

<p align="center"><b>STRATEGIC PURCHASING DIVISION</b></p>	<p align="center"><b>CITY OF HOUSTON, TEXAS</b>  <b>NOTICE OF BEST VALUE BID (BVB)</b>  <b>SOLICITATION NO.: S30-L24629</b></p>	<p align="center"><i>“PARTNERING TO BETTER SERVE HOUSTON”</i></p>
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**NIGP CODE:** 941-91

**SOLICITATION DUE DATE/TIME:** June 20, 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:** **Assessment and Testing On-Call Program and Services for Public Works and Engineering Department**

<b>PRE-BID CONFERENCE:</b>	<table border="0"> <tr> <td align="center"><i>Date</i></td> <td align="center"><i>Time</i></td> </tr> <tr> <td align="center">06-04-2013</td> <td align="center">10:00 AM</td> </tr> </table>	<i>Date</i>	<i>Time</i>	06-04-2013	10:00 AM	<table border="0"> <tr> <td align="center"><i>Location</i></td> </tr> <tr> <td>SPD, 901 Bagby, Conference Rm. 2 (Lower Level), Houston, TX 77002</td> </tr> </table>	<i>Location</i>	SPD, 901 Bagby, Conference Rm. 2 (Lower Level), Houston, TX 77002
<i>Date</i>	<i>Time</i>							
06-04-2013	10:00 AM							
<i>Location</i>								
SPD, 901 Bagby, Conference Rm. 2 (Lower Level), 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:**  
Richard Morris

\_\_\_\_\_  
Name  
richard.morris@houstontx.gov  
\_\_\_\_\_  
E-Mail Address

  
\_\_\_\_\_  
City Purchasing Agent  
5-24-13  
\_\_\_\_\_  
Date

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
**SOLICITATION NO. S30-L24629**

**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 CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a 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
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
Financial Statements
Five (5) Electronic CD Copies

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\* Documents/forms can be downloaded from the City's Website: <http://purchasing.houstontx.gov/forms.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
Payment Bond
Performance Bond

**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, Richard Morris, telephone: (832) 393-8736, fax: (832) 393-8759, or e-mail (preferred method to): **richard.morris@houstontx.gov** no later than **Friday, June 7, 2013 at 5:00 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).

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
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**6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

- 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: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952.

**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

1. **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

**SPECIAL INSTRUCTIONS TO OFFEROR(S)**  
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2. **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
3. 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 [://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.
  - a. A protest shall include the following:
    - b. The name, address, e-mail, and telephone number of the protester;
    - c. The signature of the protester or its representative who has the delegated authority to legally bind its company;
    - d. Identification of the BVB description and the BVB or Contract number;
    - e. A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
    - f. 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.

**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 August 1, 2013 for a term of one (1) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 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.

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- 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.
- 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**  
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**1.0 General Information**

- 1.1 The Utility Maintenance Branch (UMB) requires the Contractor to develop, plan and execute a valve assessment, improvement, and information management program. The valve diameters shall range from 8 inches to 60 inches. This program shall include the following activities: locate, identify, access, clean out, inspect, exercise, perform minor repairs including replacing bad operating nuts of a valve without excavation, record mapping grade Global Positioning System (GPS) data, document, create a deliverable database, create work orders and analyze the results of the valves identified in the City of Houston (City) water distribution system. In addition, this program includes setting up proper traffic control, cleaning out valve box or vault, identifying incorrectly closed valves, restoring the area, marking the valve covers, and processing work orders for Cannot Locate Valves (CNL).
- 1.2 This is a work order based contract with activity assigned on an as-need basis.
- 1.3 In consideration of the payment specified in this Agreement and in each "work order", the Contractor shall furnish all labor, materials, tools, supplies, equipment, transportation, insurance, bonds, subcontracts, supervision, management, reports, incidentals, and quality control, and shall perform all operations necessary and required for the accomplishments of a valve assessment, improvement and information management program. Minor restoration of surface disturbed during locating valve shall be included without a cost to the City.

**2.0 Scope of Services**

- 2.1 **The project engineer, or designee, of the UMB shall issue "work orders" on an as-needed basis as may be required.** The specific work requirements shall be identified in the "work orders." The Contractor shall perform the work in accordance with the requirements set forth in this Agreement. Whenever applicable, the City of Houston Standard Specifications and Standard Details shall be used in the execution of work under the contract and are incorporated by reference and made a part of this contract, unless specified by the project engineer of the UMB. Each "work order" shall state the applicability of those specifications and standards. Work shall be done in a wide variety of trades and shall include, but not limited to, the following activities:
- 2.2 Locate the Valve
- 2.2.1 The City shall provide the Contractor with a minimum of two copies of the City's most current water distribution maps for the project area. The Contractor shall locate water distribution valves using the following guidelines:
- 2.2.1.1 The Contractor shall search for all valves visually using the City's water maps.
- 2.2.1.2 The Contractor shall search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- 2.2.1.3 If the valve cannot be located after searching for fifteen minutes, the valve shall be labeled "cannot locate" (CNL) and documented as a "work order" and treated as a standard valve assessment.
- 2.2.1.4 The Contractor shall provide all required materials to complete this work.

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2.3 Identify the Valve

2.3.1 Each valve shall be given a unique identifier by the Contractor. This unique identifier shall not replace the City's existing global identifier (if exists). It shall serve as an independent identifier for a specific asset which can be used to link to additional internal systems and processes. The Contractor shall provide all required materials to complete this work.

2.4 Access the Valve

2.4.1 The valve cover shall be removed by the contractor in order to access the valve. If, after attempting to remove the valve cover it is clear that the cover is "stuck" the cover will be broken, the valve accessed and the cover replaced.

2.5 Clean Out Valve Box/Vault

2.5.1 The Contractor shall vacuum out debris or pump out water from the box/vault in order to allow access to the valve operating nut. In every case the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service the Contractor must provide a vacuum and water pump with every work crew. This work is covered by valve assessment pay item, which is included in the price table. The Contractor shall provide all required materials to complete this work.

2.6 Inspection

2.6.1 The Contractor shall execute a visual inspection of the structure and any valves in vaults. This inspection shall be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The result of the inspection shall be documented in the valve database. The Contractor shall provide all required materials to complete this work.

2.7 Valve Exercising

2.7.1 The Contractor shall exercise each valve based on a plan to be submitted for each valve size and type encountered in this program. All valves shall be exercised with the minimum torque required to minimize the possibility of damaging the valve. Specific valve exercising guidelines are to be provided by the Contractor-making note of different sizes, manufacturer, and types. At a minimum, the Contractor should include:

2.7.1.1 Specific operating procedures and torque limits for all butterfly valves.

2.7.1.2 Specific operating procedures and torque limits for all cone valves.

2.7.1.3 Specific valve exercising equipment by type and manufacturer to be used on each size and type of valve.

2.7.1.4 The Contractor shall provide detailed, written valve exercising processes that shall be used by its operating crews that shall include torque limits for every valve type and size anticipated in the scope of this program.

2.7.1.5 The Contractor shall immediately notify the City of any valves found closed, or if any unsafe conditions are observed.

2.7.1.6 If the valve fails to cycle at the torque limit, the exercise process shall stop immediately. Additional torque may be applied to the valve, as directed by the City (with input from the contractor) until the valve turns, or the operation is suspended again, if the valve fails to cycle, at a higher torque.

2.7.1.7 Specific procedures if a bypass valve is in place.

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2.7.1.8 The Contractor shall provide all required materials to complete this work.

2.8 Valve Marking

2.8.1 Valve lid covers shall be marked, as the inspection and exercising process is completed, with blue marking paint. The mark is intended to provide field evidence of work completed at an individual valve and shall assist any future crews in locating the valve in a timely manner. The Contractor shall provide all required materials to complete this work.

2.9 Minor Valve Repairs

2.9.1 The Contractor shall complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs, which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor is to only complete the minor repairs noted below: The Contractor shall provide all required materials to complete this work.

2.9.1.1 Raising valves in asphalt/concrete

2.9.1.1.1 Locate the paved over valve, cut asphalt/concrete (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material. The Contractor must tag such repairs and notify the User Department Representative (UDR) immediately.

2.9.1.2. Raising valves in dirt

2.9.1.2.1 Locate the buried valve, dig down to the cover, and apply risers to rise to existing ground level, backfill with compacted soil. **The Contractor will provide all required materials to complete this work.**

2.9.1.3. The Contractor shall repair valve's operating nut without shutting down water system and perform other repairs as jointly agreed with the City.

2.10 Equipment

2.10.1 The Contractor agrees to furnish to the City all necessary materials, equipment, labor (unless otherwise noted in the agreement to complete the valve assessment, improvement and information program in accordance with the provisions, instructions and specifications for the City. The Contractor must use a microprocessor controlled valve turner with a torque limit of 2,500 ft-lb capability to assure that all large valves over 16" can be safely operated. Upon requests, the Contractor shall, at a minimum, submit a list of equipment and include type of equipment, manufacturer, model, year and any other pertinent information for all equipment to be used during the large valve program.

2.11 GPS Data

2.11.1 All the valves encountered in this program are to be GPS mapped within sub-meter accuracy and the attribute data shall be delivered in a database compatible with the City's existing data schema. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The Contractor shall propose GPS settings and device settings to achieve the stated requirement of sub-meter horizontal accuracy. At a minimum, and in addition to database attribute requirements, the following data shall be generated as a result of this process:

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2.11.1.1 PDOP (Position Dilution of Precision) Value

2.11.1.2 HDOP (Horizontal Dilution of Precision) Value

2.11.1.3 correction status,

2.11.1.4 date recorded,

2.11.1.5 time recorded,

2.11.1.6 total positions,

2.11.1.7 filtered positions

2.11.1.8 unfiltered positions

2.11.1.9 horizontal precision

2.11.1.10 vertical precision

2.11.1.11 standard deviation

2.11.1.12 location coordinates.

2.12 Documentation

2.12.1 Data shall be documented on each valve and shall be agreed upon in advance of work startup with the City. The contractor will submit a list of data attributes to be documented based on the Contractor's experience on similar projects. At a minimum, the contractor will document:

2.12.1.1 physical data,

2.12.1.2 location data,

2.12.1.3 operational data, and

2.12.1.4 discrepancies.

2.13.1 Deliverable Database

2.13.2 The Contractor shall provide applicable valve data in an accurate format compliant with the City's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The Contractor shall submit a list of feature attributes to be collected to accomplish the objectives of this program. All attributes to be collected shall be agreed with by Project Engineer and/or designee and at a minimum will include the following attribute data:

2.13.2.1 valve size,

2.13.2.2 valve type,

2.13.2.3 use of valve,

2.13.2.4 Boolean indicting whether vacuumed/pumped,

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- 2.13.2.5 number of turns,
- 2.13.2.6 final torque,
- 2.13.2.7 torque chart,
- 2.13.2.8 other added attribute items as agreed.
- 2.13.2.9 other valve related attributes.

**2.14 Evaluation Report**

2.14.1 The Contractor shall evaluate and analyze the results of the program and develop an evaluation report for the City. This evaluation report will include an analysis of the results of the program, findings, learning's, suggestions, and recommendations for the City. At a minimum, the following deliverable reports will be presented to the Project Engineer and/or designee:

- 2.14.1.1 validated compliant database,
- 2.14.1.2 annotated maps which depict the program area,
- 2.14.1.3 a list of recommended valve repairs not included in this scope,
- 2.14.1.4 work orders for these repairs,
- 2.14.1.5 a list of recommended valve replacements, and
- 2.14.1.6 evaluation report.

2.14.2 Before field operations commence, the Project Engineer and/or designee shall meet to agree on specific data schemes to be employed, on which specific features shall be collected, the format this feature data shall conform to, and the final resting place for all collected and calculated information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City's staff.

**3.0 Pricing**

3.1 Upon approval by the Director and/or designee, the Contractor shall be reimbursed for the fees, without markup, of all permits as necessary for proper execution and completion of the work. A receipt is required for all reimbursements.

**4.0 Work Orders**

4.1 The Contractor shall perform the work under this Agreement only upon the issuance of a written "work order" signed by the Project Engineer and/or designee of the UMB. "Work Orders" shall be issued in accordance with the requirements specified in this Agreement.

4.2 "Work Orders" issued prior to and in effect at the time of the expiration of this Agreement shall continue to be in effect and performed by the Contractor until such time as all requirements have been met, and a written acceptance of the work performed has been made by the Project Engineer and/or designee.

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- 4.3 "work orders" must set forth the following:
  - 4.3.1 Contract Number and the Contractor's name, address, and telephone number;
  - 4.3.2 "work order" number and the date of issuance;
  - 4.3.3 The period of performance and schedule of work requirements;
  - 4.3.4 The place of performance, as applicable to each Work Order;
  - 4.3.5 The Work to be performed, total amount stated, including pricing data;
  - 4.3.6 Funding code(s) applicable to each Work Order;
  - 4.3.7 Balance of funds remaining on the Agreement;
  - 4.3.8 Such other information as directed by the Project Engineer and/or designee.
- 4.4 "Work Orders" may be amended by the Project Engineer of the UMB or its designee in the same manner as they are issued.
- 4.5 For any work required under this Agreement, the Project Engineer and/or designee of the UMB shall issue a written "work order" as follows:
  - 4.5.1 As the need exists for performance under the terms of this Agreement, the project engineer shall notify the Contractor of an existing requirement. On receiving the notification, the Contractor shall respond within two (2) working days, or as otherwise instructed by the project engineer:
  - 4.5.2. visiting the proposed site with the Project Engineer; or
  - 4.5.3. establishing contact with the Project Engineer to further define the scope of the requirement.
- 4.6 After joint definition of the scope of the individual requirement, the Contractor shall prepare a proposal, for accomplishment of the task. The Contractor shall submit its proposal within four (4) working days after joint definition of the scope of requirement, or as mutually agreed with by the Project Engineer.
- 4.7 After receiving the Contractor's proposal, the Project Engineer shall compare the proposal with its estimate, and will reach Agreement with the Contractor on pricing, schedule, and all other terms, before issuance of a Work Order.
- 4.8 The Project Engineer shall review the proposal for completeness and, if it is approved by the Director and/or designee the Project Engineer or designee will issue a "work order".
- 4.9 If the Project Engineer and/or designee of the UMB does not issue a "work order" after receipt of the Contractor's proposal, the City is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.
- 5.0 Scheduling and Completion of Work**
- 5.1 Each executed "work order" constitutes a Notice to Proceed (NTP), which specifies when work is to begin.

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Any preliminary work started or materials ordered or purchased before receipt of the executed "work order" are at the risk and expense of the Contractor. The Contractor shall diligently perform the work to completion within the time set forth in the "work order". The period of performance includes allowance for mobilization, holidays, weekend days, inclement weather, and cleanup; therefore, claims for delay based on these elements are not allowed. The work order based NTP shall not be confused with the main NTP to commence work on the overall contract.

- 5.2 Once a "work order" is issued, the Contractor shall provide all materials, labor, tools, supplies, equipment, transportation, insurance, bonds, subcontracts, supervision, management, reports, incidentals, and quality control to successfully complete the work in the required time frame.
- 5.3 The Contractor shall deliver materials and equipment without interfering with the facility's operations and personnel.
- 5.4 The Contractor shall take all precautions to ensure that no damage to private or public property results from its operations. The Contractor must repair or replace items damaged by it at no cost to the City.
- 5.5 The Contractor shall enter and submit a schedule showing the actual progress every 30-calendar days, or as directed by the Project Engineer. If, in the opinion of the Project Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Project Engineer, without additional cost to the City. In this circumstance, the Project Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned, and to submit for approval any supplementary schedule or schedules in chart form as the Project Engineer deems necessary to demonstrate how the approved rate of progress shall be regained.
- 5.6 Failure of the Contractor to comply with the requirements of the Project Engineer shall be grounds for a determination by the Project Engineer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the "work order". Upon making this determination, the Project Engineer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this Agreement.
- 5.7 Final Completion and Payment
- 5.7.1 When the Contractor considers the work under a "work order" to be complete and ready for its intended use, the Contractor shall review the "work order" and inspect the work. Prior to Contractor notification to the Project Engineer that the work is complete and ready for final inspection, the Contractor shall submit an affidavit that the work has been inspected, and that the work is complete in accordance with requirements of this Agreement.
- 5.7.2 Prior to Project Engineer issuing a Certificate of Final Completion, the Contractor shall provide a Certificate of Occupancy for new construction or a Certificate of Compliance for remodeled work and compliance with Texas Accessibility Standards through State inspection of the work, if required.
- 5.7.3 Within seven (7) days after receipt of the Contractor's written notice that the work is ready for final inspection and acceptance under a "Work Order", the Project Engineer shall make such inspection. When the Project Engineer finds the work in accordance with this Agreement, the Project Engineer shall, within ten (10) days, issue or cause to be issued a Certificate of Final Completion stating that to the best of Project Engineer's knowledge, information, and belief, the work has been completed in

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accordance with terms and conditions of this Agreement and recommends acceptance of the work under the "work order". Upon acceptance, the Project Engineer will issue a Certificate for Payment.

5.7.4 Should Work be found not in compliance with requirements of this Agreement, the Project Engineer will notify the Contractor in writing of items of non-compliance. Upon correction of such non-complying items, the City shall issue a Certificate of Final Completion to Contractor as provided in Paragraph 5.7.2 above.

5.7.5 The Contractor shall submit the following items to the Project Engineer before it shall issue a Certificate of Final Completion:

5.7.5.1 affidavit that payrolls, invoices for materials and equipment and other indebtedness of Contractor connected with the work (less amounts withheld by the City) have been paid or otherwise satisfied; and, if required by the Project Engineer, submits further proof including waiver or release of lien or claims from laborers or suppliers of material or equipment;

#### 5.7.6 Partial Occupancy or Use

5.7.6.1 The City may occupy or use any completed portion of the Work at any stage, provided such occupancy or use is consented to by the Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.7.6.2 Immediately prior to such partial occupancy or use, the Project Engineer and Contractor shall jointly inspect the area to be occupied or the portion of the Work to be used in order to determine and record the condition of the work.

5.7.6.3 Partial occupancy or use of a portion or portions of the work shall not constitute acceptance of work not complying with requirements of the Agreement.

#### 6.0 Quality Assurance/Quality Control (QA/QC) Program

6.1 The Contractor shall submit to the Project Engineer, for approval, a Quality Assurance/Quality Control Plan (QA/QC) within 15 calendar days after the effective date of this Agreement. This plan should address all aspects of quality control including responsibility for monitoring work, documentation, corrective action, and interface with the City. In some cases, Contractor's quality control personnel shall be required to have professional or discipline-specific certifications.

6.2 Proposals shall include a detailed Geographic Information System (GIS) plan identifying quality checkpoints throughout the program lifecycle. At a minimum, proposals shall describe methods for developing mapping grade horizontal accuracy and accurate attribute data.

#### 7.0 Contractor Representative

7.1 At all times during performance and until the work is completed and accepted, the Contractor shall manage, supervise, and direct the work under this Agreement and have a designated experienced superintendent on the work site.

7.1.1 The Superintendent must be available at all times during the contract term.

7.1.2 The superintendent must have at least 3 years' experience of managing similar contracts.

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- 7.1.3 The superintendent shall have full authority to represent the Contractor in making decisions and in the execution of the services to be performed under this Agreement.
- 7.1.4 The Superintendent will have management responsibility for the total Agreement effort to receive and act on technical matters and resolve problems of a contractual nature.
- 7.2 Prior to the start of the Agreement performance, the Contractor shall advise the Director or its designee in writing of the Contractor's representative's contact phone numbers.
- 7.3 If a change in Contractor's representative occurred, the Contractor shall notify the Director or designee 15 days in advance and shall submit justification in sufficient detail to permit evaluation of the impact on the work. No such substitution shall be made by the Contractor without first securing the Director's or its designee written approval.

**8.0 City Furnished Utilities**

- 8.1 The City shall furnish water necessary for the performance of work under this Agreement to the Contractor from existing City facilities and without cost to the Contractor.
- 8.2 The City shall not furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. The Contractor shall determine the extent to which existing City water supply source is adequate for the needs of this Agreement.
- 8.3 The Contractor shall provide taps, connections, piping and conduit, and accessory equipment for connecting to the water supply and electrical power sources at the expense of Contractor.
- 8.4 All related work must be coordinated, scheduled, and performed as directed and approved by the Project Engineer or designee.
- 8.5 Taps, connections, and accessory equipment must be maintained by Contractor in a manner in compliance with all applicable rules and regulations.
- 8.6 Upon completion of the Agreement, the Contractor shall remove all taps, connections, and accessories at its own expense to return the facility in its original condition. Such removal is subject to the Project Engineer's approval.

**9.0 Work by the City**

- 9.1 The City reserves the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate the Agreement.
- 9.2 **The Contractor shall perform work in a manner, which minimizes disruption, and maintain continuous City's operation of distribution system.**

**10.0 Use of Low Sulfur Diesel Fuel**

The Contractor, subcontractors, and suppliers shall use Low Sulfur Diesel Fuel (500 ppm or the applicable standard set by State or Federal Law and/or rules and regulations of the Texas Commission on Environmental Quality, or the Environmental Protection Agency, whichever is less in sulfur content) in all diesel operating vehicles and motorized equipment utilized in performing the work. The Contractor, subcontractors, and suppliers shall not use a high sulfur type diesel fuel in

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diesel operating vehicles or motorized equipment used in performing the work. Off-road Low Sulfur Diesel Fuel may be used in lieu of the on-road Low Sulfur Diesel Fuel. Upon request by the Managing Engineer or Project Manager, Contractor shall provide proof that Contractor, subcontractors, and suppliers are using Low Sulfur Diesel Fuel.

**11.0 Safety**

11.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement and shall abide all rules, regulations, and programs with regard to safety. The Contractor shall submit a safety program to the Project Engineer prior to mobilization for the work, and shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for damage, which might result from failure or improper construction, maintenance, or operation performed by Contractor.

11.2 The Contractor and/or subcontractor(s) shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and subsequent amendments along with all applicable federal, state, and local laws, ordinances and regulations. The Contractor shall adhere to applicable OSHA Standards, Part 1926 – Safety and Health Regulations for Construction, Part 1910 - Occupational Safety and Health Standards, the Texas Hazard Communication Standard and the Texas Underground Facility Damage Prevention and Safety Act along with any other applicable standards and/or requirements. The Contractor shall apply and/or adopt Parts 1910 and 1926 along with applicable Subparts as the safety standards for the performance of this Agreement. THE CONTRACTOR SHALL INDEMNIFY THE CITY FOR FINES, PENALTIES, AND CORRECTIVE MEASURES THAT RESULT FROM THE ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR, ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND ASSIGNS FOR THEIR FAILURE TO COMPLY WITH SUCH SAFETY RULES AND REGULATIONS.

11.3 The Contractor shall obtain any required traffic control permits and provide traffic control equipment and personnel necessary to perform the work.

11.4 The Contractor shall solely be responsible for furnishing, erecting and maintaining suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen, and other traffic control devices as are or may be necessary to adequately protect the work and warn, advise and safeguard others over the entire length of the project, including, but not limited to, sections of the project which the Contractor closes to traffic. All barricades, signs and other types of devices necessary for traffic control and to protect the work shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices".

**12.0 Warranty of Services**

12.1 A minimum one (1) year warranty on both materials and workmanship shall be provided. The warranty period shall commence the date the City officially accepts the completed item(s).

12.2 When extended warranties are available as standard, they shall be included as a part of the work for the benefit of the City. All documents necessary to effect warranty shall be properly applied for and submitted by the Contractor.

12.3 With respect to any goods, materials, equipment, supplies and parts furnished by it, Contractor warrants:

12.3.1 That all items are new and free of defects in title, design, material, and workmanship.

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- 12.3.2 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 and conforms in all respects to the terms of the City Purchase Order and Specifications.
- 12.3.3 That each replacement item is new, in accordance with original equipment.
- 12.3.4 The manufacturer's specifications are of a quality of at least as good as the quality of the item that it replaces (when the replaced item was new).
- 12.3.5 That no item or its use infringes any patent, copyright, or proprietary right.
- 12.4 The Contractor's product shall be supported by an authorized service facility that can provide warranty repair, service and maintenance work within 24 hours from notification by the City.
- 12.5 Any warranty work shall be completed without cost to the City. The Contractor shall be responsible for all shipping and/or freight expense from the City's designated location to the Contractor's facility for all warranty repair and/or maintenance and return to the City's designated location.
- 12.6 *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.
- 12.7 "Correction" as used in this clause, means the elimination of a defect.
- 12.8 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.
- 12.9 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.
- 13.0 Duty to Inspect**
- 13.1 Upon issuance of a work order", the Contractor shall acknowledge that it has taken all steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work, its cost, or performance time, including but not limited to:
- 13.1.1 Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 13.1.2 The availability of labor, water, electric power, and roads;
- 13.1.3 Uncertainties of weather, river stages, tides, or similar physical conditions;

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- 13.1.4 The conformation and conditions of the ground;
- 13.1.5 The character of equipment and facilities needed preliminary to and during work performance;
- 13.1.6 The location and/or relocation of existing utility lines, poles, and meters including the necessity for timely coordination with all involved utility owners; and
- 13.1.7 The requirements for obtaining City, County, State, or Federal permits, and licenses necessitated by project right-of-way alignments and boundaries.
- 13.2 The Contractor also shall acknowledge that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the City, as well as from the drawings and specifications made a part of this Agreement.

**14.0 Environmental Laws**

- 14.1 The Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not be limited to:
  - 14.1.1 The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;
  - 14.1.2 The Safe Drinking Water Act, 44 U.S.C. Section 300(f) et seq.;
  - 14.1.3 The Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 et seq.;
  - 14.1.4 The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;
  - 14.1.5 The Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.;
  - 14.1.6 The Clean Air Act as amended, 42 U.S.C. 7401 et seq.;
  - 14.1.7 The Clean Water Act, 33 U.S.C., Section 1251, et seq.;
  - 14.1.8 The Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq.;
  - 14.1.9 The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.;
  - 14.1.10 In addition, those substances defined as hazardous waste or as hazardous substances under the laws "Environmental Laws"). In addition, Contractor shall comply with all safety precautions set forth in the Documents relating to Hazardous Substances and Safety of the Environment, Persons, and Property.
- 14.2 Within 10 days of receipt of an invoice, the Contractor shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other governmental agency for Contractor's (or its agents' and employees') failure to comply with the Environmental Laws

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- 14.3 The Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from City facilities, or any other areas or facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include:
- 14.3.1 All substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws,
- 14.3.2 Asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, Poly Chlorinated Biphenyl's (PCBs), radioactive materials or waste, or
- 14.3.3 Any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.
- 14.4 The Contractor shall not be held responsible for hazardous materials at City facilities existing prior to execution of the Agreement. Abatement of such hazardous materials will be handled by the City or its subcontractor. The Contractor shall notify the City if hazardous materials are suspected in existing systems with which it comes into contact. The Contractor shall be responsible for handling all hazardous materials that are part of the services provided for under this Agreement.
- 14.5 City Facilities are subject to the Texas Pollution Discharge Elimination System Program ("TPDES"), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at City Facilities. The Contractor shall be familiar with these TPDES stormwater regulations, and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. The Contractor understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- 14.6 Close cooperation is necessary to ensure compliance with any TPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. The Contractor shall implement "Best Management Practices" as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Contractor as defined in the federal stormwater regulations.
- 14.7 The City's "TPDES" stormwater discharge permit and any subsequent amendments, extensions, or renewals are incorporated into this Agreement. Contractor shall be bound by all applicable portions of the permit.
- 14.8 The Contractor shall implement the TPDES requirements as part of the Coefficient set out in Exhibit "B", unless otherwise agreed to in writing between the City and Contractor. The Contractor shall meet all deadlines that may be imposed or agreed to by the City and Contractor.
- 14.9 If either party requests, the other party shall provide any non-privileged information submitted to a government entity(ies) under applicable TPDES storm water regulations.
- 14.10 The Contractor shall appoint the City as its agent to negotiate with the appropriate governmental entity(ies) any modifications to the City's permit.
- 14.11 The Contractor shall participate in any City organized task force or other work group established to coordinate stormwater activities at City Facilities.

**SPECIFICATIONS / SCOPE OF WORK**  
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14.12 The City may enter upon Contractor's premises at any time for purposes of inspection to ensure that Contractor is complying with the provisions in this Agreement without committing a trespass.

14.13 The City's remedies with regard to Environmental Requirements are cumulative and survive termination of this Agreement.

**15.0 Safety and Security**

15.1 The Contractor shall be completely familiar with, and shall comply with all local, City, State and Federal OSHA regulations and requirements as applicable for all services performed.

15.2 The Contractor shall strictly abide by all security and safety regulations issued by the City. The City shall provide the Contractor copies of all updates or changes to the City's security and safety regulations. The Contractor shall implement these updates or changes upon notification.

15.3 The Contractor's employees and/or subcontractor(s) shall wear photo identification badges and possess a valid State identification card when entering the plant. The Contractor must control the distribution of their company photo identification badges so only current active employees have an issued badge.

15.4 The Contractor shall conduct background security checks, including criminal records and driving records, on all employees and subcontractor's employees at time of hiring and provide copies to Public Utilities Division (PUD) Security prior to first scheduled day of work for each employee. The Contractor shall also periodically conduct background checks thereafter and provide copies to PUD Security within 15 days following the receipt of such records and/or upon request by the Director or its designee.

15.5 Company-owned and/or leased vehicles entering City facilities must have company's logo displayed on both sides of the vehicle. The logo must not be smaller than 5" x 8" in size and must be easily read from a distance of not less than 100 feet.

15.6 The Contractor shall solely be responsible for furnishing, erecting and maintaining suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen, and other traffic control devices as are or may be necessary to adequately protect the work and warn, advise and safeguard others over the entire length of the project, including, but not limited to, sections of the project which the Contractor closes to traffic. All barricades, signs and other types of devices necessary for traffic control and to protect the work shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices".

**16.0 Bonds**

16.1 Each year during the term of this Agreement, Contractor shall furnish a Performance Bond and Payment Bond for \$500,000 conditioned on Contractor's full and timely performance of the

Agreement and payment of subcontractors. Prior to "work orders" in excess of the penal sum of the performance and payment bonds being issued, Contractor shall provide additional performance and payment bonds equal to or greater than the additional amounts shall be provided prior to the issuance of the "work order". The Contractor shall also furnish a Maintenance Bond to secure the warranty The Bond(s) must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas.

**SPECIFICATIONS / SCOPE OF WORK**  
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16.2 If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a re-insurer listed on the U.S. Treasury list. Each Bond must state that it may not be canceled, materially modified, or non-renewed unless the Surety gives the Director 30 days' advance written notice. In such event, Contractor must provide an equivalent replacement Bond before cancellation, modification, or non-renewal of the original Bond.

**17.0 Additions & Deletions:**

17.1 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.

**18.0 Estimated Quantities Not Guaranteed:**

18.1 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.

**19.0 Interlocal Agreement:**

19.1 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.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

THE STATE OF TEXAS

BID # S30-L24629

COUNTY OF HARRIS

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

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

**I. PARTIES**

**1.0 ADDRESS:**

**THIS AGREEMENT FOR ASSESSMENT AND TESTING ON-CALL PROGRAM AND SERVICES FOR** ("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  
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**  
**SOLICITATION NO.: S30-L24629**

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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION

- 1. FEES AND COSTS
- 2. 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

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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."

**2.0 INDEMNITY AND RELEASE:**

**2.1 RELEASE**

**PRIME 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:**

**PRIME 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:**

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

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

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

**2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER**

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OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

**9.2 INDEMNIFICATION:**

**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,

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:**

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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:

9.2.1 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  
Defense costs are excluded from the face amount of the policy.  
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)

4.2 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.

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- 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.

**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 **10%** 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 binding arbitration 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,

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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.

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 Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "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 in violation of 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.

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

**1. CONTRACTOR PAY OR PLAY PROGRAM:**

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".

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

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amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**5.0 LIMIT OF APPROPRIATION:**

- 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]

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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:

[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 one (1) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

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**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.

**3.0 RENEWALS:**

3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

**4.0 TIME EXTENSIONS:**

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;

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- 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.
- 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.

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**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.
- 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.

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**SOLICITATION NO.: S30-L24629**

**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.

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:**

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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 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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**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

**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 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.

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

**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.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

**GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT**  
**SOLICITATION NO.: S30-L24629**

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

(Will Be Inserted In Original Contract)

# RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT SOLICITATION NO.: S30-L24629

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 Project Management and Services** - This section shall include the management and technical approach in performing the services as well as a description of all services offered by the bidder. Provide procedures for managing the project to include preparation of estimates; scheduling; use of software and computers; field supervision; measures to ensure responsiveness to routine, urgent, and emergency projects; and internal and external communication. Bidders shall offer a detailed solution to integrate field collected GIS data into the City's enterprise data infrastructure.

**1.2 Qualifications of Firm** - This section shall include a description of the firm, including firm's history, size, and professional staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation. Provide at least three examples of bidder's successful experience over the last five years with similar types of projects. One of the Work Order contracts with the City of Houston is preferred. Required minimum number of years in business performing similar contract is three. Provide contact's name(s) with address, telephone number, and email. Include a summary table (similar to the table below).

<b>CUSTOMER NAME</b>			
<b>CONTRACT TYPE</b>			
<b>CONTRACT TIME PERIOD</b>			
<b>CONTACT(S)</b>			
<b>CONTACT ADDRESS, TEL. NO., FAX NO., EMAIL</b>			
<b>APPROX. TOTAL DOLLAR VALUE</b>			
<b>NO. OF DELIVERY ORDERS</b>			
<b>NO. OF SUBCONTRACTORS</b>			

**1.3 Qualifications and Experience of Personnel** - This section shall include a project-staffing plan including resumes and certification credentials for all proposed staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified, and their credentials provided. Provide a proposed project organizational chart with position descriptions, qualifications of personnel to be assigned to the project staff.

**1.4 MWBE/Subcontractors/Suppliers** - Provide letter concerning the proposers MWBE participation. Provide a list of subcontractors. This section shall include a proposed plan to incorporate Small Business participation in the contract services. Attach letters of commitment to this project or letters of pre-qualifications from proposed subcontractors/suppliers. Include subcontractors' experience on On-Call Valve Assessment and Testing Program Contracts or similar types of projects. Provide procedures for identifying, managing, and assisting subcontractors.

**1.5 Safety Record and Program** - Provide current Workmen's Compensation Modifier. Number of lost time incidents during last five years and the associated total number of lost days related to safety incidents. Number of OSHA citations received over the last five years.

**RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT**  
**SOLICITATION NO.: S30-L24629**

1.6 **Claims History** - List all projects in last five years that have gone to claim, litigation, mediation, or arbitration with the owner. List outcome of litigation or arbitration. List any construction projects your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.

**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.

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**EVALUATION AND SELECTION PROCESS**  
**SOLICITATION NO.: S30-L24629**

**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	35%
2.1.2	Project Management and Service	20%
2.1.3	Qualifications of Firm	15%
2.1.5	Personnel Experience	10%
2.1.4	MWBE Participation	10%
2.1.5	Safety Record	5%
2.1.6	Claims History	5%

\* 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.: S30-L24629**

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 – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO.: S30-L24629**

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.: S30-L24629**

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**

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)