

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- (✓) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

*[Handwritten Signature]*  
 \_\_\_\_\_  
 General

Date: 10-27, 2020

City Controller of the City of Houston, Texas

*MS*  
 8300-2000-520114      55,000.00  
 2312      - 521420      100,000.00  
 FUND REF: 2302      ↓      521420      100,000.00  
 De OA 46-16263      AMOUNT: 250,000.00 (HL) ENCUMB. NO.: 45-331986      SRO

City of Houston, Texas Ordinance No. 2020-947

*[Handwritten Mark]*

AN ORDINANCE APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HOUSTON AND DATA TRANSFER SOLUTIONS, LLC FOR AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION UTILIZING UNMANNED AERIAL SYSTEM FOR HOUSTON PUBLIC WORKS; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total appropriation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$3,804,913.00**, unless and until this sum is increased by ordinance of City Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 4<sup>th</sup> day of November, 2020.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is NOV 10 2020.

Pat J. Harnell  
City Secretary

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: NOV 10 2020

**FUNDING SOURCE:**

\$1,902,456.50 – Water and Sewer System Operating Fund (8300)

\$ 951,228.25 – Stormwater Fund (2302)

\$ 951,228.25 – Dedicated Drainage and Street Renewal Fund - Metro et al DDSRF (2312)

(Prepared by Legal Dept. *A. Wood* )  
 (ARC/sjl 07/17/2020) Assistant City Attorney  
 (Requested by Carol Ellinger Haddock, P.E., Director, Houston Public Works)  
 (L.D. File No. 0662000016001 )

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

Rev. 5/18

CITY OF HOUSTON  
AND  
DATA TRANSFER SOLUTIONS, LLC

SINGLE PHASE  
PROFESSIONAL ENGINEERING SERVICES  
FOR

AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION UTILIZING UNMANNED AERIAL  
SYSTEM

WBS NO. N/A

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**EXHIBITS**

- "A" ADDITIONAL TERMS
- "B" PROJECT SCHEDULE (N/A)
- "C" SCHEDULE FEES: AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION  
UTILIZING UNMANNED AERIAL SYSTEM (UAS)
- "D" CERTIFICATE OF INSURANCE
- "E" DRUG POLICY COMPLIANCE AGREEMENT
- "F" DRUG POLICY COMPLIANCE DECLARATION
- "G" ENGINEER'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN  
PERFORMANCE OF A CITY CONTRACT
- "H" SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHTS
- "I" FORM POP 2 - CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY  
OR PLAY PROGRAM
- "J" CERTIFICATION OF AGREEMENT TO COMPLY WITH STANDARD DOT TITLE VI  
ASSURANCES APPENDIX A LANGUAGE

**CONTRACT  
FOR  
SINGLE PHASE  
PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION UTILIZING UNMANNED AERIAL  
SYSTEM  
WBS NO. N/A**

**THE STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS                   §**

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES** is made on the date countersigned by the City Controller, by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, and **DATA TRANSFER SOLUTIONS, LLC** (the "Engineer"), acting by and through its duly authorized officer. The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

**City**  
Director  
Houston Public Works  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Engineer**  
Allen Ibaugh, CEO  
**DATA TRANSFER SOLUTIONS, LLC**  
3680 Avalon Park East Blvd Ste 200  
Orlando, FL 32828-9373

**RECITALS**

**WHEREAS**, the City desires to obtain professional engineering services in connection with the planning and design of the Project hereinafter described; and

**WHEREAS**, the Engineer desires to provide such services in exchange for the fees hereinafter specified;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

**ARTICLE 1**  
**GENERAL**

1.1 **Definitions:** As used in this Contract, the following terms shall have the meanings set out below. Additional terms are defined in Exhibit "A".

1.1.1 **City:** As defined in the preamble of this Contract, including its successors and assigns.

1.1.2 **Contract:** This agreement between Engineer and the City.

1.1.3 **Countersignature Date:** The date the Houston City Controller countersigns this Contract.

1.1.4 **Director:** The Director of the Houston Public Works or such other person designated from time to time by the Director by notice to Engineer to administer this Contract on behalf of the City.

1.1.5 **Documents:** The reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, Construction Documents, computer programs including source and object codes, and other work products obtained by or prepared by Engineer as part of its services under this Contract. The Director shall specify the medium and format in which Engineer shall provide such documents.

1.1.6 **Engineer:** As defined in the preamble of this Contract, including its successors and assigns.

1.1.7 **Notice to Proceed:** A written communication from the Director that authorizes Engineer to begin performance of work, containing the following: Multiple Notices to Proceed should be anticipated for contracts that include multiple projects/subprojects.

1.1.7.1 A declaration that the City has allocated adequate funds for that phase or service;

1.1.7.2 The Negotiated Lump Sum for all work described in the Notice to Proceed;

1.1.7.3 A work description for each service Engineer, Consultants, or suppliers will perform under the Notice to Proceed;

1.1.7.4 The maximum cost and portion of the Negotiated Lump Sum associated with each work description;

1.1.7.5 Whether the work description represents a Basic or Additional Service;

1.1.7.6 The phase of the Project to which the work is attributable, and

1.1.7.7 Acceptance of the preceding Phase, when applicable.

1.1.8 **Project:** As identified in the title of this Contract.

1.1.9 **Project Schedule:** The schedule of project activities and events, showing initiation point, duration, and ending points using the form attached as Exhibit "B". The schedule will indicate time to be allowed for reviews by the City staff. The Project Schedule shall be drafted by Engineer in consultation with the Director, approved by the Director, and updated monthly at the time of invoice submittal.

- 1.1.10 **Raw Salary:** The actual cost of salary (annual base salary (excluding bonuses) divided by 2080) of an employee of Engineer for each hour during which such employee is actively performing services of benefit to the City and directly related to the Project. Maximum Raw Salary rates by employee category for the duration of the Contract are shown on Exhibit "C" attached hereto and, by reference, incorporated. The raw salary rates of Consultant shall not exceed the raw salary rates of Engineer without reasonable justification and prior written approval from the Director.
- 1.1.11 **Raw Salary Multiplier:** The Raw Salary Multiplier (when applied to Raw Salary) is n/a and includes all payment due Engineer for Raw Salary, salary burdens, benefits, insurance, overtime premium, payroll taxes, bonuses, overhead profit and clerical and management support, vacations, holidays and non-productive time of all kinds. The categories of service for which Raw Salary are payable are set out in Exhibit "C". All other categories of service are treated as overhead and are a part of Raw Salary Multiplier. Payments to contract personnel and personnel employed through employment agencies are not subject to enhancement by the Raw Salary Multiplier.
- 1.1.12 **Reimbursable Expenses:** Reimbursable Expenses are limited to the following: (1) The ordinary and reasonable cost of copying, printing, postage, delivery services, long distance telephone calls and any additional expenses listed in Exhibit "C" incurred by the Engineer in the course of his performance of services under this Contract, including any sales tax Engineer is legally required to pay for Reimbursable Expenses; and (2) the ordinary and reasonable costs of travel including meals and lodging to and from points outside of Houston by representatives of the Engineer, not-to-exceed the amounts established under the City's then current travel reimbursement policy for its employees, if such travel is reasonably necessary to accomplish a task and authorized by the Director.
- 1.1.13 **Subcontractor (also "Consultant"):** The professional Consultant or other professional entity subcontracted by Engineer to provide a portion of engineering services required under the City-Engineer Contract.
- 1.1.14 **Subcontract Cost:** The ordinary and reasonable cost of subcontract made by Engineer and approved by the Director for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Contract.
- 1.1.15 **Subcontractor Markup:** A markup factor of 10%, which Engineer may apply only to Consultant subcontract invoices for Additional Services performed by the Consultant. Such markup shall include the non-professional services related to the Consultant's subcontract including all administrative costs, accounting costs, all contract administration, processing of invoices, monitoring of Consultant's work for compliance including project schedules, quality control, general administrative communication and coordination. Engineer shall not apply any Consultant Markup to Basic Services performed by Consultant or any services by Engineer.

**ARTICLE 2**  
**DUTIES OF ENGINEER**

- 2.1 **Services in General:** Engineer shall provide the City the specific tasks set forth in this Article and the professional engineering services described in Exhibit "A" for the fees hereinafter specified. Engineer's performance hereunder shall be performed with care and diligence and shall be in accordance with the standards prevailing in the State of Texas for engineering services performed for similar projects at the time such services are performed. In the event of an inconsistency between the terms of this Article and the terms of Exhibit "A", exclusively with respect to the content of the scope of services and required submission documents, the terms of Exhibit "A" shall control.
- 2.2 **Coordinate Performance:** Engineer shall coordinate all of its performance with the Director and such other person(s) as the Director may specify. Engineer shall keep such person(s) advised at a minimum on a biweekly basis of developments relating to the performance of this Contract, and Engineer shall at all appropriate times advise and consult with the Director.
- 2.3 **Time of Performance:** The time of performance for Engineer to complete the services listed in Exhibit "A" will be provided in the Notice to Proceed. Engineer acknowledges that time is of the essence.
- 2.4 **Consultants:** Engineer shall not subcontract any part of its Contract without approval by the Director. Engineer shall be responsible for services performed by Consultants to the same extent as if the services were performed by Engineer. Engineer shall replace any Consultant when requested to do so by the Director, who shall state the reasons for such request. Engineer shall provide the Director with a copy of any of its Consultant subcontracts at Director's request.
- 2.5 **Payment of Consultants:** Engineer shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract in accordance with the State of Texas Prompt Payment Act. Engineer agrees to protect, defend, and indemnify the City from any claims or liability arising out of Engineer's failure to make such payments. Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of Engineer to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract.
- 2.6 **Insurance.** Engineer shall provide and maintain certain insurance and Endorsements in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows.

2.6.1 **Risks and Limits of Liability**

2.6.1.1 Engineer shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none"> <li>• Texas Statutory for Workers' Compensation</li> </ul>
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$1,000,000 (each accident)</li> <li>• Bodily Injury by Disease \$1,000,000 (policy limit)</li> <li>• Bodily Injury by Disease \$1,000,000 (each employee)</li> </ul>
Commercial General Liability: Including Broad Form Coverage, Bodily Injury and Property Damage (Products and Completed Operations required when Physical Operations performed)	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each Occurrence and \$2,000,000 aggregate per 12-month period</li> </ul>
Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</li> </ul>
Professional Liability	<ul style="list-style-type: none"> <li>• \$2,000,000 Limit per claim/aggregate</li> </ul>
Excess Liability applicable to Commercial General and Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each occurrence/aggregate</li> </ul>
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

2.6.2 **Insurance Coverage.** At all times during the term of this Contract and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

2.6.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have

a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

**2.6.4 Required Coverage.** The City shall be an Additional Insured under this Contract, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.

**2.6.5 Notice.** CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

**2.7 INDEMNIFICATION.** ENGINEER AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF ENGINEER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER ENGINEER IS IMMUNE FROM LIABILITY OR NOT. ENGINEER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE INDEMNITY SHALL APPLY WHETHER OR NOT THE EVENT IS CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE CITY.

2.8 **Ownership of Documents:** Engineer shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Documents, including Construction Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets, source and object codes and any other possessory or proprietary rights therein that are discovered, conceived, developed, written or produced by the Engineer, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively "Works"), to have and to hold the same unto the City absolutely. This right of ownership shall include the City's ability to modify, sell, or license all computer programs, including all access to programming codes necessary to do so.

2.8.1 Engineer agrees that neither it nor any of its agents, employees, contractors or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Director, the Engineer shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.

2.8.2 Engineer shall execute all documents required by the Director to further evidence such assignment and ownership. Engineer shall cooperate with the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Engineer is requested and rendered pursuant to this Section, the City shall reimburse Engineer for all out-of-pocket expenses incurred by Engineer in rendering such assistance. On termination of this Contract or upon request by the Director, Engineer shall deliver all Works to the City. Engineer shall obtain written agreements in the form specified in Exhibit "I" from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.

2.8.3 The Engineer may, however, retain copies of such Documents. The Engineer shall have the right to use such copies internally, but the Engineer may not sell, license or otherwise market such Documents. Upon request by the Director, the Engineer shall deliver such Documents to the City.

2.8.4 Engineer does not represent that the Documents are or are intended to be, suitable for use on other Projects or extensions of this Project, to the extent that the Documents are site-specific. Any modification to the Engineer's work product or unintended use of same will be at the sole risk of the City.

## 2.9 **Confidentiality**

2.8.1 Engineer and each of its Consultants shall keep all Documents and City work products or data it receives in strict confidence. Engineer shall not divulge such records or the

information contained therein except as approved in writing by the Director or as otherwise required by law.

2.10 **Licenses and Permits.** Engineer shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Engineer shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

2.11 **Compliance with Laws:** Engineer shall comply with all applicable state and federal laws and regulations and all provisions of the City of Houston Charter and Code of Ordinances.

2.12 **Equal Employment Opportunity.** Engineer shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

2.13 **Minority and Women Business Enterprises Participation**

2.13.1 It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Contract.

2.13.2 Engineer shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Contract to MWBEs. The City's policy does not require Engineer to in fact meet or exceed this goal, but it does require Engineer to objectively demonstrate that it has made good faith efforts to do so. To this end, Engineer shall maintain records showing:

2.13.2.1 Subcontracts and supply agreements with Minority Business Enterprises,

2.13.2.2 Subcontracts and supply agreements with Women's Business Enterprises,  
and

2.13.2.3 Specific efforts to identify and award subcontracts and supply agreements to MWBEs.

2.13.3 Engineer shall submit periodic reports of its efforts under this Section to the Director of Office of Business Opportunity in the form and at the times he or she prescribes.

2.13.4 Engineer shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding mediation in Houston, Texas if directed to do so by the Director of Office of Business Opportunity. If Engineer is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

**2.14 Drug Abuse Detection and Deterrence**

- 2.14.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Engineer shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Contract and is on file in the City Secretary's Office.
- 2.14.2 Before the City signs this Contract, Engineer shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.14.2.1 A copy of its drug-free workplace policy,
  - 2.14.2.2 The Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", and
  - 2.14.2.3 A written designation of all safety impact positions or, if applicable, a Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G".
- 2.14.3 If Engineer files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Contract or on completion of this Contract if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F". Engineer shall submit the Drug Policy Compliance Declaration to the CCODT within thirty days of the expiration of each 6-month period of performance and within 30 days of completion of this Contract. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Engineer begins work under this Contract.
- 2.14.4 Engineer also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Engineer's employee work force.
- 2.14.5 Engineer shall require that its subcontractors comply with the Executive Order, and Engineer shall secure and maintain the required documents for City inspection.

2.15 **Title VI Assurances.** The requirements and terms of the United States Department of Transportation Title VI program, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Exhibit "J", and shall comply with its terms and conditions.

2.16 **Pay or Play:** The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions.

2.17 **Anti-Boycott of Israel.** Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2.18 **Zero Tolerance Policy for Human Trafficking and Related Activities.** The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.

2.19 **Preservation of Contracting Information.**

2.19.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Contract, then for the duration of this Contract (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Contract that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

2.19.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Contract. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After

receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Contract, and promptly cancel all orders or subcontracts chargeable to this Contract.

**ARTICLE 3**  
**DUTIES OF THE CITY**

**3.1 Compensation**

3.1.1 The City shall not authorize any work under this Contract without issuing a Notice to Proceed.

3.1.2 Services:

3.1.2.1 Subject to the terms and conditions of this Contract, including Exhibit "C", the City shall pay Engineer a fee for complete performance of tasks described in a Notice to Proceed that shall not exceed the total of the following items:

3.1.2.1.1 Salary charges calculated using a rate equal to or less than the applicable Salary Rate times hours actually worked, plus

3.1.2.1.2 Subcontract Cost plus Subcontractor Markup for services that Engineer subcontracts.

3.2 **Method of Payment.** The City shall pay on the basis of monthly invoices submitted by Engineer and approved by the Director, showing the services performed and the fee. Invoices from Engineer shall show the hours worked in the preceding month and the corresponding hourly rates for Services. The City shall pay Engineer within 30 days of the receipt and approval of the invoices. The City shall make payments to the Engineer at the address for notices.

3.3 **Limit of Allocation:** Engineer recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount allocated by the City Council and further recognizes that only **\$255,000.00** has been allocated and budgeted by City Council to pay the cost of services hereunder.

3.3.1 In the event the total allocation is insufficient to compensate Engineer, Engineer may suspend its services at such time as the total allocation is expended, but shall resume such services, if and when authorized by the Director, upon transfer of funds by the Director or allocation of additional funds by the City Council.

3.3.2 The Director may authorize the transfer of funds between Basic Services and Additional Services when necessary to continue services by issuing a Supplemental Notice to Proceed, provided that the transfer of funds does not exceed 25% of the Negotiated Lump Sum in the

original Notice to Proceed and total funds authorized do not exceed the total amount allocated by City Council.

**3.4 Access to Data**

3.4.1 In addition to its other duties under this Contract, the City shall, to the extent permitted by law, perform the following services:

3.4.1.1 When requested to do so in writing by the Engineer, provide access to information such as existing drawings, maps, field notes, statistics, computations, and other data in the possession of the City which in the Director's opinion will assist the Engineer in the performance of its services hereunder.

3.4.1.2 Examine the Construction Documents submitted by the Engineer and render decisions pertaining thereto within a reasonable time so as to avoid unnecessary delay in the progress of the Engineer's services.

**ARTICLE 4**  
**TERM AND TERMINATION**

**4.1 Contract Term**

4.1.1 This Contract is effective on the Countersignature Date and expires 3 years from the Countersignature Date ("Initial Term"). If the Director, at his or her sole discretion, makes a written request for renewal to Engineer at least 30 days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Contract is renewed for 2 year(s) upon the same terms and conditions. This Contract may only be renewed for 1 additional term(s) beyond the Initial Term.

**4.2 Termination by the City for Convenience**

4.2.1 The Director may terminate Engineer's performance under this Contract at any time by giving seven days written notice to Engineer. As soon as possible, but not later than the effective date of such notice, Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to promptly cancel all existing orders and Consultant subcontracts insofar as such orders or subcontracts are chargeable to this Contract. Within seven days after the effective date of notice of termination, Engineer shall deliver copies of all Documents to the Director and submit an invoice showing in detail services performed under this Contract to the date of termination. The City shall then pay the prescribed fees to Engineer for services actually performed under this Contract up to the date of termination less such payment on account of charges previously made, in the same manner as prescribed in Article 3 of this Contract. Any

installments or lump sum fees shall be prorated in accordance with the progress of the Work at the effective date of termination. Engineer may, if necessary, submit invoices for vendor and Consultant charges reasonably necessary for the Project which are incurred prior to the effective date of termination and received by Engineer after its initial termination invoice.

4.2.2 Engineer understands and acknowledges that if the City determines not to proceed with this Contract, according to the terms of this article, the Director shall provide Engineer with a written notice of his intent to terminate this Contract and this Contract shall terminate upon Engineer's receipt of such written notice.

4.3 **Termination by the City for Cause:** City may terminate this Contract in the event of a material default by Engineer and a failure by Engineer to cure such default after receiving notice thereof, as provided in this Section. Default by Engineer shall occur if Engineer fails to observe or perform any of its duties under this Contract, if Engineer dies (if an individual) or for some other reason is unable to render services hereunder. Should such a default occur, the Director will deliver a written notice to Engineer describing such default and the proposed date of termination. Such date may not be sooner than the 7th day following receipt of the notice. The Director, at his or her sole option, may extend the proposed date of termination to a later date. If Engineer cures such default to the Director's reasonable satisfaction prior to the proposed date of termination, then the proposed termination shall be ineffective. If Engineer fails to cure such default prior to the proposed date of termination; then City may terminate its performance under this Contract as of such date, and Engineer shall deliver all Documents to the Director within seven days of the effective date of the termination. If the City's cost of obtaining completion of the work by other engineers, in combination with other direct costs sustained by the City as a result of the default, exceeds the remaining contract amounts unpaid to Engineer, the City shall not be obligated to make any further payment to Engineer. This provision does not relieve Engineer of any other obligation Engineer may have to the City.

4.4 **Termination by Engineer for Cause:** Engineer may terminate its performance only upon default of the City. Should such default occur, Engineer shall have the right to terminate all or part of its duties under this Contract as of the 14th day following the receipt by the City of a notice from Engineer describing such default and intended termination, provided: (1) such termination shall be ineffective if within the fourteen day period the City cures the default; and (2) such termination may be stayed beyond such fourteen day period, at the sole option of Engineer, pending cure of the default.

**ARTICLE 5**  
**MISCELLANEOUS PROVISIONS**

- 5.1 **Independent Contractor.** The relationship of Engineer to the City shall be that of an independent contractor.
- 5.2 **Business Structure and Assignments.** Engineer shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Engineer shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 5.2.1 Engineer shall not delegate any portion of its performance under this Contract without the Director's prior written consent.
- 5.3 **Parties in Interest:** This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and Engineer only.
- 5.4 **Non-waiver:** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 5.5 **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 5.6 **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.
- 5.7 **Captions:** The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no

effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.

- 5.8 **Acceptances and Approvals:** Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Engineer, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by Engineer, its employees, agents, Consultants or suppliers pursuant to this Contract.
- 5.9 **Inspections and Audits:** Representatives of the City shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract. Engineer shall maintain such books, records, and billings for three years after the cessation of its other duties under this Contract. This right of audit extends to the records of Engineer's Consultants, and Engineer's agreements with its Consultants shall provide this right to the City.
- 5.10 **Ambiguities:** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 5.11 **Entire Agreement:** This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal.
- 5.12 **Survival:** Engineer shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract, including but not limited to the Ownership of Documents provisions of Article 2 of this Contract.
- 5.13 **ENGINEER'S DEBT: IF ENGINEER, AT ANY TIME DURING THE TERM OF THIS CONTRACT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT ENGINEER HAS INCURRED A DEBT, THE CONTROLLER SHALL IMMEDIATELY NOTIFY ENGINEER IN WRITING. IF ENGINEER DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM**

ANY PAYMENTS OWED TO ENGINEER UNDER THIS CONTRACT. ENGINEER SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS CONTRACT.



## EXHIBIT "A"

### ADDITIONAL TERMS

#### AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION UTILIZING UNMANNED AERIAL SYSTEM

WBS No. N/A

##### Project List of Deliverables

1. **Pre -Work Deliverables** - provide a complete project document for setting up ground command control, including but not limited to:
  - Flight planning & scheduling aerial data acquisition;
  - Data processing & extraction for flying UAV following best standard operating procedure in compliance with Federal Aviation Administration (FAA); and
  - Coordinate with City assigned Project Manager (PM). Must be approved by the City.
2. **Post Work Deliverable** - Submit Data Files to City in following format: georeferenced in correct projection. All collected raw data by UAV should be recorded at an average 50 ft. not to exceed 100 ft. facing forward.

The expectations and deliverables include, but are not limited to, the following:

- Provide high resolution color images using both of the following formats:
  - Ortho mosaic image in TIFF format; and
  - KMZ file that could be loaded in Google Earth.
- Link processed data with the City's defined unique identifier for each selected asset. For example: deliver Geodatabase (. gdb) file with ditch mapping using unique (UFIDS).
- High resolution color geo-referenced videos and images indexed based on UFID and delivered via URL.
- Upload into Unmanned Ariel System for Houston UASH. Upload every quarter.
- Annual Maintenance and Support for UASH. Include 4 customized reports. Include 40 hours of development and 200 hours of technical support on-line, by e-mail or phone. All system updates, services and patches.
- Geotag all defects along the project scope using the condition rating system shown in the Tables in this RFP. Geotagged data must be organized according the unique identifier (UFID) utilized by the City. UFID should be compatible with the City's enterprise GIS, Geo-rectified to the **Texas South Central 4204 NAD83** State Plane coordinate system.
- City may provide geodatabase, shapefile, and KML file of the project scope to be assessed. Any minor discrepancies may exist in the data provided. UAV pilot is to adjust flight path based on field observations. Major discrepancies must be reviewed and approved by the City.
- Coordinate with City regarding when field inspections are occurring, provide schedule for specific locations, and send notification to the City up to 24 hours prior to the data collection.
- Submittal of the data for review can be sent through Cloud Storage and should be available for download. If unable to use cloud storage, all data shall be submitted in portable hard drive.

### 3. Vendor Requirements:

- Compliance with Federal Aviation Administration (FAA) regulations for UAV operations, pilots, and aircraft.
- FAA rules under which UAV operations will occur.
- Pilot certification.
- Aircraft registration requirements.
- FAA waivers that may be required to operate at certain times, in different types of airspace, or outside of FAA regulations. Detailed recommendation of the best practices and required specifications for the entire UAS aerial data collection process from initial planning of field activities through extracting engineering data for use.
- Vendor is responsible for all required payloads, scheduling and flight plans. This is inclusive of the work.
- Vendor shall use the City's latest **Condition Rating System** codes at the time of the Contract Notice to Proceed.

### Project Items:

All work on the contract shall follow the condition rating system unless otherwise noted by the City. The Contract shall follow the items listed in Attachments A thru E.

**Service by Request (SBR); Service By Request are Extra Unit Items and may not be used during the Contract Term.**

- SBR 1** Exploratory Survey and Mapping. This includes location identification, photo/video.
- SBR 2** Cloud Services. Annual cost to store all data in a Cloud.
- SBR 3** Estimate for Purchase of Full Package UAV DJI Matrice 210 or equivalent. Vendor to supply:
- Supply Spare Parts/Maintenance;
  - Onsite Training (Certification Compliance include Cost per Member); and
  - Standard Operating Procedure for Operation, Data Collection and Processing.
- SBR 4** Emergency Response Assessment; Disaster damage assessment; emergency response (any infrastructure).

Condition Rating System (Table 1 to Table 3)

OFF-ROAD DITCH/BASIN ASSESSMENT: TABLE 1

Condition Rating	Defect Types
<b>1.0 GOOD:</b> Ditch is Functioning as Designed. Needs Seasonal Maintenance.	1.10 – Ditch flow line is clear.
	1.20 – Outfall pipe, Crossover culverts or bridge structures are clear of debris.
	1.30 – Seasonal mowing/Herbicide to control minor vegetation growth.
<b>2.0 FAIR:</b> Needs Moderate Maintenance Repairs to Restore Optimal Operational Capacity.	2.10 – Crossover culverts or bridge structures needs clearing.
	2.20 – Debris removal (fallen trees, vegetation, trash [tires, shopping carts], etc.).
	2.30 – Minor bank erosion.
	2.40 – Mechanical mowing required.
	2.50 – Mechanical (track gradall /spider) silt removal needed.
<b>3.0 POOR:</b> Needs Major Structural Repairs.	3.10 – Major Erosion Conditions requiring extensive effort and equipment.
	3.20 – Major Structural Damage (concrete retaining wall/slope failure).
<b>4.0 N/A:</b> Unknown Ditch Conditions.	4.10 – Clear & Grubbing required (dense foliage, large trees, etc.).
	4.20 – Ditch has been filled in/covered (note any encroachments -e.g. fences, decks, sheds, landscape features, etc.).

**WASTEWATER OPERATIONS CONDITION ASSESSMENT: TABLE 2**

<b>Observation</b>		<b>Defect Description</b>
<b>1.0</b>	<b>Manhole/Junction Boxes</b>	1.10 – Lid Missing.
		1.20 – Visibly damaged (e.g. cracks, corrosion, excessive structure shifting, etc.).
		1.30 – Soil Depressions and/or Cave-in within 30' radius.
		1.40 – Sign of Overflow (standing water, toilet paper, rags, etc.
		1.50 – No Defects visible.
<b>2.0</b>	<b>Aerial Pipe</b>	2.10 – Visibly damaged (e.g. cracks, corrosion, excessive structure shifting, bent pipe, etc.
		2.20 – Soil Depressions and/or Cave-in within 30' radius of location where aerial goes underground.
		2.30 – Damaged or Shifted Supports.
		2.40 – Sign or Leakage.
		2.50 – No Defects Visible.
<b>3.0</b>	<b>General</b>	3.10 – Signs of Soil Depression and/or Cave-ins.

**DRINKING WATER OPERATIONS CONDITION ASSESSMENT: TABLE 3**

<b>Observation</b>	<b>Defect Description</b>
<b>1. Tanks (Ground Storage Tanks/Elevated Storage Tanks)</b>	1.1 – Visible Damage - Vents, Hatches, Access Ladder a. Lights b. Rust and Hole
<b>2. Chemical Tanks</b>	2.1 – Visible Damage - Discoloration/Rust, Holes, Leaks 2.2 – Air Vents 2.3 – Tank Alignment
<b>3. Well Sites</b>	3.1 – Visible Damage - Leaks
<b>4. Building Roof Tops</b>	4.1 – Visible Damage - Roof Damage 4.2 – HVAC Units 4.3 – Access Inspection 4.4 – Rooftop Communication Devices
<b>5. Basins</b>	5.1 – Visible Damage (Cracks/Leaks)
<b>6. Backwash Tanks</b>	6.1 – Visible Damage (Cracks/Corrosion)
<b>7. Valve Vaults</b>	7.1 – Visible Damage (Cracks/Leaks) 7.2 – Functionality of Valve Actuators
<b>8. Facility Perimeter Fence</b>	8.1 – Viewing Inaccessible areas 8.2 – Damaged perimeter fence 8.3 – Possible Intrusions
<b>9. East Water Purification (EWPP) Offsite Land Application</b>	9.1 – Viewing Inaccessible areas 9.2 – View Overflow discharge to Hunting Bayou
<b>10. EWPP Plant 1,3, and 3 Forebays</b>	10.1 – Visible Damage (Cracks/Leaks)
<b>11. South East Purification Plant Onsite Monofill and Onsite Lagoon</b>	11. – Viewing Inaccessible Areas

**EXHIBIT "B"**  
**PROJECT SCHEDULE**

**N/A**

**EXHIBIT "C"**

**SCHEDULE FEES: AERIAL MAPPING, IMAGERIES & CONDITION DATA COLLECTION UTILIZING UNMANNED AERIAL SYSTEM (UAS)**

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
Data Collection Open Ditch (both directions)	\$2,560.00/mile
Data Collection Detention Basin	\$1,280.00/each
Assessment Off-Road Ditch (both directions)	\$2,560.00/mile
Assessment Detention Basin	\$1,080.00/each
Data Collection Bridge Infrastructure-Less than 500 ft long bridge (excludes approach slabs)	\$925.00/each
Data Collection Bridge Infrastructure-500 ft - 1,500 ft long bridge (excludes approach slabs)	\$2,775.00/each
Data Collection Bridge Infrastructure - Greater than 1,500 ft long bridge (excludes approach slabs)	\$2,775.00/each
Data Collections Manhole / Junction Box	\$92.50/each
Data Collections Aerial Pipe	\$370.00/linear foot
Data Collections General Site	\$740.00/each
Manhole / Junction Box Assessment	\$175.00/each
Aerial Pipe Assessment *	\$175.00/linear foot
General Site Assessment	\$1,000.00/each
Data Collection Storage Tanks	\$100.00/each
Data Collection Chemical Tanks	\$100.00/each
Data Collection Facility Plant	\$100.00/each
Data Collection Offsite Landfill	\$1,850.00/each
Data Collection Well Sites	\$185.00/each
Storage Tanks Assessment	\$175.00/each
Chemical Tanks Assessment	\$175.00/each
Facility Plant Assessment **	\$175.00/each
Offsite Landfill Assessment	\$175.00/each
Well Sites Assessment	\$175.00/each
Purchase of Full Package UAV DJI Matrice 210 or equivalent with all required payloads	\$23,963.00/each
Cloud Services (annual costs to store all data)	\$27,000.00/year
UAV Video Collection Training (FAA Certification Requirements)	\$500.00/hour
Emergency Response Inspections (Daylight)	\$500.00/hour

\* Price removed because this was omitted in the original proposal

\*\* Chemical Tanks Assessment was duplicated, and Facility Plant Assessment was omitted but Pricing remains the same

**EXHIBIT "D"**

**CERTIFICATE OF INSURANCE**

Please visit <http://purchasing.houstontx.gov/guide.shtml>, and find "Insurance & Indemnification" for the most current insurance certificates and requirements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
CN102421774-DTS.-GAWE-19-20      NOC	INSURER A : Zurich American Insurance Company		16535
<b>INSURED</b> Data Transfer Solutions, LLC 3680 Avaton Park Blvd, Suite 200 Orlando, FL 32828	INSURER B : American Guarantee & Liability Ins Co		26247
	INSURER C : National Union Fire Ins Co. of Pittsburgh PA		19445
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005028984-08      **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 0137576-05	10/15/2019	10/15/2020	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 50,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BAP013757505	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		AUC 9304209-17	10/15/2019	10/15/2020	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N      N/A	WCO13757705	10/15/2019	10/15/2020	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability (claims made policy)		15808715 (See additional page)	04/30/2020	04/30/2021	Limit: Per Claim	2,000,000
						Annual Aggregate:	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: RFP#TDC 19-01; Aerial Mapping, Imageries & Condition Data Collection Utilizing Unmanned Aerial System (UAS). City's Project Manager; Raj Shah.

City of Houston, Public Works is included as additional insured where required by written contract with respect to general liability and auto liability coverages. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Houston, Public Works 611 Walker St., 16th Floor Houston, TX 77002	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>



Jay Nash

Marsh USA Inc.  
550 S. Main Street  
Suite 525  
Greenville, SC 29601  
+1 864 240 5432  
www.marsh.com

September 25, 2020

Project Manager  
City of Houston  
611 Walker Street  
Houston, TX 77002

RE: Aerial Mapping, Imageries & Condition Data Collection Utilizing Unmanned Aerial System (UAS) –  
RFP #WBS number TDO19-01

CERTIFICATES OF INSURANCE (Casualty) –October 15, 2020 Policy Renewal Date

Project Manager,

In response to the Data Transfer Solution, LLC policy that will expire on October 15th for the above referenced contract, as of the date of this letter, there is no known reason the Data Transfer Solution, LLC policy will not be renewed. A revised Certificate of Insurance will be provided once the Data Transfer Solution, LLC policy has been renewed. The policy will name the City of Houston as an “additional insured” and waive any claim or right of subrogation to recover against the City subject to policy terms and conditions.

Sincerely,

Digitally signed by Okta MTLs -  
1215718@ad.us.marshmc.com  
Okta MTLs -  
1215718@ad.us.marshmc.com  
DNE c=Okta MTLs -  
1215718@ad.us.marshmc.com, c=US,  
Marsh & McLennan Companies, Inc.  
Date: 2020.09.28 13:17:24 -0400

AUTHORIZED SIGNATORY  
CONSULTANT/CONTRACTOR'S NAME

Sincerely,

Jay Nash

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, to whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP-0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	\$-	\$-

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance Condition** in the **Business Auto Coverage Form** and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the **Motor Carrier Coverage Form**:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions Provision** in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to **Paragraph 2** in the **Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form** and **Paragraph 2.b.** in the **Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage Provision of the Physical Damage Coverage Section**:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the **Coverage Form**; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

**Paragraph A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to **Paragraph A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the **Declarations** will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

**Loss Of Use Expenses**

For **Hired Auto Physical Damage**, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to Section I – Covered Autos:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph b. of the **Other Insurance** Condition in the **Business Auto Coverage Form** and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the **Motor Carrier Coverage Form** are replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION, OR SCHEDULED AND PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019

Policy No. WC 0137577-05

Endorsement No. :-

Insured: SNC Lavalin Engineers & Constructors, Inc.

Premium \$ :-

Insurance Company: Zurich American Insurance Company Countersigned by: \_\_\_\_\_

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

I, Allen Ibaugh CEO as an owner or officer of  
(Name) (Print/Type) (Title)  
Data Transfer Solutions, LLC (Engineer)  
(Name of Company)

have authority to bind Engineer with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Engineer is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Engineer that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Engineers (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Engineer that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

9/23/2020

\_\_\_\_\_  
Date

Allen Ibaugh

\_\_\_\_\_  
DocuSigned by:

*Allen Ibaugh*

1886AAA094ED4C4...  
Signature

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Title

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

Allen Ibaugh CEO as an owner or officer of Data Transfer Solutions, LLC (Engineer)

have personal knowledge and full authority to make the following declarations:

Reporting period covers the preceding six months from April to September 2020

A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31. Employees have been notified of such procedures.

Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is N/A

From N/A to N/A the following test has occurred

Table with 4 columns: Random, Reasonable Suspicion, Post Accident, Total. Rows for Number Employees Tested, Number Employees Positive, Percent Employees Positive.

Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

9/23/2020 (Date)

Allen Ibaugh (Name) Allen Ibaugh (Signature) CEO (Title)

EXHIBIT "G"

ENGINEER'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

I, Allen Ibaugh, CEO  
(Name) (Title)

as an owner or officer of Data Transfer Solutions, LLC  
(Engineer) (Name of Company)

have authority to bind the Engineer with respect to its bid, and hereby certify that Engineer has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Aerial Mapping, Imageries & Condition Data Collection utilizing Unmanned Aerial System.  
(Project)

Engineer agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

9/23/2020  
(Date)

Allen Ibaugh  
DocuSigned by: Allen Ibaugh Printed Name)  
18B6AA094ED4C4...  
(Signature)  
CEO  
(Title)

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Engineer has entered into a Contract with the CITY OF HOUSTON, TEXAS ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 23rd day of September, 2020.

Subcontractor Indigo Beam LLC

*Adarsh Karia*

By: Adarsh Karia


Title: Managing Partner

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Engineer has entered into a Contract with the CITY OF HOUSTON, TEXAS ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 23 day of September, 2020.

DocuSigned by: Aerial Ambiance  
Subcontractor  
  
3AD4C5849A4B4EE  
By: Shantia Flakes  
Title: owner

**EXHIBIT "I"**  
**FORM POP 2**  
**CERTIFICATION OF AGREEMENT TO COMPLY WITH**  
**PAY OR PLAY PROGRAM**

Available at <http://www.houstontx.gov/obo/popforms.html>



**City of Houston  
Certification of Compliance with  
Pay or Play Program**



Contractor Name: Data Transfer Solutions, LLC \$ 3,804,913  
*(Contractor/Subcontractor)* *(Amount of Contract)*

Contractor Address: 3680 Avalon Park East Blvd., Suite 200, Orlando, FL 32828

Project No.: [GFS/CIP/AIP/File No.] RFP # TDO19-01

Project Name: [Legal Project Name] Aerial Mapping, Imageries, & Condition Data Collection

POP Liaison Name: Erika Williams

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

Estimated Number of	Prime Contractor	Sub-Contractor
Total Employees on City Job	7	7
Covered Employees	7	7
Non-Covered Employees	Zero	Zero
Exempt Employees	Zero	Zero

**\*Required**

I hereby certify that the above information is true and correct.

aibaugh@dtsgis.com  9/23/2020  
 Contractor *(Signature)* Date  
 Allen Ibaugh, CEO  
 Name and Title *(Print or type)*

## EXHIBIT "J"

### CERTIFICATION OF AGREEMENT TO COMPLY WITH STANDARD DOT TITLE VI ASSURANCES APPENDIX A LANGUAGE

During the performance of this Contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.