

AN ORDINANCE 2018-02-08-0073

**RATIFYING A CONTRACT WITH AMERICAN FIRE PROTECTION GROUP, INC. TO INSTALL A NEW UNDERGROUND PIPELINE AT THE TOWER OF THE AMERICAS FOR A TOTAL COST OF \$195,684.00, FUNDED FROM UTILITY COST SAVINGS IN THE CENTER CITY DEVELOPMENT AND OPERATIONS' FY 2017 GENERAL FUND APPROPRIATIONS.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by American Fire Protection Group, Inc. to provide the City of San Antonio Center City Development and Operations Department with a new underground pipeline in order to supply water to the fire protection sprinkler system for the Tower of the Americas for a total cost of \$195,684.00; and

**WHEREAS**, the new underground pipeline became necessary because of a sudden break in the existing pipeline, resulting in a total loss of fire protection for the Tower; and

**WHEREAS**, due to the exigent circumstances, installation of a new underground pipeline has been completed; and

**WHEREAS**, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(3), which provides for a procurement necessary because of unforeseen damage to public machinery, equipment, or other property; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The contract with American Fire Protection Group, Inc. to provide the City of San Antonio Center City Development and Operations Department with a new underground pipeline in order to supply water to the fire protection sprinkler system at the Tower of the Americas for a total cost of \$195,684.00 is hereby ratified. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit A**.

**SECTION 2.** Funding for this ordinance in the amount of \$195,684.00 is available in Fund11001000, Cost Center 1903020001 General Ledger 5204050 as part of the Fiscal Year 2017 Carry Forward.

**SECTION 3:** Payment not to exceed the budgeted amount is authorized to American Fire Protection Group, Inc. and should be encumbered with a purchase order.


**SECTION 4:** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP

LOC/ag  
2/8/18  
Item No. 5

Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

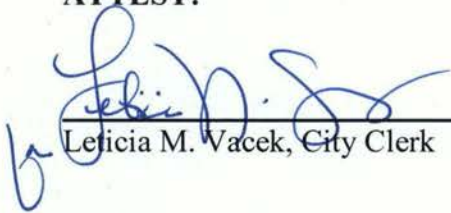
**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED** this 8<sup>th</sup> day of February, 2018.



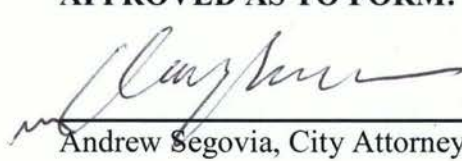
**M A Y O R**  
Ron Nirenberg

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Andrew Segovia, City Attorney

|                     |                                                                                                                                                                                                                                                                                                                                                                                                  |                    |            |            |                |               |               |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Agenda Item:</b> | 5 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19A, 19B, 20A, 20B, 20C, 20E, 20H, 20L, 20M, 20P )                                                                                                                                                                                                                                                                               |                    |            |            |                |               |               |
| <b>Date:</b>        | 02/08/2018                                                                                                                                                                                                                                                                                                                                                                                       |                    |            |            |                |               |               |
| <b>Time:</b>        | 09:51:22 AM                                                                                                                                                                                                                                                                                                                                                                                      |                    |            |            |                |               |               |
| <b>Vote Type:</b>   | Motion to Approve                                                                                                                                                                                                                                                                                                                                                                                |                    |            |            |                |               |               |
| <b>Description:</b> | Ordinance ratifying a contract with American Fire Protection Group, Inc. to install a new underground pipeline at the Tower of the Americas for a total cost of \$195,684.00, funded from utility cost savings in the Center City Development and Operations' FY 2017 General Fund appropriations. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance] |                    |            |            |                |               |               |
| <b>Result:</b>      | Passed                                                                                                                                                                                                                                                                                                                                                                                           |                    |            |            |                |               |               |
| <b>Voter</b>        | <b>Group</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Not Present</b> | <b>Yea</b> | <b>Nay</b> | <b>Abstain</b> | <b>Motion</b> | <b>Second</b> |
| Ron Nirenberg       | Mayor                                                                                                                                                                                                                                                                                                                                                                                            |                    | x          |            |                |               |               |
| Roberto C. Treviño  | District 1                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               | x             |
| William Cruz Shaw   | District 2                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Rebecca Viagran     | District 3                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Rey Saldaña         | District 4                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Shirley Gonzales    | District 5                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Greg Brockhouse     | District 6                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Ana E. Sandoval     | District 7                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| Manny Pelaez        | District 8                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                |               |               |
| John Courage        | District 9                                                                                                                                                                                                                                                                                                                                                                                       |                    | x          |            |                | x             |               |
| Clayton H. Perry    | District 10                                                                                                                                                                                                                                                                                                                                                                                      |                    | x          |            |                |               |               |

LOC/ag  
2/8/18  
Item No. 5

# EXHIBIT A





**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.: 6100009403

TOWER OF THE AMERICAS - PIPE RELOCATION

Date Issued: AUGUST 22, 2017

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**10:00 AM, CT, AUGUST 24, 2017**

Responses may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
Purchasing & General Services  
Riverview Tower  
111 Soledad, Fifth Floor, Suite 500  
San Antonio, Texas 78205

Mailing Address:  
Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope  
"TOWER OF THE AMERICAS - PIPE RELOCATION"  
Offer Due Date: 10:00 A.M., CT, AUGUST 24, 2017  
RFO No.: 6100009403  
Offeror's Name and Address

Bid Bond: No      Performance Bond: YES      Payment Bond: YES      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:      DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on N/A

Staff Contact Person: MARIA BLAKE, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966  
Email: MARIA.BLAKE@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

**002 - TABLE OF CONTENTS**

002 - TABLE OF CONTENTS..... 2  
003 - INSTRUCTIONS FOR OFFERORS ..... 3  
004 - SPECIFICATIONS / SCOPE OF SERVICES ..... 8  
005 - SUPPLEMENTAL TERMS & CONDITIONS ..... 12  
006 - GENERAL TERMS & CONDITIONS ..... 18  
007 - SIGNATURE PAGE ..... 23  
008 - STANDARD DEFINITIONS ..... 24  
009 - ATTACHMENTS ..... 25



## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.



Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

#### Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

#### Changes to RFO.



Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

#### Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it



will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.



Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit 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. An 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: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

**SCOPE:** The City of San Antonio is requesting an offer from American Fire Protection Group, Inc. for the labor, equipment, and materials needed to install underground piping and tie it to the existing pipe at the base of the Tower of the Americas, located at 600 Hemisfair Plaza Way, San Antonio, TX, 78205, in accordance with the specifications listed herein.

Project Start Date: August 22, 2017  
Project Completion Date: September 13, 2017

### 4.1 GENERAL SPECIFICATIONS:

Contractor shall install and repair underground piping at the Tower of the Americas. Work will include, but not be limited to:

- 4.1.1 Tie new underground piping to the existing pipe at the base of the Tower. See Exhibit 1A – 1E.
  - 4.1.1.1 Excavation will begin outside the South Pump Room (SPR) shown in Exhibit 1A and Exhibit 1B
  - 4.1.1.2 From SPR, excavation will continue through to the walkway shown in Exhibit 1C, which runs perpendicular to the parking lot shared with the Institute of Texan Cultures.
  - 4.1.1.3 Excavation will continue along the paved walkway underneath the bridge and through the middle of the Tower center walk area, shown in Exhibit 1D.
  - 4.1.1.4 Excavation continues through the center walk area pavers and to the Entrance of the Tower of the Americas shown in Exhibit 1E.
  - 4.1.1.5 Contractor will remove brick pavers along the route of excavation.
- 4.1.2 New schedule 40/280 linear feet of 6" high pressure ductile iron piping with field lock gaskets/underground piping shall be installed, hydro-tested, inspected, and approved by proper authorities and the City's Department Manager, before tying to the existing pipe at the Tower.
- 4.1.3 Once new piping is tied to the base of the Tower piping, the entire system will be tested, flushed, and put back in service.
- 4.1.4 Contractor will leave the existing underground piping in place that is being replaced with the new piping, but it will not be utilized once the new piping is in service.
- 4.1.5 Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work.
- 4.1.6 Contractor shall hold all proper and current licenses and bonds. In addition, the contractor is responsible for obtaining all required permits and inspections.
- 4.1.7 Quoted prices shall reflect all associated costs including, but not limited to, material, associated accessories, freight, storage, preparation, installation, disposal fees and clean up.
- 4.1.8 Emergency Stop Order: In case of an emergency, the City may order the contractor to stop work on the project and clear the area of all personnel and equipment. The contractor shall comply with such order with all possible speed.
- 4.1.9 Contractor shall provide full time supervision and properly skilled craftsman to perform the work required. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.
- 4.1.10 Before ordering any material or doing any work, the contractor shall verify all required measurements and shall be responsible for correctness of the same. No exchange or compensation will be allowed on account of differences.



4.1.11 Worksite Address and City's Point of Contact are as follows:

**Worksite Address:**  
 Tower of the Americas  
 600 Hemisfair Plaza Way  
 San Antonio, TX 78205

**City of San Antonio Point of Contact**  
 Lincoln St. George  
 (210) 207-7895  
 Lincoln.StGeorge@SanAntonio.gov

**ITEM 1: MAINTENANCE: PUMP HOUSE BUILDING**

**A. Labor**

| ITEM: 1A | Description              | UOM | Estimated Quantity |
|----------|--------------------------|-----|--------------------|
| 1)       | One Sprinkler Foreman    | HR  | 80                 |
| 2)       | One Sprinkler Apprentice | HR  | 80                 |

**B. Material**

| ITEM: 1B | Description                                          | UOM | Estimated Quantity |
|----------|------------------------------------------------------|-----|--------------------|
| 1)       | 294 Linear Feet of 6" high pressure Schedule 40 pipe | EA  | 1                  |
| 2)       | High Pressure 6" fittings and couplings              | EA  | 1                  |

**C. Equipment Rental**

| ITEM: 1C | Description                             | UOM | Estimated Quantity |
|----------|-----------------------------------------|-----|--------------------|
| 1)       | 19' Scissor Lift Rental – 2 week Rental | EA  | 1                  |

**D. Temporary Fire Department Connection at Base of Tower**

| ITEM: 1D | Description              | UOM | Estimated Quantity |
|----------|--------------------------|-----|--------------------|
| 1)       | One Sprinkler Foreman    | HR  | 8                  |
| 2)       | One Sprinkler Apprentice | HR  | 8                  |
| 3)       | 6" Pipe and fittings     | EA  | 1                  |

**ITEM 2: UNDERGROUND FIRE LINE MATERIAL**

**A. Labor**

| ITEM: 2A | Description                                      | UOM | Estimated Quantity |
|----------|--------------------------------------------------|-----|--------------------|
| 1)       | One Utility Foreman                              | HR  | 90                 |
| 2)       | Two Utility Equipment Operators at 90 hours each | HR  | 180                |
| 3)       | Two Utility Pipe Layers at 90 hours each         | HR  | 180                |
| 4)       | One Utility Laborer                              | HR  | 90                 |

**B. Material**

| ITEM: 2B | Description                                                           | UOM | Estimated Quantity |
|----------|-----------------------------------------------------------------------|-----|--------------------|
| 1)       | 280 Linear Feet of 6" High Pressure Ductile Iron w/field lock gaskets | EA  | 1                  |
| 2)       | Two (2) Rolls Poly Wrap                                               | EA  | 1                  |
| 3)       | Four (4) Rolls of 2" Poly Tape                                        | EA  | 1                  |
| 4)       | 88 Tons of Grade 5 Rock                                               | EA  | 1                  |
| 5)       | 77.5 Cylinders of Flow Fill                                           | EA  | 1                  |
| 6)       | 12 Cylinders of Concrete – 3000psi                                    | EA  | 1                  |
| 7)       | 1 LS. Rebar and Expansion Joint Material                              | EA  | 1                  |
| 8)       | 25 Bags of Concrete Mix                                               | EA  | 1                  |
| 9)       | 6" Underground MJ Fittings w/Mega Lugs                                | EA  | 1                  |

**C. Equipment Rental**

| ITEM: 2C | Description                         | UOM | Estimated Quantity |
|----------|-------------------------------------|-----|--------------------|
| 1)       | 1 Backhoe Rental for 90 hours       | EA  | 1                  |
| 2)       | 1 Mini Excavator Rental for 2 weeks | EA  | 1                  |
| 3)       | 1 Skid Steer Rental for 2 weeks     | EA  | 1                  |
| 4)       | 1 Hammer Drill Rental for 1 week    | EA  | 1                  |
| 5)       | 1 Generator Rental for 1 week       | EA  | 1                  |
| 6)       | 1 - 2" Ditch Pump                   | EA  | 1                  |
| 7)       | 1 LS. Barricade                     | EA  | 1                  |
| 8)       | 1 LS. Steel Plate                   | EA  | 1                  |

**D. Night Work and/or Over-Time**

| ITEM: 2D | Description                                       | UOM | Estimated Quantity |
|----------|---------------------------------------------------|-----|--------------------|
| 1)       | 1 Crew for 2 weeks                                | EA  | 1                  |
| 2)       | 2 Light Stands (Night work Equipment) for 2 weeks | EA  | 1                  |
| 3)       | 10 Metal Street Plates for 2 weeks                | EA  | 1                  |

**ITEM 3: FIRE SPRINKLER, DESIGN, AND PERMIT**

| ITEM: 3 | Description           | UOM | Estimated Quantity |
|---------|-----------------------|-----|--------------------|
| 1)      | Design Engineer       | HR  | 40                 |
| 2)      | Fire Sprinkler Permit | EA  | 1                  |
| 3)      | Project Management    | EA  | 1                  |



## **4.2 CONTRACTOR RESPONSIBILITIES:**

- 4.2.1 **Labor and Equipment:** The contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the City.
- 4.2.2 **Uniform and ID Badges:** Ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times. At the City's request, the contractor may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years.
- 4.2.3 **Quoted Contractor Vehicle(s) Logo:** The contractor's vehicle(s) must be clearly marked with the contractor's name. Vehicle(s) must be easily identified by a company logo.
- 4.2.4 **Protection of Work and Property:** The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor, at his expense, shall protect and be responsible for any damage to adjacent property
- 4.2.5 **Safety Equipment:** The contractor shall observe the actual working conditions and provide any safety equipment, including, but not limited to, barricades for the safety of the public and City staff while performing services.
- 4.2.6 **Work Site:** The contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons or other debris. All debris, old materials, and trash resulting from the specified work are considered property of the contractor. The contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations.

## **4.3 CONTRACT EXCLUSIONS:**

- 4.3.1 Re-installment of brick pavers
- 4.3.2 Fire watch while sprinkler system is down
- 4.3.3 Damage to existing landscape during the installation; however, AFPG shall make every attempt not to damage landscape during installation
- 4.3.4 Cutting, patching, or painting walls or ceilings
- 4.3.5 Staining and/or matching the existing concrete
- 4.3.6 Contractor is not responsible for leaks on existing system, other than piping installed by Mutual Sprinklers, dba American Fire Protection Group, Inc.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

## INSURANCE

A) 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 Finance Department, which shall be clearly labeled "TOWER OF THE AMERICAS - PIPE RELOCATION" 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. The 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. The 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 Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The 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.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the 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 following types and for an amount not less than the amount listed below:

| TYPE                                                                                                                                                                                                                                                                                                             | AMOUNTS                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Workers' Compensation<br>2. Employers' Liability                                                                                                                                                                                                                                                              | Statutory<br>\$1,000,000/\$1,000,000/\$1,000,000                                                                                                                                                                   |
| 3. Commercial General Liability Insurance to include coverage for the following:<br>a. Premises/Operations<br>b. Products/Completed Operations<br>c. Personal/Advertising Injury<br>d. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability.<br>g. Explosion, Collapse, Underground | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage                                    |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles                                                                                                                                                                                                       | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence                                                                                                     |
| 5. Professional Liability (Claims-made basis)<br>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. Builder's Risk (if applicable)                                                                                                                                                                                                                                                                                | All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.                                                                               |
| 7. Commercial Crime/Employee Dishonesty (Or Fidelity Bond in same amount)                                                                                                                                                                                                                                        | \$1,000,000 per occurrence                                                                                                                                                                                         |

D) 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 the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the 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.

E) 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: Finance Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) 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 the City, 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 the City, with the exception of the 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.
- 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.

G) 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.

H) 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.

I) 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.

J) 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.

K) 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..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government



Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Price Schedule
- Attachment B – Local Preference Program Identification Form
- Attachment C – Veteran Owned Small Business Preference Program (VOSBPP) Ordinance
- Attachment D – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment E – HB 1295 Certificate of Interested Parties
- Attachment F – Prevailing Wages
- Attachment G – Non-Discrimination Ordinance Language
- Exhibits 1A – 1E – Photos of Work Location

PREVAILING WAGE RATES.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment H – Prevailing Wages.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio  
Transportation and Capital Improvements Department  
Labor Compliance Office  
114 W. Commerce, 9<sup>th</sup> Floor  
San Antonio, Texas 78205  
Phone: (210) 207-2146

[laborcomplianceoffice-lco@sanantonio.gov](mailto:laborcomplianceoffice-lco@sanantonio.gov)



## WORKERS' COMPENSATION.

### Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;



provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

obtain from each other person with whom it contracts, and provide to the contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.



## 006 – GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

#### Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.



This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

#### Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

#### INDEMNIFICATION.

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of 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 CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, 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, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY 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. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there



be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, 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. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor 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 subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, 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 City's Relevant Marketplace. Vendor 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 Vendor 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. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**



007 – SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

\_\_\_\_\_  
Ron Cates  
\_\_\_\_\_  
American Fire Protection Group  
\_\_\_\_\_  
12000 Crownpoint Suite 175  
\_\_\_\_\_  
San Antonio, TX. 78233  
\_\_\_\_\_  
ronnie.blue@afpgusa.us  
\_\_\_\_\_  
210-829-7213  
\_\_\_\_\_  
210-824-4656  
\_\_\_\_\_  
6100009403

  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

## 008 – STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer – an RFO in which City will award the entire contract to one offeror only.

Alternate Offer – two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment – a transfer of claims, rights or interests in goods, services or property.

Bid Bond – security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City – the City of San Antonio, a Texas home-rule municipal corporation.

Contractor – the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item – a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer – a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror – a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond – a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond – a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit – security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference – a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order – a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications – a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor – a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier – the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor – the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.



009 – ATTACHMENTS

Attachment A – PRICE SCHEDULE

Local Preference Program Ordinance Language

The 82<sup>nd</sup> Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

ITEM 1: MAINTENANCE: PUMP HOUSE BUILDING

| ITEM: 1A                        | LABOR                                                 | Estimated Quantity (A) | UOM | Price per (B) | Extended Price (C)<br>(A x B = C) |
|---------------------------------|-------------------------------------------------------|------------------------|-----|---------------|-----------------------------------|
| 1)                              | One Sprinkler Foreman                                 | 80                     | HR  | \$ 105.00     | \$ 8,400.00                       |
| 2)                              | One Sprinkler Apprentice                              | 80                     | HR  | \$ 95.00      | \$ 7,600.00                       |
| ITEM: 1B                        | MATERIAL                                              | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | 294 Linear Feet of 6" high pressure Schedule 40 pipe  | 1                      | EA  | \$ 9,702.00   | \$ 9,702.00                       |
| 2)                              | High Pressure 6" fittings and couplings               | 1                      | EA  | \$ 2,420.00   | \$ 2,420.00                       |
| ITEM: 1C                        | EQUIPMENT RENTAL                                      | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | 19' Scissor Lift Rental for 2 weeks                   | 1                      | EA  | \$ 1,200.00   | \$ 1,200.00                       |
| ITEM: 1D                        | Temporary Fire Department Connection at Base of Tower | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | One Sprinkler Foreman                                 | 8                      | HR  | \$ 105.00     | \$ 840.00                         |
| 2)                              | One Sprinkler Apprentice                              | 8                      | HR  | \$ 95.00      | \$ 760.00                         |
| 3)                              | 6" Pipe and fittings                                  | 1                      | EA  | \$ 1,376.00   | \$ 1,376.00                       |
| <b>TOTAL FOR ALL OF ITEM 1:</b> |                                                       |                        |     |               | <b>\$ 32,298.00</b>               |



**ITEM 2: UNDERGROUND FIRE LINE MATERIAL**

| ITEM: 2A                        | LABOR                                                                 | Estimated Quantity (A) | UOM | Price per (B) | Extended Price (C)<br>(A x B = C) |
|---------------------------------|-----------------------------------------------------------------------|------------------------|-----|---------------|-----------------------------------|
| 1)                              | One Utility Foreman                                                   | 90                     | HR  | \$ 105.00     | \$ 9,450.00                       |
| 2)                              | Two Utility Equipment Operators at 90 hours each                      | 180                    | HR  | \$ 80.00      | \$ 14,400.00                      |
| 3)                              | Two Utility Pipe Layers at 90 hours each                              | 180                    | HR  | \$ 60.00      | \$ 10,800.00                      |
| 4)                              | One Utility Laborer                                                   | 90                     | HR  | \$ 50.00      | \$ 4,500.00                       |
| ITEM: 2B                        | MATERIAL                                                              | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | 280 Linear Feet of 6" High Pressure Ductile Iron w/field lock gaskets | 1                      | EA  | \$ 12,472.00  | \$ 12,472.00                      |
| 2)                              | Two (2) Rolls Poly Wrap                                               | 1                      | EA  | \$ 284.00     | \$ 284.00                         |
| 3)                              | Four (4) Rolls of 2" Poly Tape                                        | 1                      | EA  | \$ 50.00      | \$ 50.00                          |
| 4)                              | 88 Tons of Grade 5 Rock                                               | 1                      | EA  | \$ 4,400.00   | \$ 4,400.00                       |
| 5)                              | 77.5 cylinders of Flow Fill                                           | 1                      | EA  | \$ 19,380.00  | \$ 19,380.00                      |
| 6)                              | 12 cylinders of Concrete – 3000psi                                    | 1                      | EA  | \$ 3,478.00   | \$ 3,478.00                       |
| 7)                              | 1 LS. Rebar and Expansion Joint Material                              | 1                      | EA  | \$ 1,400.00   | \$ 1,400.00                       |
| 8)                              | 25 Bags of Concrete Mix                                               | 1                      | EA  | \$ 198.00     | \$ 198.00                         |
| 9)                              | 6" Underground MJ Fittings w/Mega Lugs                                | 1                      | EA  | \$ 2,400.00   | \$ 2,400.00                       |
| ITEM: 2C                        | EQUIPMENT RENTAL                                                      | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | 1 Backhoe Rental for 90 hours                                         | 1                      | EA  | \$ 8,100.00   | \$ 8,100.00                       |
| 2)                              | 1 Mini Excavator Rental for 2 weeks                                   | 1                      | EA  | \$ 5,106.00   | \$ 5,106.00                       |
| 3)                              | 1 Skid Steer Rental for 2 weeks                                       | 1                      | EA  | \$ 5,400.00   | \$ 5,400.00                       |
| 4)                              | 1 Hammer Drill Rental for 1 week                                      | 1                      | EA  | \$ 326.00     | \$ 326.00                         |
| 5)                              | 1 Generator Rental                                                    | 1                      | EA  | \$ 406.00     | \$ 406.00                         |
| 6)                              | 1 - 2" Ditch Pump                                                     | 1                      | EA  | \$ 372.00     | \$ 372.00                         |
| 7)                              | 1 LS. Barricade                                                       | 1                      | EA  | \$ 1,000.00   | \$ 1,000.00                       |
| 8)                              | 1 LS. Steel Plate                                                     | 1                      | EA  | \$ 4,824.00   | \$ 4,824.00                       |
| ITEM: 2D                        | Night Work and/or Over-time                                           | Quantity               | UOM | Price         | Extended Price                    |
| 1)                              | 1 Crew for 2 weeks                                                    | 1                      | EA  | \$ 34,706.00  | \$ 34,706.00                      |
| 2)                              | 2 Light Stands (Night work Equipment) for 2 weeks                     | 1                      | EA  | \$ 3,542.00   | \$ 3,542.00                       |
| 3)                              | 10 Metal Street Plates for 2 weeks                                    | 1                      | EA  | \$ 4,144.00   | \$ 4,144.00                       |
| <b>TOTAL FOR ALL OF ITEM 2:</b> |                                                                       |                        |     |               | <b>\$ 151,138.00</b>              |



**ITEM 3: FIRE SPRINKLER, DESIGN, AND PERMIT**

| ITEM: 3                         | Description           | Estimated Quantity (A) | UOM | Price per (B) | Extended Price (C)<br>(A x B = C) |
|---------------------------------|-----------------------|------------------------|-----|---------------|-----------------------------------|
| 1)                              | Design Engineer       | 40                     | HR  | \$ 140.00     | \$ 5,600.00                       |
| 2)                              | Fire Sprinkler Permit | 1                      | EA  | \$ 300.00     | \$ 300.00                         |
| 3)                              | Project Management    | 1                      | EA  | \$ 3,502.00   | \$ 3,502.00                       |
| <b>TOTAL FOR ALL OF ITEM 3:</b> |                       |                        |     |               | <b>\$ 9,402.00</b>                |

*performance and Payment Bond*

*# 2,846.00*

|                                                                                                                                                                                                                                                                                                                                                                                           |                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p><b>TOTAL FOR ALL – ITEMS 1 - 3: Maximum Price</b><br/>                 Contractor agrees to perform all services for a price not to exceed the maximum price indicated in this section. However, if, in accordance with the rates stated in this price schedule, the total cost of all services is lower than the Maximum Price, Contractor shall only charge City the lower rate.</p> | <p><b>\$ 195,684.00</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|

**Payment Terms: Prompt payment discount \_\_\_\_\_ % \_\_\_\_\_ days (if no discount is offered, net 30 will apply)**



**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location



**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, 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.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: \_\_\_\_\_%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: Tower of Americas 6100009403

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

|                                                                                                                                                                   |                                       |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| Name of Business:                                                                                                                                                 | <u>American Fire Protection Group</u> |                                     |
| Physical Address:                                                                                                                                                 | <u>1200 Crownpoint Suite 175</u>      |                                     |
| City, State, Zip Code:                                                                                                                                            | <u>San Antonio, TX, 78233</u>         |                                     |
| Phone Number:                                                                                                                                                     | <u>210-946-5803</u>                   |                                     |
| Email Address:                                                                                                                                                    | <u>ronnie.blue@afpgusa.us</u>         |                                     |
| Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:                                                         | <u>601</u>                            |                                     |
| Is Business headquartered within the incorporated San Antonio city limits? (circle one)                                                                           | Yes                                   | <input checked="" type="radio"/> No |
| Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)                                                | Yes                                   | <input checked="" type="radio"/> No |
| If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions: |                                       |                                     |



**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):**

|                                                                                                                                                                                                                                              |                                      |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|
| Name of Business:                                                                                                                                                                                                                            | American Fire Protection Group       |                                     |
| Physical Address:                                                                                                                                                                                                                            | 12000 Crownpoint Suite 175           |                                     |
| City, State, Zip Code:                                                                                                                                                                                                                       | San Antonio, TX. 78233               |                                     |
| Phone Number:                                                                                                                                                                                                                                | 210-946-5803                         |                                     |
| Email Address:                                                                                                                                                                                                                               | ronnie.blue@afpgusa.us               |                                     |
| Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:                                                                                                                | 601                                  |                                     |
| Is the business located in the incorporated San Antonio city limits? (circle one)                                                                                                                                                            | <input checked="" type="radio"/> Yes | No                                  |
| Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)                                                                                                                                 | <input checked="" type="radio"/> Yes | No                                  |
| Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)                                                                                                                          | Yes                                  | <input checked="" type="radio"/> No |
| Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)                                                                                                   | Yes                                  | <input checked="" type="radio"/> No |
| Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one) | <input checked="" type="radio"/> Yes | No                                  |



**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Ron Cates  
(Print Name) Authorized Representative of Bidder / Respondent

  
(Signature) Authorized Representative of Bidder / Respondent

Division Leader  
Title

8-24-17  
Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**