



# CITY OF HOUSTON INVITATION TO BID

Issued: June 22, 2007

## **BID OPENING**

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, July 26, 2007** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**WATER METER INSTRUMENTATION, CALIBRATION & REPAIR SERVICES  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
BID INVITATION NO.: S29-L22509  
NIGP CODE: 890-28**

## **BUYER**

Questions regarding this solicitation document should be addressed to **Douglas Moore, Senior Procurement Specialist**, at (713) 247-1073, or e-mail to [douglas.moore2@cityofhouston.net](mailto:douglas.moore2@cityofhouston.net).

## **ELECTRONIC BIDDING**

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "**PLACE BID**" page.

## **PRE-BID CONFERENCE**

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 2 (Basement), Houston, Texas 77002 at **10:00 AM on Monday, July 9, 2007**.

**All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at [www.houstontx.gov/purchasing](http://www.houstontx.gov/purchasing). By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

**The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.**

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

### **\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS

**\*NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

**\*NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

## SECTION A



**WATER METER INSTRUMENTATION, CALIBRATION & REPAIR SERVICES  
FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT  
BID INVITATION NO.: S29-L22509  
NIGP CODE: 890-28**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston, Texas (the "City"):

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Water Meter Instruction, Calibration & Repair Services for a three-year period with two (2) one-year option periods for the Public Works and Engineering Department**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, five (5) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **Water Meter Instrumentation, Calibration & Repair Services** for the City in accordance with attached Specifications.

**Documents/forms must be downloaded from the City's Website <http://www.houstontx.gov/purchasing/index.html>.**

**Additional Required Forms to be included with this Bid:**

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Bidders Qualifications & Experience

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$25,000.pdf

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B500, Houston, TX 77002, Attn: Douglas Moore or via fax: 713-247-3039 or via email (preferred method) to [douglas.moore2@cityofhouston.net](mailto:douglas.moore2@cityofhouston.net) no later than **12:00 PM, Thursday, July, 12 2007.**

**BIDDER’S QUALIFICATIONS & EXPERIENCE**

Please furnish the names of organizations, for whom your company has provided **Water Meter Instrumentation, Calibration & Repair Services** over the last three years. Preferred references shall have requested services in nature of similar size, type and scope to that described herein. Please provide three (3) references to the larger accounts, which service was provided. Attach additional pages if necessary.

- 1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
  
- 2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_
  
- 3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Services: \_\_\_\_\_

**SITE INSPECTION**

The City of Houston reserves the right to inspect the bidder’s current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

**QUALITY AND WORKMANSHIP**

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**

1.0 Scope of Services:

1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, transportation, equipment, supplies and facilities necessary to provide preventive maintenance service and demand service to the Surface Water System. In addition, from time to time, the Contractor may be called upon to perform demand service calibration checks or witness calibrations for effluent meters, sub-meters, and/or City of Houston meter installations. The Contractor may also be called upon to perform demand service flow test to fire service lines using ultrasonic meters or other flow detection devices.

2.0 Certain Warranties:

2.1 The Contractor further warrants with respect to any spare parts, replacement parts, and goods furnished by it as follows that:

2.1.1 Such items shall be free of defects in title, material, and workmanship for the first year and/or manufacturer's warranty, whichever is greater.

2.1.2 Each item meets or exceeds the specifications and requirements specified in the O&M Manuals for the instrument in which the item is installed.

2.1.3 Each replacement item is new.

2.1.4 No such item or use thereof infringes any patent, copyright, or proprietary right.

2.1.5 Services performed during warranty period will be performed at no cost to the City.

3.0 Work Orders:

3.1 The City Representative will issue work orders to the Contractor. These work orders shall be ranked according to prioritization as follows:

3.1.1 Priority 1: Requires a response time of no more than two (2) days.

3.1.2 Priority 2: Requires a response time of no more than one (1) week.

3.2 The Contractor shall be on location and commencing work required in the work order within the time period corresponding to the priority level of the work order. (See Exhibit "BB" for locations)

3.3 The Contractor shall not make any deviations from the prioritization of a work order unless approved or required by the City's Representative.

3.4 The Contractor is responsible for recording old and new equipment being removed and installed on the assigned work order. All old parts removed from the job sight are to be returned to the assigned City sight at the end of the day and completion of all work orders.

3.5 Contractor will provide detailed information of services performed such as: address of location; date; work order number; contract number; the beginning and ending readings; the manufacturer's name, size, type and serial number of equipment being calibrated; totalizer multiplier and as found as left readings for the totalizer, transmitter and recorder.

- 3.6 If during a preventive maintenance calibration a damage equipment problem is discovered and the problem can not be resolved immediately, then the Contractor shall inform the City Representative immediately and not more than 24 hours later. The City Representative will then issue a Demand Work Order with the appropriate priority level for that installation.
- 3.7 The work order requirements detailed herein provide an official means of communicating with the Contractor and prioritizing items of work. It is not the parties' intent that the City Representative manage or supervise day-to-day work by the Contractor at the locations. If the Contractor has commenced work and if the work order cannot be completed within this period, the Contractor must contact the City Representative and give an approximate completion date. Work order completion periods will be a major part of Contractor performance evaluation.
- 3.8 The Contractor may not negotiate or perform any work and/or services related to City of Houston water service lines, water/sewer meter stations and appurtenances, testing and calibration of instrumentation without prior written approval from the City of Houston Contract Administrator. Contractor must submit written detailed proposed work plans, drawings or sketches, a detailed list of part and equipment to be installed, and the estimated construction start and completion dates. The contractor's request must be made 72 hours prior to the estimated start date. The Contract Administrator will notify Contractor in writing if their project was approved or disapproved.
- 3.9 The Contractor must provide customer names, details of work to be performed, equipment and parts to be used for all current and/or proposed service and/or contract agreement with City of Houston customers, to perform any work and/or services related to the water service lines, meter stations and appurtenances, testing and calibration of instrumentation.
- 3.10 Work and/or services performed must be according to City of Houston Standard Specifications and must be inspected by City Personnel. The Contractor will schedule inspection with the Contract Administrator 48 hours prior to the scheduled project start date.
- 3.11 Meters, instrumentation and replacement parts must be new and approved for use in the City of Houston. Meter instrumentation, testing and calibrations will be performed according to the City of Houston specifications.
- 3.12 Any work or services performed by the Contractor not meeting City of Houston standard specifications, or equipment and/or parts installed that are not approved for use in the City of Houston will be immediately removed, reconstructed and replaced with new equipment an/or parts replaced by the Contractor at their expense. Such work will be performed within 48 hours of receipt of the notification by the Contractor.
- 3.13 Upon completion of work and/or services performed, the Contractor will forward a copy of the work order issued to the company where service was performed, along with all testing, calibration and factoring results to the City of Houston Contract Administrator.

#### 4.0 Preventive Maintenance Program:

- 4.1 During the Mobilization Period, the Contractor will be provided with a preventive maintenance program. The Contractor will be required to: make a field visit to each meter station to identify plant contact information, phone numbers, procedures for entry into the plant, safety and work permit requirements.
- 4.2 The contractor must update this preventive maintenance program twice a year and shall include any changes in equipment, contact information etc. Maintaining an accurate

preventive maintenance program will be a part of the Contractor's Performance Evaluation.

- 4.3 During the Service Term all work done by the Contractor must be either: (1) in response to a written City work order, or (2) pursuant to the approved Preventative Maintenance Program.

5.0 Status Reports:

- 5.1 During the Service Term, the Contractor shall provide the City Representative a monthly status report. The exact format and content for the monthly status report will be determined by the City Representative and the Contractor during the Mobilization Period. Typically, the monthly status report will include lists of work orders completed during that month, status of uncompleted work orders, summary of hours, current spare parts inventory, and other items of interest. Invoices will be paid upon receipt of monthly status reports.

6.0 Quality Control:

- 6.1 Quality control checks shall be performed by the Contractor on all components prior to installation to insure such component is functioning in accordance with the criteria provided elsewhere in the Contract.
- 6.2 The Contractor shall develop a Quality Control Check Procedure for all equipment purchased for the COH. The contractor shall provide in writing the results of Quality Control Reports before installation. Submittal of Quality Control Reports will be a part of Contractor's Performance Evaluation.

7.0 Repair and Replacement:

- 7.1 The Contractor shall repair, inspect, and/or trouble shoot assemblies and sub-assemblies of the Instrumentation in lieu of replacement unless the cost therefore exceeds 50% of the City's cost of replacement for a new item. If the cost of repair for a defective part exceeds 50% of the City's cost of replacement for such part, then the Contractor will promptly notify the City's Representative within 24 hours via a written cost analysis for a determination whether to replace or repair the part.
- 7.2 In the event the Contractor determines that a component is not replaceable on-site, the Contractor shall notify the City's Representative and request permission to remove the component. Approval shall not be unreasonably withheld or denied.
- 7.3 All replacement components shall: (1) be the latest made or version available, and (2) shall comply with the requirements given elsewhere in the Contract.

8.0 Preventive Maintenance:

- 8.1 During the Service Term, the Contractor shall provide preventive maintenance in accordance with the Preventive Maintenance Program unless otherwise required or permitted in writing by the City Representative. It is understood that the Contractor's Preventive Maintenance Program will provide details for the Preventive Maintenance Program, including frequency of tasks, required materials, and documentation procedures.
- 8.2 Flow verification shall be performed as requested in Exhibit "B" Partial Listing of Existing Equipment, utilizing the equipment mentioned in Exhibit "BB" Test and Shop Equipment List. During flow verification, the contractor shall record the average flows, totalizer readings and times for both the test meter and the City of Houston meter being tested. The contractor shall calculate and record count errors and percent errors for each flow verification. In addition, contractor shall flush all taps where applicable, leave all areas free of trash,

equipment and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be a part of the Contractor's evaluation.

- 8.3 Instrumentation calibration shall be performed as requested in Exhibit "B" utilizing the equipment mentioned in Exhibit "BB". Calibration of transmitters shall involve the recording of g.p.m.'s, percentage of flow, water in inches, as well as the mila amps (M.A.) output required, found and left. The contractor shall visually inspect chart recorders to assure proper functioning and record findings. Calibration of totalizers shall involve the recording of g.p.m.'s, M.A. inputs, required counts, found counts, left counts, as found percentage errors and as left percentage errors. In addition, Contractor shall flush all taps where applicable and leave all areas free of trash, equipment and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be a part of the Contractor's evaluation.

9.0 Required Test and Shop Equipment:

- 9.1 The Contractor shall provide all test and shop equipment required, including but not limited to the list of items indicated in Exhibit "BB" of these specifications. All test equipment must be traceable to National Institute of Standard Technology. Standard routine maintenance and yearly calibrations shall be an administrative cost. Contractor shall have in its possession test and shop equipment including at least the list of items listed in Exhibit "BB" calibrated by test equipment which is traceable via NIST (formerly NBS) standards.
- 9.2 Additionally, the Contractor shall supply the Field Engineer with appropriate hand tools to perform normal and necessary duties. Whenever specialized tools are required for a specific project, the Contractor shall be required to rent or purchase them after obtaining written approval from the City Representative.

10.0 Title to All Parts; Taxes:

- 10.1 Title to all materials, equipment, special tools, and supplies purchased by the Contractor for immediate replacement shall immediately vest in the City. Defective parts which are replaced by the Contractor shall be delivered to the City Representative for proper disposal. The Contractor must also submit a report listing the description for the part, the model #, serial # and the date and the location that the part was removed from. Submittal of this report will be a part of Contractor's Performance Evaluation. Submittal of these reports shall be submitted as part of the hourly preventative maintenance rate.
- 10.2 Contractor acknowledges that materials, equipment, and supplies purchased for the City are not subject to state or local sales taxes. Accordingly, the Contractor shall not be reimbursed for any sales taxes paid for Instrumentation components it purchased unless by state law or official interpretation thereof sales of such components to the City become taxable. All special tools and unused parts shall be delivered to the City of Houston representative upon termination of the contract.

11.0 Inventory Control:

- 11.1 The Contractor is responsible for maintaining a master listing of City field equipment and repair costs. The Contractor will maintain inventory records reflecting the Customer Account and location of all such items issued for that customer.
- 11.2 The inventory data will be submitted monthly to the City Representative for tracking and accountability. An annual analysis of inventory procedures, capabilities, deficiencies, and recommendations for improvement will be submitted in the annual report to the City's Representative.

11.3 The Contractor shall assist and extend full cooperation to City and external auditors.

12.0 Safety Program:

12.1 The Contractor shall ensure that all employees comply with applicable federal, state, and local regulations and that all employees are oriented to the safety, health, and environmental regulation specific to the site. The Contractor shall provide sufficient protective clothing for all employees and will enforce its use. The Contractor shall ensure that all employees are familiar with the location, purpose, and use of all safety equipment.

12.2 The Contractor will manage the day-to-day adherence to the safety program and will maintain specific safety instructions on file. All information with regards to safety hazards existing at any location will be forwarded to City Representative immediately. The Contractor will report the detection of unsafe or unhealthful working conditions or practices at the earliest possible time. Safety, health and fire prevention inspections may be made without notice by authorized personnel at any time. The Contractor's personnel will assist in any way possible and comply with all corrective actions.

12.3 Contract personnel will at all times display a badge identifying them as Contract Personnel and shall observe all security and safety regulations in effect.

12.4 The Contractor shall obtain the necessary safety equipment and training, including confined space training, in order to enter all sites listed on Exhibit "BB". The cost of this training shall be an administrative cost. The City Of Houston shall provide a City employee certified in confined space entry to assist at work sites governed by the Confined Space Entry Program.

13.0 Transportation:

13.1 The Contractor shall be responsible for providing motorized transportation for his own employees.

14.0 Operations of the Contractor:

14.1 The Section shall apply to operations of the Contractor pursuant to the Contract on premises owned or controlled by the City. The Contractor shall not make any structural modifications to such premises, nor shall the Contractor overload any floor or damage any property of the City in performing its operations. The Contractor shall strictly observe all laws, codes and ordinances, and the Contractor shall not create any hazards or unhealthful conditions.

15.0 Field Engineer:

15.1 All work will be performed by field engineer level personnel with the following minimum qualifications: (1) a two-year technical degree from an accredited college or university, and (2) to six (6) years experience with various types of flow elements, differential pressure cells, square root extractors, integrators, flow recorders, etc. using such name equipment as Rosemont Transmitters, Westronics Recorders, Syrelec Counters and AGM Integrators. Six (6) years of experience with calibration and/or use of Magnetic Flow Meter, Ultrasonic (external pipe) Flow Meters, Wiers and Parshal Flume Meters and Venturi Meters. The Contractor must provide proof of experience and training by submitting copies of vendor certificates and or verifiable references from previous companies. The Contractor must also submit verifiable work experience in a resume' format for all field engineer level personnel. At the discretion of the City Representative, equivalent military experience may be substituted for some requirements.

16.0 Additions & Deletions:

16.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

17.0 Warranty of Services:

17.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

17.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

17.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

17.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**SECTION "BB"  
EQUIPMENT LIST**

<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
1	50100009701	ADMIRAL LINEN	2116 MCGOWEN			EFFLUENT	A,B
2	50100001601	ADMIRAL LINEN	2026 MARSHALL			EFFLUENT	A,B
3	50100008201	ADMIRAL LINEN	2026 MARSHALL			EFFLUENT	A,B
4	50100009401	ADMIRAL LINEN	3520 CENTER			EFFLUENT	A,B
5	50100013401	ADMIRAL LINEN	3520 CENTER			EFFLUENT	A,B
6	50100013501	ADMIRAL LINEN	3520 CENTER			EFFLUENT	A,B
7	70990347109	AEIRFORM	9950 CHEMICAL RD.	2"	TRIDENT	TURBINE	A,B
8	70990309104	AIR LIQUIDE	11400 BAY AREA BLVD	11.67 6	FLUIDIC TECH	VENTURI	A,B
9	70993000801	AIR PRODUCTS III	1503 HWY 225	10"	ROCKWELL	TURBO	A,B
10	70993000801	AIR PRODUCTS III	1503 HWY 225	10"	ROCKWELL	TURBO	A,B
11	70990303109	AKZO	13000 BAYPARK RD.	4"	ROCKWELL	TURBINE	A,B
12	70990303109	AKZO	13000 BAY PARK	6"	TRIDENT	TURBINE	A,B
13	70990303109	AKZO	13000 BAY PARK	8"	ROCKWELL	TURBINE	A,B

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE	CAL. TYPE
14	50100010301	AMERICAN WASTEWATER	250 GELLHORN			EFFLUENT	A,B
15	50100010401	ANDERSON FREENWOOD	5425 S. RICE			EFFLUENT	A,B
16	50100008002	ANGELICA HEALTHCARE	1441 LATHROP			EFFLUENT	A,B
17	50100008301	ANHESCHER BUSCH	775 GELLHORN DR.			EFFLUENT	A,B
18	70990004107	ANHESCHER BUSH	755 GELLHORN	16"	ROCKWELL	TURBINE	A,B
19	70990004107	ANHEUSER BUSCH INC.	775 1/2 GELLHORN DR.	10"	ROCKWELL	TURBINE	A,B
20	50100009601	ANTHONY W. H.	5700 AIRLINE			EFFLUENT	A,B
21	50100011403	APPLIED EART SCIENCES	5138 SAN FELIPE			EFFLUENT	A,B
22	50100015401	ARCHER MAZDA	8455 NORTH FWY			EFFLUENT	A,B
23	70990360100	ARCO CHEMICAL	10801 CHOATE RD	10"	TRIDENT	TURBINE	A,B
24	70990360100	ARCO CHEMICAL	10801 CHOATE RD	3"	ROCKWELL	TURBINE	A,B
25	70990098102	ARISTECH (AIR PRODUCTS)	STRANG RD	10"	ROCKWELL	TURBINE	A,B
26	50100005301	ARROW STEEL	9640 CLINTON			EFFLUENT	A,B
27	50100019001	ASTROWORLD	8929 KIRBY			EFFLUENT	A,B
28	50100017901	AVIS RENTAL CAR SYSTEM	4825 RICHMOND			EFFLUENT	A,B

29	50020500102	BAGDAD	5869 WESTHEIMER			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
30	70995556201	BAYBROOK M.U.D. # 1	PUMPING	6"	ROCKWELL	TURBINE	A,B
31	70995556201	BAYBROOK MUD # 1	1443 1/2 WEST BAY AREA BLVD.	10", 2"	ROCKWELL	TURBINE	A,B
32	70995556201	BAYBROOK MUD#1	PUMPING	6"	TRIDENT	TURBINE	A,B
33	70995556201	BAYBROOK MUD#1	BAYBROOK MALL/GULF FWY	8"	TRIDENT	TURBINE	A,B
34	70995556201	BAYBROOK TOY'S R US	W. BAY AREA BLVD.	2"	TRIDENT	T-10	A,B
35	70990067104	BAYER	WEST BAY ROAD	16"	SPARLING	PROPELLOR	A,B
36	70990013105	BAYTANK	1221 PORT RD	4"	SENSUS	TURBINE	A,B
37	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI	A,B
38	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI	A,B
39	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI	A,B
40	50100006901	BEST UNIFORM CO.	6410 CAVALCADE			EFFLUENT	A,B
41	50100007001	BEST UNIFORM CO.	6410 CAVALCADE			EFFLUENT	A,B
42	50100016801	BMC REAL PROPERTIES	2101 CITYWEST BLVD.			EFFLUENT	A,B
43	50100021301	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B
44	50100021401	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B

45	50100021501	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
46	50100021601	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B
47	50100021701	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B
48	50100021801	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT	A,B
49	50100014001	BROWNING FERRIS	5301 BROOKGLEN			EFFLUENT	A,B
50	50100009501	BROWNING FERRIS INDUSTRIES	8101 LITTLE YORK			EFFLUENT	A,B
51	50100020801	CALCO OF HOUSTON WELL # 1	2400 DALLAS			EFFLUENT	A,B
52	50100020901	CALCO OF HOUSTON WELL # 2	2400 DALLAS			EFFLUENT	A,B
53	7099031207	CALGON	9640 BAYPORT	6"	TRIDENT	TURBINE	A,B
54	70990318102	CARPENTER	11002 CHOATE RD	4"	ROCKWELL	TURBINE	A,B
55	50100009301	CBS ENGINEERING	1505 HWY 6			EFFLUENT	A,B
56	70990314109	CELANESE	9502 BAY PORT RD	16"	BADGER	VENTURI	A,B
57	70990314109	CELANESE CHEM.	9502 BAYPORT RD.	10"	ROCKWELL	TURBINE	A,B
58	70990078104	CHAMPION INTERNATIONAL	HWY 90	16"	BADGER	VENTURI	A,B
59	50100019101	CHEMICAL LEAMAN - MTR. 1	9020 LAPORTE			EFFLUENT	A,B
60	50100019201	CHEMICAL LEAMAN - MTR. 2	9020 LAPORTE			EFFLUENT	A,B

61	50100017301	CHEVRON	4103 S. BRAESWOOD			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
62	50100014701	CHEVRON BUILDING	11111 WILCREST			EFFLUENT	A,B
63	50100016401	CHEVRON BUILDING	5001 BEECHNUT			EFFLUENT	A,B
64	70993002201	CHUSEI	12500 BAY AREA BLVD.	6"	TRIDENT	HP TURBINE	A,B
65	50011100106	CINTAS/INDUSTRIAL TOWEL	1335 KRESS			EFFLUENT	A,B
66	50100018001	CINTAS/INDUSTRIAL TOWEL	1335 KRESS			EFFLUENT	A,B
67	70990209103	CITY OF DEER PARK	2117 E. X STREET	20"	SPARLING	PROPELLER	A,B
68	7099556301	CITY OF FRIENDSWOOD	FRIENDSWOOD - LINK RD.	8"	ROCKWELL	TURBINE	A,B
69	70990002106	CITY OF GALENA PARK	STEWART AND 2ND ST.	8"	TRIDENT	TURBINE	A,B
70	70993005001	CITY OF HUMBLE	9720 FM 1960	10"	TRIDENT	TURBINE	A,B
71	70993005001	CITY OF HUMBLE	263 E MCKAY 20 N JM HESTER	10"	TRIDENT	TURBINE	A,B
72	70993002701	CITY OF JACINTO CITY	10429 MARKET	8"	ROCKWELL	TURBINE	A,B
73	70990012104	CITY OF PASADENA	HWY 225			VENTURI	A,B
74	70990012104	CITY OF PASADENA	HWY 225			VENTURI	A,B
75	70990012104	CITY OF PASADENA	METER OFF	10"	TRIDENT	TURBINE	A,B
76	70990012104	CITY OF PASADENA #1	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B

77	70990012104	CITY OF PASADENA #2	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
78	70990012104	CITY OF PASADENA #4	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B
79	70990012104	CITY OF PASADENA #6	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B
80	70990012104	CITY OF PASADENA #8	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B
81	70990012104	CITY OF PASADENA #9	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE	A,B
82	70993000101	CITY OF SOUTH HOUSTON	700 AVENUE G	4"	TRIDENT	TURBINE	A,B
83	70993000101	CITY OF SOUTH HOUSTON	700 AVENUE D	4"	TRIDENT	TURBINE	A,B
84	70993000101	CITY OF SOUTH HOUSTON	620 AVENUE G	4"	TRIDENT	TURBINE	A,B
85	70993000101	CITY OF SOUTH HOUSTON	700 AVE. J	4"	TRIDENT	TURBINE	A,B
86	70993000101	CITY OF SOUTH HOUSTON	610 1/2 AVE A	4"	TRIDENT	TURBINE	A,B
87	70993001801	CITY OF SOUTHSIDE PLACE	6309 EDLOE	8"	TRIDENT	TURBINE	A,B
88	70990382201	CITY OF WEBSTER	800 PLUMBLY	10"	ROCKWELL	TURBINE	A,B
89	70990382201	CITY OF WEBSTER	800 PLUMBLY	10"	ROCKWELL	TURBINE	A,B
90	70990382201	CITY OF WEBSTER	MAGNOLIA	10"	ROCKWELL	TURBINE	A,B
91	70990382201	CITY OF WEBSTER	MAGNOLIA	10"	ROCKWELL	TURBINE	A,B
92	70993002601	CITY OF WEST UNIVERSITY PLACE	4800 1/2 WAKEFOREST	8"	ROCKWELL	TURBINE	A,B

93	70990003106	CLEAR LAKE	GENOA RED BLUFF	16"	ROCKWELL	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
94	70990003106	CLEAR LAKE CITY WATER	MEDICAL CENTER BLVD.	24"	BIF	VENTURI	A,B
95	70993003101	CLEARBROOK CITY MUD	10901 SCARADALE	10"	NEPTUNE	TURBINE	A,B
96	50100002301	CLOROX CHEMICAL	5822 ARMOUR			EFFLUENT	A,B
97	70990064101	CONOCO	CROSBY/EAST CANAL	6"	ROCKWELL	TURBINE	A,B
98	50100020701	CONOCO MTR. #1	600 N. DAIRY ASHFORD			EFFLUENT	A,B
99	50100020601	CONOCO MTR. #2	600 N. DAIRY ASHFORD			EFFLUENT	A,B
100	50100019602	CRESCENT REAL ESTATE EQUITIES	1800 S. WEST LOOP			EFFLUENT	A,B
101	70990019100	CROWN CENTRAL	W. RICHEY	8"	TRIDENT	TURBINE	A,B
102	70990068105	D.S. EAST OXYCHEM	100 COCHRAN	12"	FOXBORO	MAGMETER	A,B
103	70990055610	D.S. WEST XRAL	CROSBY ROAD/WEST CANAL	10"	TRIDENT	TURBINE	A,B
104	50013200105	DANIEL INDUSTRIES	9720 OLD KATY			EFFLUENT	A,B
105	50100000601	DARLING INTERNATIONAL	3701 SCHALKER			EFFLUENT	A,B
106	50015300106	DEL'S PLATING WORKS	8736 SCHUMACHER			EFFLUENT	A,B
107	50100010101	DIAMOND SHAMROCK	823 EDGEBROOK			EFFLUENT	A,B
108	70990064101	DIXIE	10701 BAY AREA BLVD	4"	ROCKWELL	TURBINE	A,B

109	50100002201	DOMCO INC.	1705 OLIVER			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
110	50100003401	DOMCO INC.	1705 OLIVER			EFFLUENT	A,B
111	50100003501	DOMCO INC.	1705 OLIVER			EFFLUENT	A,B
112	50100003601	DOMCO INC.	1705 OLIVER			EFFLUENT	A,B
113	70990325109	E.I. DUPONT	BAYPORT BLVD.	8"	HERESY	TURBINE	A,B
114	70990028109	E.I.DUPONT	STRANG.RD	24"	BIF	VENTURI	A,B
115	70993006701	E.I.S.A.I. - VITAMIN E	9801 BAY AREA BLVD.	8"	ROCKWELL	TURBINE	A,B
116	50011700101	EARTHGRAINS	4104 LEELAND			EFFLUENT	A,B
117	50100003201	EARTHGRAINS	1802 INGEBORG			EFFLUENT	A,B
118	50100012801	ECCO PROPERTIES	4423 SAN FELIPE			EFFLUENT	A,B
119	70993001901	EGP FUELS	SENS RD,	6"	ROCKWELL	TURBINE	A,B
120	50016000100	ENGINEERS AND FAB	3501 W 11TH ST.			EFFLUENT	A,B
121	50100015201	ENRON	7210 ARDMORE			EFFLUENT	A,B
122	70990061109	ENTERPRISE	MONT BELVIEU	20"	ROSEMONT	VENTURI	A,B
123	70990061109	ENTERPRISE	MONT BELVIEU	6"	MCCROMET	TURBINE	A,B
124	50018100102	EVERNEW ENTERPRISE	15831 JOHN F KENNEDY			EFFLUENT	A,B

125	50100010001	EXCURSION TRAINS	567 T C JESTER			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
126	70990326100	EXXON	5121 GENOA RED BLUFF	6"	ROCKWELL	TURBINE	A,B
127	70990079105	EXXON	13330 HATCHERVILLE RD.	8"	TRIDENT	TURBINE	A,B
128	50100004601	EXXON CHEM/BIOPOLMER	8233 STEDMAN			EFFLUENT	A,B
129	50010500100	EXXON CHEM/SANITARY SEWAGE	8233 STEDMAN			EFFLUENT	A,B
130	50100017701	EXXON CO. USA	9670 WESTHEIMER			EFFLUENT	A,B
131	50100017601	EXXON CO. USA	8588 LONG POINT			EFFLUENT	A,B
132	50100011101	EXXON CO. USA/AES	13350 ALMEDA RD			EFFLUENT	A,B
133	50100011301	EXXON COMPANY	1401 WIRT			EFFLUENT	A,B
134	50100017501	EXXON COMPANY	5902 SAN FELIPE			EFFLUENT	A,B
135	43276686201	EXXON LAND DEVELOPMENT	217 W GREENS RD.			EFFLUENT	A,B
136	50100020401	EXXON LAND DEVELOPMENT	217 W. GREENS			EFFLUENT	A,B
137	70990080106	EXXON PIPELINE	15 WINFREE RD.	8"	BADGER	VENTURI	A,B
138	50100015701	FINCHER MOTOR CO.	8245 NORTH FWY			EFFLUENT	A,B
139	50100004901	FIRE BARRACKS	9640 CLINTON			EFFLUENT	A,B
140	70990317100	FMC	12000 BAY AREA BLVD.	6"	TRIDENT	TURBINE	A,B

141	50020800107	FONDREN SOUTHWEST AUTO DETAILING	12929 FONDREN			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
142	50016800108	FORCE INC	7026 LAWNDALE			EFFLUENT	A,B
143	50100015301	FRED HAAS TOYOTA	8335 NORTH FREEWAY			EFFLUENT	A,B
144	50010700103	GENERAL FOODS	3900 HARRISBURG			EFFLUENT	A,B
145	50016100103	GLASS AND DOOR	2002 BRITTMORE			EFFLUENT	A,B
146	70993002101	GLOBAL OCTANE	TIDAL ROAD	14"	FLO-MAX	VENTURI	A,B
147	70993005301	GNI/GROUP	2525 BATTLEGROUND RD.	8"	TRIDENT	TURBINE	A,B
148	70990330103	GOODYEAR TIRE & RUBBER	13441 BAY AREA BLVD.	6"	ROCKWELL		A,B
149	70990333106	GRAVER SOUTHWEST		4"	TRIDENT	TURBINE	A,B
150	50100006701	GSF ENERGY	9416 LEY			EFFLUENT	A,B
151	50100006801	GSF ENERGY	9416 LEY			EFFLUENT	A,B
152	50100018701	GTM SERVICE	6407 HURST			EFFLUENT	A,B
153	50020400102	GULF COAST KENWORTH	6855 E. NORTH LOOP			EFFLUENT	A,B
154	70990358110	GULF COAST LIMESTONE	10430 PORT RD.	3"	TRIDENT	TURBINE	A,B
155	70990336109	GULF COAST WASTE	910 BAY AREA BLVD.	4"	ROCKWELL	TURBINE	A,B
156	70990010102	GULF COAST WATER AUTHORITY	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE	A,B

157	70990010102	GULF COAST WATER AUTHORITY - A	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
158	70990010102	GULF COAST WATER AUTHORITY - C	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE	A,B
159	70990010102	GULF COAST WATER AUTHORITY - D	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE	A,B
160	70990010102	GULF COAST WATER AUTHORITY- B	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE	A,B
161	50100005101	GULF STATES TOYOTA/ METER # 1	9640 CLINTON			EFFLUENT	A,B
162	50100005201	GULF STATES TOYOTA/ METER # 2	9640 CLINTON			EFFLUENT	A,B
163	50100006101	GULF STATES TOYOTA/METER #3	9640 CLINTON			EFFLUENT	A,B
164	50100005601	GULF STATES TOYOTA/METER #5	9640 CLINTON			EFFLUENT	A,B
165	70990339101	HALDOR TOPSOE	10010 BAYPORT	2"	TRIDENT	TURBINE	A,B
166	70993001701	HALTERMANN	16717 JACINTO PORT BLVD	6"	TRIDENT	TURBINE	A,B
167	70990091106	HAMPSHIRE	739 BATTLEGROUND RD.	6"	ROCKWELL	TURBINE	A,B
168	70993004201	HARRIS COUNTY M.U.D. # 122	S. GESSNER ROAD	8"	TRIDENT	TURBINE	A,B
169	70990001701	HARRIS COUNTY M.U.D. #55	WEST BAY AREA	6"	TRIDENT	TURBINE	A,B
170	70993001401	HARRIS COUNTY M.U.D. #8	NORMANDY BRIDGE	10"	ROCKWELL	TURBINE	A,B
171	70993001401	HARRIS COUNTY M.U.D. #8	HALIFAX INTERCONNECT	10"	HERSEY	TURBINE	A,B
172	70993003801	HARRIS COUNTY M.U.D. 158	13403 GABY VIBRO DR.	8"	TRIDENT	TURBINE	A,B

173	70993003801	HARRIS COUNTY MUD # 158	13455 BELLAIRE	10"	ROCKWELL	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
174	70993003801	HARRIS COUNTY MUD # 158	13550 INDIAN BLANKET	8"	HERSEY	TURBINE	A,B
175	50017800109	HEB MILK PLANT	10010 CLAY RD.			EFFLUENT	A,B
176	50100007601	HEIGHTS CLEANERS	220 E 11 <sup>TH</sup>			EFFLUENT	A,B
177	50100017401	HERTZ RENT A CAR	5050 WRIGHT			EFFLUENT	A,B
178	70993004001	HILLSHIRE VILLAGE	1350 GLOURI	6"	HERSEY	TURBINE	A,B
179	70990016108	HLP BAYTOWN	FM 1405	12"	BADGER	VENTURI	A,B
180	70990015107	HLP UVALDE/CHANNELVIEW	UVALDE		BADGER	VENTURI	A,B
181	50100000301	HOUSTON COCA COLA	2819 BERKLEY			EFFLUENT	A,B
182	50100000201	HOUSTON COCA COLA	2800 BISSONNET			EFFLUENT	A,B
183	50014605102	HOUSTON COUNTRY CLUB	1 POTOMAC			EFFLUENT	A,B
184	50100007101	HOUSTON HEAT TRACING	1301 HAYS			EFFLUENT	A,B
185	50100009801	HOUSTON HEAT TRACING	4111 ROBERTSON			EFFLUENT	A,B
186	70990297103	HUNTSMAN	12222 PORT RD	12"		VENTURI	A,B
187	50100000501	HURRICANE TANK CLEANING	11000 BEAUMONT			EFFLUENT	A,B
188	50010400100	INDRESCO	7007 PINEMONT			EFFLUENT	A,B

189	50100019301	INDUSTRIAL METAL FINISHING	4200 PERRY			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
190	50100019401	INDUSTRIAL METAL FINISHING	4200 PERRY			EFFLUENT	A,B
191	50100016301	INTERNATIONAL ENGINEERS	1314 WEST BELT NORTH			EFFLUENT	A,B
192	50100006001	INT'L SEAMANS	9640 CLINTON			EFFLUENT	A,B
193	70993002401	ITC		1.5"	ROCKWELL		A,B
194	50100007301	JACOB STERN & SONS	1906 75 <sup>TH</sup>			EFFLUENT	A,B
195	50019300101	JALCO	5148 LOTUS			EFFLUENT	A,B
196	50100006602	KINGS ROW MANUFACTURED HOME	10810 TELEPHONE			EFFLUENT	A,B
197	50100015901	KINGWOOD ATHLETIC CLUB	806 RISSELL PALMER			EFFLUENT	A,B
198	70993000701	LAPORTE WATER AUTHORITY	SOUTHEAST PURIFICATION	16"	ROCKWELL	TURBINE	A,B
199	50100007701	LINDEBERG	8316 EAST FWY			EFFLUENT	A,B
200	70990347109	LIQUID CARBONIC	9950 CHEMICAL RD.	2"	TRIDENT	TURBO	A,B
201	50100015601	LONE STAR FORD INC.	8477 1/2 NORTH FWY			EFFLUENT	A,B
202	50100011503	LTV ENERGY PRODUCTS	7600 S. SANTA FE DR.			EFFLUENT	A,B
203	70990044103	LUBRIZOL	TIDAL RD.	10"	ROCKWELL	TURBINE	A,B
204	70990005614	LYONDELL CITGO	HWY 225	30"	BIF	VENTURI	A,B

205	70990048107	LYONDELL PETROCHMCAL.	UVALDE/CHANNELVIEW	36"	BADGER	VENTURI	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
206	70990065102	LYONDELL/ENRON	MONT BELVIEU	8"	TRIDENT	TURBINE	A,B
207	70990346108	MCKENZIE TANK LINES	11500 CHOATE RD.	4"	ROCKWELL		A,B
208	50019400101	MEMORIAL HOSPITAL	7600 BEECHNUT			EFFLUENT	A,B
209	70993004101	MEMORIAL VILLAGE					A,B
210	50100017001	METAL PLATE	10625 NEEDHAM			EFFLUENT	A,B
211	70990045104	MILLENNIUM PETROCHEMICALS/SYNG AS	HWY 225			VENTURI	A,B
212	70990045104	MILLENNIUM PETROCHEMICALS/SYNG AS	11603 STRANG RD	10"	ROCKWELL	TURBINE	A,B
213	70990045104	MILLENNIUM PETROCHEMICALS/SYNG AS	11603 STRANG RD	10"	TRIDENT	TURBINE	A,B
214	50100008101	MIRROR INDUSTRIES	11510 KILBURN			EFFLUENT	A,B
215	70990096100	MOBIL CHEMICAL	9822 LAPORTE FWY	10"	ROCKWELL	TURBINE	A,B
216	70990025106	MOBIL MINING	HWY 225	10"	HERSEY	TURBINE	A,B
217	50100002801	MONARCH PAINT #1	3530 LANG RD.			EFFLUENT	A,B
218	50100008401	MONARCH PAINT #2	3526 LANG			EFFLUENT	A,B
219	50100019901	MONTCLAIR	5564 WESLAYAN			EFFLUENT	A,B

220	70990342104	MONTELL					A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
221	50100002901	NEWPARK SHIP BLDG. REPAIR	8502 CYPRESS			EFFLUENT	A,B
222	70993003201	NISSEKI	10500 BAY AREA BLVD.	3"	TRIDENT	TURBINE	A,B
223	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE	A,B
224	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE	A,B
225	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE	A,B
226	70993001001	NOVA MOLECULAR	10200 BAY AREA BLVD.	3"	TRIDENT	TURBINE	A,B
227	70990069106	OCCIDENTAL	HWY 225	24"	TECHTUBE	VENTURI	A,B
228	70993004701	OILTANKING	15602 JACINTO PORT BLVD.	10"	ROCKWELL	TURBINE	A,B
229	70993004901	OILTANKING	15602 JACINTO PORT BLVD.	10"	ROCKWELL	TURBINE	A,B
230	70990066103	OXY GULF COAST FRACTIONATORS	9500 FM 1942	10"	ROCKWELL	TURBINE	A,B
231	50100021001	OZARKA	9351 E POINT			EFFLUENT	A,B
232	50100019501	PARK PLAZA WAREICK	5702 FANNIN			EFFLUENT	A,B
233	50100013903	PARK PLAZA WARWICK	5702 FANNIN			EFFLUENT	A,B
234	70990363103	PETROLITE	13200 BAYPARK	4"	TRIDENT	TURBINE	A,B
235	50100020001	PETROSIN	12221 ALMEDA			EFFLUENT	A,B

236	70990300106	PETROUNITED	11666 PORT RD	3"	TRIDENT	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
237	50100018201	PHAM TUYHN	1109 #A TELEPHONE			EFFLUENT	A,B
238	70990021619	PHILLIPS	HWY 225	36"	TECH TUBE	VENTURI	A,B
239	50100020501	PHOTOCOLOR OH HOUSTON	3302 AUDLEY			EFFLUENT	A,B
240	50100018601	PILGRIM CLEANERS	11320 FONDREN RD.			EFFLUENT	A,B
241	50100018301	PILGRIM CLEANERS	6415 SAN FELIPE			EFFLUENT	A,B
242	50100018501	PILGRIM CLEANERS	10816 W. BELLFORT			EFFLUENT	A,B
243	50100017801	PILGRIM CLEANERS	2538 BRIAR RIDGE			EFFLUENT	A,B
244	50100019801	PILGRIM CLEANERS	1498 WILCREST			EFFLUENT	A,B
245	50100021101	PLEXMAR RESINS	959 PLEASANTVILLE			EFFLUENT	A,B
246	50011500100	PM AG PRODUCTS	7600 S. HARBOR DR.			EFFLUENT	A,B
247	50100007801	PORT OF HOU/SEWER	9000 CLINTON			EFFLUENT	A,B
248	70993002501	PORT OF HOUSTON	3100 PENN CITY RD.	6"	ROCKWELL	TURBINE	A,B
249	50100002101	PORT OF HOUSTON	1600 77TH ST.			EFFLUENT	A,B
250	70990094109	PRAXIR	556 SENS RD	10"	ROCKWELL	TURBINE	A,B
251	50100018101	REDDY ICE	9122 TELEPHONE			EFFLUENT	A,B

252	50100001701	REED TOOL COMPANY	6501 NAVIGATION BLVD.			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
253	70993003001	REGIONAL WATER AUTHORITY	10211 1/2 HUGHES RD.	6"	ROCKWELL	TURBINE	A,B
254	70993003001	REGIONAL WATER AUTHORITY	10730 SAGE TRAIL	6"	ROCKWELL	TURBINE	A,B
255	50012000105	RHONE-POULENC CHEMICAL	8615 MANCHESTER			EFFLUENT	A,B
256	50100005801	RHONE-POULENC CHEMICAL	8615 MANCHESTER			EFFLUENT	A,B
257	50100007201	RIVIANA	1702 TAYLOR			EFFLUENT	A,B
258	70990053101	ROHM & HAAS	TIDAL RD	20.48 2"	BADGER	VENTURI	A,B
259	70990057101	ROLLINS ENVIRONMENTAL	HWY 134	10"	ROCKWELL	TURBINE	A,B
260	70990057101	ROLLINS ENVIRONMENTAL	HWY 134	10"	ROCKWELL	TURBINE	A,B
261	50010705107	ROYAL COACH	700 W. GREENS			EFFLUENT	A,B
262	50100014601	ROYAL COACH	700 W GREENS			EFFLUENT	A,B
263	50100019701	ROYAL COACH	700 W GREENS			EFFLUENT	A,B
264	70993004801	S.W MUD # 1	FONDREN & FONMEADOW	10"	TRIDENT	TURBINE	A,B
265	70993004801	S.W. MUD # 1	8000 WEST AIRPORT BLVD.	10"	TRIDENT	TURBINE	A,B
266	50017900108	SANDVIK ROCK TOOLS	8760 CLAY			EFFLUENT	A,B
267	50100015501	SATURN OF HOUSTON	8355 NORTH FWY			EFFLUENT	A,B

268	50012600100	SCHUMACHER	5610 POLK			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
269	50100005702	SE PURIFICATION	3100 GENOA RED BLUFF			EFFLUENT	A,B
270	50100000401	SHASTA BEVERAGES	7333 MAJOR			EFFLUENT	A,B
271	70990073100	SHELL OIL	CENTER STREET	36"	TECH TUBE	VENTURI	A,B
272	50100002001	SHELL OIL	1500 OLD SPANISH TRAIL			EFFLUENT	A,B
273	50100014901	SHELL OIL	2302 #A W HOLCOMBE			EFFLUENT	A,B
274	50100018401	SHELL OIL COMPANY	200 N. DAIRY ASHFORD			EFFLUENT	A,B
275	50100015101	SHELL OIL COMPANY	200 N DAIRY ASHFORD			EFFLUENT	A,B
276	70990020618	SIMPSON PAPER	PASADENA	16"	TECH TUBE	VENTURI	A,B
277	70990020618	SIMPSON PAPER	PASADENA (MAIN)	24"	TECH TUBE	VENTURI	A,B
278	70993004301	SOUTHEAST MUD. #1					A,B
279	50100017201	SOUTHERN PACIFIC	3502 ROGERDALE			EFFLUENT	A,B
280	50100016501	SOUTHERN PACIFIC # 15348	1400 HARDY			EFFLUENT	A,B
281	50100016401	SOUTHERN PACIFIC # 15349	1409 HARDY			EFFLUENT	A,B
282	50100016601	SOUTHERN PACIFIC # 15350	1409 HARDY			EFFLUENT	A,B
283	50100008801	SOUTHWEST IMPREDLON	15014 LEE RD			EFFLUENT	A,B

284	50100017101	SPARKLE ICE CORPORATION	6004 N. SHEPHERD			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
285	50100013301	STAR ENTERPRISE	12859 #A KIMBERLEY			EFFLUENT	A,B
286	50100016001	STAR ENTERPRISE	6923 ANTOINE			EFFLUENT	A,B
287	50100021201	STAR ENTERPRISE	2601B S WEST LOOP			EFFLUENT	A,B
288	50100005401	STORAGE PROCESSORS	9640 CLINTON			EFFLUENT	A,B
289	50013600109	TBC-BRINADD	235 FARISS			EFFLUENT	A,B
290	50013400119	TEN TEN TRAVIS	1001 LOUISIANA			EFFLUENT	A,B
291	50100018801	TEXAS DEPARTMENT OF TRANSPOR.	6922 KATY RD.			EFFLUENT	A,B
292	70990085100	TEXAS EASTERN	HWY 146	8"	TRIDENT	TURBINE	A,B
293	70990085100	TEXAS EASTERN	HWY 146	8"	TRIDENT	TURBINE	A,B
294	50100009903	TEXAS LEHIGH CEMENT	565 T.C. JESTER			EFFLUENT	A,B
295	70990008617	TEXAS PETROCHEMICAL	ALLENDALE	14"	BADGER	VENTURI	A,B
296	50100005901	TEXAS PETROCHEMICAL	8600 PARK PLACE			EFFLUENT	A,B
297	50100000103	THAKORBHAI V PATEL	4831 N. SHEPHERD			EFFLUENT	A,B
298	50100004701	THAKORBHAI V PATEL	4831 N. SHEPHERD			EFFLUENT	A,B
299	50100006502	THE CELOTEX COTP.	1400 POST OAK			EFFLUENT	A,B

300	50018200100	THE GROCE	753 LOCKWOOD			EFFLUENT	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
301	50100013801	THE WILLOWICK	2200 WILLOWICK			EFFLUENT	A,B
302	50100001902	THERMAL ENERGY CORP	1615 BRAESWOOD			EFFLUENT	A,B
303	50100001901	THERMAL ENERGY CORP	1615 BRAESWOOD			EFFLUENT	A,B
304	50020600104	THROWER ENTERPRISES	5409 N. SHEPHERD			EFFLUENT	A,B
305	50100015801	TRAILWAYS	2121 MAIN			EFFLUENT	A,B
306	70990294100	TRIGAS (AIRCO INC.)	13440 BAY AREA BLVD.	6"	ROCKWELL	TURBINE	A,B
307	70990092107	TX.PRKS AND WILDLIFE	3523 HWY 134	2"	ROCKWELL	TURBINE	A,B
308	70990095100	U.S. STEEL	FM 1405/BAYTOWN		BADGER	VENTURI	A,B
309	70990095100	U.S. STEEL	FM 1405/BAYTOWN		BADGER	VENTURI	A,B
310	50018705100	UNCLE BENS INC	5610 CLINTON			EFFLUENT	A,B
311	70993003401	VELERO REFINING(PHIBRO)	9700 STEELMAN	10"	ROCKWELL	TURBINE	A,B
312	70990384102	VELSICOL CHEMICAL	10201 BAY AREA BLVD	2"	TRIDENT	TURBINE	A,B
313	70990384102	VELSICOL CHEMICAL	10201 BAY AREA BLVD	6"	ROCKWELL	TURBINE	A,B
314	50100005502	VOLKSWAGON OF AMERICA	9640 CLINTON			EFFLUENT	A,B
315	50100009101	VOLKSWAGON OF AMERICA	9640 CLINTON			EFFLUENT	A,B

316	70993006801	W.W. CANNING	223 N. BROCKMAN	6"	TRIDENT	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
317	70990075101	WARREN PETROLEUM	HWY 146	10"	ROCKWELL	TURBINE	A,B
318	70990075101	WARREN PETROLEUM	HWY 146	8"	ROCKWELL	TURBINE	A,B
319	7099075101	WARREN PETROLEUM	10319 HWY 146		SPARLING	PROPELLER	A,B
320	7099075101	WARREN PETROLEUM	10319 HWY 146		SPARLING	PROPELLER	A,B
321	43272730301	WARWICK REAL ESTATE	5702 FANNIN			EFFLUENT	A,B
322	50100012901	WASTE MANAGEMENT	3228 BENNINGTON			EFFLUENT	A,B
323	50100013001	WASTE MANAGEMENT	3228 1/2 BENNINGTON			EFFLUENT	A,B
324	50100016901	WESTCHASE SHOPPING	9709 WESTHEIMER			EFFLUENT	A,B
325	50014600108	WESTERN ATLAS	10201 WESTHEIMER			EFFLUENT	A,B
326	50018000109	WESTERN ATLAS	10205 WESTHEIMER			EFFLUENT	A,B
327	50020200109	WESTERN ATLAS	10201 WESTHEIMER			EFFLUENT	A,B
328	50019405106	WESTWOOD COUNTRY CLUB	8888 COUNTRY CREEK			EFFLUENT	A,B
329	50100003701	WESTWOOD COUNTRY CLUB	8888 COUNTRY CREEK			EFFLUENT	A,B
330	50100001801	WILLIAM MARSH RICE UNIVERSITY	6100 MAIN			EFFLUENT	A,B
331	50018205105	WR GRACE	4323 CRITES			EFFLUENT	A,B

332	70990055610	XRAL (DIAMOND SHAMROCK)	MONT BELVIEU	10"	TRIDENT	TURBINE	A,B
<b>ITEM #</b>	<b>ACCT#</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>SIZE</b>	<b>MAKE</b>	<b>TYPE</b>	<b>CAL. TYPE</b>
333	50019000109	Y N PROPERTIES	6115 SKYLINE			EFFLUENT	A,B
334	70990345107	ZENECA	5757 UNDERWOOD	10"	TRIDENT	TURBINE	A,B
335	50016400104	ZENECA INC	8901 HEMPSTEAD			EFFLUENT	A,B
336	50100004401	ZENECA INC - #2	8901 HEMPSTEAD			EFFLUENT	A,B
337	50100004301	ZENECA INC - #3	8901 HEMPSTEAD			EFFLUENT	A,B
338	50100013101	ZENECA INC # 5	8901 HEMPSTEAD			EFFLUENT	A,B
339	50100004501	ZENECA INC #4	8901 HEMPSTEAD			EFFLUENT	A,B
340	70995556105	ZEON	11235 CHOATE RD	8"	ROCKWELL	TURBINE	A,B

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID #** \_\_\_\_\_

**COUNTY OF HARRIS**

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

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

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **WATER METER INSTRUMENTATION, CALIBRATION AND REPAIR SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and \_\_\_\_\_ ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**

City Purchasing Agent for Director  
of Public Works & Engineering Department  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Parties agree as follows:

**2.0 TABLE OF CONTENTS**

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- \* B. SCOPE OF SERVICES
- \* BB. SCOPE OF SERVICES (EQUIPMENT LIST)
- \* C. EQUAL EMPLOYMENT OPPORTUNITY
- \* D. MWBE SUBCONTRACT TERMS
- \* E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- \* G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. PERFORMANCE BOND

\* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

**3.0 PARTS INCORPORATED**

3.1 The above described sections and exhibits are incorporated into this Agreement.

**4.0 CONTROLLING PARTS**

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

**5.0 DEFINITIONS**

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

**6.0 SIGNATURES**

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Federal Tax ID Number: \_\_\_\_\_

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Purchasing Agent

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:

\_\_\_\_\_

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB".

### 2.0 RELEASE

- 2.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### 3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
  - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
  - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
  - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

## 4.0 **INDEMNIFICATION PROCEDURES**

4.1 **Notice of Claims.** If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

4.1.1 a description of the indemnification event in reasonable detail, and

4.1.2 the basis on which indemnification may be due and

4.1.3 the anticipated amount of the indemnified loss.

4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

4.3 **Defense of Claims**

4.3.1 **Assumption of Defense.** Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

4.3.2 **Continued Participation.** If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

## 5.0 **INSURANCE**

5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition **Best's Key Rating Guide**. Contractor shall maintain the following insurance coverage in the following amounts:

5.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate

5.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount

5.1.3 Automobile Liability insurance  
\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy  
Aggregate Limits are per 12-month policy period unless otherwise indicated

- 5.1.4 Employer's Liability
  - Bodily injury by accident \$100,000 (each accident)
  - Bodily injury by disease \$100,000 (policy limit)
  - Bodily injury by disease \$100,000 (each employee)

5.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

- 5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

## **6.0 WARRANTIES**

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

- 6.2.1 that all items are free of defects in title, material, and workmanship,
- 6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 6.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

## **7.0 LICENSES AND PERMITS**

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

## **8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C".

## **9.0 MWBE COMPLIANCE**

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at

least 7% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

- 9.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D". If Contractor 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, the subcontract must also be signed by the attorneys of the respective parties.

## **10.0 DRUG ABUSE DETECTION AND DETERRENCE**

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

## **11.0 ENVIRONMENTAL LAWS**

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or

transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

## **12.0 PERFORMANCE BOND**

12.1 The Contractor shall furnish and maintain a performance bond for 100% of contract price, conditioned on Contractor's full and timely performance of the Agreement (and payment of subcontractors). If the City exercises any option period, Contractor shall maintain a Performance Bond in the amount of 100% equal to the contract price for the option period exercised. The bond must be in substantially the form attached as Exhibit "I" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

## **13.0 CONTRACTOR'S PERFORMANCE**

13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

## **14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

### **III. DUTIES OF CITY**

## **1.0 PAYMENT TERMS**

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

**2.0 TAXES**

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**3.0 METHOD OF PAYMENT**

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

**4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS**

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**5.0 LIMIT OF APPROPRIATION**

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$\_\_\_\_\_ to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of notice]  
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)  
City Controller of the City

REQUESTED:

(Signature of the Director)  
Director

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

## **6.0 CHANGES**

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

### **CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a

Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.

- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **IV. TERM AND TERMINATION**

##### **1.0 CONTRACT TERM**

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### **2.0 NOTICE TO PROCEED**

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

##### **3.0 RENEWALS**

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

##### **4.0 TIME EXTENSIONS**

- 4.1 If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

## **5.0 TERMINATION FOR CONVENIENCE BY THE CITY**

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

## **6.0 TERMINATION FOR CAUSE BY CITY**

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
  - 6.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 6.1.2 Contractor becomes insolvent;
  - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## **7.0 TERMINATION FOR CAUSE BY CONTRACTOR**

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the

City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

## **8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS**

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## **9.0 SURETY BOND RENEWALS**

- 9.1 It is understood that a surety bond will be provided at least 30 days before end of contract term for the proper amount for the new contract term. Each bond will denote the contract term being guaranteed. Renewal of the contract by the method noted above does not obligate the existing surety company to provide a bond for the new contract term. Failure of the existing surety company to provide a bond for the new term does not constitute a default under the old contract or bond, but failure of the Contractor to obtain a substitute surety bond shall constitute a default against the Contractor; however, the City will not take action against the previous surety company.

## **V. MISCELLANEOUS**

### **1.0 INDEPENDENT CONTRACTOR**

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### **2.0 FORCE MAJEURE**

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
  - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

### **3.0 SEVERABILITY**

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **4.0 ENTIRE AGREEMENT**

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

### **5.0 WRITTEN AMENDMENT**

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

### **6.0 APPLICABLE LAWS**

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

### **7.0 NOTICES**

7.1 All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

### **8.0 NON-WAIVER**

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

## **9.0 INSPECTIONS AND AUDITS**

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **10.0 ENFORCEMENT**

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

## **11.0 AMBIGUITIES**

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

## **12.0 SURVIVAL**

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

## **13.0 PARTIES IN INTEREST**

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

## **14.0 SUCCESSORS AND ASSIGNS**

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

## **15.0 BUSINESS STRUCTURE AND ASSIGNMENTS**

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

## **16.0 REMEDIES CUMULATIVE**

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

## **17.0 CONTRACTOR DEBT**

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefore.

## **EXHIBIT A DEFINITIONS**

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

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Plant Manager" means the plant manager for the Northeast Water Purification Plant, who is the representative of the Department in charge of the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

**EXHIBIT B**  
**SCOPE OF SERVICES**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT BB**  
**SCOPE OF SERVICES**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT C  
EQUAL EMPLOYMENT OPPORTUNITY**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT D  
MWBE SUBCONTRACT TERMS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT E  
DRUG POLICY COMPLIANCE AGREEMENT**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT F  
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I, \_\_\_\_\_  
**(Name - Print/Type)** **(Title)**

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS**

I, \_\_\_\_\_  
**(Name - Print/Type)**

as an owner or officer of \_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT G  
DRUG POLICY COMPLIANCE DECLARATION**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT H  
FEES AND COSTS**

(To be inserted by the City at the time of Contract execution)

**EXHIBIT I  
PERFORMANCE BOND**

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

\_\_\_\_\_, ("Principal") and \_\_\_\_\_, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$\_\_\_\_\_ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a \_\_\_\_\_ Agreement in writing with the City for \_\_\_\_\_ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$\_\_\_\_\_ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3)

addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on \_\_\_\_\_ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Address of Principal)

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

REVIEWED:

This Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paralegal