTEN AMENDMENT:**

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**6.0 APPLICABLE LAWS:**

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

**7.0 NOTICES:**

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**8.0 NON-WAIVER:**

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

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8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**9.0 INSPECTIONS AND AUDITS:**

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**10.0 ENFORCEMENT:**

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**11.0 AMBIGUITIES:**

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**12.0 SURVIVAL:**

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**13.0 PARTIES IN INTEREST:**

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**14.0 SUCCESSORS AND ASSIGNS:**

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:**

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the

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assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

- 15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

**16.0 REMEDIES CUMULATIVE:**

- 16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**17.0 CONTRACTOR DEBT:**

- 17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

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**EXHIBIT "A"**  
**DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department designated by the Director who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Destination" means any point to which the Contractor transports materials under this Contract.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Residuals" means biosolids and other municipal waste remaining after treatment at one of the City's wastewater treatment plants and requiring disposal in accordance with 40 C.F.R. Part 503.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "B"**  
**SCOPE OF WORK**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "C"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "D"**  
**MWBE REQUIREMENTS**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "F"**  
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**IN PERFORMANCE OF A CITY CONTRACT**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "G"**  
**DRUG POLICY COMPLIANCE DECLARATION**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "H"**  
**FEES AND COSTS**

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S46-L24777**

**EXHIBIT "I"**  
**PAY OR PLAY PROGRAM**

(Will Be Inserted In Original Contract)

# **RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT**

## **SOLICITATION NO.: S46-L24777**

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

### **1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:**

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

### **2.0 FINANCIAL STATEMENTS:**

- 2.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

### **3.0 SITE INSPECTION:**

- 3.1 The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

### **4.0 QUALITY AND WORKMANSHIP:**

- 4.1 The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

### **5.0 MWBE GOOD FAITH EFFORTS**

- 5.1 The bidder must submit the forms attached as Exhibit II, Attachments "A" and "B", and demonstrate Good Faith Efforts in accordance with Chapter 15 of the City of Houston Code of Ordinances and the City's Good Faith Efforts Policy. The City's Good Faith Efforts policy for bidders is available online on the City's website or upon request to the Office of Business Opportunity. The Office of Business Opportunity's Director, or the person she delegates, shall be the sole judge whether the bidder has made Good Faith Efforts.

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**EVALUATION AND SELECTION PROCESS**  
**SOLICITATION NO.: S46-L24777**

**1.0 EVALUATION SUMMARY:**

1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

**2.0 SELECTION PROCESS:**

2.1 The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Cost	50%
2.1.2	Regional Fleet	10%
2.1.3	FMCSA Basic Safety Event Rating	10%
2.1.4	Implementation Plan	20%
2.1.5	Previous Customers' Evaluations	10%

\* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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**EXHIBIT I – CONTRACTOR’S QUESTIONNAIRE**  
**SOLICITATION NO.: S46-L24777**

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this BVB requirements. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder’s capability and experience shall be evaluated and a factor in determining the Contractor’s responsibility.**

**LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES  
CONTRACT REQUIREMENTS  
SOLICITATION NO.: S46-L24777**

**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION  
SOLICITATION NO.: S46-L24777**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION  
SOLICITATION NO.: S46-L24777**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).


THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.  
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
**BIDDER COMPANY NAME**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER**

\_\_\_\_\_  
**NAME (TYPE OR PRINT)**

\_\_\_\_\_  
**TITLE**

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT  
SOLICITATION NO.: S46-L24777**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**  
**City Purchasing Agent**

**MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER**

**LETTER OF INTENT**

Contract Bid Number: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Amount: \_\_\_\_\_

M/WBE Participation Amount: \$ \_\_\_\_\_ **M/WBE GOAL** \_\_\_\_\_%

1. \_\_\_\_\_ agrees to perform work/supply goods and/or  
**(Name of Minority/Women Business Enterprise)**  
Services in connection with the above-named contract and \_\_\_\_\_ as:  
**Name of Prime Contractor**

- (a) \_\_\_\_\_ An Individual
- (b) \_\_\_\_\_ A Partnership
- (c) \_\_\_\_\_ A Corporation
- (d) \_\_\_\_\_ A Joint Venture

2. \_\_\_\_\_ status is confirmed by M/WBE Directory made  
**(Name of Minority/Women Business Enterprise)**  
available through the City of Houston Office of Business Opportunity. Certificate No.: \_\_\_\_\_.

3. \_\_\_\_\_ and \_\_\_\_\_  
**(Name of Prime Contractor)** **(Minority/Women Business Enterprise)**  
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the  
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

\_\_\_\_\_  
(Signed -- Prime Contractor)

\_\_\_\_\_  
(Signed -- Minority/Women Business Enterprise)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

