



Purchasing

SERVICE AGREEMENT

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the CITY OF BURLESON (City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and DALWORTH LIGHTING & ELECTRICAL SERVICES (“Contractor”).

WITNESETH:

WHEREAS, City and Contractor desire to enter into a contract by which Contractor will provide inspection and maintenance services for mast lights and streetlights on City of Burleson property.

WHEREAS, City desires to compensate Contractor for Contractor’s services as provided herein.

NOW, THEREFORE, City hereby engages the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

As outlined in Exhibit A of this Agreement and in the Contractor’s response to Solicitation No. BV21-00016241, as facilitated by the City of Dallas.

2. TERM.

The term of this Contract upon execution shall be active until 9/30/2027 .

3. COMPENSATION.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor’s invoice for payment of same. The City shall pay Contractor an amount not to exceed

Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) in accordance with the proposal incorporated herein as **Exhibit A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Exhibit A Scope of Services. In the event of partial performance the City shall pay Contractor for only the itemized tasks completed and delivered. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Contractor may terminate this Agreement at any time and for any reason by

providing the other party with 30 days written notice of termination.

4.2. Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3. Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. INDEMNIFICATION.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE

THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

6. MISCELLANEOUS PROVISIONS.

- 6.1. Right to Audit. Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.
- 6.2. Independent Contractor. It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.
- 6.3. Government Function Clause. All parties agree that this contract is one wherein the City is solely performing a governmental function.
- 6.4. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.
- 6.5. Records Retention. To the extent Section 552.371 of the Texas Government Code applies to Contractor and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Contractor must (a) preserve all contracting information related to the Agreement in accordance with the records retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request, provide to the City any contracting information related to the Agreement that is in Contractor's custody or possession, and (c) on termination or expiration of the

Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Contractor's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Contractor. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Contractor agrees that the Agreement may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

6.6. Non-Discrimination Covenant. Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

6.7. Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

6.8. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO CITY:

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

6.9. Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

6.10. No Waiver. The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

6.11. Governing Law and Venue. This Agreement shall be construed in accordance with

the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

- 6.12. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.13. Force Majeure. The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.
- 6.14. Heading Not Controlling. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- 6.15. Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.
- 6.16. Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.
- 6.17. Entirety of Agreement. This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
- 6.18. Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other

authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

6.19. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

6.20. Mandatory Ownership Disclosure Provision. If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

6.21. Non-Exclusivity. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

6.22. No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

6.23. Basic Safeguarding of Contractor Information Systems. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

6.24. Survivability. The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

6.25. Insurance: The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as

City will require:

- a. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - i. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

6.26. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

6.27. Mandatory Anti-Israel Boycott Provision. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- a. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- b. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- c. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a

firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- d. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and

otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

By: _____

Date: _____

DALWORTH LIGHTING & ELECTRICAL SERVICES

DocuSigned by:
By: Mandy Brunson
E843FB4C2D85438...

Date: 9/3/2025

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2022 APR 19 AM 9:35

Resolution No. **22-0466**
Contract No. DWU-2021-00016241

STATE OF TEXAS

CITY SECRETARY
DALLAS, TEXAS

COUNTY OF DALLAS

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SERVICE PRICE AGREEMENT

THIS SERVICE PRICE AGREEMENT ("Contract") is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation, located in Dallas County, Texas (hereinafter called "City") and DALWORTH LIGHTING & ELECTRICAL SERVICES, LLC, a Texas limited liability company, with its principal office at 2701 Ludelle Street, Suite 101, Fort Worth, Texas 76105 (hereinafter called "Contractor").

1. DESCRIPTION OF WORK

A. For the consideration agreed below to be paid to Contractor by City, Contractor shall provide inspection and maintenance services for mast lights and streetlights at Dallas Water Utilities facilities and Stormwater Drainage Management properties in the City and County of Dallas, Texas, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following:

- (i) City's Request for Bids (BV21-00016241);
- (ii) City's Specifications for the Services (the "Specifications"), and all addenda thereto, attached as **Exhibit A**; and
- (iii) Contractor's Bid, attached as **Exhibit B**.

B. All of the documents referred to in Subsection A of this Section 1 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Request for Bids, the Specifications, the Bid and this Contract, the terms and conditions of this Contract shall control and are final and binding on both parties, and the Specifications shall control where they conflict with the Bid. Contractor and City further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by City and such decision shall be binding and conclusive upon Contractor.

2. DUE DILIGENCE AND COORDINATION

Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All

Services under this Contract shall be coordinated under, and performed to the satisfaction of, City's Director of the Water Utilities Department or the Director's designated representative, hereinafter called "Director."

3. PAYMENT

Upon completion of periodic performance of the Services by Contractor, acceptance of the performed Services by the Director, and receipt and approval of Contractor's invoices, submitted periodically to the Director, City will pay Contractor in accordance with the Specifications and the Bid. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by the Director. Total payments by City during the term of this Contract shall be in the estimated amount of **EIGHT MILLION ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 58/100 DOLLARS (\$8,195,848.58.)**, subject to appropriations. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. The estimated amount is intended as guidance rather than a cap on spending under the Contract, so that actual need for the Services combined with the budgeted amount approved by the City Council annually for the Services during the term of the Contract will determine the actual authorized expenditure under this Contract. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

4. TERM

The term of this Contract shall be for a term of five (5) years, commencing on March 9, 2022, and terminating on March 8, 2027, unless sooner terminated in accordance with the provisions of this Contract. City may, at its sole discretion and without further City Council action, extend the term of this Contract for an additional six (6) months by filing with the City Secretary's Office an extension request form signed by the Contractor. Extensions greater than six (6) months must be authorized by City Council resolution. The schedule for completion of the Services shall be as provided in the Specifications; where the Specifications do not provide for time of completion, the schedule shall be as provided by the Director. Time is of the essence of completion of the performance of the Services. For good cause shown by Contractor, the Director may extend the time to perform the Services.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any necessary permits required by City ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

B. City has developed an Environmental Management System (EMS), based upon International Standards Organization (ISO) Standard 14001. As part of the EMS, City has adopted an environmental policy. Contractor acknowledges receipt of the environmental policy as a part of the Request for Bid and shall adhere to the policy and provide information to City in the form and at the times requested by City in furtherance of the policy.

C. This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

7. INDEMNITY

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE TERM OF THIS CONTRACT.

8. INSURANCE REQUIREMENTS

A. Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in **Exhibit C**, attached to and made a part of this Contract.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

9. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for failure to appropriate funds, cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Contractor assign and transfer to City all of Contractor's rights and obligations under existing subcontracts that it has to perform Contract work in the event of termination under this Section. City shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

10. CONFLICT OF INTEREST

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event

giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code."

11. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

12. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

13. NOTICES

Except as otherwise provided in Section 12, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Director
City of Dallas
Water Utilities Department
1500 Marilla Street, Room 4AN
Dallas, Texas 75201

If intended for Contractor, to:

Owner
Dalworth Lighting & Electrical Services, LLC
2701 Ludelle Street, Suite 101

Fort Worth, Texas 76105

14. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate or suspend this Contract in whole or in part;
- (2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

15. ASSIGNMENT

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Contractor shall not sell, assign, transfer or convey its interest or rights in the Contract, or any claim or cause of action related thereto, in whole or in part, without the prior written consent of the City Manager. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

16. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. MISCELLANEOUS

A. Where applicable by law, pursuant to Section 2271.002, Texas Government Code, the Contractor hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. The Contractor hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. Where applicable by law, pursuant to Section 2274.002, Texas Government Code, the Contractor hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used in the immediately preceding sentence, "firearm entity" and "firearm trade association" shall have the meanings given such terms in Section 2274.001, Texas Government Code.

24. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

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25. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this, the 28 day of March, 2022, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 22 - 0466, adopted by the City Council on 3, March, 2022, and by Contractor, acting through its duly authorized official.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO
City Attorney

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY 
Cal Esteé (Apr 8, 2022 13:39 CDT)

Assistant City Attorney

CE

BY 

Assistant City Manager


MER

CONTRACTOR:
DALWORTH LIGHTING &
ELECTRICAL SERVICES, LLC,
a Texas limited liability company

BY 

PRINTED

NAME Paul Moon

TITLE President

EXHIBIT

A

220466



Request for Bids (RFB)

**Project Title: DWU City-wide Inspection & Maintenance
of Mast and Street Lights**

Buyer Solicitation Number: BV21-00016241

Specifications

I. Introduction, Purpose, and Intent

The intent of this specification is to establish a five (5) year Indefinite Delivery/Indefinite Quantity (ID/IQ) service price agreement for city-wide inspection and maintenance of mast and street lighting program for divisions of Dallas Water Utility (DWU) approximately 21 mast and 420 streetlights.

This will establish both initial anticipated cleanup efforts, and a 5-year service contracts. ID/IQ agreement is established when quantities of services and/or delivery schedules cannot be determined. Services under this agreement will be ordered on an as needed basis for the term of the agreement.

The City of Dallas (City) is soliciting bids to establish a five (5) years mast and street lighting fixture preventative maintenance and repair program for Dallas Water Utility (DWU):

- Stormwater drainage management division - approximately 120 streetlights
- Southside wastewater treatment plant (WWTP) - 21 mast lights and 66 streetlights
- Collection division - 41 streetlights
- Distribution division - 64 streetlights
- Elm Fork WTP - 86 streetlights
- Eastside WTP - 40 streetlights.

The work includes, but is not limited to repair, replacement, adjustment, and maintenance of mast and street light poles, pipe arms, foundations, heads, and related parts and materials; painting of mast & street light poles and emergency response, etc.

II. Pre-Bid Meeting Schedule, Questions, and Inquiries

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the City whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidders and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be addressed to the assigned Buyer. Bidders may submit their questions electronically through the City solicitation portal, <https://dallascityhall.bonfirehub.com/login>. All questions shall be submitted electronically. The City will respond to all questions by way of addendum which will be posted as part of the solicitation. The City, its agents, and employees shall not be responsible for any information given by way of verbal communication.

The deadline for the submission of questions is 5:00 pm on June 10, 2021.

III. Bid Submittal Requirements

To be considered responsive, bid response must be submitted electronically (<https://dallascityhall.bonfirehub.com/login>) by the due date and time indicated in the solicitation. All bidders submitting bids through the electronic bidding system **shall scan and upload a copy of their \$100.00 bid security (sealed bid bond, certified check or cashier's check) as an attachment to their electronic bid. Original document(s) for the bid security shall be required from the recommended vendor(s) to be delivered to the city's purchasing agent upon request.** Bid security shall be delivered to: Office of Procurement Services, 3rd floor, Dallas City Hall, Room 3FN, Dallas, Texas 75201. The bid security of recommended bidders will be retained until such time as the awarded bidder has executed the contract. If the awarded bidder fails to execute and deliver the contract within ten (10) days after the notice of award, City may annul the notice of award and shall be entitled to make a claim against the bid security. The bid security of recommended bidders will be retained until the contract is awarded and the contract becomes effective, or all bids are rejected, whereupon bid security furnished by all recommended bidders will be returned.

The following documents should be submitted with your bid:

- Copy of Bid Security (\$100.00)

IV. Local Preference

Local Preference - Sections 2-32(h)(2) and (h)(3) of the Dallas City Code (adopted pursuant to Sections 271.905 and 271.9051 of the Texas Local Government Code), as amended, authorize the City of Dallas to grant a preference to a local business (a business with its principal place of business in the City of Dallas) and b) in awarding certain competitively bid contracts with the City when the local business bid is within a specified percentage from the lowest responsible bid, please refer to sections 40-42 of this document. A business interested in being considered for local preference shall complete the Office of Procurement Services Local Preference Affidavit (OPS-FRM-144) and submit the form with its bid.

V. Specifications or Scope of Work

Definitions

Streetlights: Lights usually on a pole and constituting one of a series spaced at intervals along a public road or highway. There are approximately:

120 such lights on the Ronald Kirk Bridge and Felix H. Lozada Sr. Gateway, Cedar Crest/MLK gateway plaza.

66 streetlights on 10011 Log Cabin Road.

41 streetlights on 2545 Valleria Dr. and 8915 Adlora Lane;

64 streetlights on 4120 Scottdale.

86 streetlights on 1440 Whitlock

40 streetlights on 405 Long Creek Rd.

Mast Lights: Lights usually on a tall pole (100 feet or more) with lighting attached to the top pointing towards the ground, usually but not always used to light a highway or recreational field. It is used at sites that require lighting over a large area. There are 21 mast lights on 10011 Log Cabin Road.

For the purpose of this contract, "Mast & Street Lights" shall be understood to mean the luminary, including lamp, reflector, refractor, leads, contacts, socket, and housing, and in addition thereto, the ballast, the photo cells and the wiring within and between poles, underground or aerial, as it pertains to preliminary investigation to locate "shorts" or "opens," as well as theft, damage of feeders, branch circuits, and control equipment including control conductors

Preventative Maintenance - The Contractor shall service each light pole a minimum of once every three months or as needed.

Preventative maintenance shall include:

- Changing burnt out light bulbs
- Replacement of some existing mast light fixtures with LED fixtures
- Re-painting of poles where needed
- Scheduled maintenance visits by selected vendor shall include an inspection of all electrical system equipment, maintenance, and monitoring; as well as meeting all applicable City Codes.
- The City reserves the right to obtain a second opinion on recommended repairs that would be considered major replacements or overhauls to any system. If the second opinion concludes that such repairs are not warranted the selected vendor shall make only the repairs that were deemed necessary.

Work to be Performed by Contractor - Within twenty-four (24) business hours of notification by the City, the Contractor shall diagnose source of malfunction within said light or lighting system, including control circuits, branch circuits or feeders, annual resistance (Megger) testing of feeders to check for damage or insulation deterioration.

If malfunction involves fixtures, lamp, ballast, photo-cell, igniters, leads, branch circuits, any and all feeders, contacts, sockets, or other parts, the Contractor shall immediately replace said malfunctioning part under the time and materials payment schedule. If the malfunction requires more than minor repairs, the Contractor shall provide a written estimate of the time and material cost to the City; and receive authorization prior to performing repairs or replacements.

The Contractor shall clean said components each and every time a service call is made to the Street & Mast light (fixture) under the terms of this contract. Cleaning shall consist of wiping the lens, refractor, opal glass with a clean, soft cloth so as to remove all dirt, dust, and foreign matter.

The Contractor shall be responsible for obtaining any required permits and for providing all necessary traffic control.

The Contractor shall service the street & mast light (fixture) between the hours of 8:00 am and 4:00 pm. Any work at night shall only be done on an emergency basis and with the required authorization from the City.

In the event of a knockdown, the Contractor shall provide replacement of a type approved by the City until permanent repairs can be accomplished. The Contractor shall not reinstall the damaged equipment even if there are no visible signs of damage. At any time the Contractor is notified of an emergency situation by the City, the Contractor shall call the appropriate phone number or email the appropriate City personnel of the nature of the emergency call. Upon completion of the emergency work, the Contractor shall notify the City by telephone and/or email that the emergency work has been completed.

*****PROPER REQUIRED PPE MUST BE WORN AT ALL TIMES. SAFETY RULES LAID OUT IN NFPA 70E MUST BE FOLLOWED AT ALL TIMES. ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH THE NEC 2014 AND INSPECTED BY THE CITY OF DALLAS BUILDING INSPECTIONS. ANY WORK MAY BE INSPECTED AT ANY TIME BY THE FLOODWAY OPERATIONS (MANAGER III OR MASTER ELECTRICIAN).*****

Warranty - The awarded vendor(s) shall furnish the same warranties as offered to the general public.

The start of the warranty period shall commence from the date of delivery as shown on City of Dallas Repair Work Orders of the requesting City of Dallas Department repair facility.

Bidders should state the warranty period offered (from the date of delivery) in the appropriate space on the bid sheet. Failure to do so may render the bid non-Responsive.

Security Background Check Requirement - The Contractor shall provide a list of any individual who may be involved with maintenance of the City's street & mast lights. Individuals on this list shall submit for background checks by the City. Upon an acceptable background check, the Contractor shall issue each individual a photo identification card to be carried whenever the individual is working under this contract

Licenses - The Contractor shall have, at the time of submission, and maintain for the term of the contract, all required federal, state and local licenses required in the service of this contract. Copies of licenses shall be provided within five (5) days of request and subject to the review of the City's Building Inspection and/or the Dallas Water Utilities (DWU).

Removing and Salvaging Electrical Equipment - All salvaged electrical material shall become property of the Contractor.

VI. Communication

The need to respond quickly and clearly is essential to the City. Contractors shall answer written correspondence from the City within three (3) working days. Phone calls from the City shall be responded to immediately.

The Contractor shall provide to the City contact telephone number(s) during the entire term of the Contract where the Contractor or representative can be reached 24 hours a day, 365 days a year.

VII. Failure to Perform

Should the Contractor fail to properly execute the work in a timely or correct matter as provided under the terms of this Contract, the City, after providing the Contractor with three (3) business days' notice to complete or correct said work, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

It is understood and agreed that failure on the part of the Contractor to respond within one (1) hour to any emergency service call and have the issue resolved within 2-4 hours as provided will cause the City to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the City, not as a penalty but as liquidated damages, the amount of \$100 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

VIII. Award Method

The City's intent is to award this solicitation in its entirety, but the City reserves the right to award in the method that is most advantageous to the City.

The City reserves the sole discretion to determine whether a solicitation response is responsive. City reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of City. Late bids will not be considered for award.

IX. Location and Invoicing

The City shall pay invoices in 30 days. In order for the City to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the City.

The 30 days begin when the City has received a correct invoice reflecting the work or goods delivered. If the City receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the City will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the City for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Contact information of City staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the City cancelled.

X. Documents Submitted with Bid or upon Request

1. Bid Security (sealed bid bond, certified check, or cashier's check) (Required)
2. Business Information Form (OPS-02)
3. Conflict of Interest Policy and Questionnaire (OPS-06, State Form CIQ)
4. Statement of Insurability and Quote (OPS-04)
5. Business & Workforce Inclusion Pre-Bid/Proposal Form (BWI-FRM-623)
6. Business & Workforce Inclusion Workforce Composition Form (BWI-FRM-627)
7. Copy of contractor's internal affirmative action plan or policy
8. Living Wage Affidavit (OPS-03)
9. Sample Contract with markups
10. Any other City documents as required

XI. Opening of Bids

Bids will be opened by the City at 2:00 p.m. the day following the due date. Bids will be publicly opened in compliance with public bid opening statutory requirements.

XII. Review of Bids

1. The City will review bids for compliance to determine whether bids are responsive and responsible and whether the bids meet minimum requirements.
2. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the bid.
3. Please be aware that the City of Dallas may use sources of information not supplied by the bidder concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Dallas.

XIII. Bid Pricing

1. Bid pricing shall be firm for the entire contract unless otherwise stated herein. The Contract shall commence on the date of award by the Dallas City Council and upon the execution of the Contract.
2. Costs not included or calculated in the applicable unit prices as bid will not be paid by the City, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.

XIV. Insurance Requirements

The successful contractor will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Attachment 1 and agrees to the indemnification agreement therein.

XV. Rejection or Acceptance of Bids

1. This RFB does not commit the City to award a Contract. The City reserves the right to reject any or all bids, to waive technicalities or irregularities, and to accept any bid it deems to be in the best interest of the City. The City shall not be liable for any costs incurred by any company responding to this RFB.
2. The City will require the recommended bidder to sign the necessary Contract documents prepared by the City Attorney's Office, if applicable. If applicable, a sample Contract is included as an attachment. Bidders must take exception to any term of the Contract to which it will not agree in its bid.

XVI. Late and Withdrawn Bids

Bids are required to be submitted electronically using the City procurement website <https://dallascityhall.bonfirehub.com/login>. The system will not accept submittals after the due date and time and hard copy submittals are not permissible.

XVII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Bids will be opened by the City to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a bid that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the bidder shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for the City Attorney to present the matter to the Attorney General of Texas for final determination.

XVIII. Disqualification of Bidders

Bidders may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the bidders
- The bidder is involved in any litigation against the City of Dallas
- The bidder is in arrears on an existing contract or has failed to perform on a previous contract with the City of Dallas

XIX. Permits Required by Law

Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the City, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The City reserves the right to audit any records it deems necessary for the execution of this Contract.

XXI. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior

written consent of the City. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Contractor attempts to assign the Contract without the prior written consent of the City;
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the City in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Contract.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIII. Termination

The City may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The City will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXIV. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.

2. Bidders shall submit with their bids, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these Specifications.
4. The City reserves the right to reject all bids and to waive any minor irregularities.
5. A bid may be disqualified if the corporation or individual bidder is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Contractor will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXV. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public. (f)

This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

XXVI. Indemnity

The selected bidder agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected bidder's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected bidder, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected bidder(s) and City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXVII. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than \$50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than \$12.38 per hour.
2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than \$50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Contractors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their

bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.

3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.
4. The City Manager shall use the following definitions to administer the benefactors of the "wage floor" for purposes of the referenced resolution:
 - "City" means the City of Dallas, Texas.
 - "General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than \$50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.
 - "Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general
 - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXVIII. Wage Floor Reporting Requirements

Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

XXIX. Wage Floor Compliance Requirements

Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be considered responsive. The City may request that Contractors, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Contractors not compliant with the wage floor requirement will be deemed non-responsive and will not be considered for award. Contractors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

XXX. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFB. Respondents are encouraged to prepare their bids simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFB.

XXXI. Contract Award

The City reserves the right to award this bid to the lowest bidder(s) by line, group, in its entirety, or in a manner that is most advantageous to the City. By submitting a bid, the bidder agrees to be bound by these terms and conditions unless otherwise noted herein. The final contract is subject to City Council approval.

XXXII. Certificate of Interested Parties (Form 1295)

All vendors recommended by City staff for a contract pursuant to this RFB will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ,

and submit a copy to the buyer before the contract information will be sent to the City Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a City Council agenda to award the contract.

EXHIBIT B



City of Dallas
Bid Sheet

For City-wide Inspection & Maintenance of Mast and Street Lights

BID SHEET INSTRUCTIONS - Enter the unit price and percentage in the column indicated. Please use this bid spread sheet within the Excel program so that the Extended Cost can automatically calculated. Any exception taken per the specifications' or bid sheet may be deemed non-responsive, if not approved by way of addendum. The bid will be awarded in its entirety the City reserves the right to award that which is most advantageous to the City. It is the bidder's responsibility to verify all calculations.

Line	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost
Southside Wastewater Treatment Plant					
1	Replace Thirteen, 4 - HPS 1000W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein.	52	Each	\$3,238.64	\$168,409.28
2	Replace Four, 4 - MH 400W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein	16	Each	\$2,588.71	\$41,419.36
3	Replace 6 - MH 1000W lighting bulbs with high quality LED fixtures on existing mast pole at locations, as specified therein.	6	Each	\$2,626.66	\$15,759.96
4	Replace Three, 8 - MH 1000W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein.	24	Each	\$2,182.91	\$52,389.84
5	Replace Twenty, 120 vac 0.2 amps beacon lighting atop nine existing mast poles with high quality LED fixtures, as specified therein.	20	Each	\$276.25	\$5,525.00
6	Provide for and adapt Nine, D. 150KVA 1 phase 480 volts 120/240 transformers on existing mast light poles with beacon, as specified therein.	9	Each	\$962.50	\$8,662.50
7	Provide preventative maintenance on Twenty-Three (23) Philips Lighting HPS-1000W, MH-100W, MH-400 mast lights	460	Each	\$2,975.00	\$1,368,500.00
8	Provide preventative maintenance on Sixty-Six (66) Rab 78 Watts 277V LED street lights	1320	Each	\$491.35	\$648,582.00
9	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace mast light poles.	4	Each	\$28,908.41	\$115,633.64
10	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	11	Each	\$4,985.00	\$54,835.00
11	Labor charge for additional repair service using three man team (of two journeymen and one assistant electrician) during normal business hours.	1250	Hour	\$221.00	\$276,250.00
12	Labor charge for additional repair service using three man team during emergency.	85	Hour	\$331.50	\$28,177.50
13	Labor and materials for painting mast light poles	4	Each	\$4,000.00	\$16,000.00
14	Labor and materials for painting street light poles	11	Each	\$1,000.00	\$11,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		
15	Discount / Markup (+/-) for parts (estimated expenditure) - =	\$10,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$2,821,144.08
Stormwater Drainage Division					
		Estimated Quantity	Unit	Unit Cost	Extended Cost
16	Provide preventative maintenance on One Hundred & Twenty (120) KIM Lighting HSF/WP9LE3, WP9SE3/60W, 90W COSMO240/WH-P street lights	2400	Each	\$497.92	\$1,195,008.00
17	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	20	Each	\$4,985.00	\$99,700.00
18	Install 40' street light pole, luminaire, and reconnect electrical service	20	Each	\$3,100.00	\$62,000.00
19	Labor charge for repair services - Normal business hours	720	Hour	\$105.00	\$75,600.00
20	Labor charge for additional repair service using three man team during emergency.	155	Hour	\$331.50	\$51,382.50

21	Labor and materials for painting street light poles	20	Each	\$1,000.00	\$20,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		
22	Discount / Markup (+/-) for parts (estimated expenditure) - = discount and + = markup	\$10,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$1,513,690.50
	Collection Division				
23	Provide preventative maintenance on Forty-One (41) Rab 250 Watts LED street lights	820	Each	\$696.64	\$571,244.80
24	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	8	Each	\$4,985.00	\$39,880.00
25	Labor charge for repair services - Normal business hours	246	Hour	\$105.00	\$25,830.00
26	Labor charge for additional repair service using three man team during emergency .	53	Hour	\$331.50	\$17,569.50
27	Labor and materials for painting street light poles	8	Each	\$1,000.00	\$8,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		
28	Discount / Markup (+/-) for parts (estimated expenditure) - =	\$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$663,524.30
	Distribution Division				
29	Provide preventative maintenance on Forty (40) KIM Lighting CC/CCS25 street lights	800	Each	\$1,000.21	\$800,168.00
30	Provide preventative maintenance on 24 Philips Lighting PFL150-NW-G1-S-FL-8-B2 LED Floodlight, 150W, 4000K, 120-277V street lights	480	Each	\$935.71	\$449,140.80
31	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	12	Each	\$4,985.00	\$59,820.00
32	Labor charge for repair services - Normal business hours	384	Hour	\$105.00	\$40,320.00
33	Labor charge for additional repair service using three man team during emergency .	82	Hour	\$331.50	\$27,183.00
34	Labor and materials for painting street light poles	12	Each	\$1,000.00	\$12,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		
35	Discount / Markup (+/-) for parts (estimated expenditure) - =	\$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$1,389,631.80
	Elmfork Water Treatment Plant				
36	Provide preventative maintenance on Eighty-Six (86) GE 250W LED Type B street lights	1720	Each	\$545.92	\$938,982.40
37	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	15	Each	\$4,985.00	\$74,775.00
38	Labor charge for repair services - Normal business hours	516	Hour	\$105.00	\$54,180.00
39	Labor charge for additional repair service using three man team during emergency .	115	Hour	\$331.50	\$38,122.50
40	Labor and materials for painting street light poles	15	Each	\$1,000.00	\$15,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		

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41	Discount / Markup (+/-) for parts (estimated expenditure) - =	\$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$1,122,059.90
	Eastside Water Treatment Plant				
42	Provide preventative maintenance on Forty (40) DSXF3 LED 6P3 50K DNAXD MVOLT street lights	800	Each	\$556.85	\$445,480.00
43	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	8	Each	\$4,985.00	\$39,880.00
44	Install 4"x20' street light pole, luminaire, and reconnect electrical service	50	Each	\$2,500.00	\$125,000.00
45	Labor charge for repair services - Normal business hours	240	Hour	\$105.00	\$25,200.00
46	Labor charge for additional repair service using three man team during emergency	52	Hour	\$331.50	\$17,238.00
47	Labor and materials for painting street light poles	8	Each	\$1,000.00	\$8,000.00
	(Parts) Description	Total Est. 5 Yr Expenditure	% Markup/ Discount (+/-) on Price List		
48	Discount / Markup (+/-) for parts (estimated expenditure) - =	\$25,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				\$685,798.00

Total amount \$8,195,848.58

Dalworth Lighting and Electrical

Company Name

David W. Pott

7/28/2021

Date

Customer Service Manager

Title of Representative

EXHIBIT C

Insurance Requirements

SECTION A.

CONTRACTOR shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONTRACTOR UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONTRACTOR and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONTRACTOR shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONTRACTOR).

SECTION C. REQUIRED PROVISIONS

The CONTRACTOR agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) Office of Procurement Services, Attention: Mario Torres, 1500 Marilla St 3FN, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

Insurance Requirements

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONTRACTOR'S right to maintain reasonable deductibles, CONTRACTOR shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000.00 Each Accident

Bodily Injury by Disease: \$500,000.00 Each Employee

Bodily Injury by Disease: \$500,000.00 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONTRACTOR is a non-subscriber or is self-insured, CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$ 500,000.00 per occurrence.

The policy shall include

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its

Insurance Requirements

officers and employees, for bodily injury (including death), property damage or any other loss.

- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTE:

- i. If CONTRACTOR has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a letter on official letterhead stating such to meet the requirement for owned autos.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence, \$2,000,000.00 products/completed operations aggregate, \$2,000,000.00 general aggregate.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

4. UMBRELLA OR EXCESS LIABILITY INSURANCE

5/18/2021

Maintenance of Mast and Street Lights for Dallas Water Utilities

BV21-00016241

ORM-FRM-505 REV.4 10/10/2018

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RR-210510-POM-3913

Insurance Requirements

Providing coverage following form of the primary liability coverages described in 1, 2, and 3, with minimum combined bodily injury (including death) and property damage limit of \$2,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

- a) If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. CONTRACTOR LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONTRACTOR or its subcontractors shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONTRACTOR from liability.

SECTION G. INDEMNITY

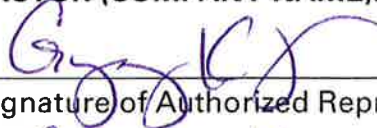
CONTRACTOR agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees, or subcontractors, in CONTRACTOR'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from

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Insurance Requirements

the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONTRACTOR and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR (COMPANY NAME): DALWORTH LIGHTING & ELECTRICAL SERVICES

BY: 
Signature of Authorized Representative

NAME: GREGORY KNOWLES
Name of Authorized Representative (please print)

DATE: 2-15-22

220466

Memorandum



DATE March 24, 2022

TO Theresa Mackey
Office of Procurement Services

SUBJECT CERTIFICATE OF INSURANCE
Vendor: Dalworth Lighting & Electrical Services
Name of Project: Maintenance of Mast and Street Lights for Dallas Water Utilities RR-210510-POM-3913
Project /Bid Number DWU-2021-00016241, BV21-00016241

We have reviewed the certificate(s) of insurance for the project and contractor shown above and have found them to be in compliance with the insurance requirements of the contract.

To ensure the accuracy of our records and to ensure appropriate monitoring of this contract, please advise the end date for this project. If the end date changes, please update our office on the changed date to ensure insurance is monitored through the life of the contract.

Please call me at 214-671-5403 should you have any questions.



Tiffany Harris
Sr. Risk Analyst
Office of Risk Management

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March 9, 2022

WHEREAS, on March 23, 2016, City Council authorized a one-year service contract for light pole maintenance and repair services for Trinity Watershed Management with Environmental Lighting Services LLC, in an amount not to exceed \$84,640.00, by Resolution No. 16-0415; and

WHEREAS, on January 13, 2017, Administrative Action No. 17-5081 authorized Supplemental Agreement No. 1 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2017 to March 22, 2018, with zero cost, having no effect on the contract amount; and

WHEREAS, on March 22, 2018, Administrative Action No. 18-5545 authorized Supplemental Agreement No. 2 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2018 to March 22, 2019, with zero cost, having no effect on the contract amount; and

WHEREAS, on March 27, 2019, Administrative Action No. 19-5715 authorized Supplemental Agreement No. 3 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2019 to March 22, 2020, with zero cost, having no effect on the contract amount; and

WHEREAS, on September 21, 2020, Administrative Action No. 20-6047 authorized Supplemental Agreement No. 4 to extend the term of the agreement with Trinity Watershed Management for light pole maintenance and repair services from March 22, 2020 to March 22, 2021, in an amount not to exceed \$21,160.00, from \$84,640.00 to \$105,800.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with Dalworth Lighting and Electrical (VC24245), approved as to form by the City Attorney, for inspection and maintenance of mast and street lighting for the Water Utilities Department for a term of five years, in the estimated amount of \$8,195,848.58. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. Payments made to Dalworth Lighting and Electrical shall be based only on the amount of the services directed to be performed by the City and properly performed by Dalworth Lighting and Electrical under the service price agreement. The City Manager is further authorized, in the City Manager's sole discretion, to exercise an option to extend the agreement for six months by filing a notice of extension with the City Secretary's Office.

220466

March 9, 2022

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an estimated amount of at least \$8,195,848.58, but not more than the amount of budgetary appropriations for this service price agreement during its term to Dalworth Lighting and Electrical from Service Price Agreement Contract No. DWU-2021-00016241.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

