

CITY OF HOUSTON
SCOPE OF WORK
FOR
BILLBOARD SIGNS REMOVAL SERVICES
FOR THE
LEGAL DEPARTMENT

It is the intent of the City of Houston to solicit the lowest and best responsible bid or price under competitive conditions.

Hire Houston First

Designation as a City Business or Local Business

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.

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

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE"):

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

The following are the minimum acceptable specifications:

1.0 SCOPE OF WORK:

Work under this contract shall include the furnishing of all labor, tools, supplies, materials, transportation, supervision, and necessary insurance for "Billboard Signage Removal Services" at various locations for the Legal Department.

Billboard Removal Services involves the following:

- 1.1 Contractor to remove billboard signs, including all electrical (if electrical is running to the structure, electrical would be disconnected and removed), poles and supporting structures in accordance with the Cities Sign Code.
- 1.2 Poles to be cut down to grade for life safety and holes will need to be filled with cement or dirt.
- 1.3 Contractor shall also furnish proof of removal of the billboard signs, poles and supporting structures in the form of photographs showing the sign location before and after the structures are removed.
- 1.4 Upon removal of the billboard signs, electrical, poles and support structures, contractor shall own the signs upon removing them from the property and may sell or dispose of them at its sole discretion.
- 1.5 The City's relocation contract with the sign owners and landowners includes a provision which grants its agents, employees and contractors the right of entry without notice upon the tract of land described in the contract for the purpose of removing the sign if the sign has not been removed by its contractual date or expiration. The provision allows the City's agents, employees or contractors to use "such force as may be reasonably necessary to remove the sign without liability for any damages reasonably and consequently resulting therefrom to the property".
- 1.6 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work during the term of this contract. The quantities may vary depending upon the actual needs of the user 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 requiring all the quantities specified herein. THE CITY DOES NOT

REPRESENT OR WARRANT THAT ALL SIGNS SET OUT IN THE ATTACHED LOCATION LIST WILL BE AVAILABLE FOR REMOVAL. Billboard signs, electrical, poles and supporting structures will only be required to be removed if landowner does not comply with the Cities legal notices.

- 1.7 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.
- 1.8 Contractor to remove all debris from jobsite.

Person of Contact for Questions/Concerns: Jeremy Mehon/832-394-8904 or
Jeremy.Mahon@houstontx.gov

2.0 MATERIALS:

- 2.1 Materials meets or exceeds the standard in the industry for improvement of the Services to be performed and conforms with respects to the specifications.

3.0 QUALITY ASSURANCE:

- 3.1 Should any material be found defective, not meeting specifications, or that which has not been approved in writing by the owner shall, upon discovery (including any time within the period of the guarantee), be replaced with the specified equipment or material at no additional cost to the City.

4.0 WARRANTY:

- 4.1 The Contractor shall guarantee all of the work that is performed under this contract, including all materials, workmanship, for a minimum of one (1) year from the date of full acceptance of the work.

5.0 DISCREPANCIES:

- 5.1 If there are discrepancies in the specifications, the Contractor shall ask for a clarification from the City prior to bid opening.
- 5.2 If no clarification is requested, the City's judgement shall rule.

6.0 INSURANCE:

- 6.1 Contractor must comply with the City of Houston insurance requirements, provide insurance certificate, insurance endorsements, and drug policy forms within three (3) days of request.

7.0 WORKMANSHIP:

- 7.1 All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen.

8.0 PERMITS:

- 8.1 Unless specifications state otherwise successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits

shall be the responsibility of the Contractor and not the City of Houston.

9.0 SITE VISIT:

- 9.1 All prospective bidders are encouraged to arrange and attend a site visit to clarify the actual scope of work to be done. Failure of a bidder to arrange and attend a site visit shall not constitute grounds for later claim against the City.
- 9.2 The successful bidder's product shall be supported by an authorized service facility for securing replacement material without undue delay.
- 9.3 Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the site visit conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

10.0 TERMINATION OF AGREEMENT:

- 10.1 This Contract may be terminated by the City Purchasing Agent upon thirty (30) days notice in writing, if the materials and/or services furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

11.0 CONTRACT COMPLETION:

- 11.1 The Contractor shall complete this contract within thirty (30) calendar days from date given notice to proceed. All work is to be performed during normal business hours.

12.0 CLEAN-UP:

- 12.1 Unless specifications state otherwise at the completion of all work, Contractor shall remove from the area all trash, rubbish, and debris caused by its operations, leaving the job site clean.

13.0 PRODUCT LITERATURE/SPECIFICATION SHEETS:

- 13.1 To evaluate bids, the user department and the City purchasing staff may require product literature/specification sheets. When required, the bidders(s) should submit the requested product literature/specification sheets within five (5) calendar days from date of request. **FAILURE ON BIDDER'S PART TO FURNISH THE REQUESTED TECHNICAL DATA IN THE TIME LIMIT GIVEN ABOVE MAY BE CAUSE FOR REJECTION OF THE BID.**

14.0 NO CONTACT PERIOD:

- 14.1 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 of 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 date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, 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, or to a City Council committee convened to discuss a recommendation regarding the solicitation.