

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
2024 SIDEWALK ASSESSMENT SERVICES**

**STATE OF TEXAS            }**  
**COUNTY OF BEXAR         }**  
**CITY OF SAN ANTONIO    }**

This Professional Services Agreement for 2024 Sidewalk Assessment Services (“Agreement”) is made and entered into in San Antonio, Bexar County, Texas, between City of San Antonio, a Municipal Corporation in the State of Texas (hereafter referred to as “City”) and

**ROADWAY ASSET SERVICES, LLC**

**6001 PALMER LANE, SUITE 370-1102**

**AUSTIN, TEXAS 78727**

(“Consultant”), said Agreement being executed by City pursuant to City Charter, Ordinances and Resolutions of the San Antonio City Council, and by Consultant for 2024 Sidewalk Assessment Services as set forth herein in connection with the above designated solicitation for City.

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
ARTICLE I.	DEFINITIONS .....	3
ARTICLE II.	COMPENSATION .....	4
ARTICLE III.	METHOD OF PAYMENT .....	5
ARTICLE IV.	SCOPE OF SERVICES .....	8
ARTICLE V.	TIME AND PERIOD OF SERVICE .....	10
ARTICLE VI.	CONSTRUCTION INSPECTION SERVICES REQUEST PROCESS .....	10
ARTICLE VII.	COORDINATION WITH THE CITY .....	11
ARTICLE VIII.	REVISIONS TO DOCUMENTS .....	12
ARTICLE IX.	OWNERSHIP OF DOCUMENTS.....	12
ARTICLE X.	TERMINATION AND/OR SUSPENSION OF SERVICES.....	13
ARTICLE XI.	CONSULTANT'S WARRANTY .....	16
ARTICLE XII.	NON-DISCRIMINATION POLICY .....	16
ARTICLE XIII.	ASSIGNMENT OR TRANSFER OF INTEREST .....	17
ARTICLE XIV.	INSURANCE REQUIREMENTS.....	17
ARTICLE XV.	INDEMNIFICATION .....	20
ARTICLE XVI.	CLAIMS AND DISPUTES .....	21
ARTICLE XVII.	SEVERABILITY .....	23
ARTICLE XVIII.	INTEREST IN CITY CONTRACTS PROHIBITED .....	23
ARTICLE XIX.	COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTERS 2252, 2270, 2271, AND 2274 .....	24
ARTICLE XX.	CONFLICTS OF INTEREST DISCLOSURE.....	24
ARTICLE XXI.	STANDARD OF CARE/LICENSING.....	25
ARTICLE XXII.	RIGHT OF REVIEW AND AUDIT OF CONSULTANT'S RECORDS .....	25
ARTICLE XXIII.	VENUE .....	26
ARTICLE XXIV.	NOTICES .....	26
ARTICLE XXV.	INDEPENDENT CONTRACTOR.....	26
ARTICLE XXVI.	SBEDA REQUIREMENTS .....	26
ARTICLE XXVII.	FORCE MAJEURE .....	26
ARTICLE XXVIII.	MISCELLANEOUS .....	27
EXHIBIT A	CONSULTANT'S SCOPE OF WORK/FEE SCHEDULE.....	1
EXHIBIT B	INSURANCE REQUIREMENTS .....	2
EXHIBIT C	SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA).....	3
EXHIBIT D	AMENDMENTS .....	17

## ARTICLE I. DEFINITIONS

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

- I.1 **“APPLICATION FOR COMPENSATION”** means written form for a request from Consultant, to be paid for completed Work.
- I.2 **“CCMS”** means City’s Contract Management System, whereby payments made by Consultants to Sub-Consultants, said payments confirmed by Sub-Consultants, pursuant to this Project, are entered by Consultants and Sub-Consultants and which are monitored by City for compliance.
- I.3 **"CITY"** means The City of San Antonio, Texas and its authorized representatives.
- I.4 **"CITY DESIGNATED REPRESENTATIVE (CDR)"** means person designated by City to act for City.
- I.4 **“COMPENSATION”** means amounts paid for services under this Agreement.
- I.5 **"CONSULTANT"** means **ROADWAY ASSET SERVICES, LLC** and its officers, partners, employees, agents and representatives, as well as all Sub-Consultants, if any, and all other persons or entities for which Consultant legally is responsible.
- I.6 **"DIRECTOR"** means the Director of City’s Public Works or his/her designee.
- I.7 **“FINALIZED TASK ORDER”** means a written agreement, authorized by both parties in the City’s Portal system and made a part of this Agreement, setting forth the agreed to scope, pricing and associated terms for an individual Project as further defined herein.
- I.8 **“ON-CALL CONTRACT”** means a contract used by the City, through which a task order, on an as-needed basis, shall be issued for work or services, as determined by City.
- I.9 **"PLANS AND SPECIFICATIONS"** means the construction documents.
- I.10 **“PRIMELINK”** means City’s internet-based project management software for submitting and approving Task Orders, Applications for Compensation and all other forms of correspondence between City and Consultant.
- I.11 **"PROJECT"** means the capital improvement/construction development undertaking of City.
- I.12 **"PROPOSAL"** means Consultant's Proposal to provide services for a project.
- I.13 **“PROPOSED SERVICE PLAN”** means a detailed plan outlining how and when the City-requested Work or Services shall be provided by the Consultant/Contractor.

- I.14 **“PROPOSED TASK ORDER REQUEST”** means a request to Consultant to submit a Proposal for a specific Project, as further defined herein.
- I.15 **“SAMSA”** means the San Antonio Metropolitan Statistical Area or Relevant Marketplace, which collectively is comprised of Bexar County and the seven (7) surrounding counties of Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina, and Wilson.
- I.16 **“SAWS”** means the San Antonio Water System.
- I.17 **“SCHEDULE OF VALUES”** means the values allocated to materials and various portions of the Work, prepared in such form, and supported by such data to substantiate its accuracy as City may require.
- I.18 **“SCOPE OF SERVICES”** means the services described in Article IV Scope of Services of this Agreement.
- I.19 **“SERVICES”** means those services described in the Scope of Services, as set out in an issued Task Order.
- I.20 **“TASK ORDER”** means a work order issued to Consultant/Contractor setting forth the agreed to Scope of Services/Work, pricing and associated terms for an individual Project.
- I.21 **“TOTAL COMPENSATION”** means the not-to-exceed amount of this Agreement.
- I.22 **“WORK”** means the services required by the issued Task Order, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Consultant or any Sub-Consultant, material suppliers or any other entities for which Consultant is responsible to fulfill Consultant’s Task Order obligations.

## **ARTICLE II. COMPENSATION**

- II.1 The Compensation for all services included in this Agreement **SHALL NOT EXCEED ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)** for the term of this agreement, including all extensions. Unless and until City further makes appropriations for any additional services not already included in this Agreement, the obligation of City to Consultant for Total Compensation in connection with this Agreement cannot and shall not exceed not-to-exceed amount without further written amendment to this Agreement, signed by both Parties.
- II.2 Consultant shall submit a Proposed Service Plan for each Project that City requests to be performed under this Agreement. City either will approve or disapprove each Proposed Service Plan. The City’s approval shall be evidenced by a finalized Task Order executed by both parties in *PRIMELink*. Task Orders shall be numbered sequentially, starting with number one (1), shall reference this Agreement and shall be entered into *PRIMELink*. Each finalized Task Order, as entered into *PRIMELink*, shall become a part of this Agreement.

- II.2.1** Consultant understands and agrees that City may have entered into multiple professional services agreements with other Consultants and City has the authority to assign Work/Task Orders at its sole discretion.
- II.2.2** Consultant understands and agrees that City makes no minimum guarantees, with regard to the amount of services, if any, Consultant may be extended under this Agreement.
- II.3** Each Task Order amount shall be based on the Scope of Services for a particular Project and will be based on the not to exceed pre-priced tasks and or hourly rates included in **EXHIBIT A** hereto.
- II.4 REIMBURSABLE EXPENSES.** City maintains the right of prior approval of any reimbursable expenditure by Consultant and shall not pay any expenses not agreed upon and accepted in writing by City prior to the execution of this agreement. If Consultant, Sub-Consultant or vendor of Consultant should make an expenditure which, prior to its occurrence, had not been approved in writing by City, either prior to or after the execution of this agreement, those costs shall be the sole responsibility of Consultant and not City. When authorized by City in writing, Consultant shall be entitled to reimbursement at actual cost incurred for services and related expenses for the following:
- II.4.1** Travel outside SAMSA only if approved in writing by City prior to such travel. If approved by City, reimbursement for travel costs shall be limited to costs directly associated with Consultant's performance of service under this Agreement. Travel costs are limited to the per diem rates set annually by the Federal Government's General Services Administration. Consultant shall provide detailed receipts for all the reimbursable charges. Travel expenses shall not exceed the amount noted in **EXHIBIT A** Scope/Budget/Reimbursables without further approval of City. City shall not pay for Consultant's travel within SAMSA.
- II.4.2** Mailing, courier services and copies of documents requested in writing by City in excess of the copies which are to be provided under this Agreement. These costs shall not exceed the amount noted in attached Scope/Budget without further approval of City.
- II.4.3** Graphics, physical models and presentation boards requested in writing by City in excess of those which are to be provided under this Agreement. These costs shall not exceed the amount noted in attached Scope/Budget without further approval of City.
- II.4.4** City shall not allow a markup on any of the above reimbursable items and only shall reimburse actual costs incurred with City's written approval.

### **ARTICLE III. METHOD OF PAYMENT**

**III.1** Payments to Consultant shall be in the amount shown on the invoices, consistent with an issued Task Order and its supporting documentation submitted and shall be subject to City's approval. All services shall be performed to City's satisfaction, which satisfaction shall be judged by the Director in his/her sole discretion, and City shall not be liable for any payment under this Agreement for services which are judged unsatisfactory, and which previously have not been approved by the Director. The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City.

**III.1.1** Payment may be made based solely on the units of services completed and approved by City and the associated unit price for such service, as may be described in Consultant's proposal/fee schedule (as shown in **EXHIBIT A** hereto) and the approved Task Order.

**III.1.2** Monthly payments for services performed in the various additional services shall be reviewed by Director upon Consultant entering itemized invoices, with required back-up and reference to the individual Task Order, in *PRIMELink*. Entered invoices shall indicate the value of the additional services performed to date on that Task Order and any other invoices or payments made related to that Task Order.

**III.2** Consultant shall, within ten (10) days following receipt of Compensation from City, pay all bills for services performed and furnished by others, in connection with a Project and the performance of the Work, and shall, if requested, provide City with evidence of such payment. Consultant's failure to make payments within such ten-day period shall constitute a material breach of this Agreement, unless Consultant is able to demonstrate to City a bona fide dispute associated with an unpaid Sub-Consultant and its provided service. Consultant shall include a provision in each of its Sub-Consultant agreements imposing the same payment obligations on Sub-Consultants as are applicable to Consultant hereunder and, if City so requests, shall provide copies of such payments by Sub-Consultants to City. If Consultant fails to make payment promptly to a Sub-Consultant for Services for which City has made payment to Consultant, City shall be entitled to withhold payment to Consultant to the extent necessary to protect City.

**III.3** Consultant warrants that title to all Services covered by an Application for Payment shall pass to City no later than the time of payment by City. Consultant further warrants that, upon submittal of an Application for Compensation, all Services for which Applications for Compensation have previously been issued and payments received from City shall, to the best of Consultant's knowledge, information and belief, be free and clear of any and all liens, claims, security interests or encumbrance in favor of Consultant or other persons or entities making a claim by reason of having provided Work relating to this Agreement. Consultant shall indemnify and hold City harmless from any liens, claims, security interests or encumbrances filed by anyone claiming by, through or under the items covered by payments made by City to Consultant.

**III.4** Consultant may submit a request for Partial Compensation, prior to a Task Order's completion. A request for Partial Compensation shall be accompanied by a progress report

detailing the Services performed. Any partial payment made shall be in proportion to the Services performed, as reflected in the progress report, and approved by the Director and at City's sole discretion. Compensation also may be made based solely on the tasks and services completed and approved by City and the associated unit price for each service/Project, as may be described in fee schedule and/or hourly rates included in **EXHIBIT A** hereto.

**III.5** Project Close Out and Final Payment:

**III.5.1** Consultant's final billing shall indicate on its face: "Final Bill - No Additional Compensation is Due to Consultant".

**III.5.2** City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which Consultant is responsible due to:

**III.5.2.1** delays in the performance of Consultant's Work;

**III.5.2.2** third-party claims filed, or reasonable evidence received indicating a probable filing of such claims, unless security acceptable to City is provided by Consultant;

**III.5.2.3** failure of Consultant to make payments properly to Sub-Consultants, suppliers and/or vendors for supplied services, labor, materials or equipment;

**III.5.2.4** reasonable evidence that Consultant's Work cannot be completed for the unpaid balance amount under an assigned Task Order and this Agreement;

**III.5.2.5** damage to City; or

**III.5.2.6** persistent failure by Consultant to carry out the performance of its services in accordance with this Agreement.

**III.5.3** When the above reasons for withholding are removed or remedied by Consultant, compensation of the amount withheld shall be made by City within a reasonable time. City shall not be deemed in default by reason of withholding compensation to Consultant, as provided for in this **Article III**.

**III.5.3.1** In the event of any dispute(s) between the parties, regarding the amount properly compensable for any Phase, as final compensation or regarding any amount that may be withheld by City, Consultant shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such claim. In the event Consultant does not initiate and follow the claim procedures provided in this Agreement in a timely manner and as

required by the terms thereof, any such claim shall be deemed waived by Consultant.

**III.5.3.2** City shall make final compensation of all sums due Consultant not later than thirty (30) days after Consultant's execution and delivery of a mathematically correct and accepted final Pay Application.

**III.5.3.3** Acceptance of final compensation by Consultant shall constitute a waiver of all claims except those previously made in writing and identified by Consultant as unsettled at the time of Consultant's submittal of its final application for compensation.

**III.5.3.4** Consultant agrees to maintain adequate books, payrolls and records in forms deemed satisfactory to City in connection with any and all Services performed hereunder. Consultant agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four (4) years after completion of Services, unless a dispute regarding the Project or Consultant's Work is ongoing. If any dispute exists, upon notice from City, Consultant shall retain its books, payrolls and records for more than four (4) years after completion of all Services performed herein and for as long after four (4) years as City may request. At all reasonable times, Consultant shall provide access to City and City's duly authorized representatives to all personnel of Consultant, all books, payrolls and records of Consultant and City shall have the right to audit same.

**III.6** Internet-based Project Management Systems. City shall administer its services through an Internet-Based Management System (hereafter referred to as "PRIME*Link*"). Consultant shall conduct its communication with City through PRIME*Link* and Consultant shall perform all project-related functions utilizing PRIME*Link*. Communications shall include correspondences, submittals, requests for information, vouchers, compensation requests and processing, amendment, change orders and any other administrative activities. City shall administer the software, shall provide training to Project Team Members and shall make the software accessible via the Internet to all necessary Project Team Members. All of Consultant's invoices shall be submitted through PRIME*Link*.

**ARTICLE IV. SCOPE OF SERVICES**  
**[SUBJECT TO REVISION, AS APPLICABLE]**

**IV.1** Consultant understands and agrees that City has entered into multiple 2024 Sidewalk Assessment Services agreements with other Consultants and has the authority to assign services at City's discretion. As stated in Article II herein, Consultant understands and agrees that City makes no minimum guarantees with regard to the amount of Work, if any, which Consultant may be extended under this Agreement.

**IV.2** This Agreement is an on-call, Task Order or indefinite delivery agreement for 2024 Sidewalk Assessment Services and such other services that are required for Consultant to provide or are associated with 2024 Sidewalk Assessment Services. Specific requirements as to location, conditions, procedures and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each request. Assigned and accepted Task Orders to Consultant shall be incorporated into and become a part of this Agreement.

**IV.3** Consultant shall provide 2024 Sidewalk Assessment Services and all associated services required for Consultant to provide such Services, pursuant to this Agreement, as further defined in individual Task Orders. The selected Respondent(s) shall perform Sidewalk Assessment related services which shall include, but not be limited to the Scope of Services described in **EXHIBIT A**.

Requirements for each task shall be detailed in the individual work order assigned. In the event additional services are required, the scope of services and any additional fees related to these services will be agreed upon by the City of San Antonio and the Consultant in advance of these services being performed. One or more contracts may be awarded in response to this RFQ. The selected Consultant(s) shall be retained in a standby mode. As projects are identified and funded, work to the selected Consultant(s) shall be authorized.

**IV.4** Consultant shall provide all labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, Consultant shall provide staff for regular, overtime, night, weekend and holiday services, as requested by City. Persons retained by Consultant to perform Work pursuant to this Agreement shall be employees or Sub-Consultants of Consultant.

**IV.5** Consultant shall not commence Work on any authorized and issued Task Order, pursuant to this Agreement, until thoroughly being briefed on the scope of a project and being notified by City in writing to proceed. Should the scope of Work of an issued Task Order subsequently change, either Consultant or City may request a review of the anticipated services, with an appropriate adjustment in compensation.

**IV.6** Consultant, in consideration for the compensation herein provided, shall render the professional services described in this **ARTICLE IV SCOPE OF SERVICES** that are necessary for the advancement of a project to substantial completion.

**IV.7** Consultant shall perform its obligations under this Agreement in accordance with the Scope of Services outlined in each City-authorized Task Order and in accordance with the Consultant's Scope of Work/Fee Schedule, attached hereto and incorporated herein and labeled as **EXHIBIT A**. The Scope of Services fully shall be described in Consultant's Proposal, as revised in accordance with negotiations with City and with the approval of the Director for each authorized Task Order and as provided in this Agreement.

**IV.8** Consultant's Scope of Work/Fee Schedule, which includes pre-priced tasks and/or hourly rates, is incorporated by reference herein and attached hereto and labeled as **EXHIBIT A**.

## ARTICLE V. TIME AND PERIOD OF SERVICE

- V.1** The term of this Agreement shall commence upon its approval by the San Antonio City Council and upon the execution by both parties and shall remain in force for the period of one (1) years, herein referred to as the “Initial Term”.
- V.2** As the enabling Ordinance provides, City shall retain an option to extend this Agreement for two (2) additional one-year periods, hereafter referred to as the “Extension Period(s)”. The Director shall have the authority to exercise such options at his/her discretion.
- V.3** Time is of the essence for this Agreement. Consultant shall perform and complete its obligations for the services under this Agreement in as expeditiously a manner as is prudent considering the ordinary professional skill and care of a competent engineer, so as to not delay the Project. City shall perform its obligations of review and approval in a prompt and continuous manner so as not to delay the Project in accordance with the approved Project schedules. If, upon review of a Task Order, corrections, modifications, alterations and/or additions are required of Consultant for providing its services, those items shall be completed by Consultant before that Task Order is approved.
- V.4** Consultant shall not proceed with the next appropriate Task Order without a written authorization from City. City may elect to discontinue Consultant's services at the end of any Task Order for any reason or for no reason. However, if circumstance dictates, City retains the right to make adjustments to the scope of Consultant's Task Order obligations at any time to achieve the required services.
- V.5** This Agreement with Consultant shall remain in force for a period of time City determines reasonably may be required for the design, award of the contract and the completion of a Project, including any extra work and any required extensions thereto, unless this Agreement is discontinued as provided for elsewhere in this Agreement.

## ARTICLE VI. CONSTRUCTION INSPECTION SERVICES REQUEST PROCESS

- VI.1** Inspection requirements shall be established with each project-specific issued Task Order.
- VI.2** When City has a Project for which it desires to procure 2024 Sidewalk Assessment Services, City shall notify Consultant by issuing a proposed Task Order Request through *PRIMELink*. Each proposed Task Order Request shall include, at a minimum: the name of the project; the location of the project; copies of or access to project documentation (such as specifications, environmental reports, or drawings) needed by Consultant to prepare a Proposal; a project schedule, to include any specific deadlines for performance of 2024 Sidewalk Assessment Services; any project-specific insurance requirements necessitated by the Work, which may require additional types of coverages or higher levels of coverage for Consultant than are required by the Agreement; and a deadline for providing City with a Proposal based on the above supplied information.

- VI.3** Consultant shall prepare and submit to City, within the deadline stated in a proposed Task Order Request, a Proposal for the desired services which shall include, at a minimum: Scope of Services; specific staffing; and an estimate of Task Order cost to City, based on the rates and fees agreed upon in **EXHIBIT A** hereto and Consultant's approved Fee Schedule. Consultant shall submit the Proposal in editable electronic format to the City through *PRIMELink*. By submitting a Proposal, Consultant thereby agrees to perform the requested service(s) within the time stated in the proposed Task Order Request.
- VI.4** Consultant and City shall negotiate the Proposal. Once Consultant and City reach mutual agreement as to scope, necessary staffing, scheduling and total cost, City shall issue a finalized Task Order through *PRIMELink*, to be accepted by both parties evidencing the agreed to scope and costs.
- VI.5** The Director has the authority to execute a Task Order in *PRIMELink* on behalf of City, so long as such finalized Task Order does not exceed the total contract value and funds are provided for in the project budget, as allocated by the San Antonio City Council.
- VI.6** Consultant shall not proceed with services until a finalized Task Order has been negotiated and accepted by both Consultant and City, Consultant receives a written Notice to Proceed from City and all documents required by City in advance of commencement of Work (to include Consultant's proof of insurance) have been provided to City. Any services provided, or expenses incurred by Consultant, prior to receiving a written Notice to Proceed or after the expiration of either this Agreement or a finalized Task Order, shall be at Consultant's sole risk and expense and may not be reimbursable by City.
- VI.7** Actual amounts billed shall not exceed the total amount as set in a finalized Task Order.
- VI.8** City shall not pay and Consultant shall not invoice for any time or expense associated with a project proposed Task Order Request process, including development of Proposal and the associated Task Order negotiation.

## **ARTICLE VII. COORDINATION WITH THE CITY**

- VII.1** Consultant shall hold periodic conferences with City representative(s) through the end of a project. A project shall have the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with City's current policies and standards. To assist Consultant in this project coordination, City shall make available for Consultant's use in planning for a project all existing plans, maps, statistics, computations and other data in City's possession, relative to existing facilities and to a particular project, at no cost to Consultant. However, any and all such information shall remain the property of City and immediately shall be returned by Consultant upon termination or the completion of a project or if so instructed by City.
- VII.2** The Director shall act on behalf of City, with respect to the services to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information and interpret and define City's policies and decisions, with respect to materials, equipment, elements and systems pertinent to Consultant's services.

**VII.3** City promptly shall give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, in the work of a Contractor or any development that affects the scope or timing of Consultant's services.

**VII.4** Unless otherwise required by City, City shall furnish approvals and permits from all governmental authorities having jurisdiction over a project and other such approvals and consents from others, as may be necessary, for the completion of a project. Consultant shall provide City reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by Consultant pursuant to other provisions of the Agreement, but Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

### **ARTICLE VIII. REVISIONS TO DOCUMENTS**

Consultant shall make, without expense to City, such revisions to the drawings, reports or other documents as may be required to meet the needs of City and which are within the Consultant's Scope of Services. After the approval of reports or other documents by City, any revisions, additions or other modifications made at City's request, which involve extra services and expenses to Consultant, only shall be requested through an additional Task Order for services.

### **ARTICLE IX. OWNERSHIP OF DOCUMENTS**

**IX.1** All documents, including any original drawings, estimates, specifications and all other documents and data, previously owned by Consultant shall remain the property of Consultant as instruments of service. However, it is understood that City shall have free access to all such Consultant information and City is granted the right to make and retain copies of Consultant's drawings, estimates, specifications and all other documents and data. Any reuse of Consultant's information without specific written verification or adaptation by Consultant will be at City's sole risk and without liability or legal exposure to Consultant.

**IX.2** Consultant acknowledges and agrees that City exclusively shall own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement and said information shall be used as City desires. Any and all documents, including the original drawings, estimates, specifications and all other documents and data, immediately shall be delivered to City at no additional cost to City, upon request or termination or completion of this Agreement without restriction on its future use.

**IX.3** Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City.

- IX.4** Consultant hereby assigns all statutory and common law copyrights to City of any copyrightable Work product that in part or in whole was produced from this Agreement, including all equitable rights. No reports, maps, documents or other copyrightable Works, produced in whole or in part by this Agreement, shall be subject of an application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable Work produced under this Agreement shall become the property of City (excluding any instrument of services, as defined in **Article IX.1** herein, unless otherwise specified herein). Consultant shall, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or Work provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights.
- IX.5** Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers or other persons, subsequent to the completion of a project. City requires that Consultant appropriately mark all changes or modifications on all drawings, specifications and other documents by other engineers or other persons, to include electronic copies, subsequent to the completion of a project.
- IX.6** Copies of documents, which may be relied upon by City are limited to the printed copies (also known as hard copies) and PDF electronic versions. Files in editable electronic media format of text, data, graphics or other types, (such as DWG or DGN) that are furnished by Consultant to City only are for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- IX.7** Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Consultant, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Consultant to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers.

## **ARTICLE X. TERMINATION AND/OR SUSPENSION OF SERVICES**

### **X.1 RIGHT OF EITHER PARTY TO TERMINATE FOR DEFAULT.**

- X.1.1** This Agreement may be terminated by either party for substantial failure by the other party to perform, through no fault of the terminating party, in accordance with the terms of this Agreement and a failure to cure said failure, as provided in this **Article X.1**.
- X.1.2** The party not in default shall issue a written and signed Notice of Termination (citing this **Article X.1.2**) to the other party declaring the other party to be in default

and stating the reason(s) why the other party it is in default. Upon receipt of such written Notice of Default, the party in receipt shall have a period of ten (10) days to cure any failure to perform under this Agreement. Upon the completion of such ten-day period, commencing upon receipt of said Notice of Termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

## **X.2 RIGHT OF CITY TO TERMINATE.**

**X.2.1** City reserves the right to terminate this Agreement for reasons other than substantial failure by Consultant to perform by issuing a signed Notice of Termination (citing this **Article X.2.1**), which shall take effect on the twentieth (20th) day following receipt by Consultant of said Notice of Termination and/or upon the scheduled completion date of the performance phase of a project on which Consultant then currently is working, whichever effective termination date occurs first.

## **X.3 RIGHT OF CITY TO SUSPEND GIVING RISE TO RIGHT OF CONSULTANT TO TERMINATE.**

**X.3.1** City reserves the right to suspend this Agreement at the end of any phase of a project for the convenience of City by issuing a signed, written Notice of Suspension (citing this **Article X.3.1**) which shall outline City's reasons for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Consultant's receipt of said Notice of Suspension.

**X.3.2** Consultant hereby is given the right to terminate this Agreement, in the event such suspension extends for a period in excess of one hundred twenty (120) days. Consultant may exercise this right to terminate by issuing a signed, written Notice of Termination (citing this **Article X.3.2**) to City after the expiration of one hundred twenty (120) days from the effective date of a suspension. Termination (under this **Article X.3.2**) shall become effective immediately upon receipt of said written notice by City.

## **X.4 PROCEDURES CONSULTANT TO FOLLOW UPON RECEIPT OF NOTICE OF TERMINATION.**

**X.4.1** Upon receipt of a Notice of Termination from City and prior to the effective date of termination, unless the Notice otherwise directs or Consultant immediately takes action to cure a failure to perform under the cure period set out herein, Consultant immediately shall begin the phase-out and the discontinuance of all services in connection with the performance of this Agreement and promptly shall proceed to cancel all existing orders and contracts, insofar as said orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of said Notice of

Termination (unless Consultant successfully has cured its cited failure to perform), Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant Consultant an extension to the 30-day time period for submittal of such statement.

**X.4.2** Copies of all completed or partially completed documents and all reproductions of all completed or partially completed documents, prepared under a Task Order pursuant this Agreement prior to the effective date of termination, immediately shall be delivered to City in a form requested by City as a pre-condition to a final payment to Consultant. These documents shall be subject to the restrictions and conditions set forth in Article IX herein.

**X.4.3** Upon the above conditions being met, City promptly shall pay Consultant that proportion of the prescribed fee, which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of any fee.

**X.4.4** City, as a public entity, has a duty to document the expenditure of public funds. Consultant hereby acknowledges this duty imposed on City. To this end, Consultant understands that the failure of Consultant to comply with the submittal of the required statement(s) and document(s), as cited herein, shall constitute a waiver by Consultant of any and all rights or claims to payment for services performed by Consultant under this Agreement.

**X.4.5** Failure of Consultant to comply with the submittal of the required statement and documents, as outlined herein, shall constitute a waiver by Consultant of any and all rights or claims to collect monies that Consultant otherwise may be so entitled for services performed under this Agreement.

## **X.5 PROCEDURES CONSULTANT SHALL FOLLOW UPON RECEIPT OF NOTICE OF SUSPENSION.**

**X.5.1** Upon Consultant's receipt of a written Notice of Suspension, which date also shall be the effective date of the suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and promptly shall proceed to suspend all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement.

**X.5.2** Consultant shall prepare a statement showing, in detail, the services performed under a Task Order and this Agreement, prior to the effective date of suspension.

**X.5.3** Copies of all completed or partially completed documents, prepared under a Task Order pursuant to this Agreement prior to the effective date of suspension, shall be prepared for possible delivery to City but shall be retained by Consultant until such

time as Consultant may exercise the right to terminate.

- X.5.4** In the event Consultant exercises its right to terminate one hundred twenty (120) days after the effective suspension date, within thirty (30) days after receipt of City's Notice of Termination, Consultant promptly shall cancel all existing orders and contracts, insofar as such orders and contracts are chargeable to this Agreement, and shall submit the above referenced statement showing, in detail, the services performed under this Agreement prior to the effective date of suspension.
- X.5.5** Any documents prepared in association with this Agreement shall be delivered to City as a pre-condition to final payment.
- X.5.6** Upon the above conditions being met, City promptly shall pay Consultant that proportion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under this Agreement, less any previous payments of any fee.
- X.5.7** City, as a public entity, has a duty to document the expenditure of public funds. Consultant hereby acknowledges this duty imposed on City. To this end, Consultant understands that failure of Consultant substantially to comply with the submittal of the required statement(s) and document(s), as outlined above, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

## **ARTICLE XI. CONSULTANT'S WARRANTY**

Consultant warrants that the services required under this Agreement shall be performed with the same degree of professional skill and care typically exercised by similar consulting professionals performing similar services in San Antonio, Bexar County, Texas. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee, working solely for Consultant, to solicit or secure this Agreement and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person a commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this Consultant's Warranty, City shall have the right to terminate this Agreement under the provisions of **Article X** herein.

## **ARTICLE XII. NON-DISCRIMINATION POLICY**

**XII.1 NON-DISCRIMINATION.** As a party to this contract, Consultant understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Consultant represents and warrants that it has complied with City's *Non-Discrimination Policy* throughout the course of this solicitation and Agreement award process and will continue to comply with said *Non-Discrimination Policy*. As part of said compliance,

Consultant shall adhere to City's *Non-Discrimination Policy* in the solicitation, selection, hiring or commercial treatment of Sub-Consultants, vendors, suppliers or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. Consultant shall provide equal opportunity for Sub-Consultants, vendors and suppliers to participate in all of its public sector and private sector sub-consulting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination which have occurred or are occurring in City's Relevant Marketplace. Consultant acknowledges that it understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Consultant from participating in City contracts, or other sanctions. This **Article XII.1** is not enforceable by or for the benefit of, nor creates any obligation to, any third party. Consultant's certification of its compliance with City's *Non-Discrimination Policy*, as submitted to City pursuant to the solicitation for this Agreement, is hereby incorporated into the material terms of this Agreement. Consultant shall incorporate this clause into each of its Sub-Consultant and supplier agreements entered into, pursuant to City agreements/contracts.

**XII.2** Consultant acknowledges that it understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Consultant from participating in City contracts, or other sanctions. This **Article XII** is not enforceable by or for the benefit of any third party. This **Article XII** also does not create any obligation to any third party.

**XII.3 SUB-CONSULTANTS.** Upon execution of this Agreement by Consultant, Consultant shall provide City a detailed outreach and diversity plan for approval by City, including Consultant's list of Sub-Consultants, and shall require all of its Sub-Consultants to register in City's Centralized Vendor Registry (hereafter referred to as "CVR") through City's web site. Consultant shall obtain approval in writing from City prior to adding, substituting or deleting any listed and approved Sub-Consultant from a project.

### **ARTICLE XIII. ASSIGNMENT OR TRANSFER OF INTEREST**

Consultant shall not assign or transfer Consultant's interest in this Agreement without the written consent of City.

### **ARTICLE XIV. INSURANCE REQUIREMENTS**

**XIV.1** Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Public Works Department, which shall be clearly labeled with the Project Name in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed,

with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Public Works Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- XIV.2** City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- XIV.3** A Contractor's financial integrity is of interest to City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the types and for an amount not less than the amount listed in the table attached as **EXHIBIT B**.
- XIV.4** Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- XIV.5** As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents:

City of San Antonio  
Attn: PW Department  
Contract Services Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**XIV.6** Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

**XIV.7** Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

**XIV.8** In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

**XIV.9** Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

**XIV.10** It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

**XIV.11** It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

**XIV.12** Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **ARTICLE XV. INDEMNIFICATION**

**XV.1** Consultant covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant's activities under this Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, contractor or subcontractor of Consultant, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, it's officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.** In addition, Consultant agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

**XV.2** The provisions of this **Article XV** are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise the City in writing within 24 hours of any claim or demand against City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

**XV.3** In any and all claims against any party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

**XV.4** Acceptance of any designs, plans, specifications, exhibits, drawings, reports, data, and documents, by City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, plans, specifications, exhibits, drawings, reports, data, or other

documents, and services; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents prepared or services rendered by said Consultant.

**XV.5** Consultant shall pay all royalties and licensing fees. Consultant shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Consultant has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

**XV.5.1** Upon receipt of notification that a third-party claim that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Consultant will immediately:

- a. obtain, at Consultant's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b. alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c. reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

## **ARTICLE XVI. CLAIMS AND DISPUTES**

**XVI.1** As used herein, a Claim is a demand or assertion by one of the parties to this Agreement seeking, as a matter of right, adjustment or interpretation of the Agreement terms, payment of money, extension of time or other relief, with respect to the terms of the Agreement. The term "Claim" also may include other disputes and matters in question between City and Consultant arising out of or relating to this Agreement. Claims shall be initiated by notice to the other party electronically through *PRIMELink*. A Claim of Consultant, whether for additional compensation, additional time or other relief, shall be sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind Consultant by his signature) of Consultant, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

**XVI.2** A Claim by either Consultant or City shall be initiated electronically through *PRIMELink* and sent to the other party within twenty-one (21) days after the occurrence of the event giving rise to such Claim.

**XVI.3** Pending final resolution of a Claim, except as otherwise agreed upon in writing, Consultant

shall proceed diligently with performance of a Task Order and this Agreement and City shall continue to make payments to Consultant in accordance with this Agreement.

**XVI.4** If Consultant wishes to make a Claim for an increase in the time for performance, notice to City through *PRIMELink*, as stated in this **Article XVI** herein, shall be given. Consultant's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**XVI.5** Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards shall apply to claims by both Consultant and City:

**XVI.5.1** No consequential damages shall be allowed.

**XVI.5.2** Damages are limited to any extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

**XVI.5.3** No profit will be allowed on any damage claim.

**XVI.6** Nothing in this **Article XVI** shall be construed to waive City's Governmental Immunity from a lawsuit, which Governmental Immunity expressly is retained to the extent it is not clearly and unambiguously waived by State law.

#### **XVI.7 ALTERNATIVE DISPUTE RESOLUTION.**

**XVI.7.1** Each party to this Agreement is required to continue to perform its obligations under this Agreement, pending a final resolution of any dispute arising out of or relating to this Agreement, unless it would be impossible or impracticable to perform under the circumstances.

**XVI.7.2** Before invoking mediation or any other alternative dispute process set forth herein, the parties to this Agreement agree they first shall try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty (30) days after a party delivers a written notice of such dispute to the other, then the parties shall proceed with mediation alternative dispute resolution process contained herein. All negotiations pursuant to this **Article XVI.7.2** are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

**XVI.7.3 MEDIATION.**

**XVI.7.3.1** In the event that City or Consultant shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

**XVI.7.3.2** Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon the written agreement of both parties.

**XVI.7.3.3** In the event City and Consultant are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this **Article XVI** shall be deemed to have occurred.

**XVI.7.3.4** The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Agreement shall be in San Antonio, Bexar County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

**XVI.7.4** Consultant and City expressly agree that, in the event of litigation, both parties waive rights to payment of attorneys' fees that might otherwise be recoverable pursuant to the Texas Civil Practice and Remedies Code Chapter 38, Texas Local Government Code Section 271.153, the Prompt Payment Act, common law or any other provision for payment of Attorneys' fees.

## **ARTICLE XVII. SEVERABILITY**

If for any reason, any one or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any section, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

## **ARTICLE XVIII. INTEREST IN CITY CONTRACTS PROHIBITED**

**XVIII.1** No officer or employee of City shall have a financial interest, directly or indirectly, in any contract with City or shall financially be interested, directly or indirectly, in the sale to City of any land, materials, supplies or service, except on behalf of City as an officer or employee. This prohibition extends to City's Public Service Board, SAWS and other City boards and commissions, which are more than purely advisory. The prohibition

also applies to subcontracts on City projects.

**XVIII.2** Consultant acknowledges that it is informed that the Charter of City and its Ethics Code prohibits a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. Consultant's officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; a City officer or employee's parent, child or spouse; a business entity in which the City officer or employee, or the officer or employee's parent, child or spouse, owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a Sub-Consultant or Subcontractor on a City contract; and/or a partner or a parent of a subsidiary business entity.

**XVIII.3** Consultant warrants, certifies and this Agreement is made on City's reliance thereon that Consultant, its officers, employees and agents neither are officers nor employees of City. Consultant further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

#### **ARTICLE XIX. COMPLIANCE WITH TEXAS GOVERNMENT CODE CHAPTERS 2252, 2270, 2271, AND 2274**

Consultant agrees to comply with the applicable restrictions from Texas Government Code Chapters 2252, 2270, and 2271 prohibiting City from contracting with a company that engages in business with Iran, Sudan, or a designated Foreign Terrorist Organization; boycotts Israel; boycotts firearm entities or firearm trade associations; or boycotts energy companies. By signing this Agreement with the City of San Antonio, Consultant hereby verifies they have reviewed the applicable state law restrictions, and warranties that they are not on a list referenced by, and that they are otherwise in compliance with the certification requirements from Texas Government Code §2270.002 and §2274.002, if applicable. City hereby relies on Consultant's verification. If found to be false, City may terminate the contract for material breach.

#### **ARTICLE XX. CONFLICTS OF INTEREST DISCLOSURE**

Consultant shall disclose if it is associated in any manner with a City officer or employee in a business venture or business dealings. Failure to do so will constitute a violation of City's Code. To be "associated" in a business venture or business dealings includes: being in a partnership or joint venture with a City officer or employee; having a contract with a City officer or employee; being joint owners of a business with a City officer or employee; owning at least ten percent (10%) of the stock in a corporation in which a City officer or employee also owns at least ten percent (10%); or having an established business relationship with a City Officer or employee as a client or customer.

## **ARTICLE XXI. STANDARD OF CARE/LICENSING**

- XX.1** Services provided by Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- XX.2** Consultant shall be represented by personnel with appropriate certification(s) at meetings of any official nature concerning a project including, but not limited to, scope meetings, review meetings, pre-bid meetings and pre-construction meetings.

## **ARTICLE XXII. RIGHT OF REVIEW AND AUDIT OF CONSULTANT'S RECORDS**

- XXI.1** Consultant grants City and its designees the right to audit, examine or inspect, at City's election, all of Consultant's Records relating to the performance of Work under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination or inspection of Consultant's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain Consultant's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute.
- XXI.2** "Consultant's Records" shall include any and all information, materials and data of every kind and character generated as a result of the Work under any Task Order and this Agreement. Example of Consultant Records include, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question and any and all other agreements, sources of information and matters that may, in City's sole judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.
- XXI.3** City agrees that it will exercise its right to audit, examine or inspect Consultant's Records only during regular business hours. Consultant agrees to allow City and City's designee access to all of Consultant's Records, Consultant's facilities and the current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. Consultant also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.
- XXI.4** Consultant shall include this audit clause in any Sub-Consultant and Subcontractor, Supplier or vendor contract.

### **ARTICLE XXIII. VENUE**

The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in San Antonio, Bexar County, Texas.

### **ARTICLE XXIV. NOTICES**

Except as may be provided elsewhere herein, all notices, communications and reports required or permitted under this Agreement shall personally be delivered or mailed to the respective party by depositing the same with the United States Postal Service and addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five (5) days of mailing.

**If intended for City, to:**

**Public Works Department  
Attention: Contract Services  
114 West Commerce, 9th Floor  
San Antonio, Texas 78205**

**If intended for Consultant, to:**

**Roadway Asset Services, LLC  
Bart Williamson, Chief Executive Officer  
6001 W. Parmer Ln, Ste 370-1102  
Austin, Texas 78727**

### **ARTICLE XXV. INDEPENDENT CONTRACTOR**

In performing services under this Agreement, the relationship between City and Consultant is that of an independent contractor. By the execution of this Agreement, Consultant and City do not change the independent contractor status of Consultant. Consultant shall exercise independent judgment in performing its duties and obligations under this Agreement and solely is responsible for setting working hours, scheduling or prioritizing the Workflow and determining how the Work is to be performed. No term or provision of this Agreement or act of Consultant, in the performance of this Agreement, shall be construed as making Consultant the agent, servant or employee of City or making Consultant or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which City provides to or for its employees.

### **ARTICLE XXVI. SBEDA REQUIREMENTS**

Consultant shall comply with the City's Small Business Economic Development Advocacy (SBEDA) Program Terms and Conditions attached hereto as **EXHIBIT C**.

### **ARTICLE XXVII. FORCE MAJEURE**

Consultant shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond Consultant's reasonable control. Within twenty-one (21) days from the occurrence of any such event, for which time for performance by Consultant shall significantly be extended

under this **Article XXVIII**, Consultant shall give written notice thereof to City stating the reason for such time extension and the actual or estimated time for completion thereof. If City determines that Consultant is responsible for Consultant's need for an extension of time, City shall have the right to make a Claim as provided in this Agreement.

## **ARTICLE XXVIII. MISCELLANEOUS**

**XXIX.1** This Agreement only may be amended by written instrument signed by both City and Consultant.

**XXIX.2** The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

**XXIX.3** A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes may require approval by the San Antonio City Council.

**XXIX.4** It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

**XXIX.5** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

**XXIX.6** Consultant hereby agrees and acknowledges if anything contained in Consultant's Scope of Work/Fee Schedule, attached hereto and labeled as **EXHIBIT A**, or contained in any other document prepared by Consultant and included herein is in conflict with this Agreement, this Agreement shall take precedence and control to resolve said conflict.

## **ARTICLE XXIX. ENTIRE AGREEMENT**

This Agreement, including all exhibits and appendices hereto, represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written, including but not limited to the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever

following the date hereof.

**IN WITNESS WHEREOF**, the City of San Antonio lawfully caused these present to execute this Agreement by the hand of City Manager, or his/her designee; Consultant, acting by the hand of **the undersigned below** does now sign, execute and deliver this document.

Executed by City and effective on: \_\_\_\_\_

**CITY OF SAN ANTONIO**

**ROADWAY ASSET SERVICES, LLC**

By:

By:

DocuSigned by:  
*Bart Williamson*

\_\_\_\_\_  
JOHN PETEREK, MPAff  
INTERIM ASSISTANT CITY MANAGER

\_\_\_\_\_  
NAME ~~Bart Williamson~~  
TITLE Chief Executive Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**EXHIBIT A**  
**CONSULTANT'S SCOPE OF WORK/FEE SCHEDULE**  
**(TO INCLUDE REIMBURSEABLES, IF ANY)**

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## Attachment A

### Phase I Scope of Work: Sidewalk Condition Assessment

#### Section I – Scope of Work Description:

Roadway Asset Services, LLC (RAS) understands that the City of San Antonio desires to conduct a condition assessment of all City maintained sidewalks over three phases. This scope of work defines Phase I, which covers approximately 1,745 linear miles of sidewalk within the City's public right-of-way in Districts 1, 2, and 5. This is about one-third of the approximately 5,340 total sidewalk miles within the City's boundaries. The RAS team will mobilize our e-bike mobile data collection vehicles (called the ProWAGON) to survey each sidewalk and collect 5k imagery. RAS will post-process GPS data and imagery to perform the attribute extraction and condition assessment as outlined in this scope of work.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (City of San Antonio, TX):

- Project Management and Status Meetings
- Project Set-up, Administration, Coordination
- GIS Mapping for Field Surveys by District
- Sidewalk Data Collection
- Sidewalk Condition Assessment
- Sidewalk Condition Reporting
- Quality Control Plan
- Reporting & Interim Deliverables (Final network compilation at end of Phase III)

#### Section II – Project Tasks and Deliverables:

##### Task 1 – Project Initiation, Inventory Adoption & Field Mapping

###### **1.1 Project Management**

CONSULTANT will provide project management for the duration of the project, including data research and assessment as required, preparing progress and schedule updates. CONSULTANT to provide the OWNER access to a hosted progress monitoring dashboard that is updated on a weekly basis, beginning with the commencement of field work.

###### **1.2 Status Meetings**

Status meetings be conducted over the duration of the project, including coordinating, and attending virtual meetings with OWNER.

The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will review the Project Approach, which includes network coverage reviews, data collection methodology, schedules, and deliverables. The methodology and deliverable formats will be finalized based on the OWNER requirements and decisions during the meeting. Project communication protocol, documentation, accounting methodologies, and data format will be confirmed during the meeting.

###### **1.3 Inventory Adoption & Field Mapping**

Upon notice to proceed the CONSULTANT will request all existing sidewalk inventory data and arrange

a kick-off meeting to confirm the project requirements and scheduling. CONSULTANT will request that the OWNER provide any existing database, Geographic Information System (GIS) layers, and aerial imagery for project use.

- OWNER to provide all sidewalk linework and available ramp locations via GIS file geodatabase.
- CONSULTANT will adopt the existing GIS linear features, unique ID's, and all legacy attribution.
- CONSULTANT will identify the methodology for modifying segments that do not meet the minimum length requirements for reporting at the half-block level for condition data.
- CONSULTANT to identify areas of the database where sidewalks are not present using the City's existing sidewalk layer.

#### **Task 1 Deliverables:**

1. The CONSULTANT will deliver bi-weekly progress and schedule updates.

#### **Task 2 – GIS Clean-up and Formatting**

CONSULTANT will use the existing centerline data provided by the OWNER and create a sidewalk database suitable for data processing activities. Each sidewalk segment record in the layer will have a corresponding record in the sidewalk database. CONSULTANT to perform consulting and clean-up services as a part of this data audit to ensure the database is functional for sidewalk management purposes and planning at the District level.

The GIS audit will be focused on the following critical tasks:

- Missing sidewalks that need added to layer. City to supply newly constructed sidewalks that are not represented in the City's existing sidewalk inventory.
- Half-block segmentation will be developed as a new feature class for sidewalk condition reporting. The City's existing sidewalk inventory will not be modified since there is historical work order information tied to it. The half-block feature class will result in a many-to-one relationship with the City's current sidewalk inventory (CartID and Street ID). The inventory will be related to the street centerline "Street\_Name", also resulting in a many-to-one relationship with the street segment ID's.
- The sidewalk half-block inventory methodology should avoid very small left-over segments by using a minimum sidewalk length (TBD with City Staff). This will ensure small segments are avoided and simply combined with its adjacent half-block.
- Sidewalk segments should already be split at district boundaries, CONSULTANT to confirm.
- The half-block inventory will be developed using a combination of the City's existing sidewalk inventory layer and available aerial photography to identify missing sidewalks up to 20 miles per phase.
- CONSULTANT to identify and finalize survey mapping consisting of 1,745 linear sidewalk miles covering all of Districts 1, 2, & 5.
- CONSULTANT built in an allowance of an additional 20 linear miles for Phase I for sidewalks not included in the OWNER's existing inventory. Phase I has a survey upset of 1,765 linear miles of sidewalks.
- Upon the completion of this task, the final survey mileage or scope level of effort may require adjustment based on the per mile rates provided.

For this sidewalk project, RAS will not survey areas of the street centerline where sidewalks are not present. The core objective is to utilize the existing sidewalk inventory for routing and if the City can supply GIS sidewalk line work for newly constructed sidewalks, those can be added to the scope of work for survey (up to 20 miles per phase). Once any known missing or newly constructed sidewalks

have been added, this map will serve as the routing for the sidewalk collection program.

**Task 2 Deliverables:**

1. The CONSULTANT will deliver an updated sidewalk inventory for field survey activities.
2. CONSULTANT will develop a routing plan that is based on a zonal approach to perform the inventory and maintain the project schedule, while also implementing a concurrent attribute extraction and evaluation workflow.
3. CONSULTANT and OWNER to identify the field pilot locations for initial data verification.

**Task 3 – Collect Sidewalk Network: Districts 1-2-5**

***3.1 Sidewalk Data Collection***

CONSULTANT will mobilize a minimum of two (2) ProWAGON data collection vehicles to acquire field imagery for the identification of sidewalk distress data and attributes in the post-processing phase of the scope. The imagery will be consumed by CONSULTANT processing software for technicians to perform attribution assignment and condition assessment of sidewalks and ramps.

**The ProWAGON system includes:**

- 3 GoPro cameras (1 front and 2 back) positioned low over the front and rear wheel for the best image possible.
- Both of these views will be processed for delivery to the City via a GIS hyperlink.
- The HD 5K imagery is captured in 1 second intervals, resulting in a photo capture for every 6 to 8 feet (1.5 standard slab length) per camera. This density of imagery allows for a proper sidewalk distress survey to be conducted as a post processing exercise. All images retain a lat/long coordinate for plotting within a GIS environment and assigning distress locations. The XY coordinates are assigned using the camera lat/long, placing them within 5 to 10 feet of their real-world location.
- Integrated IMU for roll/pitch/yaw raw measurements that will be post-processed into running/cross slope for sidewalks and the ramp on a pedestrian curb ramp.
- An integrated field map allows for GPS tracking by the operator and “fly-by” notes for any comments related to the field survey.
- The post-processing approach results in distress identification with a 95% confidence level across the network level surveys.



***3.2 Quality Assurance and Quality Control and Field Verification***

***Quality Assurance Step #1 – Sidewalk Centerline Review & Development (Gap Analysis)***

CONSULTANT to provide a complete diagnostic of the sidewalk shapefiles, including a full and thorough assessment of the OWNER’S existing segmentation. CONSULTANT will review the City maintained existing sidewalk linework and compare it against available aerial photography to identify any missing sidewalks that require inclusion in the survey. Upon successful completion of this review, the half-block feature class will begin development. CONSULTANT to utilize District Boundaries to confirm the sidewalk mileage and survey mapping extents.

***Quality Assurance Step #2 – Field Pilot Study***

CONSULTANT to extract, process, and review sidewalk attribute data on a small data set of around 10 miles with OWNER staff to ensure accuracy with the attribute definitions before completing full extraction networkwide.

***Quality Assurance Step #3 – Imagery & IMU Coverage Checks***

At the end of each data collection day, the CONSULTANT will confirm that field imagery exists on all OWNER maintained sidewalks. If sidewalks are found to be missing imagery, the GIS linework will be flagged for re-inspection prior to demobilization. The roll/pitch/yaw raw data will be confirmed to exist on all OWNER maintained sidewalks. If any sidewalk is missing readings from the IMU, it will be flagged for re-inspection. The coverage checks also include ensuring each ramp has a single IMU reading such that ramp running/cross slope can be reported.

***Quality Assurance Step #4 – Independent Technician Review***

The CONSULTANT will perform quality assurance and quality control on the completed dataset. This will include a technician/engineer review of up to 10% of the processed sidewalk imagery. If the review fails to identify systemic gaps in the inventory or attribution, QC will be completed. If the QC identifies gaps in the database attribution or systemic anomalies, additional QC will commence until the gaps are resolved.

**Task 3 Deliverables:**

1. Completion, delivery, and review of the 10-mile field pilot with City Staff.
2. CONSULTANT implementation and execution of the 10% quality assurance review of asset attribution.

**Task 4 – Sidewalk, Ramp, & Obstruction Attribution*****4.1 Data Fields and Values***

Fields used in the sidewalk line feature class are discussed herein. Data attribution will be performed only on the existing sidewalks database. All defined attributes for this project will be provided as a data dictionary to the OWNER prior to mobilization. The line feature class attributes table will incorporate the following data fields and values are described as follows:

**Sidewalk Data Dictionary**

Sidewalks			
Field Name	Data Type	Responses	Definition
SWID	Integer	Unique ID	Unique identifier for the asset. Will also be associated with a look up table that stores the existing Cartegraph ID(s) of the segments and a lookup table that stores the associated roadway segment ID(s).
Street_Name	Text	Variable	Name of predominant adjacent roadway
ObstructionsPresent	Text	Subtype	Confirms presence or lack of obstructions preventing or limiting pedestrian travel
		Yes No No Sidewalk N/A	Obstructions were observed Obstructions were not observed City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location Not Available, not rated
CalculatedCondition	Text	Subtype	The sidewalk condition category as determined by the SCI
		Good Fair Poor Failed No Sidewalk N/A	The SCI is greater than 75 The SCI is between 50 and 75 The SCI is between 25 and 50 The SCI is 0-25 City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location Not Available, not rated
SCI	Text	Integer	The sidewalk condition index (0-100) calculated from distress survey
Comments	Text	Variable	General comments about the asset

## Ramp Data Dictionary

Pedestrian Curb Ramps			
Field Name	Data Type	Responses	Definition
RID	Integer	Unique ID	Unique identifier for the asset
SWID	Integer	Unique ID	The SWID of the parent sidewalk segment
Street_Name	Text	Variable	Name of adjacent roadway
DetectableWarning	Text	Subtype	Determines presence and type of detectable warning feature
		Truncated Domes - Contrasting	The pedestrian ramp has a contrasting truncated dome plate
		Truncated Domes - Non-Contrasting	The pedestrian ramp has a non-contrasting truncated dome plate
		Texture	The pedestrian ramp has tinning or texturing at the entrance
		No Detectable Warning	The pedestrian ramp does not have a detectable warning feature
		N/A	Not Available, not rated
ObstructionsPresent	Text	Subtype	Confirms presence or lack of obstructions preventing or limiting pedestrian travel
		Yes	Obstructions were observed
		No	Obstructions were not observed
		N/A	Not Available, not rated
Running Slope	Text	Percentage Value	The measured running slope of the ramp run where applicable
Comments	Text	Variable	General comments about the asset
X	Double	Calculated	The longitude of the asset in desired coordinate system
Y	Double	Calculated	The latitude of the asset in desired coordinate system

## Distress Point Data Dictionary

Distress Points			
Field Name	Data Type	Responses	Definition
SidewalkID	Integer	Unique ID	The SEGID of the parent sidewalk segment
DistressName	Text	Subtype	The type of observed distress
		Vertical Discontinuity	Distresses that occur vertically, to include faulting, sag/heaving, etc
		Horizontal Discontinuity	Distresses that occur horizontally, to include cracking, joint spalling, shattering, etc
		Excessive Cross Slope	Locations along a segment where the cross slope exceeds recommended thresholds
X	Double	Calculated	The longitude of the asset in desired coordinate system
Y	Double	Calculated	The latitude of the asset in desired coordinate system
DistressSeverity	Text	Subtype	The severity of the observed distress
		Low (horizontal discontinuities only)	· Horizontal discontinuities that are visible, but not open
		Moderate	· Horizontal discontinuities that have opened slightly and are potential tripping hazards
			· Vertical discontinuities approximately 1/4" to 1/2" tall that are potential tripping hazards
			· 2-8% cross slopes
		Severe	· Horizontal discontinuities that have opened significantly and are likely tripping hazards
			· Vertical discontinuities approximately >1/2" tall that are likely tripping hazards
			>8% cross slopes
DistressDeduct	Double	Calculated	The deduct value of the distress as determined by type and severity

Notes:

- Distresses are rated individually and tagged with an XY
- A single Sidewalk Condition Index (SCI) score will be calculated from the distress points per segment
- Typically low severity distress are not captured or rated (too much data with zero action)

## Obstructions Data Dictionary

Obstructions			
Field Name	Data Type	Responses	Definition
OBID	Integer	Unique ID	Unique identifier for the asset
SWID	Integer	Unique ID	The SWID of the parent sidewalk segment (if located along sidewalk)
RID	Integer	Unique ID	The RID of the parent ramp point (if located within ramp complex)
Street_Name	Text	Variable	Name of adjacent roadway
ObstructionType	Text	Subtype	Type of obstruction reducing width or clearance
		Sign Pole or Post	Any sign support
		Utility Box / Cabinet	Any type of utility such as a control box, cabinet or underground access
		Manhole	Any type of manhole cover protruding above surface of sidewalk
		Light Standard	Any street light standard, davit or pole
		Traffic Signal	Any traffic signal or ped head support, standard, davit or pole
		Power Pole	Any power pole, standard, davit or stay
		Street Furniture	Any bench, chair, bicycle rack, bench garbage receptacle, mailbox, basketball hoop or other fixture
		Bus Stop Shelter	Any type of bus stop shelter or shade structure
		Tree / Vegetation	Any type of tree or planting, including overhanging branches
		Guy Wire / Support	Any type of guy wire, suspension wire or support
		Grating	Any in-ground type of open grate that may trap a wheel - measure the clearance, not the grate
		Fire Hydrant	Any type of fire hydrant assembly
		Fence/Wall	Any type of fencing material
		Other	All other obstructions not listed above
ObstructionSeverity	Text	Subtype	The approximate impact of the obstruction to the overall sidewalk width or clearance
		020	The obstruction impacts 20-30% of the pedestrian path of travel
		030	The obstruction impacts 30-50% of the pedestrian path of travel
		050	The obstruction impacts >=50% of the pedestrian path of travel
X	Double	Calculated	The longitude of the obstruction in desired coordinate system
Y	Double	Calculated	The latitude of the obstruction in desired coordinate system

**Task 3 Deliverables:**

1. CONSULTANT will deliver a Sidewalk Inventory and ramp inventory with the attributes identified above in a GIS file geodatabase to OWNER.
2. An image of the sidewalk and ramp assets will be included as a hyperlink in the geodatabase.

**Task 5 – Sidewalk Data Processing & SCR Calculation****5.1 Condition Scoring Matrix**

The scoring system for each sidewalk segment will be developed in collaboration with City Staff to ensure distress deducts are applied appropriately to the density of distresses present. The OWNER's matrix will be developed using the distress information identified in this scope of work (vertical discontinuities, horizontal discontinuities, running slope, and cross slope). The image below is simply an example of the matrix RAS will develop in conjunction with City Staff input.

<b>Heavily Distressed Sidewalk Example</b>			
<b>Distress</b>	<b>Panel Density (0-100)</b>	<b>Weight Factor</b>	<b>Deduct</b>
Missing Pavement	0	100	0
Vertical Discontinuities	5	500	25
Running Slope	10	5	0.5
Horizontal Discontinuities	10	300	30
Cross Slope	0	20	0
Total Deducts			55.5
<b>Sidewalk Condition Index</b>			<b>44.5</b>

**5.2 Distress Indices**

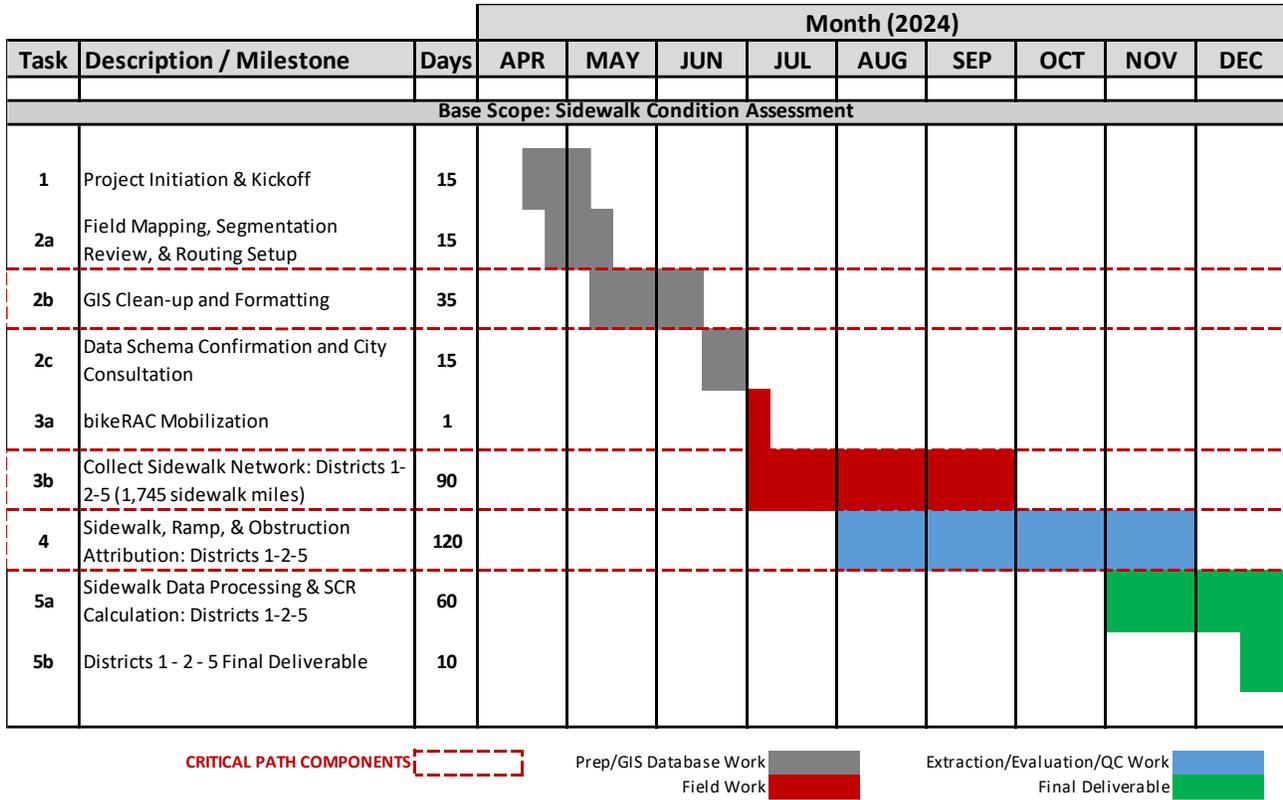
As illustrated in the Distress Point Data Dictionary, RAS will capture distress severity thresholds (moderate & severe) for each distress. Horizontal discontinuities will also contain a low severity measurement. This distress severity information for each distress will be utilized to develop a 0-10 index summary for each distress on every half-block segment in the network. This half-block index will supplement the calculated Sidewalk Condition Rating.

**TASK 5 Deliverables:**

1. CONSULTANT will calculate a Sidewalk Condition Rating (SCR) for each half-block segment. The half-block SCR scores will be aggregated to report a full segment SCR score as well.
2. CONSULTANT will deliver half-block segment distress indices on a 0-10 scale.

### Section IV – Timeline

CONSULTANT to assign staff and resources to perform the tasks associated with this scope of work to meet the timeline presented below.



### Assumptions

- GIS is to be provided to the CONSULTANT upon receipt of Notice to Proceed
- CONSULTANT will be responsible for an inspection of District’s 1, 2 and 5 during Phase I

	Central Core	I-410 Ring	Outer Ring	District Total (Rounded)
<b>District 1</b>	346.26	193.39	29.77	570
<b>District 2</b>	210.57	170.11	186.72	568
<b>District 5</b>	481.99	124.51	0.00	607
<b>Total Phase I Sidewalk Mileage:</b>				<b>1745</b>

- CONSULTANT will survey up to an additional 20 miles of sidewalks not currently in the OWNER’S existing inventory and GIS database
- Data will only be collected on the existing sidewalk inventory maintained by the City. The existing sidewalk inventory can be defined using the City’s existing sidewalk inventory and newly constructed sidewalks supplied by the City.
  - If the existing sidewalk inventory is available and the city has newly constructed sidewalks that are not currently in the GIS, City staff will need to supply RAS with those sidewalk locations so that they can be surveyed and linework drawn in.
  - City is to supply right-of-way imagery from the most current pavement condition survey and aerial photographs.

**City of San Antonio**  
**Phase I**

- Data collection must be performed when the sidewalks are free of leaves, standing water, and debris.
  - RAS will need to perform data collection prior to leaf drop and winter weather with daily low temperatures below 45-degrees Fahrenheit. The operators are exposed to the elements, and this is a safety procedure put in place for the protection of our field crews.
- It is possible that a safety escort or presence may be required in certain areas of the City. If safety for the field crew becomes a concern, RAS will discuss mitigation options with City staff.

**Section V – Fee Schedule**

CONSULTANT team members have managed, provided asset digitization, asset attribution, performed QA/QC, and developed sidewalk feature classes on numerous projects. The RAS fee structure for Phase I, Phase II and Phase III of this assignment can be found below with itemized tasks to illustrate the full scope of this project.

City of San Antonio Phase I Sidewalk Condition Assessment				
Task	Description	Units	Unit Cost	Fee
1	Project Initiation, Inventory Adoption, & Field Mapping	1	\$4,600	\$4,600
2	GIS Clean-up and Formatting	1	\$19,000	\$19,000
3	Collect Sidewalk Network: <b>Districts 1-2-5 (sidewalk miles)</b>	1,745	\$143	\$249,535
4	Sidewalk, Ramp, & Obstruction Attribution: <b>Districts 1-2-5</b>	1,745	\$100	\$174,500
5	Sidewalk Data Processing & SCR Calculation: <b>Districts 1-2-5</b>	1,745	\$30	\$52,350
<b>Total Phase I Fee</b>				<b>\$499,985</b>

City of San Antonio Phase II Sidewalk Condition Assessment				
Task	Description	Units	Unit Cost	Fee
1	Collect Sidewalk Network: <b>Districts 3-4-6 &amp; Partial 7 (sidewalk miles)</b>	2,005	\$143	\$286,715
2	Sidewalk, Ramp, & Obstruction Attribution: <b>Districts 3-4-6</b>	1,640	\$100	\$164,000
3	Sidewalk Data Processing & SCR Calculation: <b>Districts 3-4-6</b>	1,640	\$30	\$49,200
<b>Total Phase II Fee</b>				<b>\$499,915</b>

City of San Antonio Phase III Sidewalk Condition Assessment				
Task	Description	Units	Unit Cost	Fee
1	Collect Sidewalk Network: <b>Districts 8-9-10 &amp; Partial 7 (sidewalk miles)</b>	1,596	\$143	\$228,228
2	Sidewalk, Ramp, & Obstruction Attribution: <b>Districts 7-10</b>	1,961	\$100	\$196,100
3	Sidewalk Data Processing & SCR Calculation: <b>Districts 7-10</b>	1,961	\$30	\$58,830
4	Summary Report and Final GIS Deliverable	1	\$16,750	\$16,750
<b>Total Phase III Fee</b>				<b>\$499,908</b>

**Total Base Scope Fee over Three Phases: \$1,499,808.00**

 <b>Project Role Description</b>	<b>Hourly Rates, Overhead, &amp; Profit</b>				
	<b>Direct Hourly Labor Rate</b>	<b>Overhead 120%</b>	<b>Hourly Rate</b>	<b>Profit of 10%</b>	<b>Fully Loaded Rates</b>
Project Principal	\$100.00	\$120.00	\$220.00	\$22.00	\$242.00
Project Manager	\$95.00	\$114.00	\$209.00	\$20.90	\$229.90
Assistant Project Manger	\$90.00	\$108.00	\$198.00	\$19.80	\$217.80
QC/QA Manager	\$85.00	\$102.00	\$187.00	\$18.70	\$205.70
GIS Manager	\$75.00	\$90.00	\$165.00	\$16.50	\$181.50
Field Services Manager	\$65.00	\$78.00	\$143.00	\$14.30	\$157.30
Sr GIS Analyst/Extraction Specialist	\$65.00	\$78.00	\$143.00	\$14.30	\$157.30
Client Services Manager	\$57.00	\$68.40	\$125.40	\$12.54	\$137.94
Project Engineer	\$50.00	\$60.00	\$110.00	\$11.00	\$121.00
GIS Analyst/Extraction Specialist	\$50.00	\$60.00	\$110.00	\$11.00	\$121.00
Database Administrator	\$50.00	\$60.00	\$110.00	\$11.00	\$121.00
Field QA/QC Coordinator	\$45.00	\$54.00	\$99.00	\$9.90	\$108.90
Field Inspector II	\$42.50	\$51.00	\$93.50	\$9.35	\$102.85
Field Inspector I	\$40.00	\$48.00	\$88.00	\$8.80	\$96.80
Administration & Clerical	\$30.00	\$36.00	\$66.00	\$6.60	\$72.60
<b>AG3 Group, LLC Sub-contractor Role Description</b>	<b>Fully Loaded Rates</b>				
Project Manager	\$184.00				
Senior Engineer	\$170.00				
Engineer I	\$87.00				
Field Technician II	\$95.00				
Field Technician I	\$86.00				

## Section VI – Optional Services

CONSULTANT can supply the City with additional attributes and feature classes as a part of this project. The fee schedule is presented to consider data collection for the entire sidewalk network, over each of the three (3) phases.

### Optional Services Fee Schedule

<b>Full Project Optional Services</b>				
<b>Task</b>	<b>Description</b>	<b>Units</b>	<b>Unit cost</b>	<b>Fee</b>
1	Driveway Approach Inventory (Location/Width)	5,346	\$50	\$267,300
2	Curb & Gutter Inventory	5,346	\$55	\$294,030
3	Retaining Wall Inventory	5,346	\$40	\$213,840
4	Additional Sidewalks Attribution	5,346	\$35	\$187,110
5	Additional Ramps Attribution	5,346	\$30	\$160,380
6	Additional Obstructions Attribution	5,346	\$15	\$80,190

**Additional Right-of-Way Asset Inventory Options**

Utilizing the imagery from the sidewalk inventory collection, CONSULTANT can develop linework and perform a good-fair-poor condition assessment for retaining walls; and for driveway approaches, XY locations and widths for each driveway. Curb & gutter inventory attributes would be inventories from the OWNER's existing roadway photogrammetry to provide the proper viewing angle for attribution.

**Optional Task 1: Driveway Inventory**

CONSULTANT will collect the driveway approaches with the following attributes **(Point Feature)**:

- Asset ID
- X,Y Location
- Location (Street Name asset located on)
- Photo Image link
- Width (submeter accuracy)
- Comments

**Optional Task 2: Curb and Gutter Inventory**

CONSULTANT will collect the curb and gutter with the following attributes **(Linear Feature)**:

- AssetID
- Location (Street Name asset located on)
- Photo Image link
- Side of Road
- Condition Rating
  - Good
  - Fair
  - Poor
- Painted Color
- Material type
  - PCC Standard Curb and Gutter
  - PCC Median Curb and Gutter
  - PCC Pinned Curb
  - PCC Other
  - Asphalt Curb
  - None
- Comments



**NOTE:** To perform the curb & gutter attribution, CONSULTANT will need the OWNER's existing road photogrammetry. Linework will not be drawn in for curb & gutter that does not exist.

**Optional Task 3: Retaining Wall Inventory**

CONSULTANT will collect retaining walls that are located adjacent to the sidewalk with the following attributes (**Linear Feature**):

- AssetID
- Material
  - Concrete
  - Wood
  - Other
- Condition
  - Good – no visible damage
  - Fair – visible minor damage such grass or root intrusion
  - Poor – visible damage caused by vehicle impact, section twisted/bent/down, missing panel
- Location (Street Name asset located on)
- Photo Image link
- Length



**Optional Task 4: Additional Sidewalk Attribution**

Optional Sidewalk Attributes			
SurfaceType	Text	Subtype	The predominant construction material for the length of the sidewalk
		Concrete	The material used is concrete
		Stamped Concrete	The concrete surface has patterns impressed into it
		Exposed Aggregate	The concrete surface is exposed aggregate or combination of concrete and exposed aggregate
		Bricks or Pavers	The sidewalk is constructed of pavers or brick or a combination of pavers/brick and concrete
		Asphalt	The material used is asphalt
		Gravel	The material used is gravel, shale, or any crushed aggregate
		Other	The material is something other than those listed above
		No Sidewalk	City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location
		N/A	Not Available, not rated
ConstructionStyle	Text	Subtype	The primary method of construction/style of the sidewalk for the length being examined
		Mono curb and walk	The curb and sidewalk form one structure
		Stand alone	There is no boulevard or curbing between the roadway structure and the sidewalk
		Boulevard walk	The sidewalk has grass areas on both sides
		Meandering	The sidewalk does not follow a straight line and may be both Mono and Boulevard
		Commercial	The sidewalk is very wide, reaching from the road to store-fronts or businesses
		Other	The sidewalk is some other type than those areas listed above
		No Sidewalk	City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location
		N/A	Not Available, not rated
WidthRange	Text	Subtype	Visual estimation of sidewalk width
		Less than 3 FT	The sidewalk appears to be less than 3 feet in width
		3 to 4 FT	The sidewalk appears to be between 3 and 4 feet in width
		5 to 6 FT	The sidewalk appears to be between 5 and 6 feet in width
		Greater than 6 FT	The sidewalk appears to be greater than 6 feet in width
		No Sidewalk	City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location
		N/A	Not Available, not rated
SidewalkPosition	Text	Subtype	The location of the sidewalk relative to the adjacent roadway
		N	Sidewalk is on the North side of the road
		S	Sidewalk is on the South side of the road
		E	Sidewalk is on the East side of the road
		W	Sidewalk is on the West side of the road
		No Sidewalk	City's legacy inventory shows sidewalk existence yet no sidewalk is present at this location
		N/A	Not Available, not rated

**Optional Task 5: Additional Ramps Attribution**

Optional Curb Ramp Attributes			
<b>Condition</b>	<b>Text</b>	<b>Subtype</b>	<b>The visual assessment of the surface condition of the ramp</b>
		Good	Ramp appears to be in good condition
		Fair	Ramp appears to be in fair condition
		Poor	Ramp appears to be in poor condition
		N/A	Not Available, not rated
<b>SurfaceType</b>	<b>Text</b>	<b>Subtype</b>	<b>The predominant construction material of the ramp</b>
		Concrete	The material used is concrete
		Bricks or Pavers	The sidewalk is constructed of pavers or brick or a combination of pavers/brick and concrete
		Asphalt	The material used is asphalt
		N/A	Not Available, not rated
<b>RampType</b>	<b>Text</b>	<b>Subtype</b>	<b>The predominant construction style of the ramp</b>
		Perpendicular	The ramp entrance is perpendicular to the path of pedestrian travel
		Parallel	The ramp entrance is parallel to the pedestrian path of travel
		Blended	The ramp is part of a complex that lowers the level of the sidewalk to the grade of the street
		Cut-through	The feature is level and facilitates crossing through and island or median
		N/A	Not Available, not rated
<b>RampOrientation</b>	<b>Text</b>	<b>Subtype</b>	<b>Assesses the alignment of the ramp with the crossing area</b>
		Diagonal	The ramp serves two crossing directions and is not contained within the crossing area
		Aligned	The ramp entrance is perpendicular or parallel to the path of travel and contained within the crossing area
		Misaligned	The ramp entrance is perpendicular or parallel to the path of travel and <i>not</i> contained within the crossing area
		Directional	The ramp is oriented such that a straight line of travel is created with the receiving ramp
		N/A	Not Available, not rated
<b>RampLocation</b>	<b>Text</b>	<b>Subtype</b>	<b>Where the ramp is located along a roadway</b>
		Intersection	The ramp is located at an intersection
		Mid block	The ramp is located mid-block
		Island	The ramp is located on a traffic island or pedestrian refuge location
		Median	The ramp is located in a median
		N/A	Not Available, not rated
<b>SignalizedIntersection</b>	<b>Text</b>	<b>Subtype</b>	<b>Confirms if ramp facilitates crossing through a signalized intersection</b>
		Yes	The ramp serves a signalized intersection
		No	The ramp does not serve a signalized intersection
		N/A	Not Available, not rated
<b>Crosswalk</b>	<b>Text</b>	<b>Subtype</b>	<b>Confirms if ramp is adjacent to a crosswalk</b>
		Yes	The ramp is adjacent to a crosswalk
		No	The ramp is not adjacent to a crosswalk
		N/A	Not Available, not rated

**Optional Task 6: Additional Obstructions Attribution**

Optional Obstruction Attributes			
<b>FilletSpace</b>	<b>Text</b>	<b>Subtype</b>	<b>Confirms if it may be possible to install a fillet space around permanent obstructions</b>
		Obstructed	There is no room to install a fillet due to obstructions or geometry or unable to obtain clearance
		Potential	There is space available to potentially install a fillet to make clearance possible
		N/A	The obstruction is not permanent or is overhead

## EXHIBIT B INSURANCE REQUIREMENTS

**PROJECT:** 2024 SIDEWALK CONDITION ASSESSMENT

TYPE	AMOUNTS
1. Workers' Compensation	\$ 1,000,000 E.L. each accident
2. Employers' Liability	\$ 1,000,000 E.L. Disease - each employee \$ 1,000,000 E.L. Disease - policy limit
3. Commercial General Liability Insurance to include coverage for the following: Premises/Operations Products/Completed Operations Personal/Advertising Injury Contractual Liability	For Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence; \$ 2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage must include per project aggregate.
4. Business Automobile Liability: <span style="color: red;">Applicable for this contract</span> Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence
5. Professional Liability (Claims-made basis)  To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$ 1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Umbrella or Excess Liability Coverage	\$ 1,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
Additional Requirements: NA	

### SCOPE OF SERVICES:

The City of San Antonio (City), Public Works Department (Public Works) is seeking Statements of Qualifications (hereafter referred to as "SOQs") from qualified consultant firms (Respondents) interested in providing professional condition assessment collection and survey service, data processing and analysis necessary to produce the first sidewalk condition assessment for the city of San Antonio.

**EXHIBIT C**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**  
**PROGRAM CONTRACT PROVISIONS**

**FY24 COSA Sidewalk Condition Assessment**

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this contract. CONSULTANT hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement.

**Please note** that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>.

**M/WBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 4. (e), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONSULTANT agrees to subcontract or self-perform at least **fifteen percent (15%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). If the Prime CONSULTANT is a certified M/WBE firm, then the CONSULTANT is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime CONSULTANT does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

The CONSULTANT shall submit a **Subcontractor/Supplier Commitment Form** to City with its response for this contract. Failure to include a completed, signed copy of the Subcontractor/Supplier Commitment Form acknowledging the subcontracting goal(s) for this solicitation will render this response NON-RESPONSIVE. *During or after the price proposal phase as determined by the City*, the CONSULTANT agrees to submit a Subcontractor/ Supplier Utilization Plan with the names of the certified SBE, M/WBE and AABE Sub-consultants to be used by CONSULTANT on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE, M/WBE and AABE Sub-consultant, and documentation including a description of each SBE, M/WBE and AABE Sub-consultant's scope of work and confirmation of each SBE, M/WBE and AABE Sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO *during or after the price proposal response (as determined by the City)*, failure of a Prime CONSULTANT to attain this SBE, M/WBE and AABE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONSULTANT to attain subcontracting goal(s) for SBE, M/WBE and AABE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal(s) of 15% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio **Architecture and Engineering** industry, as reflected in the City's Centralized Vendor Registration system for the month of August 2023, African-American owned firms represent approximately 2.70% of available sub-consultants, Hispanic-American firms represent approximately 9.30%, Asian-American firms represent approximately 1.27%, Native American firms represent approximately 0.07%, and Women-owned firms represent approximately 4.57% of available **Architecture & Engineering** sub-consultants.

#### C. Solicitation Response and Contract Requirements and Commitment

Consultant understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Consultant commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) *during or after the price proposal response (as determined by the City)*. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with

the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

**Exception Request** - A Consultant may, for good cause, request an Exception to the application of the SBEDA Program if the Consultant submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) **with its solicitation response**. The Consultant's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### D. SBEDA Program Compliance – General Provisions

As CONSULTANT acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONSULTANT's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONSULTANT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONSULTANT shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of Sub-consultants, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its sub-consultants with this term.
2. CONSULTANT shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONSULTANT or its sub-consultants or suppliers;
3. CONSULTANT shall permit the SBO, upon reasonable notice, to undertake inspections as

necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-consultants and workers to determine whether there has been a violation of the terms of this Agreement.

4. CONSULTANT shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONSULTANT's Sub-consultant / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Sub-consultant / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-consultant / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Sub-consultant or supplier, substitutions of new Sub-consultants, terminations of previously designated Sub-consultants, or reductions in the scope of work and value of work awarded to Sub-consultants or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONSULTANT shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONSULTANT shall retain all records of its Sub-consultant payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum 7of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONSULTANT's Sub-consultant / Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE or HUBZone Subconsultant(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONSULTANT acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONSULTANT for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONSULTANT has represented to CITY which primary commodity codes each Sub-consultant will be performing under for this contract. CITY recommends all Sub-consultants to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONSULTANT acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract
2. Withholding of funds
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance
4. Refusal to accept a response or proposal
5. Disqualification of CONSULTANT or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-consultants, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances

of such discrimination. The company shall provide equal opportunity for Sub-consultants, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONSULTANT shall incorporate this clause into each of its Sub-consultant and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Sub-consultants, including HUBZone Sub-consultants, to ensure that the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its Sub-consultants in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONSULTANT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONSULTANT, and no new CITY contracts shall be issued to the CONSULTANT until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected

Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent’s previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

**City** – refers to the City of San Antonio, Texas.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with

respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are

factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other

substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City’s issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm’s beneficial participation in the City’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority

women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Ordinance is not inclusive of MBEs.

## Utilization Plan Summary Worksheet

General Information				GSC API(s) Applied										
				Prime Points	Pts.	Subcontracting Goals		%	Joint Venture		Yes/No			
<u>Contract Name:</u>	FY24 COSA Sidewalk Condition Assessment			SBE Points		SBE Subcontracting Goal			SBE JV Program					
<u>Originating Department:</u>	Public Works			M/WBE Points		M/WBE Subcontracting Goal		15.00%	M/WBE JV Program					
<u>Project Manager:</u>	Sandra Rios			ESBE Points		AABE Subcontracting Goal			SBE JV Incentives					
<u>Submittal Date:</u>	2024-01-19			E/MWBE Points		Solicitation Type: RFQ			M/WBE JV Incentives					
<u>Forms Submitted:</u>	Commitment Forms			HUB Zone Points				Mentorship Applied						
									Minority Distributorship					
	Contractor Name	Bid Amount	UP Submitted (Yes/No)	Responsive (Yes/No)	SBE Utilization	M/WBE Utilization	AABE Utilization	Total Points	SBE Points	M/WBE Points	ESBE Points	E/MWBE Points	Pre-Bid (Yes/No)	Comments
1	Citian, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
2	Westwood Professional Services, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	NO	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
3	AG3 Group, LLC	\$1.00	YES	YES	100.00%	100.00%	0.00%	0	0	0	0	0	YES	1. Prime is a certified S/M/W/HA/ESBE. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
4	Pape-Dawson Engineers, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	NO	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
5	IMS Infrastructure Management Services	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
6	Michael Baker International, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
7	StreetScan, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
8	WGI, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
9	PIM CS, LLC	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	NO	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
10	Mendez Engineering	\$1.00	YES	YES	100.00%	100.00%	0.00%	0	0	0	0	0	NO	1. Prime is a certified S/M/HA/ESBE. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
11	IDCUS Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
12	Roadway Asset Services, LLC	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.

13	Maestas & Associates, LLC	\$1.00	YES	YES	100.00%	100.00%	0.00%	0	0	0	0	0	NO	1. Prime is a certified S/M/HA/ESBE. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
14	Gonzalez, Kypuros and White, Inc.	\$1.00	YES	YES	100.00%	100.00%	0.00%	0	0	0	0	0	YES	1. Prime is a certified S/M/HA/ESBE. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
15	Quality Counts	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	NO	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.
16	Half Associates, Inc.	\$1.00	YES	YES	0.00%	0.00%	0.00%	0	0	0	0	0	YES	1. Prime is not certified. 2. Committed to meet the subcontracting goal. 3. No vendor waiver or exception submitted.

Reviewed and Approved Signature(s):

 2024-01-23  
 Sr. EDD Specialist, Small Business Office

 1/24/24  
 EDD Manager, Small Business Office

  
 EDD Administrator, Small Business Office

**EXHIBIT D  
AMENDMENTS**



## **ADDENDUM NO. I**

**SUBJECT:** Request for Qualifications – 2024 Sidewalk Condition Assessment

**RFQ#:** 2024-032

**FROM:** Jonathan Miranda, Procurement Administrator

**DATE:** December 22, 2023

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS**

This addendum is separated into sections for convenience; however, all Respondents, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The Respondent shall be required to acknowledge the receipt of this addendum.

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1. The following changes and/or additions to the Contract Documents, via this addendum, shall apply to submittals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the addendum shall be taken by all interested parties and all trades affected shall be fully advised in their performance of the work involved.

#### **GENERAL INFORMATION:**

1. Pre-Submittal Conference Presentation is attached
2. Pre-Submittal Conference Sign-In Sheet is attached

#### **QUESTIONS SUBMITTED ON CIVCAST IN ACCORDANCE WITH SECTION VIII, RESTRICTION OF COMMUNICATIONS:**

- Question 1: The RFQ requires an initial dataset assessment between 5 and 10 miles in at least 5 different districts to be reviewed by the City. How long would the City take to review such sample and provide feedback?  
Response: The RFQ does have an initial review of data to ensure the proper features and parameters are being collected and processed. This is typical and industry standard of assessment activities. The assessment review can be completed in under 2-weeks by city staff.
- Question 2: Horizontal discontinuity: are surface distortions or potholes examples of horizontal discontinuities?  
Response: Not particularly, but it is likely the best common analogy. A common horizontal discontinuity would be an elongated and separated crack that leaves a void or gap that has no surface. San Antonio is infamous for the expansive soil that leaves large gaps in soil and pavement breaks.

- Question 3: Cross slope score: on how many locations per segment would the vendor need to measure cross slope?  
Response: The vendor will propose a methodology for evaluating the slope, and the slope "score". Our only interest is that the score should be a reasonable indication of the segment. For example, a typical 250-ft half block, evaluated at 10 points (25 ft intervals) along the block and averaged would be a reasonable proposal. 50 or 75-ft intervals would likely not be considered reasonable.
- Question 4: If a segment has no ramps, running slopes would not be required, correct? If we were to break long segments into half blocks segments, some of those could definitely have ramps.  
Response: The running slope characteristic is limited to departure from ramps, and since not all segments will have ramps this will in some instances be a null value. This is just one component of the overall score; the likely default value would be presumed to be "1.0" and unaffected the overall score.
- Question 5: For the 'initial' dataset of 5-10 miles, is that 5-10 miles in each of the 5 districts, or a total of 5-10 miles in all 5 districts combined? a. Please clarify what the City intends the budget for the project to be (i.e., negotiated fee, construction cost, etc.)  
Response: The intention is to gather an initial dataset in a variety of environments (hence the 5 district); but 5-10 miles total of initial data is presumed to be sufficient to evaluate the data. See question #1.
- Question 6: Regarding page 5 (permits), will the City assist with required permits and procedures?  
Response: We will provide information and access; the vendor will have to apply for any no-fee Right of Way permits if a lane is to be occupied. We will assist with the ROW section to coordinate any area permits.
- Question 7: The files seem to be labeled incorrectly, so Form 5 -SBEDA Utilization Commitment Form is not one of the docs to download.  
Response: Files have been reloaded.
- Question 8: Missing Exhibit A and Documents are miss labeled.  
Response: Please see question #7.
- Question 9: Can a breakdown be provided for each phase identifying the lane miles by either class or number of lanes?  
Response: Shape files will be available upon negotiations with the selected firm.
- Question 10: Can you clarify whether we're permitted 3 or 5 project sheets? The RFP lists 3, but the Prebid presentation lists 5.  
Response: Page 8, the solicitation states there are "maximum of three (3) project sheets". This is the correct amount firms must follow. Presentation has been corrected.
- Question 11: Does the City have shapefiles or a .csv database for the entire sidewalk network that they can share? Can those be made available now to assist with developing an accurate collection plan to submit in the proposal?  
Response: Please see question #9.
- Question 12: Can the Vendor make the data available via a web interface instead of delivering hard drives, with the option to deliver on hard drives if needed?  
Response: If the information can be readily downloaded from the web location in a useable and proper format, this is sufficient.
- Question 13: Can the City provide a sample geo-database with their attributes and naming conventions at this time?  
Response: Please see question #9.

- Question 14: Are certain vehicles such as ATV's, golf carts, or e-scooters acceptable and legal to use as data collection equipment on the sidewalks? If so, are there any specification limitations or requirements?  
Response: The device should fit on the sidewalk, not cause damage to the sidewalk or surrounding property, must be operated in a safe manner, and be courteous to pedestrians.
- Question 15: Is there an enterprise GIS software that the City uses and prefers?  
Response: COSA uses ESRI Arc Map and related software.
- Question 16: Is it the City's intent on having the vendor collect the entire sidewalk network for Phases 1, 2 and 3 (approximately 5,340 miles) in the initial 1-year contract? Or would Phase 1 be collected in Year 1, Phase 2 in Year 2, etc.?  
Response: We assess that the current funded value (\$500K) will only pay for Phase I. The contract is written so that options can be exercised for Phase II and III, which we have programmed for subsequent fiscal years but may also be funded if there are program savings available later in the fiscal year.
- Question 17: The SOW Requirements section references an existing Linear Shapefile of existing Sidewalks. Will the City provide the referenced Shapefile for review prior to the proposal submission deadline?  
Response: Please see question #9.
- Question 18: Does the City have an existing inventory or geographic dataset of known curb ramp locations?  
Response: We do have limited point data for ramp locations. It is largely incomplete.
- Question 19: Does the City own/maintain any sidewalks residing within railroad property or ROW aside from at-grade crossings?  
Response: There are several sidewalks that cross railroad ROW. Most terminate at the railroad ROW line due to the difficulty of coordinating infrastructure with the railroads.
- Question 20: Does the City own/maintain any sidewalks included in this project that are only accessible via pedestrian access (e.g. – pedestrian overpass, underpass, stairway, etc.)?  
Response: There are several pedestrian overpasses/underpasses (inaccessible to vehicles), but the overwhelming majority are adjacent to roads. Due to the limited nature of these features, manual methods could be employed as an exception.
- Question 21: Will the City please confirm the forms and exhibits are accurately named/uploaded? All of the forms and exhibits seem to be mis-labeled.  
Response: Please see question #7.
- Question 22: What precision is needed on the horizontal displacement, vertical displacement, running slope, and cross slope measurements?  
Response: The ADA refers to a 0.25-in sharp discontinuity as an obstruction, and a 0.5-in angled discontinuity as an obstruction; so to capture this data the survey must therefore be able to detect a 0.25-in sharp discontinuity.
- Question 23: Is the City requiring (or preferring) an on-sidewalk manual measurement or remote measurement using LiDAR?  
Response: COSA is interested in a condition score based on physical conditions. We have no preference as to the methodology as long as the result can be traced back to actual physical and measurable conditions.
- Question 24: Does the City have restrictions regarding use of bicycles, golf-carts, segways, etc. on sidewalks within the City for data collection? This restriction could be to all City sidewalks or only certain areas (such as the Central Business District).  
Response: Please see question #14.

- Question 25: Of the required forms, which ones are required from subcontractors in addition to the prime contractor (CIQ, CIQ-A, 1295, all other required forms, etc.)?  
Response: Completed Contract Disclosure Form and Litigation Disclosure Forms are required for both prime and subconsultant(s).
- Question 26: Can the City provide links to the specific DOJ and PROWAG standards required to ensure we incorporate the exact standards the City intends?  
Response: Federal ADA and PROWAG standards are commonly available, and are expected to be familiar to the vendor.
- Question 27: Will the City accept multiple inspection methods from a single respondent? Certain methods may be more conducive to certain areas of the city based on sidewalk age, density, or heavy use of pedestrians.  
Response: See question #23, the means and methods are up to the vendor's discretion, and multiple means based on conditions would likely be considered a stronger proposal.
- Question 28: On page 9 of the RFP, under item 8 of subsection 2 of Section A (Experience, Background, Qualifications, etc.), "Representative's Phone Number" is listed twice. Please clarify if this is a typo or if the City is requesting something specific with the repetition.  
Response: Disregard second request for "Representative's Phone Number" under Section V., subsection A.2.
- Question 29: Does San Antonio have any terrestrial LiDAR scans of its roadway network? If so, of what quality?  
Response: COSA does have terrestrial LiDAR of the roadway, but these were taken at the center of the roads and yield little useable information about the sidewalks.
- Question 30: Can you describe San Antonio's current ROW asset management system? Is it a homegrown system or a contracted product?  
Response: COSA has an Asset Management section, which is presently attempting to understand and program projects to meet specified system goals. We use GIS and are transitioning to Cartegraph. This data set will greatly expand the ability to program projects to address system deficiencies.
- Question 31: When did the City last collect sidewalk and/or pedestrian infrastructure asset data, even if not comprehensively? Will this prior data be available to the selected vendor?  
Response: The city contracted in 2015 a system-wide survey of existing sidewalks, from which was generated the existing segment data for sidewalks that exist or do not exist. No attributes were collected at that time. Subsequently, COSA used in-house and intern labor to collect sidewalk point distresses; but that data was not necessarily consistent and does not translate well into a condition score.
- Question 32: Should the required DBE vendor be a local vendor as well?  
Response: Requirement for this RFQ is SBEDA is 15% subcontracting goal. This RFQ does not require DBE Forms.
- Question 33: What pedestrian infrastructure assets need to be surveyed? We understand the assets listed in listed in the RFP are Sidewalks Curb Ramps Obstructions (utility cabinets, poles, hydrants, etc.) Optional: Curbs Retaining walls Driveway approaches Are there any other additional assets that require collection? Will bonus consideration be given to firms that can extract a broader array of assets? Such as: Bus stops Crosswalks Pedestrian signals Bike facilities Traffic signs/signposts  
Response: Following the selection of a vendor, we will enter into negotiations on pricing. There will be a per mile rate for the minimum criteria that the city has committed to pay; negotiations will determine if the vendor can offer a fair and reasonable price or not (if negotiations are not successful the city will proceed to the next selectee). Depending on the pricing and funds availability, the city may Additionally elect to pay for additional feature data that the vendor may be able to collect (some examples are listed in the RFP, but this is not an exclusive list). The decision to select and pay for additional data will be based on the relative value of the data with respect to its price, and the funds availability. The availability of additional feature data (at a cost) can make the proposal more robust; but is not required.

- Question 34: Does the City require Continuous Running Slope and Cross Slope measurements, or will discrete measurements at a reasonable interval be sufficient?
- Response: See question #3, the output of this will be a representative subscore--so the only interest is that the sample rate is sufficient to characterize the segment. It is presumed that there will be a sampling interval.
- Question 35: How does the City intend to maintain this sidewalk inventory after compilation? Does the city anticipate developing a workflow to maintain the sidewalk asset inventory?
- Response: The city will program projects to address the sidewalks that have the largest impact on pedestrian traffic and mitigate the most severe obstacles. After those projects are completed, the scores will be updated. A degradation curve may be applied to simulate deterioration.
- Question 36: Outside of ADA and PROWAG, what standards should the vendor leverage when assessing compliance?
- Response: The city has attempted to promote a "walkability" standard to make repairs of the most severe obstacles; but has not defined this standard.
- Question 37: Does San Antonio anticipate this sidewalk inventory to be used by other teams and departments across the City? If so, where in its response should a respondent describe how their approach fosters and facilitates cross-departmental and cross-jurisdictional collaboration?
- Response: Assessing the condition of infrastructure is a significant step in planning and restoring the same, and the city is aware of the subsequent effects of this assessment. Please focus your efforts on the task described in the RFQ.

END OF ADDENDUM No. 1

  
\_\_\_\_\_  
Jonathan Miranda  
Procurement Administrator  
Finance Department – Procurement Division



## ADDENDUM NO. II

**SUBJECT:** Request for Qualifications – 2024 Sidewalk Condition Assessment

**RFQ#:** 2024-032

**FROM:** Jonathan Miranda, Procurement Administrator

**DATE:** January 10, 2024

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS**

This addendum is separated into sections for convenience; however, all Respondents, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The Respondent shall be required to acknowledge the receipt of this addendum.

1. The following changes and/or additions to the Contract Documents, via this addendum, shall apply to submittals made for and to the execution of the various parts of the work affected thereby.
2. Careful note of the addendum shall be taken by all interested parties and all trades affected shall be fully advised in their performance of the work involved.

#### **GENERAL INFORMATION:**

1. Submittal Checklist and Table of Contents Form 1 (Revised ) is attached
2. Heat Illness Prevention Acknowledgement Form 6 is attached
3. Local Preference Program Identification Form 7 is attached
4. Veteran-Owned Small Business Program Tracking Form 8 is attached

END OF ADDENDUM No. 2

DocuSigned by:

*Jonathan Miranda*

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Jonathan Miranda  
Procurement Administrator  
Finance Department – Purchasing Division

## FORM 1 SUBMITTAL CHECKLIST AND TABLE OF CONTENTS

The materials and information listed on this checklist must be uploaded as part of the submittal. Failure to upload/submit any of the requested materials may eliminate the submittal from consideration.

**Materials shall be included in the submittal in the order identified on this checklist. The items in this section must be uploaded as one PDF document.**

Page No.	Form No.	Form Title
	Form 1	Submittal Checklist and Table of Contents - Indexed and labeled as Tab "1"
	No Form	Executive Summary – Indexed and labeled as Tab "2"
	Exhibit A & B	Contract Template and General Conditions Review – Indexed and labeled as Tab "3"
	No Form	Letters of Reference – Indexed and labeled as Tab "4"
	No Form	<b>Statement of Qualifications:</b>
		<b>Criteria A:</b>
		Experience - Indexed and labeled as Tab "5"
		Project Sheets – Indexed as Tab "6"
		Proposed Key Personnel/Organizational Chart – Indexed and labeled as Tab "7"
		Resumes – Indexed and labeled as Tab "8"
		<b>Criteria B:</b>
		Project Understanding – Indexed and labeled as Tab "9"
		Proposed Management Plan – Indexed and labeled as Tab "10"
		Commitment to Green Building and Sustainability – Indexed and labeled as Tab "11"
		<b>Criteria C:</b>
		Experience with San Antonio Region & Past Performance - Indexed and labeled as Tab "12"

**The following items must be uploaded / submitted individually.**

Page No.	Form No.	Required Forms Packet
	Form 2	Submittal Cover/Signature Sheet
	Form 3	Contracts Disclosure Form
	Form 4	Litigation Disclosure Form
	Form 5	SBEDA Utilization Commitment Form
	Form 6	Heat Illness Prevention Acknowledgement Form
	Form 7	Local Preference Program Identification Form
	Form 8	Veteran-Owned Small Business Program Tracking Form
	No Form	Proof of Insurability
	Form 1295	Certificate of Interested Parties TEC Form 1295

## HEAT ILLNESS PREVENTION ORDINANCE ACKNOWLEDGEMENT (FORM 6)

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

To comply with the Heat Illness Prevention Ordinance, respondents/bidders are required to submit this acknowledgement form as part of their response to City solicitations, where this ordinance may be applied.

1. Respondent/Bidder acknowledges that, as an employer, Respondent/Bidder is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.
  
2. Respondent/Bidder acknowledges that the San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

3. Respondent/Bidder  **agrees**  **does not agree** to adhere to the City's Heat Illness Prevention Ordinance. Respondent's/Bidder's agreement to adhere to the City's Heat Illness Prevention Ordinance may constitute Respondent's/Bidder's "heat safety plan" or Respondent/Bidder may choose to submit one with this Acknowledgement.

**Project/Solicitation Name & No.: 2024 SIDEWALK CONDITION ASSESSMENT**  
**RFQ: 23-032 | PROJECT NUMBER: 23-032**

**Acknowledged:**



**(Signature) Authorized Representative of Respondent/Bidder**

Bart Williamson

**(Print Name) Authorized Representative of Respondent/Bidder**

Chief Executive Officer

**Title**

Roadway Asset Services, LLC

**Contractor/Firm Name**

1/12/2024

**Date**