



CITY OF HOUSTON INVITATION TO BID

Issued: February 1, 2010

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 a.m. **Thursday, February 25, 2010** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 a.m. on that date for the purchase of:

MAINTENANCE AND REPAIR SERVICES FOR SLUDGE DEWATERING AND DRYING EQUIPMENT FOR PUBLIC WORKS & ENGINEERING DEPARTMENT

BID INVITATION NO. S50-L23512

NIGP CODE: 936-91

Buyer:

Questions regarding this solicitation document should be addressed to **Arturo Lopez, Senior Procurement Specialist**, at (832) 393-8731, or e-mail to arturo.lopez@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 in the Strategic Purchasing Division, Concourse Level (Basement), Conference Room # 1, City Hall, 901 Bagby, at **10:00 a.m. on Wednesday, February 10, 2010.**

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 <http://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 SERVICES/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



MAINTENANCE AND REPAIR SERVICES FOR SLUDGE DEWATERING AND DRYING EQUIPMENT FOR PUBLIC WORKS & ENGINEERING DEPARTMENT

**BID #S50-L23512
NIGP CODE: 936-91**

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 Maintenance and Repair Services for Sludge Dewatering and Drying Equipment for a three (3) year term with up to two (2) one-year option periods 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 180th 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 181st 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, three (3) original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article VI of the Contract, all on or before the tenth (10th) 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 maintenance and repair of sludge dewatering and drying equipment services for the City in accordance with attached Specifications.

SECTION A

Documents/forms must be downloaded from the City's Website
<http://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:

Table 1 – Required Forms
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Contractors Questionnaire - Bid Document Pages 4-10 Include additional required references and Employee resumes as required.
Pay or Play Form 1 / Acknowledgement
Bid Bond

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:

Table 2 – Documents & Forms
Drug Forms.doc
MWBE.doc
Sample Insurance Over \$50,000.pdf
Formal Instructions for Bid Terms.doc
EEOC.doc
Pay or Play Form 2 / Certification
Pay or Play Form 3 / List of Sub-Contractors
Performance Bond
Maintenance Bond

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@cityofhouston.net no later than 4:00 PM, Friday, **February 12, 2010**.

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 maintenance and repair of sludge dewatering and drying equipment services that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed maintenance and repair services for sludge dewatering and drying equipment in some of the following types of facilities: Municipal Government.** The reference(s) from the last five years 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. Bidder must have references documenting that it has performed maintenance and repair services of sludge dewatering and drying equipment.**

1. Site Name: _____
Site Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
Provide a brief description of the services provided to this business:

2. Site Name: _____
Site Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
Provide a brief description of the services provided to this business:

3. Site Name: _____
Site Address: _____
City, State, Zip: _____
Name of Owner/Contact Person: _____
Phone: _____ Fax: _____ Email: _____
Provide a brief description of the services provided to this business:

CONTRACTOR'S FACILITY AND INSPECTION

The City of Houston may monitor the repair of its equipment on a daily basis. The facility of the successful bidder or each of its subcontractors shall meet all current Federal, State, Building Codes, regulations of the Houston Fire Department, City of Houston and/or local regulations, ordinances, codes and standards which ***govern such facilities and the equipment therein.***

The facility shall have an area designated as ***storage area*** for safe storage of the city equipment under repair, equipment components, and the repaired equipment awaiting shipment. This area shall be weather protected and isolated from teardown, sandblasting, steam cleaning and similar sources of contaminants that could damage the components. The parts and equipments are kept off the ground. The storage area shall be at the repair shop.

The facility shall have an area designated as ***teardown area***. The teardown area shall be weather protected and isolated from storage and assembly areas. The teardown area shall be at Contractor's shop.

The facility shall have an area designated as ***assembly area***. The assembly area shall be weather protected and isolated from teardown; sandblasting and similar contaminants that could cause damage components. The assembly area shall be at Contractor's/ sub-contractor's shop.

The facility shall have all the necessary ***overhead cranes and/or jib cranes*** to handle the equipment equipped with lifting eyes, or similar factory lifting points throughout the repair process.

The facility shall have a ***paint booth***, which meets all applicable Federal, State, and local regulations, ordinances, codes and standards. The paint booth may be at Contractor's shop or at the subcontractor's place.

The facility shall have a ***pressure washer and steam-cleaning machine***, which meets all applicable Federal, State, and local regulations, ordinances, codes and standards. The machine shall provide water at 200 degrees F and at 30-PSI pressure. The pressure washer and steam machine may be at Contractor's shop or at the subcontractor's place.

The facility shall have ***balancing machine(s)*** to perform balancing of the plant equipment. The machine shall have a printout of the values of "before" and "after" balancing. The balancing machine may be at Contractor's shop or at the subcontractor's place.

The facility shall have adequate access for City's equipment to enter, load/unload, and exit safely without exposing the operator of the vehicle to danger such as backing in traffic lanes, crossing medians. This applies to both Contractor and subcontractors shops.

The facility shall have the ***testing equipment*** and the set-up to safely do all recommended final tests including a vibration test of the repaired equipment. The testing equipment shall be at Contractor's or sub-contractors shop.

The facility shall have the ***testing equipment*** and the set-up to safely do all recommended tests before and after repair and refurbishments of the city equipment. The testing equipment may be at Contractor's shop or at the subcontractor's place.

Each instrument and testing equipment shall bear record of ***recent calibration***. Refer to the Scope of Services, section 4.4 of this specification for specific requirements.

ALL TOOLS, ALL EQUIPMENT, AND THE QUALIFIED STAFF REQUIRED TO DO THE WORK SPECIFIED BY THIS CONTRACT SHALL BE IN PLACE AND FULLY OPERATIONAL AND MEETING THESE SPECIFICATIONS DURING A "SHOP INSPECTION" OF THE BIDDER'S REPAIR FACILITY AND/OR ITS SUB-CONTRACTORS.

THE BIDDER AND ITS SUB-CONTRACTORS MAY HAVE TO BE READY FOR THE CITY "INSPECTION TEAM" WITHIN 72 HOURS OF A NOTICE BY THE CITY PURCHASING AGENT OR HIS DESIGNEE. THERE SHALL BE ONLY ONE

“SHOP INSPECTION.”

FAILURE OF THE BIDDER TO SATISFY THIS REQUIREMENT OF THE CITY INSPECTION SHALL DISQUALIFY THE BIDDER FROM FURTHER CONSIDERATION.

CONTRACTOR QUESTIONNAIRE

Centrifuge ONLY

General requirement:

- A. The Contractor who performs the work on this group must be able to document that it can meet the minimum performance, quality assurance, and warranty requirements listed below.

Performance Requirements:

Minimum performance shall be to original equipment manufacturers specification and standards. The Contractor shall provide with the bid, the manufacturer’s guarantee that the Contractor has access to all specifications, drawings, wiring diagrams, tolerances, dimensions, settings, part lists and any other proprietary information on specified equipment.

Quality Assurance:

All replacement parts shall be new and manufactured by the OEM. All servicing and refurbishing work shall be performed by a service center regularly engaged in such work with specified equipment for a minimum period of ten (10) years.

Warranty:

All workmanship and material must be free of defect and shall be warranted for a period of at least one (1) year. The warranty period shall commence on the day the equipment is installed.

Repair Technicians:

The repair technicians of the Contractor/Sub-Contractor shall be qualified, properly trained in repair of equipment of the same type and sizes specified in this contract.

The repair technicians of the Contractor/Sub-Contractor shall have a minimum of three (3) years experience in the repair of equipment of the sizes (voltage and horsepower) specified in this contract.

The Contractor shall furnish detailed resume(s) of the technicians to the City Inspection Team during the Team’s visit of the Contractor’s facility.

These requirements shall apply to all of the Sub-Contractors who work for the Contractor to work on City’s equipment under this contract.

Please complete the following questions and return with your bid document.

CONTRACTOR'S QUALIFICATIONS, TECHNICAL KNOWLEDGE AND EXPERIENCE

- 1. Describe your methods and steps for cleaning and preparing equipment prior to inspection.

- 2. Describe your facilities overhead lifting capacity including number of hoists and hoist lifting capacity as rated by the hoist manufacturer.

3. Do you have a minimum overhead lifting capacity 20,000 pounds?

4. Provide a list of machinist tools to be utilized for repairs.

5. Can you comply with the following requirements? _____

A. Timeliness of Repairs: Unless otherwise agreed, centrifuge repairs shall be completed and the centrifuge assembly returned to the appropriate location within the time frame detailed below:

1. Repair: Rotating assemblies and Conveyors shall be repaired and returned to the facility within one hundred and twenty (120) calendar days after receiving a Work Order from the City. The one hundred and twenty (120) calendar days may only be exceeded if the City has authorized an alternate pre-approved time frame.

2. Return Shipment: The Contractor shall prepare the equipment for shipping and arrange transportation to the City facility after repairs are completed. Contractor shall be responsible for all transportation cost and any loss or damage to the equipment in transit from Contractor's facility to the City facility.

B. The Contractor shall have the capacity to work on a minimum of two (2) centrifuge rotating assemblies concurrently while meeting the above schedule.

C. Delay Damages: The City reserves the right to terminate the repair contract if the Contractor fails to meet the agreed upon deadlines listed under Item 5.A. "Timeliness of Repairs" (above). Termination of the contract will result in the centrifuge being removed from the repair facility and the Contractor only receiving payment for the repairs performed to that date. Contractor shall be responsible for all transportation, tear down/inspection costs, excess repair costs and any other associated actual costs incurred by the City. Termination of the contract may also result in the Contractor being excluded from bidding on future repair work.

6. Dynamic balancing equipment used shall be high quality and shall be manufactured by IRD-Mechanalysis, Schenk or equal, and capable to support a minimum of 15,000 lbs. hard bearing mount. Provide manufacturer name of dynamic balancing equipment you use to balance repaired units.

A. Describe your methods and procedures used to balance repaired units.

B. Individual components must be balanced separately prior to balancing the entire unit. Can you comply with this requirement?

C. Balancing requirements must be to American Society of America Standard, Balance Quality of Rotating Rigid Bodies (ASA Std. 2-1989/ANSI S 2.19-1989). The minimum balance grade quality shall be G1 for a 2,600 RPM rotating assembly with a maximum unbalance/unit of rotor mass of 0.00024 LB-IN/LB. Can you comply with this requirement?

D. Contractor shall furnish, at no additional cost to the City, all required balancing arbors to accommodate the centrifuge bowl and scroll conveyor assemblies, etc. Can you comply with this requirement?

E. Perform four (4) hour test of balanced rotating assembly, at standard operating speed, in shop test frame and document vibration and bearing temperature. Can you comply with this requirement?

7. Have you worked on the following models:

A. PM-75000

8. How do you determine when a part is worn and requires replacement?

9. Do you have access to the OEM tolerances and specifications required to determine if the part meets the original manufacturer specifications?

10. Do you agree to supply only OEM manufactured replacement parts?

11. Do you have a test frame capable of turning the PM-75000 rotating assemblies at 2600 RPM for four (4) continuous hours?

12. Can you provide chrome plating for the repair of a tension bar, tension bar nut and conveyor hub seal diameters?

13. Provide information, including employee names and years of experience, having the following qualifications:

A. Minimum of one (1) each Shop Foreman with ten (10) years minimum experience.

- B. Minimum of two (2) each Mechanics for decanters with five (5) years minimum experience each.
- C. Minimum of two (2) each Certified Machinists with a minimum of ten (10) years experience each.
- D. Minimum of two (2) each Certified Metal fabricators/welders with a minimum of five (5) years experience each.
- E. Minimum of three (3) trained Field Service Technicians with a minimum of five (5) years field service experience working on PM-75000's.

14. Contractor's References:

It is required that the Contractor has a minimum of ten (10) years experience in the repair of the PM-75000 centrifuges. Provide a reference list of two (2) recently completed PM-75000 centrifuge repairs, which have been in service for a minimum period of one (1) year and two (2) references of PM-75000 repairs completed a minimum of seven (7) years ago. **References provided must be from four (4) different firms. The City shall not be listed as a referenced firm. The Contractor shall not list their firm as a reference.**

Reference information must include the following information: Name of firm, address, contact name and title and phone number.

15. Warranty Requirements:

Can you comply with all of the following warranty requirements? **Contractor must submit proof of warranty with submittal**

The Contractor shall warrant all work performed under the Contract to be free from defects in materials and workmanship. The parts shall be free from defects in materials and workmanship for a period of twelve (12) months from the date the repaired equipment was first placed into service (except for conveyor hard surfacing as covered in Item C. below).

- A. The Contractor shall assume responsibility for the proper mechanical operation of the repaired unit
- B. The Contractor shall, at its expense, cure any defects found to exist with respect to:
 - 1. Inability of the centrifuge to properly scroll dewatered solids caused by improper repair, or;
 - 2. High vibration levels caused by improper dynamic balancing, or;
 - 3. Other similar defect(s).
- C. The centrifuge internal wear surfaces are exempt from warranty because the contractor cannot be assured of the nature of the unit feed stock.

16. Reporting:

Describe the information provided and the format of your centrifuge inspection report. Provide a sample of your typical inspection report with submittal.

17. Describe your inventory tracking process for receiving and shipping parts.

18. Work Inspection: The City reserves the right, at its option and cost, to witness and inspect the Contractor's facilities, equipment and centrifuge disassembly or repair work at any time at the place where the work will be performed. Can you comply with this requirement?

Instrumentation ONLY

General requirement:

A. The Contractor who performs the work on this group must be able to document that it can meet the minimum performance, quality assurance, and warranty requirements listed below.

Performance Requirements:

Minimum performance shall be to original equipment manufacturers specification and standards. The Contractor shall provide with the bid, the manufacturer's guarantee that the Contractor has access to all specifications, drawings, wiring diagrams, tolerances, dimensions, settings, part lists and any other proprietary information on specified equipment.

Quality Assurance:

The control system requires extremely high reliability since the drying system operates essentially 24 hours per day everyday. System instability and control issues may have contributed to fire and serious damage in the past. The control subcontractor will take all necessary precautions during support and maintenance activities to ensure system stability and safety. Because of the systems complexity and concern for safety the COH has set forth minimum requirements for the subcontractor responsible for the support of the control system. The control system subcontractor will be the pre approved or must meet the criteria specified in this section.

1. The control system subcontractor will have on staff an individual with at least 2 years specific experience with the flash drying control systems described here. The subcontractor will have documented experience demonstrating familiarity with the location and function of the field instruments and controls to be serviced under this contract.
2. The control system subcontractor will have on staff an individual responsible for the programming and graphics maintenance and support with 2 years specific experience with software development for sludge flash dryer control systems projects with Siemens 505 PLC's for control and Wonderware Intouch for the operator interface software.
3. The control system subcontractor will be a "Certified Wonderware Orchestra System Integrator". The contractor will supply the engineer with the individual software developer's system integrator registration number thereby ensuring that the individual responsible for the software has the necessary training and experience with the Wonderware products. The individual responsible for the software development will be registered for the Intouch and InSql products.
4. The control system subcontractor will carry errors and omissions insurance for PLC control programming with coverage in the amount of \$1,000,000 (aggregate).

All replacement parts shall be new and manufactured by the OEM.

Warranty:

All workmanship and material must be free of defect and shall be warranted for a period of at least one (1) year. The warranty period shall commence on the day the equipment is installed.

Repair Technicians:

The repair technicians of the Contractor/Sub-Contractor shall be qualified, properly trained in repair of equipment of the same type and sizes specified in this contract. The repair technicians of the Contractor/Sub-Contractor shall have a minimum of three (3) years experience in the repair of equipment of the sizes (voltage and horsepower) specified in this contract. The Contractor shall furnish detailed resume(s) of the technicians to the City Inspection Team during the Team's visit of the Contractor's facility. These requirements shall apply to all of the Sub-Contractors who perform work for the Prime Contractor to work on the City's equipment under this contract.

Provide references for the last five (5) years. Attach additional pages as needed.

Groups 3 thru 11

Section B, 3.3 – 4.11

General requirement:

- A. The Contractor who performs the work on this group must be able to document that it can meet the minimum performance, quality assurance, and warranty requirements listed below.

Performance Requirements:

Minimum performance shall be to original equipment manufacturers specification and standards. The Contractor shall provide with the bid, the manufacturer's guarantee that the Contractor has access to all specifications, drawings, wiring diagrams, tolerances, dimensions, settings, part lists and any other proprietary information on specified equipment.

Quality Assurance:

All replacement parts shall be new and manufactured by the OEM.
All servicing and refurbishing work shall be performed by a service center regularly engaged in such work with specified equipment for a minimum period of ten (10) years.

Warranty:

All workmanship and material must be free of defect and shall be warranted for a period of at least one (1) year. The warranty period shall commence on the day the equipment is installed.

Repair Technicians:

The repair technicians of the Contractor/Sub-Contractor shall be qualified, properly trained in repair of equipment of the same type and sizes specified in this contract.

The repair technicians of the Contractor/Sub-Contractor shall have a minimum of three (3) years experience in the repair of equipment of the sizes (voltage and horsepower) specified in this contract.

The Contractor shall furnish detailed resume(s) of the technicians to the City.

These requirements shall apply to all of the Sub-Contractors who work for the Contractor to work on City's equipment under this contract.

Provide references for the last five (5) years. Attach additional pages as needed.

Contract Compliance:

1. The Public Works and Engineering Department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and acceptable levels of service are provided.
2. Monitoring may take the form of, but not necessarily be limited to:
 - 2.1 Inspection, testing, and/or sampling of goods delivered or to be delivered
 - 2.2 Review of deliveries received for accuracy and timeliness

2.3 Review of Supplier's invoices for accuracy

2.4 Review of certifications and/or licenses

2.5 Site visits

3. The primary responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director, Department of Public Works & Engineering.

Site Inspection:

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

Pre-performance Meeting:

Subsequent to contract approval/execution, the contractors shall be required to attend a performance conformance. The Strategic Purchasing Division or the primary user department will host the pre-performance conference. The purpose of the pre-performance conference is for the contractor to introduce his or her project manager to the City staff and for City staff to introduce the contract end-users, contract compliance and accounts payable representatives.

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.

BID BOND:

The Bidder shall be required to provide a Bid Bond in the amount of **10% of the total bid**. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. Cashier Checks made payable to the City of Houston are also accepted. Bid Bonds will be held by the City until an award is approved.

PERFORMANCE BOND:

The Contractor shall furnish and maintain a performance bond in the amount of **100% of the annual contract amount, renewable annually**, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "J".

If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "J" 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.

The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

MAINTENANCE BOND:

The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total recommended annual award amount, renewable annually, for the initial term of the contract. The Contract term is three-years with two one-year options to renew for a total five-year term.

The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.

This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.

The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond.

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

CITY OF HOUSTON -- BIDDER'S BOND

(Must be in an amount at least 10% of the bid. If the bid is upon alternates this bond must be for at least 10% of the highest amount for which the bidder offers to do any or all the work bid upon.)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$_____ Dollars (\$_____).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. S50-L23512

Maintenance and Repair Services of Sludge Dewatering and Drying Equipment

in accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 2010.

PRINCIPAL

By _____

By _____

Surety

**SECTION B
SCOPE OF SERVICES**

1.0 Reserved

2.0 Introduction

2.1 The purpose of this contract is to provide an array of specialty repair services peculiar to the Alstom Power Flash Drying systems and supporting equipment in use at the City's 69th Street Sludge Plant, 2323 S/Sgt. Macario Garcia (Key Map 494-R) and the Andritz Rotary Drum Dry at the Almeda Sims Sludge Plant, 12335 Almeda Road (Key Map 572-S). The intent is to allow for more timely specialized repairs to both plants systems and thus improve our ability to maintain regulatory permit compliance.

2.2 The 69th Street facility has seven (7) dryer trains. Each dryer train has three (3) centrifuges and one (1) complete dryer system. The Almeda Sims facility has two (2) dryer trains and each train has a rotary drum dryer with three (3) belt presses per train with both trains in operation.

2.3 Each train of the 69th Street dryer system consists of the following major components: (1) Firebox; (1) Cyclone; (1) Mixer; (1) Cage Mill; (1) Double Flap Valve; (1) Dry Divider; (1) Pay-off Screw conveyor with variable speed drive; (1) Return Product Screw conveyor; (1) Vapor Fan; (1) Induced Draft (I.D.) Fan with damper; (1) System Vent Fan with Damper; (1) Combustion Air Fan with Damper; (1) Tempering Gas Duct Damper; (2) Dual Feed Burners; (2 each) Gas Regulators, Control Valves, Flow Meters, Gas Safety Shut-Off Valves; (3) Scrubber Water control valves; (12) Pneumatic Actuators; (12) Temperature Indicators; and (11) I/P Transducers. (1) Shaker Screen; (1) Scrubber Fan with Damper; (3) Tube/Shell type Heat Exchangers identified as Combustion Air Pre-heater box, Deodorizer Tubes, and Core Pack; and (5) (water) flow meters. Note: the 69th Street #3 dryer train was modified and it includes a screw conveyor (2), mixing bin (1), and crusher (1).

2.4 Each train at the Almeda Sims facility consists of the following major components; Furnace (1) Burner (1) Rotary Drum (1) Pre-separator (1), Polycyclone (1), Main ID fan (1), Rotary Valve (2), Screw Conveyor (3), Screen Separator (1), Crusher, Recycle Bin (1), Cake Bin (1), twin screw Cake Feed Conveyor (1), Bucket Elevators (2), Fugitive Dust system (1), Pellet Cooler (1), Pneumatic Transporter System (1), Saturator/Condenser (1), Venturi Scrubber (1), Venturi Fan, an RTO unit, and three (3) belt presses.

NOTE: The belt presses are not included here as they are not part of the services for this contract.

2.5 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for the sludge dewatering and drying facilities of Wastewater Operations, City of Houston. This shall include on-site repairs at City facilities as well as shop repairs at Contractor's facility. If requested by CTR, the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.

2.6 The contractor shall coordinate work activities as directed by the Contract Technical Representative (CTR) so as to avoid interference with ongoing operations and maintain regulatory permit compliance. Any tools or materials left at the plant site remain the responsibility of the contractor. Utilities including 115v power, plant air, water, and restrooms etc. are available from the city. Materials removed from the Dryers may be placed in the city's dumpsters as directed by CTR.

- 2.7 The equipment to be repaired has been grouped by item number to indicate the manufacturer, size, and type of the units.
 - 2.8 The Contractor shall provide a Preventive Maintenance (PM) with a thorough understanding of dryer operations and the PM must be a registered engineer in the state of Texas.
 - 2.9 **THE CITY OF HOUSTON SHALL HAVE FINAL APPROVAL OF ALL SUB-CONTRACTOR(S) TO BE UTILIZED TO PERFORM SERVICES UNDER THIS CONTRACT.**
- 3.0 Equipment Groups:
- 3.1 Centrifuge Repairs Group #1, Frequency as requested.
 - 3.1.1 Repair and rehabilitate Sharples Model PM 75000 Solid bowl centrifuges in accordance to the OEM requirement and specifications. Work includes removal from frame, loading, and transports to repair facility, inspection, repair, and transport back to site, off loading, installing the equipment in place and testing.
 - 3.1.2 Centrifuges shall be removed, overhauled, assembled, erected, and placed in proper operating condition in full conformity with original design drawing and specifications. Minimum performance shall be to original equipment manufacturer's specification and standards, including vibration and alignment performance requirements.
 - 3.1.3 Refurbishment of centrifuges will be executed as follows:
 - 3.1.3.1 Inspect centrifuges on the site to determine if the repair can be accomplished on site.
 - 3.1.3.2 Units identified as needing repair (rotating or conveyor assembly) will be removed from its foundation and transported to contractor's repair facility. At repair facility the unit will be disassembled and inspected documenting wear clearances and deviation from original manufacturer's dimensions and tolerances.
 - 3.1.3.3 Submit inspection report and itemized list of parts recommended for replacement.
 - 3.1.3.4 Upon receiving authorization from City, proceed with rehabilitation of the centrifuges.
 - 3.1.3.5 Transport centrifuges and rotating assemblies/conveyors back to the plant.
 - 3.1.3.6 Install, calibrate, and align centrifuges and rotating assemblies as directed by manufacturer's representative.
 - 3.1.4 The City reserves the right to decline to repair any unit. If the repair is rejected, the unit shall be re-assembled and returned to the plant.
 - 3.1.5 If requested by the City, the contractor shall provide a turnkey service including disconnection and re-connection of power, lube oil, process lines and instruments to the unit and transporting units from and to the site.
 - 3.1.6 Upon return of the unit to the city, the unit shall be demonstrated to perform to OEM and approved by the City. A four (4) hour test shall be performed on the refurbished centrifuge unit before leaving the service center. The results of this test shall be submitted to the City. Test results shall include assembled tolerances, operating noise levels, operating temperatures, and vibration.
 - 3.1.7 All parts used in repair shall be OEM parts.
 - 3.1.8 Each centrifuge consists of a bowl and frame with 150 HP electric drive motor, a scroll

with a 20 HP D.C. back drive, lube oil pump, lube oil pump electric drive motor and planetary gear. Also required for proper operation are feed distribution piping and valves; (1) sludge flow meter and control valve; (1) polymer flow meter and control valve; temperature and vibration indicators.

3.1.9 Any unforeseen shop or field repairs, such as electrical work on the drives or gears, will be paid under "Additional Services".

3.2 Instrumentation and Control System: Group #2, Frequency as requested.

3.2.1 General Information:

3.2.1.1 The 69th Street and Alameda Sims Drying Facilities process wastewater sludge into a dry granular fertilizer. Both facilities are highly automated facility with an advanced system controls. The systems specified here for maintenance and support are located on the west end of the 69th Street facility in and near the dryer building, the railcar building and silo storage building. At the Alameda facility the additional systems are located primarily east and west of the sludge plant dryers both in the main building and in the silo/load out building. The subsystems include, but are not limited to, dewatering, polymer storage and distribution systems, drying, storage and conveying and miscellaneous supporting subsystems. Note: at Alameda it also includes the nitrogen off loading and storage tanks. The equipment to be supported and maintained include workstations, severs, Programmable Logic Controllers (PLCs), actuators, sensors and all ancillary equipment. The technology employed at the facility includes electric and pneumatic controls, analog and digital sensors, Siemens 505 PLC systems; Microsoft PC based workstations, Wonderware Intouch Software, Microsoft SQL server. Sensors include flow meters, pressure transmitters, thermocouples, RTD's, motion and position transmitters. Actuators include valves, dampers, motor control and solenoids.

3.2.1.2 There are over 4000 I/O points, 17 PLCs, 17 operator control stations and a SQL Data Server at 69th Street.

3.2.2 Processes to be supported:

3.2.2.1 Wastewater dewatering, polymer distribution; drying, conveying, storage, fire control and fire suppression systems.

3.2.3. Instrumentation technologies to be supported and maintained:

3.2.3.1 Pneumatic and electromechanical actuators; Pneumatic and electric transducers and transmitters; Variable frequency drives; Thermocouple and RTD temperature sensors and transmitters; Flow, motion, level, speed, position and pressure sensors and transmitters; Flame control and safety circuits.

3.2.4 Computing technology to be maintained and supported:

3.2.4.1 Siemens PLC PROFI-BUS and Ethernet networks, Siemens OP-37, OP-17, OP-177, operator interface devices. PCs, servers and thin client technologies.

3.2.5 Software technology to be maintained and supported only as needed. (No routine monthly maintenance is included in these services.)

- 3.2.5.1 Wonderware Intouch operator interface development software. Siemens Protool operator interface and development software. Siemens Protool operator interface development software, Softshop 505 and Siemens Step 7 PLC application development software, Wonderware InSQL database management and reporting software.
- 3.2.6 Specific Control System Support Activities:
 - 3.2.6.1 Implement calibration schedule for the specified control systems.
 - 3.2.6.2 Calibrate, repair and or replace defective control equipment.
 - 3.2.6.3 Procure replacement control system components.
 - 3.2.6.4 Assess process data, faults and variances to determine corrective action.
 - 3.2.6.5 Coordinate efforts with COH and mechanical maintenance contractors.
 - 3.2.6.6 Document and communicate instrument and control opportunities, problems and accomplishments per COH instruction.
 - 3.2.6.7 Develop and maintain software, to enhance process control and maintenance of the processes and systems.
 - 3.2.6.8 Maintain and support the InSql server. Maintain server performance and storage. Verify correct operations of backup procedures. Refine historical reports per input from City. Install City approved and City provided system software upgrades as required by the City. Maintain associated software version control and license.
 - 3.2.3.9 Maintain and support the Application Server. Maintain server performance and storage. Verify correct operations of backup procedures. Install City approved and City provided system software upgrades as required by the City. Maintain associated software version control and license.
 - 3.2.3.10 Maintain and support the Wonderware Application: Install City approved and City provided system software upgrades as required by the City. Refine the Wonderware Intouch Operator Interface and related applications per City requirements to accommodate required changes. Maintain associated software version control and license. Provide telephone and onsite technical support for system troubleshooting as required.
 - 3.2.3.11 Maintain and support the PLC software. Refine PLC software for the new dryer system and related PLC applications per City requirements to accommodate required changes based on operational experiences with the new dryer system. Maintain associated software version control and license. Provide telephone and onsite technical support for system troubleshooting.
 - 3.2.3.12 Specific Control System Qualifications: Implement calibration schedule for the specified control systems.
 - 3.2.3.13 The troubleshooting, repair, installation, and calibration of electrical and pneumatic industrial controls;
 - 3.2.3.14 The troubleshooting, repair, installation, and calibration variable and constant speed motor controls.
- 3.2.7 Maintain, support and refine the Wonderware Application and install City approved and City provided system software upgrades as requested by the City.
- 3.2.7. Includes the calibration, repair, and/or replacement of the instruments identified as elements of the Dryer Trains, the Fire suppression system and the polymer system.
- 3.2.8. The City shall direct actions as necessary to support plant operation.
- 3.2.8 All work performed by the Automation Sub Contractor (ASC) will done to return equipment to the original manufactures specifications and standards unless authorized by the CTR to do otherwise.

3.2.9 The ASC must be able to safely service the automated systems while the drying systems are operational, ASC must be 24-hours per day everyday, and ASC will take all necessary precautions during support and maintenance activities to ensure system's stability and safety.

3.2.10 ASC Qualification Requirements

3.2.10.1 The ASC will have at least 5 years specific experience with the maintenance, calibration and technical support of flash drying control systems.

3.2.10.2 The ASC will have 5 years specific experience with software development for sludge flash dryer control systems projects with Siemens PLC's for control and Wonderware Intouch for the operator interface software.

3.2.10.3 The ASC will have and maintain a Texas Electrical Contractor License as required by state law for electrical maintenance.

3.2.10.4 The ASC must have and maintain an office within the City of Houston to ensure timely response to requests for immediate repairs.

3.2.10.5 The ASC will carry errors and omissions insurance for PLC control programming with coverage in the amount of \$1,000,000 (aggregate).

3.3. General Equipment: Group#3, Frequency as requested,

3.3.1. Examples of this group include fans, dampers, transmissions, sheaves, belts, valves, diffusers, pipe fittings, pumps, blowers, etc.

3.3.2. The city will direct repairs as necessary.

3.3.3. Fan Bearing Change Out:

3.3.3.1 There are thirty-five (35) Robinson fans of varying capacity with each dryer having one (1) each vapor, Induced draft, scrubber, system vent and combustion air fans.

3.3.3.2 It is Estimated that an average of seven (7) inboard and outboard bearing sets per year are changed. This task involves the replacement of the link belt bearings, inspection and repair as necessary of any soft feet to remove any piping strains, and dynamic balancing of the fan

3.3.4. Vapor Fan Cleaning and Inspection:

3.3.4.1 This task involves the removal of the upper fan housing section and removal of ash from the fan blades and housing.

3.3.4.2 Clearances shall be checked and adjusted as per the OEM specifications.

3.3.4.3 Upon completion, the fan shall be dynamically balanced.

3.4. Furnace: Group #4, Frequency as requested.

3.4.1. Firebox (69th Street):

3.4.1.1 This work shall include the installation of scaffolding and removal of all loose ash deposits on the inside of a firebox so as to allow the detailed examination of all refractory interior surfaces. Interior surfaces shall be scraped and brushed to remove the loose deposits. Ash removed from the firebox and ducts may be disposed of in the city's dumpster as directed.

3.4.1.2 Upon completion of the inspection, a written narrative report shall be provided detailing the type of damage, the linear feet or surface area of the repair and the contractor's recommended repair.

3.4.1.3 Depending on the conditions, the scaffolding shall remain up until further

repairs are completed, or removed at the completion of the inspection.

3.4.2 Burner Ring Refractory Tile Replacement (69th Street):

3.4.2.1 Work shall include all needed refractory and steel repairs to each Peabody M-12 burner on a fire box, removal of damaged refractory and replacement of the Peabody M-12 burner tiles (26 tiles / burner), 3/16" stainless steel tile retainer rings, "Bulls Eye" refractory ring, reinstallation of burner registers, and restoration of proper burner alignment. Work shall include all cutting, seal welding and masonry work to restore the burners to "OEM" alignment/operation.

3.4.3 Firebox Interior Seam Sealing with pump-able ceramic fiber material (69th Street):

3.4.3.1 Remove all loose ash and replace all missing ceramic fiber in all interior vertical and horizontal seams of a firebox.

3.4.3.2 Replace with pump-able/moldable ceramic fiber. Pump-able ceramic fiber shall be Fibratex Ceramic Fiber Moldable or approved equal. The fiber shall be applied to interior and exterior seams as necessary to fill the voids and seal the unit from thermal losses through the seams.

3.4.3.3 Work shall include all scaffolding, equipment necessary to perform the work.

3.4.4 Miscellaneous Steel Repairs:

3.4.4.1 Repairs to the steel shell and to interior sections of the units are sometimes necessary.

3.4.4.2 Repairs to the burner boxes shall be 3/8" carbon steel plate seal welded around the entire perimeter.

3.4.4.3 Repairs to the shell shall be 3/16" carbon steel plate seal welded around the perimeter as well.

3.4.4.4 All repairs to exposed surfaces shall have the welds cleaned and one coat of industrial grade red primer paint applied to all exposed surfaces followed by one coat of "High Heat Aluminum" paint.

3.4.5 Refractory Repairs to Firebox and Ducts:

3.4.5.1 The Dryers occasionally require refractory repairs in order to restore the necessary draft and correct heat losses. Repairs include both firebrick removal/re-installation/replacement and cast-able refractory repair/replacement.

3.4.5.2 The contractor shall investigate the problem and recommend a scope of repairs.

3.4.5.3 City staff shall direct repairs based on OEM standards and good work practice.

3.5. Scrubber System and Core-Pak Heat Exchangers Group #5, Frequency as requested.

Note: Core-pack Heat Exchangers language applies only to the 69th Street facility

3.5.1. Core-Pak Heat Exchanger Tube Cleaning:

3.5.1.1 This task is for the hydraulic, pneumatic or mechanical cleaning of the "Shell" side of these 2" diameter tubes. Access is by square hatches upstream and downstream of the heat exchanger. Materials washed off of the tubes falls to the twin venturi scrubber sprays located on the 4th floor just below the roof. The contractor shall see that these materials are removed from the venturi or washed through the attached drains.

3.5.2. Scrubber System Cleaning:

3.5.2.1 This task is for the inspection, cleaning and adjustment (if needed) of the spray nozzles in the twin venturi washers, the twin separators, and the sub-cooler (3-tray impingement scrubber). The attendant water control valves shall also be inspected and adjusted (if needed).

3.5.2.2 Note: This operation needs to be performed after the cleaning of the Core-Pak heat exchanger to avoid washing ash on the previously cleaned twin venturi washers.

3.5.3. Heat Exchanger Tube Replacement:

3.5.3.1 This task shall include any scaffolding and/or rigging necessary to access the heat exchangers, inspection, evaluation and replacement of tubes as directed.

3.5.3.2 Any ash accumulations shall be removed as part of this repair.

3.5.3.3 The tubes shall be fitted into the tube sheets and flare rolled as per the original installation.

3.5.3.4 Damaged structural members such as tube sheets shall be repaired or replaced as directed.

3.6. Mixer and Cage Mill Repairs: Group #6, Frequency as requested.

3.6.1. Mixers and cage mil:

3.6.1.1 Both of these units experience routine wear with the worn parts changed annually on average. Worn mixer parts usually include the paddles and tips. Non-routine work would include changing of the liner sections, shaft / seals/bearing replacement and mixer gear motor and drive chain repairs. Cage Mills usually have heavy wall pipe and flat plates changed on the "Spider". Other non-routine work includes repair/replacement of liner sections and refractory repair.

3.6.2 Miscellaneous Steel Repairs:

3.6.2.1 Repairs to the steel shell and to interior sections of the units are sometimes necessary.

3.6.2.2 Repairs to the burner boxes shall be 3/8" carbon steel plate seal welded around the entire perimeter.

3.6.2.3 Repairs to the shell shall be 3/16" carbon steel plate seal welded around the perimeter as well.

3.6.2.4 All repairs to exposed surfaces shall have the welds cleaned and one coat of industrial grade red primer paint applied to all exposed surfaces followed by one coat of "High Heat Aluminum" paint.

3.7. Cyclone Gas Duct: Group #7, Frequency as requested.

3.7.1. Cyclone Castable Refractory Lining Repair:

3.7.1.1 Repair the gunite lining in the Dryer cyclone Note: gunite anchoring spec to be followed is to be 2-inch, 3 legged stainless steel "V" type anchors on 6-inch center on ceiling and 9-inch centers on internal surface (for additional details see specifications Dryer #3 rehab project; file no. WW4760-04.

3.7.1.2 Work shall include all scaffolding, removal of affected materials, installation/replacement of the 5/16" 304 stainless steel anchors on 8-inch

centers, and the application of 2-1/2" of new, compatible refractory. The material shall be cut back and feathered into the surrounding refractory.

3.7.1.3 The amount of area to be repaired will be determined by the City.

3.7.1.4 Removed refractory materials may be placed in the City's dumpster as directed.

3.8. Combustion Air Pre-Heater, Deodorizer, and Core-Paks: Group#8, Frequency as requested.

3.8.1 Combustion Air Pre-Heater Tube cleaning:

3.8.1.1 This task is for the pneumatic, hydraulic, or mechanical cleaning as necessary of the inside of these 2-inch diameter x 14 foot length tubes.

3.8.1.2 Work shall include dislodging of all ash and other deposits from the tube and shell sides of the tubes, removal from the unit and disposal as directed.

3.8.2. Deodorizer Tube Cleaning:

3.8.2.1 This task is for the pneumatic, hydraulic, or mechanical cleaning as necessary of the inside of these 2-inch diameter x 18 foot length tubes.

3.8.2.2 Work shall included is lodging of all ash and other deposits from the tube and shell sides of the tubes, removal from the unit and disposal as directed.

3.9. Fire Suppression System: Group #9, Frequency as requested.

3.9.1. This task includes the calibration, repair, and / or replacement of the instruments identified as elements of the Dryer Trains as well as the support systems, including the Fire Suppression System for the Dryers and Centrifuges and other areas of the plant.

3.9.2. This task includes the calibration, repair, and/or replacement of the instruments and equipment for the Almeda Sims nitrogen storage system, manifold, and vaporizer unit which is up part of the fire suppression and control system.

3.9.3. The control systems include Siemans Simatic PLC's, supporting cards, their fiber-optic highways and all supporting software and hardware included in Item #2. The City shall direct actions as necessary to support plant operation.

3.10. Conveyors and Product Transport Systems: Group #10, Frequency as requested

3.10.1. This work involves the repair/replacement of all moving and stationary parts of the Dry Product transport system to include the following:

3.10.1.1 14 Drag chain conveyors; 6 bucket elevators, bag houses bags; 1 aspirator; 1 rotary separator screen; 2 shaker screens, 2 crushers mills, 10 screw conveyors, 5 vent fans; 2 gravity spouts; 2 metal storage bins; and 3 variable length dust controlled loading chutes.

3.10.2. Components of these systems include, but are not limited to, motors, sheaves, belts, variable speed drives, chains, sprockets, flights, flight scrapers, shafts, liners, bearings, fabric boots, fabric socks for bag houses, lubricators, metal and non metal wear parts, etc.

3.10.3. Work shall include all welding, fabrication, modification, alignment and repair of this system.

3.10.4. Work shall included inspection of the screw conveyor liners, screws and bearing and replacement or worn parts where necessary.

3.11. Proportion Feed System: Group #11, Frequency as requested

3.11.1 The 69th St Dryer #3 is separately equipped with a proportional feed system. This equipment includes; (1) wet tank, (1) dry tank, (1) wet hopper. (1) rolling crusher mill, (5) screw conveyors the dry feed; wet feed, leveling, and horizontal and vertical feed conveyors.

3.11.2 Work shall included inspection of the rolling mill belts, roller alignment, and replacement of worn parts where necessary

3.11.3 Work shall included inspection of the screw conveyor liners, screws and bearing and replacement or worn parts where necessary.

3.11.4 Work shall include all welding, fabrication, modification, alignment and repair of this system

3.12 Regenerative Thermal Oxidizer: Group #12, Frequency, as requested

3.12.1 The Almeda Sims dryers are each separately equipped with a thermal oxidizing unit to control any particulate discharges.. This equipment includes; (2) burners, (2) ceramic block oxidizing chambers, (2) VFD controlled exhaust fans, (2) combustion air blowers, (14) air dampers. duct work, thermocouples, actuators, pressure switches, flame detectors, ignition transformers, temperature recorders, controllers, flame amplifiers, and interface module

3.12.2 The RTO equipment work will include a review and recalibration by a qualified technician for all the instrumentation transmitters, control linkages, and sensors to insure the equipment is functioning properly and being maintained to the factory specifications.

4.0 Maintenance Requirements:

4.0 This specification covers the general requirements for the reconditioning, repairing, and testing of the equipment located at City of Houston 69th St. and Almeda Sims sludge facilities. This includes, but is not limited to, centrifuges, furnaces, fans, pumps, motors, control system, conveyer system, dewatering equipment, PLC's, bearings, seals, cables, cable supports, guide cable, guide rails, chains, support brackets, and general electrical/mechanical work.

4.1 This specification defines minimum acceptable requirements for the repair of the units.

4.2 Unless otherwise specified, fabrications, processes, parameters, and test methods for the equipment shall conform to the latest revision of the following ELECTRICAL APPARATUS SERVICE ASSOCIATION (EASA) documents:

4.2.1 EASA AR100-1998 - RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS (hereafter abbreviated as EASA AR100-1998);

4.3.2 EASA Technical Note No. 16 – GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING, September 1999 (hereafter abbreviated as EASA Tech Note No. 16);

4.3.3 EASA Technical Note No. 17 – STATOR CORE TESTING, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and

4.3.4 EASA Bearing Fit Tolerance Chart updated 1997.

4.4. All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards

laboratories (EASA AR100-1998 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.

4.5 The equipment at City facilities are purchased and installed under Original manufacturer specifications latest edition requiring compliance with the applicable sections of the following standards and codes:

- 4.5.1 American National Standard Institute (ANSI)
- 4.5.2 American Society for Testing and Materials (ASTM)
- 4.5.3 Anti-Friction Bearing Manufacturing Association (AFBMA)
- 4.5.4 Hydraulic Institute
- 4.5.5 Institute of Electrical and Electronic Engineers (IEEE)
- 4.5.6 National Electric Code (NEC)
- 4.5.7 National Electrical Manufacturers Association (NEMA)
- 4.5.8 Steel Structures Painting Council (SSPC)
- 4.5.9 City of Houston Electrical Code

4.6 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:

- 4.6.1 Steel Structures Painting Council (SSPC)
- 4.6.2 Anti-Friction Bearing Manufacturing Association (AFBMA)
- 4.6.3 American Society for Non-Destructive Testing

4.7 At City facilities the installed equipment are units produced by the following manufacturers (but not limited to):

- 1. Alstorm Power, Raymond Division
- 2. Alfa Laval Sharples
- 3. Robinson Industries
- 4. Peadody burners
- 5. AP Green
- 6. Honeywell actuators and gas control valves
- 7. Rosemont transducers
- 8. ABB flow meters
- 9. WAM Extrac division
- 10. Orival
- 11. CECO
- 12. INOX Thermax
- 13. Hauck & Industrial Refractory
- 14. Jaudt
- 15. Roskamp
- 16. CV Technology Q-Rohr
- 17. Moyno Neptune
- 18. MAC Equipment

19. Solex Thermal
20. Nol-Tec Systems
21. Atlas Copco

4.8 The CTR will make copies of the following O&M manuals. Manuals not listing below must be obtained, and ONE (1) copy shall be provided to the CTR for reference for the equipment repaired and/or replaced under this contract.

Equipment	Description
Centrifuges	None Available
Instrumentation and Control	Flash Drying Systems
	Fisher Gas Regulator, Type S201 and S202
	Polymer Control
	TI 545 CPM
	Simatic 505
	505 Analog CTI 2573-MOD
	Operator Panel
	Model 1151 Transmitter
General Equipment	Flash Drying Systems
	Fans, Robinson Industries, Inc., Models 64P8W, 64RB-1216, 49RB-1216, 50-RB-1216, 25FRD
	Guillotine Damper Assemblies
	Gear Motors and Reducers
Furnace Equipment	Flash Drying Systems
	Burners, Peabody Engineering Corp., Model M12
	Hauck & Industrial Refractory (Andritz Dryer Manual)
Equipment	Description - continued
Furnace Equipment Continued	CECO - RTO units Andritz Dryer Manual
	Jaudt – rotary valve Andritz Dryer Manual
	CV Technology Q-Rohr – explosion vents Andritz Dryer Manual
	Robinson Industries – main ID fan Andritz Dryer Manual
Scrubber System and Core-Pak Heat Exchanger	Flash Drying Systems Manual
	Cor-Pak Heat Exchangers
Mixer and Cage Mill	Flash Drying Systems Manual
	WAM – Mixers, screw conveyors, bin activators, slide gate, and bucket elevators see Andritz Dryer Manual
Cyclones Gas Duct	Flash Drying Systems Manual
Combustion Air Pre-heater, Deodorizer, and Core Pak tubes	Flash Drying Systems Manual
Fire Suppression	None Available
Drag Chain Conveyors and Product Transport System	Sweco Vibro-Energy Separator, Model US 48, 1200 RPM
	Falk Corporation Fluid Power Drive, Model A-FPG7.58 and Falk Screw Conveyor Drive, Model 2203JSC25
	WAM – Mixers, screw conveyors, bin activators, slide gate, and bucket elevators see Andritz Dryer Manual

	Shaftless Screw Conveyor
Proportional Feed System	Proportional Feed System Manual
	Roskamp – roller crusher Andritz Dryer Manual

- 4.9 Contractor shall furnish, if requested by CTR, copies of current environmental permits and demonstrate compliance with current environmental regulations.
- 4.10 Subcontractors to the Contractor for the performance of work are subject to the same standards as the contractor.
- 4.11 At a City location, all machinery and equipment that are undergoing maintenance and repair shall be locked-out/tagged-out (LOTO) to protect against accidental or inadvertent operation when such operation could cause injury to personnel or damage to equipment. LOTO shall carry out by “City of Houston Authorized Personnel” only. “City of Houston Authorized Personnel” may include qualified electricians, mechanics, and operators.

5.0 Work Orders

- 5.1 The CTR will request a proposal and cost estimate from the Contractor for the designated project.
- 5.2 The Contractor must respond with their proposal and cost quotation within three (3) working days after receiving the request from the CTR. The quotation must include a breakdown by the applicable contract Fee Schedule Line Item of each service to be provided, the quantity, the total cost for that Line Item and all necessary drawings and specifications.
 - 5.2.1 The Contractor will submit a completed **Hazard Communications Program / Contractor Compliance Form** (Form E) with each cost quotation if work is to be completed on City property.
- 5.3 If the Contractor’s Proposal is acceptable, the CTR will issue a “Work Order” (Form F) authorizing the Contractor to perform work.
 - 5.3.1 The schedule of work will be coordinated with the CTR so as not to interfere with plant operations.
 - 5.3.2 The Contractor will not commence work until the CTR has approved the submitted schedule of work. The Contractor must also obtain approval of the schedule of work prior to start of work.
- 5.4 The Contractor must start the approved work within three (3) working days after the Work Order is issued. The Contractor agrees to start a specified work order within twenty-four (24) hours or less if an emergency condition exists.

6.0 Repair and Replacement Parts

- 6.1 The Contractor shall use only NEW and ORIGINAL EQUIPMENT MANUFACTURER (OEM) in the repair of the City’s equipment.
- 6.2 At Contractor’s repair facility, the Contractor shall disassemble the unit, inspect it and prepare a scope of work to repair and replace parts with *new* OEM parts or equal.
- 6.3 If the Contractor plans to use any part other than an OEM specified part, the Contractor shall obtain written permission from CTR before using such parts.

- 6.4 At the City's option a City representative will pick up all non-repairable units. Non-repairable units do not need to be reassembled.
- 6.5 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the CTR if the (EI) tag is damaged or missing.
- 6.6 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be paid on the reimbursable cost-plus basis. Timing for installation shall be mutually agreed upon in writing between the CTR and the Contractor.
- 6.7 Attach a tag to each equipment housing to include the Repair Date as well as Contractor's name and Job Number. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be paid on the reimbursable cost-plus basis. Timing for installation shall be mutually agreed upon in writing between the CTR and the Contractor.
- 6.8 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- 6.9 If requested by the CTR, Contractor shall furnish parts needed for maintenance activities of equipment by City Personnel. Contractor shall charge the same price for these parts as scheduled in Bid Forms under "Parts and Material."
- 6.10 The City reserves the rights to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, and other items of any equipment undergoing repair work.
- 6.11 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- 6.12 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.
- 6.13 All painted equipment with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any repair.
- 6.14 Assembled repaired equipment shall be tested for vibration. The vibration level shall not exceed manufacturer recommendation. The vibration measurements shall be recorded on the Final Test Sheet. (Final Test Sheet Forms are to be provided by the Contractor with CTR having final approval of the format.) All costs associated with the vibration test shall be included as a part of the base cost of any repair work.
- 6.15 The Contractor shall be responsible for storage of the equipment in need of repair and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.
- 6.16 Paint booth shall not be used for Sandblasting.
- 6.17 Steam clean area shall be so designed with all the run-offs captured into an approved oil/grease recovery system.
- 7.0 Required Documentation
 - 7.1 Delivery tickets and packing slips will contain quantity, part number, description of commodity delivered, name of department or section and facility name to which the merchandise was delivered, the City of Houston Ordinance Number, Contract number, signature of receiving

employee, printed name, employee number and the authorization release number.

- 7.2 All markups shall be based on part vendor's or sub-contractor's ACTUAL ORIGINAL Invoiced Documents. The contractor shall submit these actual original invoices, as attachments, with the final invoice for payment by City for the work performed by the Contractor.
- 7.3 Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock or shop record or any other mutually agreed method. The field TIME SHEETS should be signed DAILY by a City of Houston Supervisor at the facility location, if a City supervisor is available. ALL TIME SHEETS shall be approved by the CTR on the last working day of each week.
- 7.4 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract at a later date. Subject to such audit, any overpayments shall be recovered from the Contractor.
- 7.5 The City shall be billed only for the hours the contractor works on City equipment whether at City facility or at Contractor's facility. No itemized travel time is allowed or reimbursable.

8.0 Reporting and Documentation

- 8.1 Any equipment removed from City property shall be documented on an "Equipment Release Authorization Form" (Form C). The Public Works and Engineering Department may use a log in conjunction with the Equipment Release Authorization form. The department requesting services shall provide the Equipment Release Authorization Form. The user department shall adjust the Form to reflect the Contract Number and Ordinance Numbers pertaining to this Contract.
- 8.2 CTR and the Contractor's manager shall meet once a month to review the records of the completed works, works in progress, and any other matter related to this contract. The Contractor shall provide a current status of all Work Orders utilizing the "Progress and Status Report Form" (Form D) to the CTR at each meeting. Any discrepancies shall be resolved at that time and all backlogs shall be completed by the tenth of the following month.
- 8.3 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed "Equipment Teardown and Recommended Repair Report(s)" (Form A), ork performed on the unit, test and data sheets including Electrical, Machinist and Mechanical Report. (Electrical, Machinist and Mechanical Report Forms are to be provided by the Contractor with CTR having final approval of the format.) The Contractor shall establish and maintain records for at least three (3) years that the product has passed inspection and/or test with defined acceptance criteria (EASA AR100-1998 1.3.2).
- 8.4 Additional form(s) may be required during the term of this contract at the direction of the CTR.

9.0 Explosion-Proof Rated Equipment

- Repair of Underwriters Laboratory (UL) approved explosion-proof equipment
 - Repair of Factory Mutual (FM) approved explosion-proof equipment.
- 9.1 The repair of Underwriters Laboratory (UL) explosion-proof equipment shall be performed in a UL approved shop by skilled mechanics that are familiar with repair practices typical to explosion-proof equipment.
 - 9.2 The repair of Factory Mutual (FM) explosion-proof equipment shall be performed in a "Factory" approved shop by skilled mechanics that are familiar with repair practices typical to explosion-proof equipment.

- 9.3 Only OEM parts are allowed in the repair of UL approved units, except for bearings and seals. NO OTHER EXCEPTIONS.
- 9.4 Only shafts and seals can be reworked for a repair of UL approved units.
- 9.5 The repaired "UL" unit shall be re-certified by an UL inspector.
- 9.6 The shop shall provide the City with a copy of the "UL Certification Sheet" (Form B). The certificate shall bear the UL file number.

10.0 Repair and Replacement

- 10.1 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the equipment in lieu of replacement unless the repair cost of the equipment exceeds seventy (70) percent of the cost for replacing it with a new item. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on economic evaluation and various operational considerations.
- 10.2 The CTR must approve, in writing, the purchase of a new unit in lieu of repair.
- 10.3 Replacement unit shall have the same characteristic as the one being replaced and shall have a "Premium" or best available "Efficiency" motor unless otherwise authorized, in writing, by CTR.

11.0 Specific Tasks and Scope of Work

- 11.1 Upon request for estimate from the CTR and within three (3) working days the contractor shall inspect the equipment at the Sludge Processing Facility. If repairs can be performed at City facility at the time of inspection, the Contractor shall do the needed repair and release/return the unit to Operation.
- 11.2 If the unit can be repaired at City location but additional parts and services are needed, the Contractor shall notify the CTR and prepare a scope of the work within seventy-two (72) hours and submit it to the CTR for approval and issue of a work order. The scope of work shall include the estimated time for delivery of parts and expected completion date of the work. The Contractor, upon receipt of work order, shall complete the repair of the unit within allocated time and release/return the unit to Operation.
- 11.3 After issuance of the Work Order, if the unit cannot be repaired at City location, the Contractor shall notify the CTR. Within forty-eight (48) hours, the Contractor shall pull the unit from its foundation or pit, and load the unit on Contractor's vehicle, and transport/deliver the unit to Contractor's/ sub-contractor's repair facility.
- 11.4 The Contractor or its sub shall furnish hoist, crane, etc. for loading and unloading of the unit at City facilities and at Contractor's facility.
- 11.5 Before disassembly of the unit at Contractor's shop, the Contractor/ sub contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the unit and sub-assemblies, as received. These photographs and any subsequent photographs of the unit and its parts shall be parts of the repair record.
- 11.6 The Contractor shall chemically and mechanically clean all external surfaces, as required.
- 11.7 The Contractor shall perform the necessary tests, with measurement recorded in the Equipment Teardown and Recommended Repair Report (Form A).
- 11.8 The Contractor shall disassemble the units and clean all internal parts.

- 11.9 The Contractor shall inspect all components of the units and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications.
- 11.10 The Contractor is responsible for obtaining the OEM data from the manufacturers.
- 11.11 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.
- 11.12 The Contractor shall inspect the rotor shaft for "roundness/runout" and determine if it is within OEM tolerance.
- 11.13 The Contractor shall inspect the shaft extensions and keyseats (keyways), if applicable. Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked.
- 11.14 Contractor shall inspect each bolt for damaged threads.
- 11.15 Repair shall include sandblasting, welding and machining as required. Other services required of Contractor shall include Non-Destructive Testing (NDT), chroming and metallizing if and when required.
- 11.16 The core iron, if needed, may be grit blasted with glass beads, walnut shells, corncobs, or similar materials. It shall not be blasted with silica, garnet, or other grits, which may cause shorts between laminations (EASA Tech Note 16).
- 11.17 Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings, and seals when the original unit was furnished with such items.
- 11.18 The CTR will inspect the tear-downed unit, review the Contractor's proposed work scope and cost estimate, and revise/approve the work scope/cost estimate.
- 11.19 Upon acceptance of cost estimate by the CTR, the CTR will issue a work order (Form F). Upon the receipt of the work order the Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:
- 11.20 The Contractor shall notify the CTR immediately if the Contractor cannot complete the job within the contractually agreed time period detailed in the authorizing Work Order. The Contractor shall submit to CTR a detailed explanation for the delay with a new schedule to complete the job.
- 11.21 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather protected storage area.
- 11.22 Shaft seal surface, bearing journals, shall be micrometer checked and recorded on the information sheet.
- 11.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.
- 11.24 The above measurements shall be submitted to CTR, along with the Electrical, Machinist and Mechanical Report Form(s), during the teardown inspection.
- 11.25 Replacement bearings shall have an L10 rating life in accordance with ANSI/AFBMA of at least 40,000 hours. If the L10 rating life of the existing bearing is larger than 40,000 hours, the Contractor shall replace the bearing with the same L10 rating life bearing as the existing one.

- 11.26 After parts have been repaired, Contractor shall put together the rotating assembly and balance it.
- 11.27 The Contractor shall reassemble the unit, test, seal and paint, as required.
- 11.28 Surface of all REPAIRED units shall be prepared for painting to white metal finish by blast cleaning to SSPC-SP5. Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.29 Surface of all REPAIRED units requiring a paint job shall be primed and finished, in an approved paint booth, using the unit manufacturer's standard epoxy painting system:
 - 11.29.1 The minimum Prime coat thickness shall be 3 mils DFT, dry film thickness (DFT).
 - 11.29.2 The minimum finish coat thickness shall be 6 mils DFT, dry film thickness (DFT). Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.30 If manufacturer's "standard epoxy painting" information is not available, the following industrial coating specification for surface of pumps and equipment shall be followed:
 - 11.30.1 The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish,
 - 11.30.2 The prime coat shall be Ameron 38P, Tnemec 69, or equal.
 - 11.30.3 The finish coat shall be Ameron 38S, Tnemec 69, or equal. Changes to paint specifications shall be approved in writing by CTR prior to application of paint.
- 11.32 The user department will specify the paint color.
- 11.33 Whenever needed, only OEM specified lube/cooling oils, or equal, shall be used in the oil chamber. The lube/cooling oils shall be biodegradable, nontoxic, and FDA approved.
- 11.34 Only OEM specified greases, or equal, shall be used on the bearings.
- 11.35 The Contractor shall return the repaired unit to a City facility, check all associated equipment, install the unit into pit/foundation, and reconnect cables and piping.
- 11.36 The Contractor shall ensure that all electrical control for alarms-shutdown of the systems are operational and are set as specified by OEM before the field test run.
- 11.37 The Contractor shall have the OEM's information on the unit performance, electrical data, and temperature data of the unit at hand before the start of the unit.
- 11.38 Before start of the unit, the Contractor shall check the system for any abnormal conditions and record it accordingly. All deficiencies shall be corrected before start of the unit.
- 11.39 The Contractor shall measure/record the voltage and current readings of the system at NO LOAD and at FULL LOAD and shall compare these readings with the OEM values. Any deviations or unusual conditions shall be evaluated and corrected, if needed.
- 11.40 The vibration levels, if measured, shall be as specified by the OEM. If needed, the City will assist the Contractor to obtain the OEM data from the manufacturers.

11.41 The final check of the system shall be made at the end of the test run when the units and the system have reached their operating conditions. All adjustments and/or modifications needed shall be made before placing the unit into permanent service.

12.0 Equipment Inspection and Repair

12.1 The Contractor shall provide an "Equipment Teardown and Recommended Repair Report" (Form A) showing the condition of the unit upon receipt, the repair work done, and the final test results. The actual format shall be mutually agreed upon.

12.2 During disassembly, the unit shall be visually inspected to determine cause of failure, including electrical and/or mechanical failure.

13.0 Standard Response Times

13.1 Contractor shall be accessible to the City via telephone during City of Houston normal business hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.

13.2 Contractor shall be available and accessible to the City via telephone to work overtime if requested by the CTR.

13.3 Contractor shall be available and accessible to the City via telephone to work emergency if requested by the CTR.

13.4 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. CTR shall coordinate the emergency and overtime work.

14.0 Acceptance of Repair

14.1 Shop "Final Test"

14.1.1 The CTR shall inspect the repaired unit before the performance test can begin. It is the Contractor's responsibility to ensure communication has been established with the CTR for witnessing of the performance test.

14.1.2 All control sensing devices shall be checked to ensure they meet the OEM specifications. The control sensing devices shall include (but not be limited to) thermal sensors, moisture sensors, and thermistors.

14.1.3 The repaired unit shall be securely mounted, to a leveled metal base-plate or set on standard rubber isolation pads while vibration readings are taken.

14.1.4 Vibration level measurements shall be taken on the completely assembled unit at the bearing housings (horizontal, axial and vertical positions) adjacent to the shaft. The vibration level limits set in O & M shall not be exceeded.

14.1.5 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.

14.1.6 After corrective actions are made, the unit shall go through a new Shop test run before the unit is dispatched to be installed and undergo Field Test Run.

14.2 Field "Run Test"

14.2.1 The CTR shall inspect the repaired unit before the Field Run Test can begin. It is the

Contractor's responsibility to ensure communication has been established with the CTR for witnessing of the performance test.

14.2.2 After the unit is run continuously under site's FULL LOAD condition for at least twenty-four hours, the Contractor shall measure/record data of start and run. Acceptable values of all readings are as specified by the OEM.

14.2.3 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.

14.2.4 After corrective actions are made, the unit shall go through a new Field Run Test before the unit is accepted.

14.2.5 The repair record and report covering teardown report, photographs of the condition of the unit, specific measurements, and tests such as balancing of rotating elements, vibration measurements, mechanical measurements, start current, run current, insulation level, and others shall be kept for three years by the Contractor, and shall be furnished to the City if requested by CTR.

14.2.6 A typed copy of Repair Data Sheets covering results of specific tests such as balance, vibration measurement, electrical testing results, mechanical measurements, rewinding data, and final Shop Final Test as well as Field Run Test sheets shall be included with the shipment of all repaired units, if requested by CTR.

14.2.7 The City shall not make any payment to the Contractor until ALL corrective actions are made and the equipment repair is accepted.

15.0 Silence of Specifications

15.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

16.0 Labor Rate

16.1 The labor rate shall include ALL costs for a qualified person to work on and repair the City equipment including wages, all company benefits, and company profit.

17.0 Additional Services

17.1 Prior to commencement of any Additional Services," Contractor shall submit a written proposal for approval by CTR describing the work to be done and include a good faith estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs.

17.2 Contractor shall perform Additional Services using the unit rates in the Fee Schedule as specified for the type of service provided. If the Fee Schedule does not cover the work the Contractor shall be paid on the reimbursable cost-plus basis. Timing of any Additional Services shall be mutually agreed upon in writing between the CTR and the Contractor.

18.0 Warranties

18.1 Contractor shall observe the highest standards of diligence and care in the performance of repair services and shall meticulously follow the standards and procedures required by the

equipment manufacturer.

- 18.2 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.
- 18.3 A minimum full warranty of twelve (12) months is required upon completion of repair services. The warranty period shall begin after satisfactory test run and the day the City officially accepts the repaired unit.
- 18.4 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours after notification and shall be completed within ten (10) days.
- 18.5 During the warranty period ALL failed units shall be re-repaired or replaced at Contractor's expense if failure occurs under normal operating conditions or if the failure is due to faulty parts or negligence of the Contractor.
- 18.6 If the number of days a unit is out service for warranty repair exceeds ten (10) business days, the warranty shall be extended by the number of calendar days the unit has been out of service.

19.0 Invoices

- 19.1 Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall detail the following information:

- City Contract number and Contractor's Job Number.
- Contractor's Job Number shall appear clearly on all time sheets, invoices, and suppliers' invoices.
- Contractor's name and address and where the service was performed.
- City equipment EI Number, and City Work Order Number.
- City Facility Number and address where equipment had been prior to service.
- Detailed description of services rendered.
- Description of Parts or components repaired or replaced. Provide Part Numbers, listing before and after discount. If parts are reconditioned, the costs to recondition parts must be listed.
- Subcontractors' invoices with detail description of work performed, hours, and cost.
- Labor hours and rates.
- City delivery and pickup tickets
- UL re-certification for explosion-proof units
- Subtotal costs for parts and labor separately.
- Total invoice costs.

19.2 PWE Invoicing Address

Public Works and Engineering Department
Accounts Payable – Mr. Craig Foster
P.O. Box 61449
Houston, TX 77208-1449

20.0 Additions and Deletions

- 20.1 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 or similar equipment and/or services to the list of equipment and/or services to be performed. Any such written notice shall take effect on the

date stated in the notice from the City. Equipment 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 and/or service is not identical to any item already under contract, the charges therefor will then be the Contractor's prevailing charges or rates for the equipment and/or services classified in the fee schedule.

20.2 All unit prices for labor and parts shall be easily identified against the quoted contract pricing.

21.0 Warranty of Services

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

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

21.2 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-confirming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

21.3 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.

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

22.0 Estimated Quantities Not Guaranteed

22.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work 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.

**Form A:
 Sample Equipment Teardown and Recommended Report
 Sludge Facility Equipment Repair Report
 Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

Contractor: _____

City Contract Number: _____

Contractor Job Number: _____

EI #: _____ Equipment Location: _____ City Facility Number: _____

Nameplate Information:

Make:	Volt:	HP:	RPM:
Model:	Amp:	Hz:	SF:
Serial:	Impeller Code:		
Other:	Other:		

Cable Information:

Power Cable	Size	Length	Condition
Control Cable	Size	Length	Condition

Bearings	DE Size		Condition
Bearings	ODE Size		Condition
Volute			
Wear Rings			
Slide Rail Bracket			
Other			

Runouts:

Shaft DE	
Shaft ODE	
Face of Rotor	

List all tests performed on this unit:

**Form A:
Sample Equipment Teardown and Recommended Report
Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

Recommendation: Repair: _____ Replace: _____

Other Repairs Needed:

Parts Description:

Job Title: _____

Date: _____

Prepared By: _____

**Form B:
Sample U.L Certification Sheet
Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

NAME OF REPAIR SHOP: _____

FACILITY NAME: _____ JOB #: _____ EI #: _____

OLD U.L. SERIAL #: _____ NEW SERIAL #: _____

ORIGINAL CLASS: _____ ORIGINAL GROUP: _____

REBUILT CLASS: _____ REBUILT GROUP: _____

DATE NEW SERIAL # ISSUED: _____

WORK DONE: _____

Equipment MFGR: _____ FRAME: _____

Equipment SERIAL #: _____

HP: _____ VOLTS: _____ AMPS: _____ CODE: _____

INSULATING CLASS: _____ THERMOSTAT MOUNTING
CODE: _____

U.L. INSPECTOR NAME: _____

U.L. INSPECTOR EMPLOYEE #: _____

Form C:
Sample Equipment Release Authorization Form
Release No. : _____
Sludge Facility Equipment Repair Report
Public Works and Engineering Department

NOTE:

This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.

DATE: _____ CITY WORK ORDER #: _____

CITY FACILITY NAME: _____ CITY FACILITY #: _____ EI #: _____

CONTRACTOR: _____ CONTRACTOR JOB #: _____

CONTRACTOR ADDRESS: _____

CONTRACT #: _____ ORDINANCE #: _____

NAMEPLATE INFORMATION:

MAKE:	VOLT:	HP:	RPM:
MODEL:	AMP:	HZ:	SF:
SERIAL:	IMPELLER CODE:		

REASON FOR THE PULLING OF THE EQUIPMENT:

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

IS THERE A PICTURE OF THE EQUIPMENT ATTACHED? YES: _____ NO: _____

CONTRACTOR REPRESENTATIVE

NAME: _____

SIGNATURE: _____

EMPLOYEE NUMBER: _____

CITY OF HOUSTON REPRESENTATIVE

NAME: _____

EMPLOYEE #: _____

SIGNATURE: _____

EMPLOYEE NUMBER: _____

COMMENTS: _____

**Form D:
Sample Progress and Status Report Form
Date: _____**

**Sludge Facility Equipment Repair Report
Public Works and Engineering Department**

**NOTE:
This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR.**

Release Number	Work Order #	Work Order Date	E.I. #	Fac. #	Fac. Name	Manufac .	Model #	Serial #	H.P.	Problem	Date In Shop	Shop Job #	Inspect Date	Test Date	Person Called Date	Allocated Amount	Cost Of Rep air	Expend. To Date
																\$	\$	\$

Form E:
 City of Houston
 Hazard Communications Program
SAMPLE CONTRACTOR COMPLIANCE FORM

DEPT: Public Works and Engineering
 LOCATION(S): _____

COMPLIANCE STEPS	<u>CHECK</u> if Yes	<u>DATE</u>
1. Will contractor bring chemicals on City property?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have the chemicals been assessed for hazards? (Attach HCP-1)	<input type="checkbox"/>	<input type="checkbox"/>
3. Has Safety/Risk Management approved usage?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has MSDS/HazCom Program information been exchanged?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have City employees been trained on hazards posed by the contractor's chemicals brought onto City property?	<input type="checkbox"/>	<input type="checkbox"/>

RECEIPT OF INFORMATION

Exchange of HazCom Packets:

CITY REP (Name/Title): _____ Date: _____

CONTRACTOR REP: _____ Date: _____

Has the CONTRACTOR documented HazCom training of their employees? If YES, sign below.

CITY REP (Name/Title): _____ Date: _____

The Owner: THE CITY OF HOUSTON, 901 Bagby Street, Houston, Texas 77002 (the City)

The Contractor: _____

Address: _____

Project GFS Number: _____

Project Title: _____

Project Location: _____

City Engineer: _____

Address: _____

Project Manager: _____

NOTE:
 This is a SAMPLE form subject to revision after contract award at the direction/approval of the CTR

DESCRIPTION OF THE WORK

The work to be performed under this Work Order includes:
 All necessary Drawings or Specifications are attached and incorporated herein as part of the Work Order.

DATE OF COMMENCEMENT

The Date of Commencement of this Work Order under the Project is _____. On such date the Contractor is to start performing its obligations under the Work Order in accordance with the Contract Documents. The Contract Time for this Work Order is _____ days; the date on which Liquidated Damages shall commence is established as _____, 2003, subject to adjustments of the Contract Time as provided in the Contract Documents.

Should Contractor fail to achieve substantial completion of the Work within the Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

CONTRACT PRICE

Subject to all the terms and conditions of the Contract Document, the City shall pay the Contractor in current funds for the Contractor performance of the Work described in this Work Order, the Work Order price of _____ Dollars (\$_____). The Work Order price is calculated in bid document – Quantity Analysis, which is subject to adjustment upon completion of the Work due to variation in quantities of units of Work actually incorporated in the completed Work and other adjustments as provided in Contract Documents.

The Contract Price is based, in whole or in part, on those unit price items of Work that are listed in the bid document. The Contract Price is subject to adjustment due to variation in quantities of units of work actually incorporated in the completed Work and other adjustments as provided in the Contract Documents.

This Work Order is a Contract Document. Work performed and payments made pursuant to this Work Order shall be subject to the terms and conditions of all other Contract Documents except as otherwise provided, including but not limited to Document 00700 – General Conditions and Document 00800 – Supplementary Conditions.

Additional terms, instructions, and conditions that pertain to this Work Order:

City of Houston
 By: _____
 Project Manager

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID #

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR 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

Contractor

City Purchasing Agent for Director(s)
of Parks and Recreation Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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A. DEFINITIONS

B. SCOPE OF SERVICES

BB. LOCATIONS & EQUIPMENT

*C. EQUAL EMPLOYMENT OPPORTUNITY

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*E. DRUG POLICY COMPLIANCE AGREEMENT

*F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS

*G. DRUG POLICY COMPLIANCE DECLARATION

*H. FEES AND COSTS

*I. CONTRACTOR PAY OR PLAY

*J. PERFORMANCE BOND

*K. MAINTENANCE 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 a corporation):

By: _____

By: _____

Name:

Name:

Title:

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 labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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.

2.2 INDEMNIFICATION:

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:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

2.3 INDEMNIFICATION:

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

3.0 INDEMNIFICATION PROCEDURES:

3.1 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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 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.

3.3 Defense of Claims

3.3.1 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.

3.3.2 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.

4.0 INSURANCE:

4.1 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 coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 4.1.3 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.
- 4.1.4 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)

4.2 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:

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

5.0 WARRANTIES:

- 5.1 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.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
 - 5.2.1 that all items are free of defects in title, material, and workmanship,
 - 5.2.2 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,
 - 5.2.3 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
 - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

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

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

- 7.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in

8.0 MWBE COMPLIANCE:

- 8.1 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 11% 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.
- 8.2 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.

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 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.
- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 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,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 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.
- 9.4 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.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 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.
- 10.2 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.

11.0 CONTRACTOR'S PERFORMANCE:

- 11.1 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.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 12.1 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.
- 12.2 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.
- 12.3 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.

13.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 13.1 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. Exhibit "I".
- 13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

14.0 PERFORMANCE BOND:

- 14.1 The Contractor shall furnish and maintain a performance bond in the amount of **100% of the annual contract cost, renewable annually**, which will be for a period not to exceed one year.

If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "I".

- 14.2 If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. 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.
- 14.3 The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Contractor receives notification from the City of a possible award.

15.0 MAINTENANCE BOND:

- 15.1 The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of **100% of the annual recommended award amount, renewable annually for the initial term of the contract.** The Contract term is three-years with two one-year options to renew for a total five-year term.
- 15.2 The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.
- 15.3 This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.
- 15.4 The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond.
- 15.5 The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Contractor receives notification from the City of a possible award.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices 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.
- 1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

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:

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 \$50,000. A Change Order of more than \$50,000 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 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 of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

4.1 If the 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.

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 to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

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 therefor.

EXHIBIT "A" DEFINITIONS

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

"Additional Services" shall mean other services to repair systems associated with the Maintenance of the sludge plants, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the Director and Contractor.

"ASC" shall mean Automation Sub Contractor

"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.

"Contractor Administrator" means the representative of the Department who is responsible for 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/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.

"City of Houston Normal Business Hours" shall mean 7:30 a.m. to 4:30 p.m., Monday to Friday, except on days which are considered City holidays.

"Contract Technical Representative" (CTR) shall mean the representative of the Director of Public Works and Engineering Department assigned to verify services invoiced, maintain a record of available funds, comply with the terms of the contract, review the contract at the time of renewal, and administer the day-to-day activities of the Contract.

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

"Contractor's/subcontractor's Facility" shall mean place of business of the Contractor or its subs where the Contractor performs repairs of equipment and machinery for other entities, specifically where the Contractor plans to repair City of Houston equipment of the model and size described in these specifications. The facility shall be equipped with the needed overhead/jib crane(s), lathe(s), drill(s), ovens, pressure washing machine, meggers, coil testers, balancing machine, paint booth, hydraulic press(es), and testing equipment to do the necessary repair/replacement work for the specific equipment in each group. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during assembly of the submersible pumps and installation of bearings and gears.

"Contractor's Standard Business Hours" shall mean the daily eight (8) hour period Monday through Friday, which the contractor has established as their normal business day.

"Established Contractor/Supplier" is defined as any contractor who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the contractor can be expected to perform in a satisfactory manner with respect to this contract.

"Emergency Labor Rate "(ELR) shall mean the contractor's charge for labor for unscheduled, immediate, and continuous repair work, which shall be carried out until the repair of the unit is completed. CTR must authorize all emergency works.

"Equipment Inventory (EI) Number" shall mean the unique, cradle-to-grave number called Equipment Inventory (EI) Number used by (MMS) to identify each piece of equipment.

"(EI) Tag" shall mean a metallic strip, embossed with the equipment inventory number (EI #), and attached to each piece of equipment

"Maintenance Management System" (MMS) shall mean a computerized database to manage work order process, and maintains historical data about performance and repair of equipment at the Water Production and Wastewater Operations branches of the Utilities Division, City of Houston.

"Non-repairable Shop Cost" shall mean the cost amount that the contractor can bill the City for the teardown, inspection, testing, and work scope/estimate preparation when the CTR determines that the submersible pump is not to be repaired (Non-Repairable).

"Non-Destructive Testing" (NDT) shall mean inspection to detect cracks and discontinuities by Magnetic Particle Methods, Penetrant Methods or any other Methods as needed and shall be performed by an NDT Level III Certified Technician. The Certification shall be in accordance to the latest Recommended Practices of the American Society for Non-Destructive Testing.

"Other Repair Methods" shall mean any method of repair other than those prescribed in the Bid Form. These "other repair methods" must be authorized in writing by the equipment manufacturer and be approved by the Director.

"Overtime Labor Rate" (OLR) shall mean the contractor's charge for labor for work performed after contractor's Standard Business Hours. CTR must authorize all overtime works.

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

"PLC" shall mean Programmable Logic Controller.

"Repair" shall mean that the contractor, upon receipt of the unit, shall inspect and clean all components; wash, and dry the unit; check casing, impeller, seals, and other components, if applicable; check components fit and tolerances; bring all clearances to OEM standards; dynamically balance rotating parts assembly, re-assemble,

perform all tests; check vibration at full rated voltage and frequency; and paint.

“RTD” shall mean Resistive Thermal Device.

“Standard Labor Rate “(SLR) shall mean the contractor’s charge for labor during contractor’s Standard Business Hours.

“User Department Representative” (UDR) shall mean the representative of the Director of the Department assigned to administer the day-to-day activities of the Contract.

EXHIBIT "B"
SCOPE OF WORK

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
MWBE REQUIREMENTS

ATTACHMENT “C”
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Affirmative Action Director (“the Director”)
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

ATTACHMENT "D"

**CITY OF HOUSTON
AFFIRMATIVE ACTION & CONTRACT COMPLIANCE
M/WBE UTILIZATION REPORT**

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT No.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBEs to reflect up/down variances on contract amount

Affirmative Action Division
ATTN: Velma Laws 713-837-9018
611 Walker, 20th Floor
Houston, Texas 77002

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

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

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

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

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

Date _____

Contractor Name _____

Signature _____

Title _____

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

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

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

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

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

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

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

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

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

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

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

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)

EXHIBIT "H"
FEEES AND COSTS

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
-------------	-------------	------	---------------

EXHIBIT "I"
PAY OR PLAY PROGRAM



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: _____ \$ _____
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including compliance for covered subcontractors' employees and contract labor, under the contract with the City.

Yes No Contractor agrees to offer health benefits to each covered employee, including compliance by the covered subcontractors that meet or exceed the following criteria:
 (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

Yes No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

Yes No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Following Information is Mandatory	Prime Contractor	Sub-Contractor
Total No. Of Employees on City Job		
No. Of Employees-"Playing"		
No. Of Employees -"Paying"		
No. Of Employees "Exempt"		

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

 CONTRACTOR (Signature)

 DATE

 NAME AND TITLE (Print or type)

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract.

If the Contract Price is greater than \$1.2 million and in the event that the City of Houston shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the sum of 10 percent of whatever amount may be recovered by the City in suit or legal proceeding, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This amount of 10 percent is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)**

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

This Ordinance and/or Contract have 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

Paralegal

EXHIBIT "K"
ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for _____

_____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Subparagraph 12.2.2 of the General Conditions, and correct Work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

This Ordinance and/or Contract have 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

Paralegal