



# CITY OF HOUSTON INVITATION TO BID

Issued: 05/30 2008

## **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, June 26, 2008** 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:

**SEWER CLEANING EQUIPMENT, MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES  
FOR  
PUBLIC WORKS & ENGINEERING DEPARTMENT  
BID INVITATION NO. S11-L22535  
NIGP CODE: 670-61**

## **BUYER**

Questions regarding this solicitation document should be addressed to **Gloria Jordan-King, Sr. Procurement Specialist**, at (713) 247-1846, or e-mail to [gloria.king@cityofhouston.net](mailto:gloria.king@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 **1:30 PM on Wednesday, June 11, 2008**.

**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 <https://purchasing.houstontx.gov/>. 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



**SEWER CLEANING EQUIPMENT, MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES  
FOR  
PUBLIC WORKS & ENGINEERING DEPARTMENT  
BID INVITATION NO. S11-L22535  
NIGP CODE: 670-61**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Sewer Cleaning Equipment, Maintenance, Repair and Replacement Parts Services for a three-year period with two (2) one-year option periods to extend for the Public Works & 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 **Sewer Cleaning Equipment, Maintenance, Repair and Replacement Parts** for the City in accordance with the Scope of Work/Specifications contained in Section "B" of this invitation to bid.

**SEWER CLEANING EQUIPMENT, MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES: (continued)**

**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
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire

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
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Certification of Agreement to Comply w' the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

**CONTRACTOR'S QUESTIONNAIRE**

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for **Sewer Cleaning Equipment, Maintenance, Repair and Replacement Parts** or that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed . Sewer Cleaning Equipment, Maintenance, Repair and Replacement Parts.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

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**  
**For**  
**SEWER CLEANING EQUIPMENT, MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES**  
**For**  
**PUBLIC WORKS & ENGINEERING DEPARTMENT**  
**BID INVITATION NO. S11-L22535**  
**NIGP CODE: 670-61**

**1.0 General:**

- 1.1 The Contractor shall furnish all supervision, personnel, labor, tools, supplies, parts, materials, equipment, and facilities and other items as necessary to provide repair and preventive maintenance services for various types of Sewer Cleaning Equipment operated by the City of Houston Department of Public Works and Engineering as described herein. These include but are not limited to the following brands of equipment: Vaccon, Pipehunter, Vactor, Harben, S.E.C.A., Aires and National Vacuum Equipment
- 1.2 All repairs must meet OEM specifications. Contractor will be held responsible for any damages caused to the vehicle due to mechanic incompetence, negligence, and improper service techniques or installation. COH may exercise the option to perform said repairs and bill vendor. The selected bidder prior to award shall provide a letter from the manufacturer stating that their company is an authorized repair facility and supplier for each item bid. The Preventative Maintenance portion of this contract will be included in the award to the successful bidder meeting specifications for that brand of equipment.

**2.0 Repair Technicians:**

- 2.1 The Contractor's repair technicians should be trained or certified by the manufacturer in the repair of the particular brand of sewer equipment or be Master ASE certified or be a graduate of an accredited automotive technical school or college, have at least three (3) years of maintenance experience on this type of equipment, and be able to provide proof to City if requested. Vendor is responsible for technician's certifications and must provide proof to City within 5 days from receipt of a written request from the City to do so.

**3.0 Replacement Parts:**

- 3.1 The Contractor shall supply all original equipment manufactured (OEM) parts or their equal. Pricing will be on a cost plus basis with the contractor supplying a copy of the original invoice from the manufacturer as proof of cost. Or equal parts must be of equal quality or better than the OEM part and must be approved by the department before substitution. Use of or equal parts without approval by the department will not be accepted by the City. Therefore, if unapproved or equal parts are used to repair the equipment, the contractor shall be required to replace those parts with OEM parts at no additional cost to the City. Use of rebuilt or remanufactured parts using OEM substitutes or "equal" parts without approval from the corresponding department will require the contractor to redo the job using OEM parts at their own expense.

**4.0 Repair Facility and Storage of Equipment/Vehicles:**

- 4.1 The contractor facility(s) must be of adequate size to support the repair of city vehicles/equipment related to this contract. The equipment must be stored in a secured storage area or a building and must be locked/secured at all times when not being serviced. The Contractor shall be responsible for replacing any and all missing/damaged apparatus from the equipment/vehicles. The City will replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles and bill the contractor for same. A site inspection may be done to verify that the contractor can meet these standards.

**SEWER CLEANING EQUIPMENT, PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:**  
**(continued)**

**5.0 On-Site Inspection:**

5.1 The PW&E Department reserves the right to make on-site inspections (when required) for all bidders and potential contract vendors to determine if a vendor actually meets published contract specifications.

**6.0 Repair Estimate/Proposal:**

6.1 The contractor will complete a Repair Estimate and send it to the PW&E Fleet Maintenance outside Service Section Manager for approval before work is started. The City Department will send the approved authorization back to the contractor authorizing the work. Work can then begin.

**7.0 Completion of Repairs/Warranty Repairs:**

7.1 The Contractor shall state on the estimate form the total turn around time for the repairs after authorization to proceed is given by Fleet Maintenance. Completion of repairs/exchanges and/or warranty returns must not exceed ten (10) business days from approval of authorization by the City unless the extension is approved.

7.1.1 The City's equipment shall have priority over other vehicle repairs and shall not be used as fill-ins.

7.1.2 Completion of repairs/exchanges or warranty returns exceeding the ten business day turnaround time will have a \$50.00 liquidated damages charge for each day it exceeds the ten business days turnaround time for repairs. This amount shall be deducted from exceeded the ten business day turnaround time; the vendor may present in writing to Fleet Manager, justification for the delay. If that the delay is caused by circumstances beyond the control of the vendor, the department may at the discretion of the Fleet Manager, waive or adjust the \$50.00 per day liquidated damages.

7.1.3 Contractor may not have more than 10% of the repairs come back for warranty repairs completed within a 12 month period.

**8.0 Equipment Acceptance:**

8.1 Equipment repairs will be inspected at the time the equipment is delivered to Fleet Management for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment will be rejected and the Contractor shall be required to make the necessary repairs. Adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the equipment re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Contractor's responsibility to make the necessary corrections per the warranty stipulations.

**9.0 Examination of Cost Sheets:**

9.1 The designated representative from the department reserves the right to examine the Contractor's parts/material cost invoices upon request.

**SEWER CLEANING EQUIPMENT, PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:**  
**(continued)**

**10.0 Preventive Maintenance:**

Preventive maintenance shall be performed based on hours of operation as the schedules below:

**10.1 Vac-Con / Vactor Preventative Maintenance Schedule**  
**(Hydrostatic Vacuum Units)**

**Every 250 hours of operation**

- 10.1.1 Lubricate vacuum compressor bearings
- 10.1.2 Check hydraulic oil reservoir level
- 10.1.3 Check oil level in water pump crankcase
- 10.1.4 Check water inlet suction strainer
- 10.1.5 Check oil level in auxiliary engine (see note 2)
- 10.1.6 Check coolant level in auxiliary engine (see note 2)
- 10.1.7 Check intake air cleaner maintenance indicator
- 10.1.8 Check belts on auxiliary engine and water pump drive (see note 2)
- 10.1.9 Drain intercooler condensation and oil
- 10.1.10 Inspect for leaks, loose nuts, bolts, hoses, and fittings
- 10.1.11 Lubricate hose reel rotary union
- 10.1.12 Lubricate front hydrostatic pump driveline
- 10.1.13 Lubricate telescopic boom slide seal
- 10.1.14 Lubricate auxiliary engine water pump drive bearings (see note 2)
- 10.1.15 Lubricate hose reel bearings
- 10.1.16 Lubricate hose reel pivot pin
- 10.1.17 Lubricate scissor lift pivots on debris body
- 10.1.18 Lubricate debris body pivots
- 10.1.19 Lubricate boom pivots
- 10.1.20 Lubricate vacuum breaker door shaft
- 10.1.21 Lubricate debris body float level indicator shaft
- 10.1.22 Lubricate hose reel chain
- 10.1.23 Lubricate boom swivel
- 10.1.24 Lubricate rear door safety "T" handle threads
- 10.1.25 Lubricate rear door seal and door locks
- 10.1.26 Lubricate rear door latch bushings
- 10.1.27 Lubricate vacuum system inlet and outlet seals
- 10.1.28 Lubricate level wind guide roller
- 10.1.29 Repair or replace any worn or damaged hoses or fittings
- 10.1.30 Replace hydraulic filter at heat exchanger (see note 1)
- 10.1.31 Change oil in auxiliary engine (see note 2)
- 10.1.32 Change oil filter in auxiliary engine (see note 2)
- 10.1.33 Clean out vacuum compressor separator box
- 10.1.34 Check operation of safety "T" handle

**Every 500 hours of operation**

- 10.1.35 Perform 250 hour service
- 10.1.36 Replace fuel pre-filter on auxiliary engine (see note 2)

**10.0 Preventive Maintenance:**

Preventive maintenance shall be performed based on hours of operation as the schedules below:

**10.1 Vac-Con / Vactor Preventative Maintenance Schedule**  
**(Hydrostatic Vacuum Units)**

**Every 500 hours of operation**

- 10.1.37 Replace fuel filter on auxiliary engine (see note 2)
- 10.1.38 Inspect all flexible fuel lines on auxiliary engine (see note 2)
- 10.1.39 Check auxiliary engine coolant concentration (see note 2)
- 10.1.40 Replace intake air cleaner element (see note 2)
- 10.1.41 Check auxiliary engine monitoring and systems (see note 2)
- 10.1.42 Obtain oil sample of hydraulic oil (see note 2)
- 10.1.43 Inspect auxiliary engine mounting suspension and fasteners (see note 2)

**Every 1000 hours of operation**

- 10.1.44 Perform 250 and 500 hour service
- 10.1.45 Change oil in water pump crankcase
- 10.1.46 Change hydrostatic filters
- 10.1.47 Check and adjust valve clearance on auxiliary engine (see note 2)
- 10.1.48 Oil samples of the hydrostatic blower drive system should be taken and oil should be changed if the sample so indicates.

**Notes**

- 1.) Change hydraulic and hydrostatic filters after the first 50 hours of operation and after 50 hours following any component repair or replacement in the hydraulic or hydrostatic system.
- 2.) Applies only to units equipped with auxiliary engine.

**10.2 Pipehunter/Harben/SECA Sewer Jet Preventive Maintenance Schedule**

- 10.2.1 Check hydraulic oil reservoir level
- 10.2.2 Check oil level in water pump crankcase
- 10.2.3 Check water inlet suction strainer
- 10.2.4 Check oil level in auxiliary engine (see note 2)
- 10.2.5 Check coolant level in auxiliary engine (see note 2)
- 10.2.6 Check intake air cleaner maintenance indicator
- 10.2.7 Check belts on auxiliary engine and water pump drive (see note 2)
- 10.2.8 Drain intercooler condensation and oil
- 10.2.9 Inspect for leaks, loose nuts, bolts, hoses, and fittings
- 10.2.10 Lubricate hose reel rotary union
- 10.2.11 Lubricate front hydrostatic pump driveline
- 10.2.12 Lubricate auxiliary engine water pump drive bearings (see note 2)
- 10.2.13 Lubricate hose reel bearings
- 10.2.14 Lubricate hose reel pivot pin
- 10.2.15 Lubricate hose reel chain
- 10.2.16 Lubricate level wind guide roller
- 10.2.17 Repair or replace any worn or damaged hoses or fittings
- 10.2.18 Replace hydraulic filter at heat exchanger (see note 1)
- 10.2.19 Change oil in auxiliary engine (see note 2)
- 10.2.20 Change oil filter in auxiliary engine (see note 2)

**10.0 Preventive Maintenance:**

Preventive maintenance shall be performed based on hours of operation as the schedules below:

**10.2 Pipehunter/Harben/SECA Sewer Jet Preventive Maintenance Schedule (continued):**

**Every 500 hours of operation**

- 10.2.21 Perform 250 hour service
- 10.2.22 Replace fuel pre-filter on auxiliary engine (see note 2)
- 10.2.23 Replace fuel filter on auxiliary engine (see note 2)
- 10.2.24 Inspect all flexible fuel lines on auxiliary engine (see note 2)
- 10.2.25 Check auxiliary engine coolant concentration (see note 2)
- 10.2.26 Replace intake air cleaner element (see note 2)
- 10.2.27 Check auxiliary engine monitoring and systems (see note 2)
- 10.2.28 Obtain oil sample of hydraulic oil (see note 2)
- 10.2.29 Inspect auxiliary engine mounting suspension and fasteners (see note 2)

**Every 1000 hours of operation**

- 10.2.30 Perform 250 and 500 hour service
- 10.2.31 Change oil in water pump crankcase
- 10.2.32 Change hydrostatic filters
- 10.2.33 Check and adjust valve clearance on auxiliary engine (see note 2)

**Notes**

- 1.) Change hydraulic and hydrostatic filters after the first 50 hours of operation and after 50 hours following any component repair or replacement in the hydraulic or hydrostatic system.
- 2.) Applies only to units equipped with auxiliary engine.

**SEWER CLEANING EQUIPMENT, PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES: (continued)**

**11.0 Fleet:**

The following vehicles will be initially involved in this service contract:

	Fund_Org	Unit_No	TechSpec	Year	Make	Model	Vin	Type
1	227201482	35879	2085-06-001	2006	FORD	CUTAWAY	1FDXE45P96DA24047	Aires
2	701201845	29352	2085-98-002	1998	FORD	CUTAWAY	1FDXE47F4WHB37322	Aires
3	701201845	29353	2085-98-002	1998	FORD	CUTAWAY	1FDXE47F6WHB01986	Aires
4	701201845	29354	2085-98-002	1998	FORD	CUTAWAY	1FDXE47F4WHB01985	Aires
5	701201865	31330	2475-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL11H346495	Pipehunter
6	701201865	31331	2475-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL11H346500	Pipehunter
7	701201865	31447	2475-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL91H346499	Pipehunter
8	701201865	31448	2475-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL51H346497	Pipehunter
9	701201865	35564	2475-06-002	2006	GMC	HD 5500	J8DE5B16167301302	Pipehunter
10	701201865	29376	2475-99-002	1999	INTERNATIONAL	4700 4X2	1HTSCABN5XH610196	Pipehunter
11	701201865	29377	2475-99-002	1999	INTERNATIONAL	4700 4X2	1HTSCABN1XH610194	Pipehunter
12	701201865	29424	2475-99-002	1999	INTERNATIONAL	4700 4X2	1HTSCABN7XH610197	Pipehunter
13	701201865	29425	2475-99-002	1999	INTERNATIONAL	4700 4X2	1HTSCABN3XH610195	Pipehunter
14	701201865	30502	3260-00-001	2000	INTERNATIONAL	4700 4X2	1HTSCABNXHYH257374	Pipehunter
15	701201865	31242	3260-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL31H346496	Pipehunter
16	701201865	31243	3260-01-001	2001	INTERNATIONAL	4700 4X2	1HTSCABL71H346498	Pipehunter
17	701201865	31329	3260-01-002	2001	INTERNATIONAL	4700 4X2	1HTSCABR41H354868	Pipehunter
18	701201865	32416	3260-02-001	2002	CHEVROLET	CC7H042	1GBM7H1C22J501042	Pipehunter
19	701201865	32476	3260-02-001	2002	CHEVROLET	CC7H042	1GBP7H1C52J502067	Pipehunter
20	701201865	32477	3260-02-001	2002	CHEVROLET	CC7H042	1GBP7H1C82J501267	Pipehunter
21	701201865	32488	3260-02-001	2002	CHEVROLET	CC7H042	1GBM7H1C22J501221	Pipehunter
22	701201865	32489	3260-02-001	2002	CHEVROLET	CC7H042	1GBM7H1C72J501540	Pipehunter
23	701201865	32524	3260-02-002	2002	CHEVROLET	CC7H042	1GBM7H1C92J500969	Pipehunter
24	701201865	34063	3260-04-001	2004	PETERBILT	330	2NPNHZ8X44M837212	Pipehunter

**SEWER CLEANING EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:(continued)**

**11.0 Fleet: (continued)**

The following vehicles will be initially involved in this service contract:

	Fund_Org	Unit_No	TechSpec	Year	Make	Model	Vin	Type
25	701201865	34064	3260-04-001	2004	PETERBILT	330	2NPNHZ8X64M837213	Pipehunter
26	701201865	34952	3260-06-001	2006	PETERBILT	335	2NPLHZ8X46M630152	Pipehunter
27	701201865	34953	3260-06-001	2006	PETERBILT	335	2NPLHZ8X66M630153	Pipehunter
28	227201482	35662	3260-06-002	2006	PETERBILT	335	2NPLHZ8XX6M667271	Pipehunter
29	701201865	37005	3260-07-001	2007	PETERBILT	335	2NPLHN8X98M753098	Pipehunter
30	701201865	37006	3260-07-001	2007	PETERBILT	335	2NPLHN8X08M753099	Pipehunter
31	701201812	37004	3260-08-001	2008	PETERBILT	361	1NPTLU0X98D753113	Pipehunter
32	701201845	26251	3260-96-001	1996	GMC	TC7H042	1GDP7H1J3TJ509137	Pipehunter
33	701201865	27365	3260-97-001	1997	INTERNATIONAL	4700	1HTSCABR1WH514728	Pipehunter
34	701201863	35291	3320-05-001	2005	CHEVROLET	C6500	1GBJ6C1345F534141	Pipehunter
35	701201863	19570	9260-92-001	1992	HARBEN	300THS-H	1H9T09201NC122024	HARBEN
36	701201865	19578	9260-92-001	1992	HARBEN	300THS-H	1H9T09200NC122029	HARBEN
37	701201865	19580	9260-92-001	1992	HARBEN	300THS-H	1H9T09201NC122038	HARBEN
38	701201865	19582	9260-92-001	1992	HARBEN	300THS-H	1H9T0920XNC122037	HARBEN
39	701201842	31802	3320-01-001	2001	INTERNATIONAL	2554 6X4	1HTGCADT71H405164	National Vacuum Equip.
40	701201842	33858	3320-04-001	2004	FREIGHTLINER	M2	1FVACXCS04HM63592	National Vacuum Equip.
41	701201842	33859	3320-04-001	2004	FREIGHTLINER	M2	1FVACXCS24HM63593	National Vacuum Equip.
42	701201865	31727	9260-01-001	2001	SEWER EQUIP.	747-FR2000	2213	SECA
43	701201845	34233	9260-04-001	2004	SEWER EQUIP.	JAJ-600R	3351	SECA
44	701201845	34234	9260-04-001	2004	SEWER EQUIP.	JAJ-600R	3350	SECA
45	701201845	34235	9260-04-001	2004	SEWER EQUIP.	JAJ-600R	3349	SECA
46	701201843	25138	9260-95-001	1995	SEWER EQUIP.	747	6675	SECA
47	701201865	27037	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7098	SECA
48	701201865	27127	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7116	SECA
49	701201865	27129	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7124	SECA
50	701201865	27416	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7131	SECA
51	701201865	27939	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7226	SECA
52	701201865	27940	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7232	SECA
53	701201865	27941	9260-97-001	1997	SEWER EQUIP.	747-FR2000	7233	SECA
54	701201845	28363	9260-98-001	1998	SEWER EQUIP.	747-PR2000	7595	SECA

**SEWER CLEANING EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:(continued)**

**11.0 Fleet: (continued)**

The following vehicles will be initially involved in this service contract:

55	701201865	29715	9260-99-001	1999	SEWER EQUIP.	747-FR2000	1523	SECA
56	701201865	29716	9260-99-001	1999	SEWER EQUIP.	747-FR2000	1524	SECA
57	227201482	30466	2475-00-001	2000	INTERNATIONAL	2554 4X2	1HTGBADRXYH699340	Vaccon
58	227201482	31578	2475-01-002	2001	INTERNATIONAL	2554 4X2	1HTGBADR41H248409	Vaccon
59	227201482	31579	2475-01-002	2001	INTERNATIONAL	2554 4X2	1HTGBADR31H271888	Vaccon
60	227201462	28084	2475-98-001	1998	INTERNATIONAL	2554 4X2	1HTGBADR8WH561308	Vaccon
61	227201462	28085	2475-98-001	1998	INTERNATIONAL	2554 4X2	1HTGBADR6WH561307	Vaccon
62	227201482	29550	2475-99-003	1999	INTERNATIONAL	2554 4X2	1HTGBADR4XH625247	Vaccon
63	227201482	29582	2475-99-003	1999	INTERNATIONAL	2554 4X2	1HTGBADR8XH625249	Vaccon
64	227201482	29583	2475-99-003	1999	INTERNATIONAL	2554 4X2	1HTGBADR4XH625250	Vaccon
65	227201482	36060	3260-07-001	2007	PETERBILT	335	1NPALU0X67N667001	Vaccon
66	227201482	36061	3260-07-001	2007	PETERBILT	335	1NPALU0X87N667002	Vaccon
67	227201482	30693	3320-00-003	2000	INTERNATIONAL	2554 4X2	1HTGBADR5YH699360	Vaccon
68	227201482	25145	3320-95-001	1995	FORD	LN8000	1FDZW82E2SVA77953	Vaccon
69	227201482	26604	3320-97-001	1997	FORD	LNT8000	1FDZW82E2VVA10550	Vaccon
70	701201845	35459	2475-06-001	2006	STERLING	LT9500	2FZHAZCV06AV60192	Vactor
71	701201863	29280	2475-99-001	1999	INTERNATIONAL	4700	1HTSCABR8XH610342	Vactor
72	701201845	36183	3260-06-003	2006	VOLVO	VHD64	4V5KC9GF27N459008	Vactor
73	701201845	36184	3260-06-003	2006	VOLVO	VHD64	4V5KC9GF47N459009	Vactor
74	701201845	27390	3260-97-002	1997	VOLVO	WG64	4VHJCLPF6VN859923	Vactor
75	701201847	27391	3260-97-002	1997	VOLVO	WG64	4VHJCLPF8VN859924	Vactor
76	701201845	27392	3260-97-002	1997	VOLVO	WG64	4VHJCLPFXVN859925	Vactor
77	701201845	27393	3260-97-002	1997	VOLVO	WG64	4VHJCLPF1VN859926	Vactor
78	701201845	28028	3260-98-001	1998	VOLVO	WG64	4VHJCLPF8WN862596	Vactor
79	701201845	28029	3260-98-001	1998	VOLVO	WG64	4VHJCLPF6WN862595	Vactor
80	701201845	30642	3320-00-001	2000	VOLVO	WG64	4V5JC2UF9YN869054	Vactor
81	701201845	30643	3320-00-001	2000	VOLVO	WG64	4V5JC2UF0YN869055	Vactor
82	701201847	30490	3320-00-002	2000	VOLVO	WG64	4V5JC2UE2YN869470	Vactor
83	701201845	30491	3320-00-002	2000	VOLVO	WG64	4V5JC2UE6YN869469	Vactor
84	701201845	31876	3320-02-001	2002	VOLVO	VHD64F	4V5KC9GG52N323991	Vactor
85	701201845	31877	3320-02-001	2002	VOLVO	VHD64F	4V5KC9GG32N323990	Vactor

**SEWER CLEANING EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:(continued)**

**11.0 Fleet: (continued)**

The following vehicles will be initially involved in this service contract:

86	701201845	31878	3320-02-001	2002	VOLVO	VHD64F	4V5KC9GG72N323989	Vactor
87	701201863	19967	3320-93-001	1993	WHITEGMC	WG64	4V2JCBME8PR818950	Vactor
88	701201865	20474	3320-93-001	1993	WHITEGMC	WG64	4V2JCBME6PR821796	Vactor
89	701201865	20475	3320-93-001	1993	WHITEGMC	WG64	4V2JCBME4PR821795	Vactor
90	701201863	30177	3320-99-001	1999	GMC	TC7H042	1GDJ7H1C8XJ508210	Vactor

**12.0 Invoicing:**

12.1 Invoices shall be submitted as follows:

The Contractor shall submit for payment in triplicate (one original and two copies) invoices that are on Contactor's company stationery with original signed by an authorized agent of the company. The invoice number shall not be duplicated during the contract period. On invoices that reflect remedial work where there is a charge for parts/material mark up, contractors will submit with their billing invoice, a copy of the original OEM invoice that reflects what the contractor paid for the OEM parts. Each invoice shall detail the following information:

12.2 City contract number and work order number

12.2.1 Unit number

12.2.2 Work order number

12.2.3 Mileage

12.2.4 Hour meter reading

12.3 Address of facility where services were performed.

12.4 Beginning and ending date of service.

12.5 Detailed description of service rendered.

12.6 Itemized listing of new equipment, parts/part numbers, materials or components installed or repaired. If equipment and/or parts are reconditioned, the cost to recondition parts must be listed.

12.7 Itemized labor hours and rates.

12.8 Subtotal costs for parts and labor listed separately.

12.8.1 Contractor supplying a copy of the original invoice from the manufacturer as proof of cost.

12.9 Total invoice cost.

**SEWER CLEANING EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT PARTS SERVICES:(continued)**

**12.0 Invoicing: (continued)**

12.10 A copy of the following will be attached to the invoice:

12.10.1 The detailed job estimate with approval signature of the user Department's authorized representative authorizing commencement of work.

12.10.2 Copy of "Completion of Work" report with required acceptance signature of the user department' s representative.

12.10.3 Invoices must be submitted with the applicable copies of the Contractor's daily work orders attached, which must have the approval signature of the user department's Assistant Director or his/her designated representative.

12.10.4 Invoices submitted for services performed resulting from Extra Work/Services shall require copies of the user department's representative written request attached to the original and each of the two (2) invoice copies.

12.10.5 Invoices shall reference Contractor's contact person for invoice irregularities.

12.10.6 Invoice to be submitted to the following locations:

City of Houston  
Public Works & Engineering Department  
Accounts Payable Attn. Craig Foster  
P.O. Box 61489  
Houston, Texas 77208-1485

**13.0 Additions & Deletions:**

13.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like 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 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 Contract Fee Schedule.

**14.0 Estimated Quantities Not Guaranteed:**

14.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of inspection and testing of aerial devices/bucket truck services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

**15.0 Warranty:**

- 15.1 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.
- 15.2 "Correction" as used in this clause, means the elimination of a defect.
- 15.3 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.
- 15.4 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 incurred by the City, or make an equitable adjustment in the contract price.
- 15.5 A minimum 12-month warranty on all parts and workmanship is required.

**16.0 Local Presence/Source:**

The contractor with any respect to any goods, material, equipment, supplies and parts furnished shall have authorized facility(s) located within the Houston Galveston Region (Harris County and its seven adjacent counties Brazoria, Chambers, Fort Bend, Liberty, Galveston, Montgomery and Waller).

**SECTION C**  
**GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID # S11 - L22535**

**COUNTY OF HARRIS**

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

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

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **SEWER CLEANING EQUIPMENT MAINTENANCE, REPAIR AND REPLACEMENT PARTS 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 Directors  
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:

**TABLE OF CONTENTS**

**Page No.**

I. PARTIES ..... 16

    1.0 ADDRESS ..... 15

    2.0 TABLE OF CONTENTS ..... 16

    3.0 PARTS INCORPORATED ..... 18

    4.0 CONTROLLING PARTS ..... 18

    5.0 DEFINITIONS ..... 18

    6.0 SIGNATURES ..... 19

II. DUTIES OF CONTRACTOR ..... 20

    1.0 SCOPE OF SERVICES ..... 20

    2.0 RELEASE ..... 20

    3.0 INDEMNIFICATION ..... 20

    4.0 INDEMNIFICATION PROCEDURES ..... 20

    5.0 INSURANCE ..... 21

    6.0 WARRANTIES ..... 22

    7.0 LICENSES AND PERMITS ..... 22

    8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE ..... 22

    9.0 MWBE COMPLIANCE ..... 23

    10.0 DRUG ABUSE DETECTION AND DETERRENCE ..... 23

    11.0 ENVIRONMENTAL LAWS ..... 24

    12.0 CITY’S CONTRACTOR PAY OR PLAY PROGRAM ..... 24

    13.0 CONTRACTOR’S PERFORMANCE ..... 24

    14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS ..... 24

III. DUTIES OF CITY ..... 25

    1.0 PAYMENT TERMS ..... 25

    2.0 TAXES ..... 25

    3.0 METHOD OF PAYMENT ..... 25

    4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS ..... 25

    5.0 LIMIT OF APPROPRIATION ..... 25

    6.0 CHANGES ..... 26

IV. TERM AND TERMINATION ..... 28

    1.0 CONTRACT TERM ..... 28

    2.0 NOTICE TO PROCEED ..... 28

    3.0 RENEWALS ..... 28

    4.0 TIME EXTENSIONS ..... 28

    5.0 TERMINATION FOR CONVENIENCE BY THE CITY ..... 28

    6.0 TERMINATION FOR CAUSE BY CITY ..... 29

    7.0 TERMINATION FOR CAUSE BY CONTRACTOR ..... 29

    8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS ..... 29

V. MISCELLANEOUS ..... 30

    1.0 INDEPENDENT CONTRACTOR ..... 30

    2.0 FORCE MAJEURE ..... 30

    3.0 SEVERABILITY ..... 30

    4.0 ENTIRE AGREEMENT ..... 30

    5.0 WRITTEN AMENDMENT ..... 30

    6.0 APPLICABLE LAWS ..... 31

    7.0 NOTICES ..... 31

8.0	NON-WAIVER .....	31
9.0	INSPECTIONS AND AUDITS.....	31
10.0	ENFORCEMENT .....	31
11.0	AMBIGUITIES.....	31
12.0	SURVIVAL .....	32
13.0	PARTIES IN INTEREST .....	32
14.0	SUCCESSORS AND ASSIGNS .....	32
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS.....	32
16.0	REMEDIES CUMULATIVE .....	32
17.0	CONTRACTOR DEBT .....	32

**EXHIBITS**

- A. DEFINITIONS
- \* B. SCOPE OF SERVICES
- \* 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. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

\* 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".

### 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 **0%** 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 CITY'S CONTRACTOR PAY OR PLAY PROGRAM**

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

## **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 issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

#### **NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below 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.

- 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:

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]

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

## **CHANGE ORDER**

- 6.2.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.2.2 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.
- 6.2.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.3 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.
- 6.4 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.
- 6.5 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.
  - 6.1.5 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.
  - 6.1.6 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.

## **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:
    - 2.3 uses due diligence to remove the Force Majeure as quickly as possible, and
    - 2.4 provides the other party with prompt written notice of the cause and its anticipated effect.
  - 2.5 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.
  - 2.6 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.

"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/Chiefs 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)

**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  
PAY OR PLAY**

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