



CITY OF HOUSTON INVITATION TO BID

Issued: 5/24/2013

BID OPENING

Sealed bids, in duplicate, and one (1) additional electronic CD copy of the bids 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, June 27, 2013** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**ELEVATORS, ESCALATORS, BOOKLIFTS, & MANLIFTS PREVENTIVE MAINTENANCE SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24485
NIGP CODE: 910-13**

BUYER

Questions regarding this solicitation document should be addressed to Conley Jackson at **832.393.8733**, or e-mail to conley.jackson@houstontx.gov.

ELECTRONIC BIDDING

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

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 901 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-# 1 at **9:30 a.m. on Thursday, June 6, 2013**.

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, and terms and conditions as stated herein.

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

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

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

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

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***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



**ELEVATORS, ESCALATORS, BOOKLIFTS, & MANLIFTS PREVENTIVE MAINTENANCE SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S33-L24485
NIGP CODE: 910-13**

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

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Elevators, Escalators, Booklifts, & Manlifts Preventive Maintenance Services for a three-year period with two (2) one-year option periods to extend for Various Departments,**" 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, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (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 **Elevators, Escalators, Booklifts, & Manlifts Preventive Maintenance Services** for the City in accordance with attached specifications.

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.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

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
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Conley Jackson (or) by fax: 832.393.8736 or by e-mail (preferred method) to **conley.jackson@houstontx.gov**. no later than **12:00 p.m. CST, Monday, June 10, 2013.**

SITE INSPECTION

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

QUALITY AND WORKMANSHIP

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

PROTEST

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted there-under. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A “CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A ” CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A ” CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 GENERAL:

1.1 The Contractor shall provide all supervision, labor, replacement parts, equipment, materials, tools, expendable items, supplies, transportation and training required for the scheduled preventative, maintenance and inspection services as well as un-scheduled repair services of the elevators, escalators, booklifts, manlifts and related equipment at various City of Houston locations either existing in the City of Houston elevator fleet permitted by the City's Building Inspection Mechanical Section-Elevator Group or added under the terms of this contract. All work performed shall be in compliance with the State of Texas elevator law, current or future ANSI A17.1 Elevator Code, current and future City Building Codes pertaining to elevator related equipment including new technology/alternate methods approved by the State of Texas or the City of Houston with OEM guidelines and recommendations.

2.0 SCOPE OF WORK:

- 2.1 Scope of Work requires the Contractor to perform complete preventive maintenance and repair of the elevators, escalators, booklifts, manlifts and related equipment at the locations listed in (Exhibit "BB"), including but not necessarily limited to the following:
- 2.1.1 All related mechanical, electrical and electronic systems associated with the equipment defined, including cables, motors, fans, alarms, buzzers, belts, indicator lights, hallway lanterns, gongs, emergency lights and batteries, computers and accessories, etc. The Contractor will re-lamp all elevator machine rooms and call buttons inside and out to equipment defined as necessary.
 - 2.1.2 Major Equipment Failure Replacement due to normal or catastrophic causes. All related costs including removal of failed equipment, the new item of equipment and installation thereof, with the exceptions of Force Majeure conditions which are specifically beyond the Contractor's control.
 - 2.1.3 Replacement, repair, etc., of all equipment and systems components, parts, and appurtenances as required to keep any existing equipment and systems maintained and in full operation.
 - 2.1.4 Any work required to eliminate problems to improve passenger convenience or reduce energy consumption. This work includes troubleshooting and adjustments but excludes engineering analysis.
 - 2.1.5 Normal and routine coordination of operations as expected with any work required and approved by the Director or designee, including special maintenance work, special projects, or work related to conditions beyond the Contractor's control, whether such work is accomplished by Contractor or some other Contractor. Such work shall include limited inspection of drawings and construction for compatibility with existing systems, coordination of operations during construction, test and adjustment of systems identified to meet requirements of the modifications, and final inspection for acceptance into and as part of the maintenance services Contract.
 - 2.1.6 Repair or replacement of miscellaneous equipment, components or parts resulting from vandalism.
 - 2.1.7 Any emergency work which may be required to resolve problems associated with any task described in these specifications. Contractor shall complete any repairs due to vandalism under additional works and materials section.
 - 2.1.8 Provide maintenance performance analysis as may be required to assure continuity of economical and efficient operation in accordance with the equipment's designed performance standards and code requirements.
 - 2.1.9 All Equipment shall be visually checked at each visit, routine or emergency and the results recorded.
 - 2.1.10 Follow procedures in the Original Equipment Manufacturer's manuals and update as required.
 - 2.1.11 Repair and replacement of all components, parts and appurtenances which have been worn or damaged due to normal wear and tear including but not limited to, escalator step treads, escalator comb teeth, dislodged handrails on escalators, elevator door gibs, dislodged elevator doors, damaged elevator safety edges, damaged elevator door sensors, door astrigals, missing hall lantern covers, damaged stop and push buttons, etc.
 - 2.1.12 Replacement, repair, and cleaning, of entire escalator and components including comb teeth, step treads, balustrades, and handrails. Comb segments shall be replaced if any teeth are broken.

- 2.1.13 Contractor will be responsible for inspecting and testing, on each maintenance visit, all existing elevator alarms and telephones provided for passengers in the event of an emergency. Contractor shall record these inspections and tests in a log and report the results in the monthly maintenance report.
- 2.1.14 Telephones installed in elevators requiring service will be reported to the City's Contract Representative immediately. Contract representative will notify the appropriate vendor for repair and provide further instructions to the Contractor.
- 2.1.15 The Contractor will not attempt to repair telephones.
- 2.1.16 Replacement of any pitted or burned contacts within any elevator system.
- 2.1.17 Cleaning and/or painting of all elevator equipment including the machine room floors and elevator car tops as needed.
- 2.1.18 Replacement and/or repair of elevator door motion sensors to keep them from false firing. Contractor shall complete any repairs due to vandalism under Additional Works and Materials section.
- 2.1.19 Replacement and/or repair of elevator components which cause more than one elevator to answer the same hall call.
- 2.1.20 Cleaning of all Escalator drip pans in their entirety once a year during its annual shutdown.
- 2.1.21 Fire service will be checked monthly as per city codes. Results shall be recorded in a log and reported in the monthly maintenance report.
- 2.1.22 Elevator emergency light power packs shall be inspected and tested once a month. Results shall be recorded in a log and reported in the monthly maintenance report.
- 2.1.23 The emergency battery back-up system in the Elevators shall be tested once per month through a simulated power outage. The results shall be recorded in a log and reported in the monthly maintenance report.
- 2.1.24 Emergency batteries in the Elevators shall be checked once a month for proper charging and water level. Contractor shall replace batteries if needed.
- 2.1.25 Contractor will add deodorant in all hydraulic elevators as necessary, to prevent smell of hydraulic oil. Deodorant used shall be supreme nutra-gamma oil red odorant or equivalent.
- 2.1.26 Contractor shall reinstall at his expense, any dislodged escalator handrail.
- 2.1.27 All covers or guards on all elevators, escalators and related equipment will be put back in place once work has been completed.
- 2.1.28 The Contractor shall maintain parts of all panel boards which have any device serving the Elevators and Escalators, insofar as those parts affect service to the system.
- 2.1.29 Contractor is responsible for all elevator wiring and electrical components attached to the 110 power line from the circuit breaker.
- 2.1.30 All motor and generator brushes shall be monitored and replaced when length is less than the manufacturer's recommended minimum for efficient operation or code requirements, whichever length is greater.
- 2.1.31 The Contractor shall be responsible for maintaining elevator suspension, compensation and governor system monitoring devices and these devices shall not be disabled at any time without the permission of the City of Houston.
- 2.2 The Contractor's performance shall be in accordance with the highest standards prevailing in the industry, as well as all present and future rules, regulations, and laws of any regulatory or legislative body having jurisdiction over City Elevators, Elevator-related equipment, Escalators, Manlifts and Booklifts.

- 2.3 Where it is evident that safety, reliability, or efficiency can be improved through capital investment in equipment, the Contractor shall call such matters to the attention of the Director and/or Designee, in writing, for his/her consideration and action. The Director or designee's decision in the matter shall be final.
- 2.4 The Contractor shall provide maintenance of all equipment directly related to the Elevators and Escalators, whether or not specifically included herein.
- 2.5 The Departments will be responsible for maintaining fire extinguishers in the machine rooms.
- 2.6 Maintenance shall mean the Contractor will be responsible for ensuring the systems are maintained in a first-class operating condition in accordance with these specifications and that the systems perform to the specified requirements for which it is designed.
- 2.7 The Contractor shall not modify any equipment or related component without the prior approval of the Director and/or Designee.

3.0 SERVICES IN GENERAL:

- 3.1 It is specifically understood and agreed that the Contractor's obligations to perform under this Contract and all of the City's obligations to pay money under this contract are limited by, and shall be subject to, Article 3, and for certain Charges, as may be required.
- 3.2 The Contractor shall coordinate all of its performance with the Director or designee or such other person. Director and/or designee may specify. The Contractor shall keep said person currently advised of any developments relating to the scope of this Contract, and the Contractor shall at all appropriate times advise and consult with the Director and/or designee.
- 3.3 The Contractor warrants that all Maintenance Services shall be performed in a good and workmanlike manner meeting the highest standards for services of like kind. The Contractor further warrants that all of its services shall be performed by trained and skilled persons having substantial experience in the maintenance of equipment such as the Units. Due to the Contractor's high visibility while performing its services, the Director or designee has the option of requesting the dismissal of a Contractor's employee from its facility for improper or unsatisfactory performance. Such request shall be verbal or written notice from the Director or designee to the Contractor with explanation for cause. The Contractor shall comply with the City's request.
- 3.4 The Contractor further warrants with respect to any spare parts furnished by it as follows:
 - 3.4.1 Parts shall be free of defects in title, material and workmanship;
 - 3.4.2 Parts meet or exceed the specifications and requirements of the manufacturer of the Unit in which the part is installed;
 - 3.4.3 Each replacement part is new, and;
 - 3.4.4 No such part or use thereof infringes any patent, copyright or proprietary right.
 - 3.4.5 The Contractor shall perform all Maintenance Services diligently and without unnecessary interruption or delays. Contractor shall provide all circuit boards and related devices required for the proper operation of elevator-related equipment.
- 3.5 Any Maintenance Services required to be performed during the Service Term of this Contract shall be pursued to completion, notwithstanding the expiration of the Business Hours and/or Service Term.
- 3.6 Contractor's employee (s) performing services in accordance with the terms and conditions of this Contact shall have their arrival and departure times recorded by a responsible City employee of authority, assigned to the site where such Contractors services are to be performed.

4.0 SECURITY:

- 4.1 The Contractor agrees it shall comply with City security provisions in whole and security provisions of the Department or facility in particular. Therefore, prior to the Contractor's performance under this Contract, the Contractor shall be required to perform a five (5) year security background check on each employee, subject to performing services under this Contract. Such security check shall be the Contractor's responsibility.
- 4.2 The Contractor shall provide the City, at Contract execution by the Contractor, a copy of its employee's security check report. The Director or designee has the option of dismissing an employee's security check report. The Director or designee has the option of dismissing a Contractor's employee from its facility as a result of the employee's security check report.
- 4.3 The Contractor may perform such employee background security check. Such check shall include a criminal history check, prior employment history check, inclusive of any dismissal with reason, and level of education and/or training.
- 4.4 The City of Houston may at its discretion conduct a criminal background check on all contract, subcontractor employees assigned to work at and City of Houston (COH) facilities.
- 4.5 All contractor employees and subcontractors must be a U.S. Citizen or have a legal work permit. Each person must also present a valid unexpired U.S. state driver's license or photo identification card to apply for a COH contractor badge. A U.S. issued resident alien card, with photo, passport, or other U.S. state or U.S. federal photo documentation is acceptable to present for verification of citizenship or work eligibility. It is the responsibility of the Contractor to immediately inform the COH of any personnel changes.
- 4.6 The Contractor shall contact the appropriate COH department security liaison during normal business hours (8:00 am to 5:00 pm, M-F) to coordinate completion of criminal background checks.
- 4.7 The Contractor shall agree to completion of the City's Disclosure and Consent for Release of Information and any other documentation necessary to complete criminal background checks.
- 4.8 If necessary, each employee of the Contractor and its subcontractors will be required to apply for, and receive, a COH identification card/access badge (at no cost to the Contractor) before being granted access to any work site. The COH photo identification office is located at 611 Walker Street in Houston, Texas on the 3rd floor of the annex (713-837-7593 phone 713-837-0735 fax). Identification cards / access badges will only be issued by the City once a background check has been completed for the Contractor or subcontractor employee, and clearance has been granted by the City.

PHOTO ID OFFICE HOURS:
Mon. & Wed. 8am to 12noon
Tues. & Thurs. 12 noon to 4pm
Fri. Closed

- 4.9 All Contractor employees without COH issued contractor badges will be stopped by COH employees and/or security personnel and will not be given access to any COH facility. All construction employees must show a valid identification card at the entrance gate and upon request while working on any COH site.
- 4.10 Contractor and subcontractor employees must present their card to enter and exit the site at the guard check point. Lost cards are disabled and replacement cost is \$50.00.

5.0 SECURITY AND BADGING (Houston Police Department Locations ONLY):

- 5.1 Contractor(s) shall adhere to the Houston Police Department's Criminal Justice Information Services (CJIS) security policy located on the following website:
- 5.2 <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm>

6.0 VEHICLES BELONGING TO CONTRACT EMPLOYEES AND THEIR SUBS:

- 6.1 Vehicles that are required in the performance of a contractor's job duties (welding truck, flat bed, etc.) will be allowed to operate freely on the plant site, but with the following conditions:

- 6.2 Contractor employee must have identification with the company's name and a phone number, along with the company's insignia, so that the operator's identity may be verified. The sign must be no smaller than 12 inches tall by 12 inches wide placed on the driver and passenger side doors;
- 6.3 Contractor employee agrees to adhere to all of the posted speed limits and parking restrictions, which include but are not limited to parking on the grass or on curbs, or leaving vehicles unattended in heavily trafficked areas.
- 7.0 CONTRACT EMPLOYEES AND THEIR SUBS:**
- 7.1 Contractors and/or Subs that will be working on any COH site for less than 60 days will not be issued a City of Houston Contractor badge. However, they must still pass a criminal check and wear a Photo ID issued by their company (A picture ID displaying their name, the company's name, logo, and the position they hold within the organization) along with having their state issued unexpired driver's license or ID.
- 7.2 Contractors and/or Subs that will be working on any PUD site for over 60 days will be issued a City of Houston Contractor badge with their picture after they pass a criminal check. They must also have in their possession their unexpired state issued driver's license or ID. In addition, they must have readily available a valid **Texas Driver's License**. (A valid **US** driver's license will be accepted only if the employee does not reside in Texas).
- 7.3 Badges shall be worn in a clearly visible area on the employee's person. Badges may **not** be kept in a wallet or pocket of any sort.
- 7.4 Construction/Contract Management is responsible for providing security a monthly updated list of all employees (contractors and subs).
- 7.5 All visitors, and vendors meeting with a contractor or sub on a Public Works & Engineering site shall submit a Disclosure and Consent (attachment A) for Release of Information for to the PUD Security Group at least 48 hours in advance.
- 8.0 ENFORCEMENT:**
- 8.1 No contract employee will be allowed to enter the facility without having a COH contractor badge or company issued badge along with a valid state issued I.D. or driver's license. Any contract employee found on the plant site without proper identification will be immediately escorted off the property. In addition, construction management will issue a non-compliance letter to the contractor responsible. Furthermore, the City will not allow contract employees conditional access pending the arrival of requested badges. **If an employee does not have proper identification, he/she will not be allowed to report to duty.**
- 8.2 All General Contractors/Sub Contractors and their employees will be held accountable for the return of ALL City issued badges of their employees and sub contractor employees.
- 9.0 MAINTENANCE PHILOSOPHY:**
- 9.1 Safety and reliability within the bounds of sound economics are very important in the preventive maintenance and repair of the Elevators, Escalators, Manlifts and Booklifts. This is particularly true in as much as the facilities are a vital City installation serving the public. Anything less than close, efficient operation can result in undue maintenance expense, interrupted operations with severe criticism from an inconvenienced public, possible damage to equipment, waste of costly energy and, most importantly, possible injury to operating personnel and the general public utilizing these facilities. Therefore, the Contractor shall establish and maintain detailed, planned, and efficient routine maintenance duties and procedures.
- 9.2 The maintenance procedures which are to be used and continuously developed by the Contractor shall be in strict accordance with information contained in the manufacturers' manuals. The procedures shall further cover overall operation of the Elevators, Escalators, Manlifts and Booklifts taking into account the interrelationships of the various equipment so that the proper sequences are followed in startup, shutdown or in making operating adjustments.
- 9.3 All written instructions and procedures shall be readily available to Contractor's personnel at all times for reference.

10.0 BASIC SERVICES: PREVENTIVE MAINTENANCE:

- 10.1 The basic services; i.e., preventive maintenance, (PM) shall be performed diligently and without unnecessary interruption or delays during periods scheduled for service. The basic services intervals will be determined by original equipment manufacturer requirements and Contractor's experience and knowledge of similar or like equipment/systems.
- 10.2 The PM program shall be instituted within thirty (30) days of contract award. The Contractor shall perform regularly scheduled PM on the Elevators, Escalators, Manlifts and Booklifts. PM will be in strict compliance with the original equipment manufacturers specifications and recommendations and other provisions as may be provided for in these specifications.
- 10.3 Contractor shall be continuously responsive to utility cost avoidance as it relates to equipment fouling and inefficiencies, and shall account for this factor in the PM requirements. The PM Program shall assure high system reliability and energy efficient operation.
- 10.4 The Contractor will be paid for the ACTUAL work performed which must be supported by documentation. The monthly invoice shall include documentation for every PM performed during that month. This cost shall be the cost shown on the Contract Fee Schedule.
- 10.5 Any additional work must have written pre-approval by the Director or designee in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.
- 10.6 The minimum preventative maintenance requirements shall include but are not limited to the following tasks **(see Scope of Work, sections 11.0, 12.0, 13.0, 14.0, 15.0 and 16.0)** for each unit subject to this contract.
- 10.7 All preventative maintenance (excluding scheduled annual shutdowns) for equipment defined in the Scope of Work sections 11.0-16.0 shall be performed during COH hours of operation or unless requested by the Director or designee.
- 10.7.1 Hours of Operation (excluding the Library)
- 10.7.1.1 The Contractor shall be responsible for performing regular scheduled preventive maintenance during the normal operating hours for equipment located at all locations (except for the Library). The hours of operation are Monday through Friday 8:00 a.m. until 5:00 p.m.
- 10.7.1.2 Library Hours of Operations
- 10.7.1.2.1 The Contractor shall be responsible for performing regular scheduled maintenance during the normal operating hours of the Library. The hours of operation are Monday through Friday 8:00 a.m. until 9:00 p.m.; Saturday 9:00 a.m. until 6:00 p.m. and Sunday 2:00 p.m. until 6:00 p.m.

11.0 ESCALATORS:

- 11.1 Inspect, lubricate, and clean the stop and start switches including the contacts, wiring, and springs.
- 11.2 Remove the floor plate at lower end; inspect, clean, and lubricate the step chains.
- 11.3 Inspect, clean, and lubricate the step wheels.
- 11.4 Run escalator in reverse direction to check operation.
- 11.5 Inspect, clean and lubricate the machine, sprockets, worms, gears, motor, brake magnet coils, brake linings, bearings, chains, main drive broken chain device, non-reversing switch, emergency brake switch, governor switch, handrail tension device, and other mechanical parts.
- 11.6 Inspect and clean the handrails and splices, checking the handrails for adequate tension.
- 11.7 Inspect, clean, and lubricate the contacts, connections, holders, brush rigging, commutations, and undercutting.
- 11.8 Check the temperature rise of machine bearings, brake coils, controller coils, and contact.

- 11.9 Inspect the main drive brake and pawl brakes.
- 11.10 Inspect the step risers, balustrades, skirt and curtain guards, paying particular attention to clearances, projections, shear and tripping hazards, balustrades lighting.
- 11.11 Inspect and clean the handrail brush.
- 11.12 Check comb plate lighting.
- 11.13 Check comb plates and floor plates for wear which might pose a tripping or slipping hazard.
- 11.14 Inspect, clean and lubricate all machine room equipment, including but not limited to; contacts, connectors, reverse phase relay. Also check operating voltage.
- 11.15 Inspect and clean the controller fuses, holders and connections.
- 11.16 Inspect the motor and armature and clean with a blower or vacuum.
- 11.17 Inspect all motor connections.
- 11.18 Check the armature and rotor clearances.
- 11.19 Inspect and clean the comb teeth, paying particular attention to broken or bent comb teeth, and clearances between teeth and step treads, loose screws, and lighting.
- 11.20 Inspect the machines for leaks.
- 11.21 Inspect, clean and lubricate the canvas tread step wheels.
- 11.22 Clean the controllers with a blower.
- 11.23 Check alignment of the controller switches.
- 11.24 Inspect, clean and lubricate the controller hinge pins.
- 11.25 Inspect, clean and lubricate all controller equipment, including but not limited to; resistor tubes and grids.
- 11.26 Check the oil in the overload relays.
- 11.27 Inspect the overloads.
- 11.28 Inspect and clean the step risers and curtain board.
- 11.29 Inspect and clean main line switch fuses.
- 11.30 Inspect and clean the motor commutators.
- 11.31 Check clearances of the handrail to molding.
- 11.32 Ride escalator and check the starting and stopping functions and check for unusual noise.
- 11.33 Clean machine room floor.
- 11.34 Clean spill pans.
- 11.35 Inspect and clean all pits and sumps to ensure debris, including cigarette butts and oil, are removed, this will be performed no less than quarterly and more often as required. If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.

12.0 TRACTION ELEVATORS:

- 12.1 Inspect and clean the car operation panel contacts and switches.
- 12.2 Inspect the gate closer.
- 12.3 Inspect and lubricate the door and gate operator's shaft bearings and chains.
- 12.4 Inspect and clean the brake plunger.
- 12.5 Check the oil level of the dash pot and brakes.
- 12.6 Inspect and clean the machines.
- 12.7 Check all machine fastenings, including the drive sheave.
- 12.8 Inspect and clean the generator armature clearances, brushes and connections.
- 12.9 Check the settings and operation of the controller's overloads.
- 12.10 Check all ropes, grooves, hitches, and cables.
- 12.11 Inspect changes.
- 12.12 Inspect compensating chain or ropes and hitches.
- 12.13 Inspect, clean and lubricate the tape, cable or chains.
- 12.14 Inspect the selector drive hitches and slack cable switch.
- 12.15 Inspect, clean and lubricate the hoist way sheave fastenings, grooves and grease-type bearings.
- 12.16 Inspect the hoist way limit switches (contacts, cam alignment).
- 12.17 Inspect the hoist way governor and tension weight sheave.
- 12.18 Inspect all buffers over travel.
- 12.19 Check oil level of buffers, car and pit.
- 12.20 Check adjustment of car shoes and/or roller guides.
- 12.21 Inspect and lubricate guide shoe stems.
- 12.22 Inspect the stiles.
- 12.23 Inspect, clean and lubricate the car fan or blower.
- 12.24 Drain, flush and refill the generator (sleeve bearings jobs only).
- 12.25 Inspect and clean the controller fuses, holders, and connections.
- 12.26 Inspect the controller dampening motor; oil each bearing as needed.
- 12.27 Inspect the controller dampening motor brushes.
- 12.28 Check the controller voltages.
- 12.29 Inspect the traveling cable.
- 12.30 Inspect and clean the guide rails.

- 12.31 Inspect the hoist way sheaves for cracks.
- 12.32 Check the operation of the main disconnect switch. If fused, check for heating.
- 12.33 Make slow speed, no load, and safety test in accordance with the standards set forth in current and future ANSI/ASME A17.1 Rule 1001.4.
- 12.34 Inspect, clean and lubricate the machine room.
- 12.35 Clean the car top, pit, and machine room.
- 12.36 Inspect the car leveling units, the alarm bell, the retiring cam and fastenings, the emergency stop switch, and the sensitive edge and photo cells.
- 12.37 Check the generator bearing oil level.
- 12.38 Inspect and clean the controllers' contacts.
- 12.39 Inspect, clean, lubricate and adjust, as necessary, the car and counterweight rail lubricators.
- 12.40 Inspect, clean and lubricate the machine worms and gears.
- 12.41 Inspect, clean and lubricate the sleeve bearings.
- 12.42 Check the oil governor cups.
- 12.43 Check the operation of the hoist way hall button operation.
- 12.44 Check all indicator lights, lanterns, lens, bells, and gongs.
- 12.45 Inspect, clean and lubricate the car door tracks, sheaves and chains.
- 12.46 Check door contact.
- 12.47 Inspect the emergency lighting system.
- 12.48 Inspect, clean and lubricate the hatch doors, the tracks, the sheaves, and the chains.
- 12.49 Inspect the motor brushes and connections.
- 12.50 Inspect the brake lining and adjustment, key ways and keys.
- 12.51 Inspect the resistance tubes and grids in the controllers.
- 12.52 Check the alignment of the controller switches.
- 12.53 Inspect, clean and lubricate the contactor armature shafts.
- 12.54 Inspect and lubricate the selector cable sheaves.
- 12.55 Inspect and lubricate the hoist way sheave bearings.
- 12.56 Inspect and clean all pits and sumps to ensure debris, including cigarette butts and oil are removed. This will be performed no less than quarterly and more often as required.
- 12.57 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.
- 12.58 Inspect suspension, compensation and governor systems.

13.0 HYDRAULIC ELEVATORS:

- 13.1 Inspect the belts for tension and wear.
- 13.2 Inspect the valves and pumps.
- 13.3 Inspect the car door contact.
- 13.4 Inspect the leveling switches.
- 13.5 Inspect the alarm system.
- 13.6 Inspect, clean and lubricate the retiring cam device, chains, and fastenings.
- 13.7 Inspect the emergency switch.
- 13.8 Inspect the car shoes.
- 13.9 Inspect the selector drives.
- 13.10 Inspect, clean and lubricate the tape or cable.
- 13.11 Check the main line fuses for heating.
- 13.12 Inspect the controllers.
- 13.13 Clean the controllers with a blower.
- 13.14 Check the alignment of the controller switches.
- 13.15 Inspect, clean and lubricate the controller hinge pins.
- 13.16 Inspect the door gibs.
- 13.17 Inspect the door up-thrust.
- 13.18 Inspect and lubricate the guide shoe stems.
- 13.19 Inspect, clean and lubricate and adjust the contacts and switches in the car operator panel.
- 13.20 Inspect the hitches and broken cable switch in the selector drives.
- 13.21 Inspect, clean and lubricate the door chains, tracks, and sheaves.
- 13.22 Inspect the door contacts.
- 13.23 Inspect the emergency car lighting system.
- 13.24 Inspect, clean and lubricate the machine room equipment; clean the machine room floor and the spill pans.
- 13.25 Ride each car checking for unusual noises and deficiencies in operation.
- 13.26 Inspect and clean the car top and pit equipment.
- 13.27 Check the oil in the tanks.
- 13.28 Contractor to provide and maintain an "Oil Loss" log in each hydraulic elevator room.
- 13.29 Inspect the jack plunger.
- 13.30 Inspect and clean the car photo cell.

- 13.31 Inspect the car safety edge and retraction.
- 13.32 Test the alarm button.
- 13.33 Check the emergency switch.
- 13.34 Inspect, clean and lubricate the door tracks.
- 13.35 Inspect, clean and lubricate the motor bearings.
- 13.36 Inspect and clean the controller fuses and holders.
- 13.37 Inspect the door speeds, door relating cable tension, and the car steadying plates.
- 13.38 Check the stiles for cracks.
- 13.39 Inspect and lubricate the car fan or blower.
- 13.40 Inspect, lubricate, and clean the hall button contacts, the guide rails, the limit switches, the traveling cable and the junction box cable.
- 13.41 Inspect and clean all pits and sumps to ensure debris, including cigarette butts and oil are removed. This will be performed no less than quarterly and more often as required.
- 13.42 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.

14.0 DUMBWAITERS:

- 14.1 Inspect and lubricate the chains.
- 14.2 Inspect the Rope.
- 14.3 Check the limit switches
- 14.4 Check the hoist way door switches.
- 14.5 Check the gate switches.
- 14.6 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.

15.0 MANLIFTS:

- 15.1 Inspect the steps and steps fastenings.
- 15.2 Inspect the rails, rail supports and rail fastenings.
- 15.3 Inspect the rollers and slides.
- 15.4 Check the belt and belt tension.
- 15.5 Inspect the handholds and fastenings.
- 15.6 Inspect the floor landings.
- 15.7 Inspect the guardrails.
- 15.8 Inspect all parts requiring lubrication and lubricate as needed.
- 15.9 Inspect the limit switches.

- 15.10 Inspect the warning signs and lights.
- 15.11 Inspect the drive pulley, the bottom pulley and clearance.
- 15.12 Inspect the pulley supports.
- 15.13 Inspect the motor.
- 15.14 Inspect the driving mechanism.
- 15.15 Check the brake.
- 15.16 Check the electrical switches.
- 15.17 Check the vibration or misalignment.
- 15.18 Inspect gears for wear.
- 15.19 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.

16.0 BOOKLIFTS: LIBRARY DEPARTMENT

- 16.1 Inspect and lubricate basket chain
- 16.2 Inspect and lubricate the basket carriage track.
- 16.3 Inspect and lubricate the drive machine.
- 16.4 Inspect and lubricate the lower chain tension devise.
- 16.5 Inspect the finger, dispatch devise.
- 16.6 Inspect the controller on each floor.
- 16.7 Check drive motor and gear box.
- 16.8 Adjust micro-switch devices at each floor.
- 16.9 Inspect and adjust hall-operating devices at each floor.
- 16.10 Check all indicator lights.
- 16.11 Inspect door tracks.
- 16.12 Inspect and clean all pits.
- 16.13 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 38.0, Additional Work/Repair Services.

17.0 ANNUAL SHUTDOWNS:

- 17.1 The City of Houston may schedule an annual shutdown on each elevator and escalator, one at a time, for preventative maintenance, repair or replacement of equipment which cannot be serviced while system is in operation. Contractor shall provide all parts, labor, and planning necessary to ensure efficient completion of the annual shutdown process.
- 17.2 Contractor shall prepare and present to the Director or designee prior to shutdown an Activity Plan identifying the time schedule of the shutdown process. This time schedule shall include (1) a job plan with a related critical path network; and (2) shutdown, work, and startup schedules.

- 17.3 At least four (4) weeks or as requested, prior to shutdown, Contractor shall deliver to Director or designee, the shutdown, work, startup schedules. Following this activity, Contractor shall schedule a mock shutdown with the shutdown team to include Job Control, for working out any last minute problems and ensure smooth execution of the entire shutdown program. Work assignments shall be made at this meeting. Any preliminary work which can be done prior to shutdown shall be accomplished in order to expedite the shutdown work.
- 17.4 Contractor shall prepare a formal "Annual Shutdown Report" and present it to the Director or designee within 30 days after the shutdown work has been completed. This report shall summarize preplanning, execution, startup, debriefing activities, resulting recommendations, and follow-up assignments.
- 17.5 Contractor, by the end of the second full year of the Contract, shall present to the Director or designee of each department, for first review, a complete operation and maintenance shutdown procedures manual. This manual will serve as a road map for planning, systems shutdown, and direction in execution of work, time scheduling, startup, debriefing and preparation of "Annual Shutdown Reports". Based upon comments provided by the Departments, Contractor shall revise the manual and submit a final draft within 30 days from the date of written comments by the Various Departments.

18.0 PERFORMANCE AND TECHNICAL SPECIFICATIONS:

- 18.1 Contractor shall be responsible to maintain all elevators and escalators within the performance and technical specifications listed below. Replacement and/or repair necessary to meet these specifications shall be performed at the minimum, during a unit's annual shutdown, or during regular preventative maintenance work, or upon request by the Department.

19.0 TRACTION ELEVATORS:

- 19.1 Illumination of elevator cars shall be five (5) foot candles on passenger elevators and two and a half (2 1/2) foot candles on freight elevators.
- 19.2 Light bulbs and tubes shall be externally guarded or coated to contain broken glass if the bulb or tube breaks.
- 19.3 Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
- 19.4 Top of car operating device shall not operate at a speed exceeding 150 ft/min.
- 19.5 Elevator car doors and hoist ways with 1/8" of play in doors opposite of direction of travel will be adjusted and/or door gibbs will be replaced.
- 19.6 Elevator machine and generator commutators with mica showing or bars exceeding 1/32" will be turned and undercut.
- 19.7 Elevator door closing pressure will not exceed 30 LBF.
- 19.8 Elevator floor levels will maintain plus or minus 3/8" of each landing.
- 19.9 Hoist way door rollers that are cut or torn more than 1/8" will be replaced.
- 19.10 Roller guides that cut or torn more 1/8" will be replaced.
- 19.11 Hoist ropes 3/8" in diameter reduced to 11/32" shall be replaced.
- 19.12 Hoist ropes 7/16" in diameter reduced to 13/32" shall be replaced.
- 19.13 Hoist ropes 1/2" in diameter reduced to 15/32" shall be replaced. Specifications shall be performed at the minimum, during a unit's annual shutdown, or during regular preventative maintenance work, or upon request by the Department.
- 19.14 Hoist ropes 9/16" in diameter reduced to 17/32" shall be replaced.
- 19.15 Hoist ropes 5/8" in diameter reduced to 37/64" shall be replaced.

- 19.16 Hoist way and car junction boxes will be securely fastened with covers in place.
- 19.17 Belts that are cut or torn more than 1/8" will be replaced.
- 19.18 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 37.0, Additional Work/Repair Services.

20.0 HYDRAULIC ELEVATORS:

- 20.1 Illumination of elevator cars shall be five (5) foot candles on passenger elevators and two and a half (2 1/2) foot candles on freight elevators.
- 20.2 Light bulbs and tubes shall be externally guarded or coated to contain broken glass if the bulb or tube breaks.
- 20.3 Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
- 20.4 Top of car operating device speed shall not exceed 150 ft/minute.
- 20.5 Elevator car doors and hoist ways with 1/8" of play in doors opposite of direction of travel will be adjusted and/or door gibbs will be replaced.
- 20.6 Elevator door closing pressure will not exceed 30 LBF.
- 20.7 Elevator floor levels will maintain plus or minus 3/8" of each landing.
- 20.8 Hoist way door rollers that are cut or torn more than 1/8" will be replaced.
- 20.9 Roller guides that cut or torn more 1/8" will be replaced.
- 20.10 Any elevator hydraulic line that is leaking oil will be repaired or replaced.
- 20.11 Pistons with visible oil running down jack will be replaced.
- 20.12 Anti-creep shall maintain elevator within 1" of floor level irrespective of the position of the hoist way door.
- 20.13 Side guides with more than 1/8" play in any direction will be replaced.
- 20.14 The relief valve shall be preset to open at a pressure not greater than 125% of working pressure.
- 20.15 Flexible hydraulic connections shall have a bursting strength sufficient to withstand not less than ten (10) times the working pressure of the elevator.
- 20.16 Hoist way and car junction boxes will be securely fastened with covers in place.
- 20.17 V-Belts that are cut or torn more than 1/8" will be replaced.
- 20.18 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 37.0, Additional Work/Repair Services.

21.0 ESCALATORS:

- 21.1 Vertical cleats shall mesh with slots on the adjacent step tread wherever the steps are exposed.
- 21.2 Clearance on each side of the steps between the step tread and the adjacent skirt panel shall not be more than 3/16" (4.8mm).
- 21.3 The tread surface of each step shall be slotted in the direction parallel to the travel of the steps.
- 21.4 Each slot shall not be more than 1/4" (6.3mm) wide and not less than 3/8" (9.5mm) deep and the distance from the center to center of adjoining slots shall not be more than 3/8" (9.5mm).
- 21.5 Driving machine brakes shall stop down escalators at a rate no greater than 3 ft/sec.2 (0.91 m/s2).

- 21.6 All safety switches will stop unit from operation when tripped.
- 21.7 Step demarcation lights will be green and working continuously. Contractor will supply replacement parts, fixtures, bulbs, etc.
- 21.8 Handrails with tears that are 1/2" in length or more will be replaced.
- 21.9 Escalator step risers with more than 1/32" oil build-up will be cleaned.
- 21.10 Comb teeth segments will be replaced if any teeth are broken.
- 21.11 Comb teeth shall be meshed and set into slots in the tread surfaces so that the points of the teeth are always below the upper surface of the treads.
- 21.12 If repairs are needed, the repair and replacement of the defective parts and materials shall be performed in accordance with Scope of Work, section 37.0, Additional Work/Repair Services.

22.0 QUALITY:

- 22.1 Repair shall be performed and completed in an expeditious manner and the quality of the repair shall be made in accordance with the highest industry standards to reduce downtime of the equipment. Replacement and/or repair necessary to meet these specifications shall be performed at the minimum, during regular preventative maintenance work, or upon request by the Department.
- 22.2 The Contractor shall be deemed to receive actual notice of an Inexcusable Failure:
- 22.3 Whenever the Director or designee give verbal and/or written notice thereof to the Contractor at its then – current address for notices.
- 22.4 Whenever the Director or designee gives verbal notice thereof that any maintenance employee of the Contractor present at the City's site, experiencing the Inexcusable Failure, or at the Director or designee's or designee's office; or
- 22.5 Whenever the Director or designee gives verbal notice to the field service dispatcher who answers a telephone call placed to the then – current telephone number of the Contractor's Maintenance Center.
- 22.6 The Director or designee shall provide the Contractor a list of City personnel authorized to notify the Contractor of an Inexcusable Failure.
- 22.7 The Contractor shall be obligated to perform Remedial Maintenance outside of Business Hours only if the Director or designee gives verbal or a written notice to the Contractor which; specifically requests that such maintenance be performed, and identifies the hours during which such maintenance shall be performed.
- 22.8 If the Contractor is notified of an Inexcusable Failure which erroneous, that is, if no Unit is actually affected by an Inexcusable Failure, the Contractor shall so notify the Director or designee in writing within the time period otherwise required for the performance of Remedial Maintenance.

23.0 REGULATORY INSPECTIONS, TESTS, AND OPERATING PERMITS:

- 23.1 The Contractor shall keep a log of all inspections and tests and report the results in the Monthly Maintenance Report for the Various Director or designees. The Contractor shall also include in this report the schedule of inspections and tests scheduled for the next two months on a rotating basis. The Director or designee shall have the right to conduct inspections of the equipment, records, and logs without prior notice to the Contractor. An outside Contractor may be utilized for this service. A written report of the results of the inspection and recommendations will be forwarded to the Contractor.
- 23.2 All deficiencies identified through an inspection or test shall require the Contractor to take action immediately. Contractor shall correct the deficiency and respond in writing stipulating the corrective action(s) taken within 10 days unless otherwise authorized by the Director or designee.

23.3 All deficiencies from a test or inspection that are not identified specifically as the Contractor's responsibility will be corrected, as appropriate, at the expense of the City. All other discrepancies will be corrected at the expense of the Contractor. The Director or designee will be the final authority on the identification of responsibility for a deficiency.

23.4 Corrective action required under the responsibility of the City shall be completed within the same time period stated above following the issue of a Change Order or other authorized document from the Director or designee. All annual and five-year tests that are required by the City of Houston Building Codes shall be performed by the Contractor and witnessed by an approved third-party inspection agency at no additional cost to the City of Houston.

24.0 EMERGENCY SERVICE (APPLIES TO ALL EQUIPMENT):

24.1 The Contractor shall respond within one (1) hour to a request from the Director or designee for emergency service to perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with a unit. The Contractor shall respond to take unit or units out of operation, placing warning signs and "out-of-order" signs on the premises, place barricades on the premises, and rescue persons who may be trapped in a unit, etc. Priority shall be given to requests for emergency service. Contractor shall also provide emergency service after hours as may be required within the parameters of these specifications.

25.0 TOOLS, INSTRUMENTS, AND EQUIPMENT:

25.1 All tools, equipment, and instruments required for the proper maintenance of the systems specified herein shall be provided by the Contractor at his expense and shall all be removed by the Contractor at the termination of this Contract. Contractor shall be responsible for supplying all special tools or devices required for adjusting and maintaining the elevator-related equipment per the required codes and OEM specifications and guidelines.

26.0 CONTRACTOR'S COMMUNICATION REQUIREMENTS:

26.1 The Contractor shall provide at its expense all communication equipment necessary to perform the work called for in this contract.

27.0 CONTROL AND INSTRUMENTATION EQUIPMENT REPLACEMENT:

27.1 All control and instrumentation devices that are replaced shall be new and of original Manufacturer or of equal or better quality and operating characteristics than the original. Contractor shall not mix control and instrumentation devices from different manufacturers within a specific control system without the prior approval by the Director or designee.

28.0 REPLACEMENT PARTS:

28.1 Replacement parts shall be new, from the original manufacturer and include the same warranty as the original part(s). Where these parts are not available, the Contractor may provide rebuilt parts of original manufacturer or use new parts of another manufacturer. In either case, parts shall be equal in quality and operation, or better than original parts and free from all defects. Miniature enclosed relays that require replacement shall always be replaced by new ones. Rebuilt miniature enclosed relays shall not be used. Rebuilt parts must be inspected and approved by department designee prior to installation. The Contractor shall be required to pay all shipping and travel expenses at no additional cost to the city.

28.2 The Contractor shall be responsible for the disposal of all worn/defective parts. Disposal will be made at an off-site location of the Contractor's choice in accordance with all Federal, State, County and City regulations. Worn or defective parts shall not be stored on City premises. The Contractor shall notify the Director or designee when these parts are to be removed from City property.

29.0 DIVISIONS OF RESPONSIBILITY:

29.1 Normally all routine maintenance decisions shall be made by the Contractor within guidelines specified. Long range changes in maintenance philosophy, schedules, and the existing preventive maintenance program shall be mutually agreed to by the Director or designee and the Contractor.

29.2 The Director or designee reserves the right to make final decisions related to systems maintenance. If the Director or designee chooses to override the Contractor's decisions, the Director or designee shall inform the Contractor in writing and assume full responsibility for the consequences of that decision.

30.0 PERSONNEL REQUIREMENTS:

30.1 Staffing

30.2 The Contractor shall provide the necessary number of personnel required to maintain and/or repair the Elevators, Escalators, Booklifts and Manlifts.

31.0 PERSONNEL QUALIFICATIONS AND APPROVAL:

31.1 All Contractor personnel shall have a minimum of 3 years experience in preventive/repair maintenance of Elevators, Escalators Booklifts and Manlifts. Lead technician must possess a journey-worker certificate and have minimum 5 years experience.

32.0 SAFETY:

32.1 Contractor shall not require any person employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, or contrary to any provision of the Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as amended.

32.2 The Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable for services performed under this Contract, including but not limited to the following:

32.2.1 Contractor personnel shall wear applicable personal protection equipment at all times.

32.2.2 Contractor personnel operating equipment and /or handling materials shall be fully trained in the safe operation of the equipment or materials.

32.2.3 Contractor personnel shall follow and apply safety practices prevailing in their applicable industry.

32.2.4 The Contractor shall develop, implement and maintain an on-going safety program concerned with equipment, maintenance work, and related procedures. Safety warnings shall be posted on equipment as necessary to ensure safe operations. Equipment shall never be installed, tested or operated in an unsafe condition.

32.2.5 Contractor shall be responsible for the proper operation and maintenance of all safety and fire protection equipment associated with the System. All personnel shall be thoroughly familiar with the identification and operation of available firefighting equipment.

32.2.6 Contractor(s) shall be responsible for safety, in addition to maintenance work, shall include general safety and system observation from an "as installed" viewpoint. Any unsafe condition shall be immediately brought to the Director or designee's attention.

33.0 RECORDS AND REPORTS:

33.1 The Contractor shall develop and maintain daily log sheets and monthly reports for maintenance of the Elevator and Escalator Systems. Logs shall provide a record of all pertinent operating data and maintenance performed, including but not limited to date, time service performed, status or results, person who performed service or inspection. All events or conditions not readily discernible from the recorded data shall be described in a "Remarks" section. Monthly reports shall include a summary of daily log information, status of systems and equipment, parts utilization by unit, cycle analysis, an overall summary of maintenance work performed, the results of inspections and tests conducted, general status of systems and equipment, list of equipment breakdowns, repair time, schedule of upcoming inspections and tests, and schedule of major equipment shutdowns required for maintenance. All reports shall be computer generated.

33.2 The Contractor will be responsible for providing maintenance history reports. The reports developed will provide essentially the following information and will be submitted to the Director or designee. Basic information required for each unit or piece of equipment identified in the Elevator and Escalator Systems is as follows:

33.2.1 Serial Number

33.2.2 Type (Elevator and Escalator Systems Equipment).

- 33.2.3 Date Maintenance Performed on Unit.
- 33.2.4 Time Contractor is notified of a Maintenance Problem. (not required for scheduled preventive maintenance)
- 33.2.5 Time Maintenance or Repairs are started.
- 33.2.6 Time Maintenance or Repairs are completed.
- 33.2.7 Man-hours Expended.
- 33.2.8 Parts Replaced (must be described, Micro-Switch, etc.)
- 33.2.9 Cause of Failure (brief description)
- 33.2.10 Year-to-Date Scheduled Preventive Maintenance Hours Expended.
- 33.2.11 Year-to-Date Unscheduled Maintenance Hours Expended.
- 33.2.12 Description of Service.
- 33.2.13 These records and reports, when properly analyzed, shall provide information regarding deteriorating equipment conditions, thus forestalling unscheduled shutdowns and inefficient performance.
- 33.2.14 The Contractor's recordkeeping system shall be subject to approval by the Director or designee, and all records required hereunder may be inspected by the Director or designee at any time during normal business hours.
- 33.2.15 At Contract termination, all automated (including software data) and manual records produced and maintained on file shall become the property of the Director or designee of each department. Contractor shall submit all maintenance records to the Director or designee of each department on a CD or other approved media. The Contractor may retain all original employee and accounting files, but shall furnish a copy of all such files for the Director or designee.

34.0 OPERATION AND MAINTENANCE MANUALS:

- 34.1 Contractor shall update City O & M manuals, drawings, and wiring control diagrams throughout the Contract term to reflect manufacturer's updates and changes or additions to the system.
- 34.2 Contractor is responsible to obtain any other information/data required to perform required maintenance.
- 34.3 Based on Contractors experience, he may recommend in writing, changes in the O & M manuals to the Director or designee. These suggestions will be taken under advisement by the Various Departments involved. As required, the suggestions will be reviewed by the Director or designee with the Contractor. Resulting changes to the Manuals shall be the responsibility of the Contractor.
- 34.4 The Contractor shall update the system documents including drawings and manuals.

35.0 CONTRACTOR WARRANTIES:

- 35.1 The Contractor warrants that all work performed under this Contract shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the United States for services of like kind. The Contractor further warrants that all work shall be performed by certified/trained and skilled persons having substantial experience with O & M of equipment specified herein. (See Scope of Work, section 31.0).
- 35.2 The Contractor warrants that all parts and goods furnished and installed are free of defects in title, material, and workmanship; conform to drawings and specifications; meet or exceed requirements of the equipment manufacturer; and their use does not infringe any patent, copyright or proprietary right. Contractor shall enforce all warranties on behalf of the City.
- 35.3 Contractor shall promptly repair or replace any part or equipment which, within one year after being placed in service shall fail in the normal use and service. When the manufacturer's warranty period for any part or equipment is greater than one (1) year, the longer period shall prevail.

- 35.4 Contractor's services in regard to equipment wholly or partially under warranty shall be fully the responsibility of the Contractor as if no warranty existed. All products repaired or reworked by Contractor pursuant to this warranty, as well as all products furnished as replacements hereunder, shall bear the same warranty as is applicable to the original products delivered to the City.
- 36.0 INCREASE OR DECREASE OF WORK:**
- 36.1 The City has the right to increase or decrease the number and/or frequency of basic and additional work; the unit costs from the Bid Worksheets shall be used to determine the increase or decrease in cost. If unit costs are not provided, costs will be as mutually agreed upon between City and Contractor.
- 37.0 UTILITY SERVICES:**
- 37.1 The City will furnish all electrical power required for maintenance and repair of the Elevators and Escalators. The Contractor shall be responsible for the efficient and safe use of all electricity. The existing service and distribution facilities for electricity will be provided.
- 37.2 All telephone lines will be provided by the City but cost for use thereof will be at Contractor's expense.
- 38.0 ADDITIONAL WORK/REPAIR SERVICES:**
- 38.1 Within the general scope of this Contract, Additional Work/Repair Services may be required to repair or replace equipment and/or systems associated with the elevators, escalators, booklifts, manlifts and related equipment, not otherwise described in this specification, to meet desired conditions and/or repairs not covered in the Basic Services of the Contract and bring the equipment to acceptable code and working conditions.
- 38.2 IF ANY ADDITIONAL WORK/REPAIR SERVICES IS REQUIRED AND THE CONTRACTOR CANNOT COMPLETE IT DURING THE FIRST SITE VISIT OR THE WORK IS OUTSIDE THE SCOPE OF THE PREVENTIVE MAINTENANCE, THE CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THIS SECTION 37.0 (ADDITIONAL WORK/REPAIR SERVICES).
- 39.0 CONTRACTOR RESPONSE TIME:**
- 39.1 Emergency – Within one (1) hour from the receipt a call for malfunctions which impact the public, safety issues or render the system incapable of performing at an acceptable level.
- 39.2 Routine Service Repair Call – Within 2 hours from the receipt of the call for malfunctions which do not impact the public or render the system incapable of performing at an acceptable level.
- 39.3 Contractor personnel shall work continuously without regard for usual business hours, until the critical malfunctions are corrected. After completion of the service work, the contractor shall submit, for confirmation by the City representative at the location, the statement of the hours worked and parts and materials used. All charges and rates shall be as specified in bid documents.
- 39.4 Whenever hourly work is performed on behalf of the City, the Contractor (and subcontractors of the contractor) shall fully document the start of the work, the time spent on the job, and the time of completion of each job. The documentation shall be punch card/time-clock shop record or any other manually agreed method.
- 39.5 The Director or designee shall be notified immediately of all critical equipment malfunctions, action to be taken and the estimated time frame repairs will require. The Director or designee shall again be notified when repairs are completed and the system returned to operational status.
- 39.6 Additional Work/Repair Services will be approved in writing by the Director or designee by means of a written proposal and good faith estimate of the cost submitted by the Contractor. The proposal shall describe the work to be performed, including parts and materials, any subcontractor(s) service and schedule of time for the work/services.
- 39.7 The Additional Work/Services shall be performed in accordance with all requirements of the original Contract specifications, including the unit prices of the Contract Fee Schedule where applicable plus any special provisions issued by the Director or designee to execute the work.

- 39.8 Cost of parts and material and any subcontractor services shall be reimbursed at Contractor's cost plus a standard mark-up in accordance with the Contract Fee Schedule.
- 39.9 If the Contract Fee Schedule does not cover the work, the Contractor shall be paid on a cost reimbursable basis, based on the actual time, materials, parts, and subcontractor(s) labor required to complete the work.
- 39.10 If during the execution of the Additional Work/Services the Contractor determines that the good faith estimate will be exceeded, the Contractor must immediately stop work and discuss with and receive written approval for additional costs from the Director or designee. When Additional Work/Services have been accomplished, a copy of the Director or designee's approved proposal(s) and cost estimate(s) shall accompany the applicable invoice.

40.0 EQUIPMENT CONDITION AT EXPIRATION:

- 40.1 The Contractor shall turn over all equipment and systems in first-class operating and maintained condition. Any item not operating in accordance with its required function shall be repaired or replaced. Preventive maintenance work shall have been performed as required per the PM schedule.
- 40.2 Six (6) Months prior to expiration of the contract, the Contractor shall inspect and test all equipment in accordance with accepted Inspection and Test Procedures and repair or replace any equipment or components in accordance with findings in the inspection and test.
- 40.3 Sixty (60) days prior to expiration of the contract, Contractor shall perform a complete inspection of all controls and instrumentation. Any conditions outside of the first-class condition shall be corrected.
- 40.4 Thirty (30) days prior to expiration of the contract, Contractor shall replace all lubricating oils and lubricate and adjust all Elevators and Escalators.
- 40.5 Thirty (30) days prior to expiration of the Contract, Contractor shall provide the Director or designee a complete final report on the condition of all equipment, including inspection and test reports, and certified statements signed by an agent of the Contractor testifying to the first class condition of all equipment and systems.
- 40.6 The Department shall have the right of inspection during or after any of this work, and shall notify Contractor, within seven (7) calendar days of receipt of Contractor's certified statement, of any noted discrepancies. Contractor shall then proceed to correct any discrepancies within or after the end of the Contract period as required to complete the work. Contractor shall notify the Director or designee in writing upon completion of all work.
- 40.7 Should Contractor fail to perform or complete any required work prior to expiration of this Contract, the Director or designee may have such work performed at Contractor's cost.

41.0 UPGRADE AND/OR MODIFICATIONS:

- 41.1 The City may, at its option, direct the Contractor to perform Upgrade/Modifications to equipment which is maintained under this contract. The Contractor shall coordinate the performance of the services hereunder with the Director or designee. The Contractor's performance hereunder shall be in accordance with the highest standards prevailing in the industry.
- 41.2 The Contractor shall provide all supervision, labor, goods, material, parts, services, transportation and other items necessary for the following upgrade/modifications. Contractor shall update drawings, wiring control diagrams or manuals as appropriate.
- 41.3 **All upgrades / modifications shall be performed in accordance with the Additional Works and Materials section.**

42.0 INSTALL ELEVATOR DOOR SENSORS:

- 42.1 Remove existing safety edges and upgrade all passenger elevators in to include infra-red detection beam door sensors which automatically open elevator doors when an object or a passenger is entering or exiting the elevator. Reference Adams Elevator Equipment Company Gatekeeper System or equivalent.

43.0 AMERICAN DISABILITIES ACT COMPLIANCE UPGRADE:

- 43.1 Upgrade all applicable units and/or systems at locations listed herein to comply with the American Disabilities Act.

44.0 SCHEDULE:

44.1 All upgrades/modifications shall be completed within 60 days following authorization by the Director or designee to proceed. Within 5 days of authorization, the Contractor shall submit a work schedule to the Job Control Section for approval. Extensions may be granted by the Director or designee for reasonable cause.

45.0 DISPOSAL OF REPLACED PARTS:

45.1 Contractor is responsible for the disposal of replaced parts and surplus of used materials generated by the Upgrade/Modification projects. Disposal shall be made at an off-site location of the Contractor's choice in accordance with all Federal, State, County and City regulations.

45.2 The Contractor shall notify the Director or designee when these parts and material are to be moved from City property.

46.0 INCREMENTAL PAYMENTS:

46.1 Upgrade/modifications described in Scope of Work, section 41.0 shall be invoiced by project as each is completed and accepted by the Department.

47.0 MISCELLANEOUS OTHER REQUIREMENTS:

47.1 Other Contracts

47.2 The City reserves the right to let other contracts in connection with the Elevators and Escalators, as may be deemed necessary. The Contractor will be informed of contracts that may interfere with his work. The Contractor, in carrying out the performance of his contract, shall avoid all unreasonable interferences with the work under these contracts, and shall where required, make adjustments or changes in operations to facilitate or permit the other contractors to accomplish their work.

48.0 TRANSPORTATION AND PARKING:

48.1 Contractor shall furnish necessary transportation required in the performance of this contract.

49.0 INSPECTION NOTIFICATION:

49.1 The Director or designee shall have the right to conduct inspections of the premises, equipment, inventory, records, logs, and work performance without prior notice to the Contractor. A written report of the results of the inspection and recommendations will be forwarded to the Contractor. The Contractor shall respond in writing within ten (10) days stipulating the corrective action or actions taken to remedy any deficiency noted during inspections. Rejections shall be corrected by the Contractor.

50.0 PHASE-IN/PHASE-OUT SERVICES:

50.1 The Contractor recognizes that the services provided by this Contract are vital to the City's overall effort; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of this Contract a successor may continue these services; and that the successor will need phase-in training; and that the Contractor must give his best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

51.0 CONTRACTOR'S FINANCIAL OBLIGATION:

51.1 The Contractor shall make timely payments to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract.

52.0 DISPUTES:

52.1 In all cases of misunderstanding and disputes, verbal arrangement will not be considered binding and Contractor shall produce written documentation in support of his contentions. The decision of the Director or designee shall be final.

53.0 SUBCONTRACTORS:

53.1 The Contractor may use only subcontractors approved by the Director or designee in connection with the performance of work under this Contract, and the Contractor shall be completely responsible to the City for such subcontractors and their acts and omissions to the same extent as if there were no subcontractors.

54.0 PATENTS AND TRADE SECRETS:

54.1 The Contractor shall provide any license or permit required for the use of any patented invention, article, process, software, means, method or instrumentality or in any manner connected with the work.

54.2 It is hereby expressly agreed that alleged ownership by the Contractor of trade secrets with respect to his maintenance of the Elevator and Escalator Systems shall not be recognized by the City of Houston in the performance of this Contract. The Director or designee shall at all times have the right to demand and shall be furnished information concerning alleged ownership of trade secrets with respect to the Contractor's work.

55.0 PERSONNEL DEEMED EMPLOYEES OF CONTRACTOR:

55.1 All personnel shall be employees of the Contractor and Contractor shall pay all salaries, social security taxes, other federal and state taxes, unemployment insurance, and worker's compensation/industrial accident insurance and any and all other costs associated with such personnel and taxes relating to such employees.

56.0 MOOD ALTERING CHEMICALS:

56.1 Consumption of mood altering chemicals by Contractor's employees during the performance of this Contract is prohibited and use of such chemicals will be sufficient cause for the Director or designee to notify the Contractor to take appropriate action. Mood altering chemicals include alcohol, barbiturates, narcotics, tranquilizers, amphetamines, hallucinogens, and marijuana. The only exception to this policy shall be when taking a prescribed dosage of a chemical substance while under the care of a physician.

57.0 MAINTENANCE AUDIT:

57.1 The Director or designee may have a maintenance audit conducted by a qualified third party. The results will be provided to the Contractor. Any discrepancies identified and covered under the terms of this Contract will be corrected by the Contractor within five (5) working days of receipt of a written notice from the City to do so. The Contractor will provide the Director or designee a written explanation for each discrepancy and corrective action taken within ten (10) days. Further, the Contractor shall provide the Director or designee an inspection and maintenance plan to prevent future occurrences as identified in above audit. Results of this audit may be used by the Director or designee to terminate this Contract.

58.0 DAMAGE TO CITY PROPERTY:

58.1 The Contractor shall be responsible for the repair and cost thereof, of all damages to City property caused by carelessness or neglect on the part of the Contractor, his agents or employees.

59.0 CONTRACT ADMINISTRATION:

59.1 Overall contract administration for this multi-department contract will be provided by the Contracts Administration Section, of each participating department. The Job Control Section of each location is responsible for day-to-day field compliance and will be the primary contact(s) for the Contractor.

60.0 PUBLIC RELATIONS:

60.1 Contractor agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the various locations except when requested to do so by the Director or designee(s) of participating departments.

61.0 HAZARDOUS CHEMICAL RECORDS:

61.1 Contractor shall provide a Material Safety Data Sheet (MSDS) for each and every hazardous chemical used in performance of the work or stored on City property as required by applicable laws.

62.0 PERSONNEL UNIFORMS:

62.1 All personnel assigned to this project will be required to wear a complete uniform: shirt, pants, belt and safety shoes. When seasonal clothing is required, it shall be part of the uniform. Uniforms must be all alike and have the Contractor name clearly displayed on the front of the shirt and seasonal outerwear. Color and type must meet with the Director or designee's approval.

63.0 SPECIFICATIONS AND DRAWINGS:

63.1 Any drawings, documents, or plans referred to in the specifications shall be regarded as part thereof and of the Contract. References mentioned in these specifications and not shown shall be done as though shown. The Director or designee will furnish, as available, such detail drawings, plans and information as he may consider necessary for the Contractor's performance.

63.2 The Contractor will not be allowed to take advantage of any error or omission in these specifications. Suitable instructions will be given when such error or omission is discovered.

64.0 INVOICING:

64.1 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. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. **All invoices shall be mailed to the address listed on the Service Release Order.** The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:

64.1.1 City Contract number, City Ordinance number, City Release number, and Contractor's Job Number.

64.1.2 Contractor's name and address and where the contractor's service was performed.

64.1.3 City equipment Serial Number and City Work Order Number.

64.1.4 City Facility Number and address where equipment had been prior to service.

64.1.5 Detailed description of services rendered.

64.1.6 Description of Parts or Components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.

64.1.7 Contractor shall supply a copy of the original invoice from the manufacturer as proof of cost.

64.1.8 Subcontractor's trip tickets and time sheets [showing personnel, hours worked, break(s) and lunch time] where applicable, and cost.

64.1.9 Progress and Status Report(s) of completed and open work orders shall be submitted.

64.1.10 All unit prices for Labor and Parts and subcontractor services shall be easily identified against the quoted contract or approved proposal pricing.

64.1.11 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered.

64.1.12 All delivery tickets must have a description of the commodity delivered.

64.1.13 Delivery tickets and packing slips will contain the same information as the invoice.

64.1.14 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

65.0 MODIFICATIONS, NEW EQUIPMENT, AND EXPANSIONS:

- 65.1 Contractor understands that new equipment or system components may be installed to meet the changing needs of the City. The system and new equipment or components installed as an integral part of existing systems without increasing overall systems requirements and which meet existing capacities, becomes the property of the City upon installation and acceptance. Therefore, this Contractor shall be responsible for all maintenance services to equipment or system components which become an integral part of existing systems.
- 65.2 The Contractor shall not make any modifications to existing equipment or components without the authorization of the Director or designee.

66.0 ADDITIONS & DELETIONS:

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

67.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 67.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of elevator, escalator, manlifts and booklifts repair services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

68.0 WARRANTY OF SERVICES:

- 68.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.
- 68.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 68.3 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.
- 68.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

69.0 COMPUTER MAINTENANCE MANAGEMENT SYSTEM (CMMS) COMPLIANCE:

- 68.1 The City of Houston General Service Department (GSD) utilizes a CMMS to monitor and track all work progress to better manage finances and to create reporting documents for senior leadership. The City captures this important information through the use of work orders. Additional user licenses are optional, but cost for these shall be purchased by the contractor. The City will utilize a third party contractor to manage system administration functions related to the day to day operations of property management. The third party contractor has been involved in the development of the City's current CMMS system structure and has complete knowledge of its operational parameters.

- 68.2 GSD may choose at any time to implement a program requiring the selected contractor to utilize the Sprocket Work Order System to execute all work performed for the City of Houston General Services Department.
- 68.3 All work will be transmitted from GSD to the Contractor through the CMMS system and the Contractor will monitor, execute and field close work orders with all pertinent information including initial response date (not applicable to PM work orders), field complete date, total job cost billed to the City (includes labor and materials used to complete specific work order that is above and beyond scope included in fixed contract with City), invoice number and a brief description of the work performed.
- 68.4 GSD may provide additional requirements for report formatting at anytime.
- 68.5 The Contractor will bill all work for payment using standard billing practices described in Section 63.
- 68.6 GSD internal expenditure control policy is as follows:
 - 68.6.1 Work orders with a cost estimate less than \$3,000.00, and approved by a GSD Representative can be executed against Service Release Order (SRO number) upon approval.
 - 68.6.2 Jobs exceeding \$3,000.00 shall require a written estimate and the issuing of a Purchase Order (PO) number before the work order can be executed by the Contractor.
 - 68.6.3 Emergency Purchase Orders (EPO) can be executed upon verbal approval by a GSD Representative regardless of cost.
- 68.7 Work orders shall not serve as invoicing documents for the Contractor. Payments will only be made as described in Section 13.
- 68.8 Work orders are to be field closed electronically upon completion to maximize accuracy and to enable GSD managers to provide real-time reporting to upper management.
- 68.9 GSD will provide Contractor with the following:
 - 68.9.1 One (1) Sprocket user license.
 - 68.9.2 Initial Sprocket configuration setup.
 - 68.9.3 Three (3) hours of basic Sprocket training by GSD employees at no cost to the Contractor.

70.0 LIQUIDATED DAMAGES:

- 70.1 Understanding
 - 70.1.1 Contractor and City agree that the elevator, escalator, booklifts and manlifts preventive maintenance services required by this Contract should be performed in an effective and efficient manner to ensure that services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Contract and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-performance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-performance is difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.
 - 70.1.2 However, under no circumstances shall liquidated damages assessed against Contractor exceed \$10,000.00 in any given Contract year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.
- 70.2 Concept
 - 70.2.1 Failure to comply with the requirements of this Contract and more specifically the Section B may result in two types of conditions: correctable and non-correctable.

70.2.2 Correctable conditions of non-compliance are those in which the condition can be corrected and the City has suffered no direct monetary loss. In these cases, the Contractor will receive oral or written notice of the details of non-compliance. The Contractor will have an opportunity to correct the unsatisfactory condition within the amount of time as specified by the Department Director or his or her designee. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages will be applied at the Department Director's and/or designee's discretion.

70.2.3 Non-correctable conditions are those in which the condition cannot be corrected, and the City has suffered direct monetary loss (e.g., revenue is lost or business operations are interrupted). In those instances, Contractor will be notified either orally or in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages will be applied at the Department Director's and/or designee's discretion.

70.3 Correctable Conditions Include But Are Not Limited To:

70.3.1 Failure to provide cost estimate within three (3) working days, Liquidated Damages - Twenty-five (25) dollars for each additional working day.

70.3.2 Failure to complete work within the agreed upon time. Liquidated Damages - Fifty (50) dollars for each additional working day.

70.4 Non-Correctable Conditions (NCC) includes but is not limited to:

70.4.1 Failure to provide sufficient personnel within four (4) hours for an emergency. Liquidated Damages shall be applied as follows:

70.4.2 Twenty-five (25) dollars per hour for the first hour and fifty (50) dollars per hour for each subsequent hour.

70.4.3 Failure to provide adequate documentation, such as supplier's cost estimates. Liquidated Damages shall be applied as follows:

70.4.4 Fifty percent (50%) of amount of undocumented or disputed item.

70.4.5 Repeat Conditions - After the third repeat condition in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of potential cancellation of the liquidated damage assessment for correction of the condition.

70.5 Repeat Conditions

70.5.1 The City reserves the right to inspect facilities, procedures, personnel performance, or compliance with any requirement of this Contract an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein, such liquidated damage assessments to accrue for each twenty-four (24) hour period the condition continues to exist. Additionally, excessive repeat violations will justify liquidated damage assessments, even though the condition may have been corrected as required, for example, excessive delays in responding to work requests. The applicable liquidated damages will be applied at the Department Director's discretion. The liquidated damage assessment for non-compliance shall be as contained herein.

71.0 PAYMENTS TYPES:

71.1 The contract shall accept all forms of City of Houston payment types, which include but not limited to:

71.1.1 Service Release Order (SRO)

71.1.2 Purchases Orders

71.1.3 Emergency Purchase Orders

71.1.4 Credit Cards

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **ELEVATORS, ESCALATORS, BOOKLIFTS, & MANLIFTS PREVENTIVE MAINTENANCE SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a Texas Home-Rule City doing business in Texas.

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

City

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

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- * A. DEFINITIONS
- * B. SCOPE OF SERVICES
- * BB. UNIT LIST
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- * F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- * I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

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

5.0 DEFINITIONS

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

6.0 SIGNATURES

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

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

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

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

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

2.0 RELEASE

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

3.0 INDEMNIFICATION

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

4.0 INDEMNIFICATION PROCEDURES

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 a description of the indemnification event in reasonable detail, and
 - 4.1.2 the basis on which indemnification may be due, and
 - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or Agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy
Aggregate Limits are per 12-month policy period unless otherwise indicated

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

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

5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

6.0 WARRANTIES

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

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

6.2.1 that all items are free of defects in title, material, and workmanship,

6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

6.2.3 that each replacement item is new in accordance with original equipment manufacturers specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

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

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 M/WBE COMPLIANCE

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least 0% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.
- 9.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. M/WBE subcontracts must contain the terms set out in Exhibit "D."

10.0 DRUG ABUSE DETECTION AND DETERRENCE

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

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

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

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 **PAYMENT TERMS**

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

2.0 **TAXES**

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

3.0 **METHOD OF PAYMENT**

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days upon 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 starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

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

3.0 RENEWALS

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

4.0 TIME EXTENSIONS

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

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

6.0 TERMINATION FOR CAUSE BY CITY

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

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 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

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

11.0 AMBIGUITIES

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

12.0 SURVIVAL

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

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

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

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

16.0 REMEDIES CUMULATIVE

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

17.0 CONTRACTOR DEBT

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

**EXHIBIT A
[DEFINITIONS]**

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

**EXHIBIT B
SCOPE OF SERVICES**

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

**EXHIBIT BB
LOCATION LIST**

ID#	LOCATION	MANUFACTURER	TYPE	SERIAL No. OR MODEL No.
GENERAL SERVICES DEPARTMENT PART I				
1.	1205 Dart, Bldg "A"	Montgomery	Hydraulic Passenger	CP54995
2.	1205 Dart, Bldg "B"	Montgomery	Hydraulic Freight	CP54996
3.	1400 Lubbock – Municipal Courts	Dover	Hydraulic Passenger	E-44642
4.	1400 Lubbock – Municipal Courts	Dover	Hydraulic Passenger	E-44643
5.	1400 Lubbock – Municipal Courts	Dover	Hydraulic Passenger	E-44644
6.	61 Riesner – Central Police	Dover	Traction Passenger	BG0095
7.	61 Riesner – Central Police	Dover	Traction Passenger	BG0096
8.	61 Riesner – Central Police	Dover	Traction Passenger	BG0097
9.	62 Riesner-Central Police Garage	Montgomery	Traction Passenger	CT35991
10.	62 Reisner, Central Police PCB	Otis	Traction Passenger	2458258P
11.	33 Artesian – Gerson Bldg.	Houston	Hydraulic Passenger	M34CR5OR
12.	1700 Aldine Westfield – Police Academy	Houston	Hydraulic Passenger	M26JG295
13.	1103 Goliad – Volker Bldg.	Otis	Traction Freight	149100
14.	1103 Goliad – Volker Bldg.	Otis	Traction Freight	G9623
15.	61 Riesner – Central Police	Dumbwaiter	Traction Freight	81227
16.	9455 W. Montgomery Rd – North Police Sta	Schindler	Hydraulic Passenger	206-9357
17.	9455 W. Montgomery Rd – North Police Sta	Schindler	Hydraulic Passenger	206-9520
18.	9455 W. Montgomery Rd – North Police Sta	Schindler	Hydraulic Passenger	206-9564
19.	5320 N. Shepherd - HEC	Schindler	Hydraulic Passenger	T2163-48
20.	5320 N. Shepherd - HEC	Schindler	Hydraulic Passenger	T2163-47
21.	901 Bagby – City Hall	Swift	Traction Passenger	22540-1
22.	901 Bagby – City Hall	Swift	Traction Passenger	22540-1A
23.	901 Bagby – City Hall	Swift	Traction Passenger	61778-3
24.	901 Bagby – City Hall	Otis	Traction Passenger	225453
25.	900 Bagby – City Hall Annex	Schindler	Micronic Passenger	S085123-1
26.	900 Bagby – City Hall Annex	Schindler	Micronic Passenger	S085123-2
27.	900 Bagby – City Hall Annex	Schindler	Micronic Passenger	S085123-3
28.	900 Bagby – City Hall Annex	Schindler	Micronic Passenger	S085123-4
29.	900 Bagby – City Hall Annex	Westinghouse	Escalator	71255-1
30.	900 Bagby – City Hall Annex	Westinghouse	Escalator	71255-2
31.	500 McKinney – JHJ Library	Montgomery	Traction Passenger	CT32213
32.	500 McKinney – JHJ Library	Montgomery	Traction Passenger	CT32214
33.	500 McKinney – JHJ Library	Montgomery	Traction Passenger	CT32215

ID#	LOCATION	MANUFACTURER	TYPE	SERIAL No. OR MODEL No.
34.	500 McKinney – JHJ Library - Handicapped	Montgomery	Hydraulic Passenger	CT32216
35.	500 McKinney – JHJ Library	Lampson	Booklift	
36.	500 McKinney – JHJ Library	Lampson	Booklift	
37.	400 McKinney - Julia Ideson Building	Westinghouse	Traction Passenger	
38.	400 McKinney - Julia Ideson Building	Westinghouse	Traction Passenger	G017091-02
39.	3102 Center - LRC	Esco	Hydraulic Passenger	FC4591
40.	6719 West Montgomery – Acres Homes HPD	U.S. Elevator	No. 201	Series H-25 System
41.	1809 N. Main – La Nueva Health	Schindler	Hydraulic Passenger	97846-01
42.	1809 N. Main – La Nueva Health	Schindler	Hydraulic Passenger	97846-02
43.	1809 N. Main – La Nueva Health	Schindler	Hydraulic Freight	97846-03
44.	6402 Market – Denver Harbor MSC.	Montgomery Kone MX	Hydro 97 Passenger	Series HL
45.	1906 Cochran – Cochran Bldg.	Thyssen Krupp		TAC20
46.	2250 Holcombe – Lab Bldg. B	Schindler	Hydraulic	EOB 187N
47.	7277 Regency Square – HPD Midwest District 18	Thyssen Krupp	Hydraulic Passenger	EAF 756
48.	8030 Braniff – HFD Training Academy	Thyssen Krupp	Hydraulic Passenger	
GENERAL SERVICES DEPARTMENT PART II				
1.	8000 N. Stadium Drive – Health Admin	Dover	Hydraulic Passenger	S-24141/E-77739
2.	8000 N. Stadium Drive – Health Admin	Dover	Traction Passenger	12917/C38246
3.	8000 N. Stadium Drive – Health Admin	Dover	Traction Passenger	12915/C38247
4.	8000 N. Stadium Drive – Health Admin	Dover	Traction Passenger	12915/C38248
5.	8000 N. Stadium Drive 8000 N. Stadium Drive – Health Admin	Otis	Hydraulic Passenger	LVM-2510T
6.	3203 S. Dairy Ashford Rd – West Police Sta.	Houston	Hydraulic Passenger	HE1699-1P
7.	3203 S. Dairy Ashford Rd – West Police Sta.	Houston	Hydraulic Passenger	HE1699-3P
8.	3203 S. Dairy Ashford Rd – West Police Sta.	Houston	Hydraulic Passenger	HE1699-4P
9.	3203 S. Dairy Ashford Rd – West Police Sta.	Houston	Hydraulic Passenger	HE1699-5P
10.	3203 S. Dairy Ashford Rd – West Police Sta.	Houston	Hydraulic Passenger	HE1699-6P
11.	8300 MyKawa Rd – SE Police Cmnd	Schindler	Hydraulic Passenger	EZ-182;8131-01EZ-18
12.	8300 MyKawa Rd – SE Police Command.	Schindler	Hydraulic Passenger	EZ-182;8131-02EZ-18
13.	8300 MyKawa Rd – SE Police Cmd.	Schindler	Hydraulic Passenger	EZ-182;8131-03EZ-18

ID#	LOCATION	MANUFACTURER	TYPE	SERIAL No. OR MODEL No.
14.	8300 MyKawa Rd – SE Police Cmnd.	Schindler	Hydraulic Passenger	EZ-182;8131-04EZ-18
15.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Passenger	CP9092/318323
16.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Pass	CP9083/318329
17.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Passenger	CP9093/318330
18.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Passenger	CP9094/318331
19.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Passenger	CP9095/318346
20.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	Inaccessible/318317
21.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	CP9181/318318
22.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	CP9177/318319
23.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	CP9178/318320
24.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	CP9179/318321
25.	1200 Travis – Police Admin	Otis	Gearless (Lo-Rise) Passenger	CP9180/318322
26.	1200 Travis – Police Admin	Otis	Gearless (Hi-Rise) Freight	CP9402/318720
27.	1200 Travis – Police Admin	Otis	Gearless Passenger	CP9300/700363
28.	1200 Travis – Police Admin	Otis	Gearless Passenger	CP9301/700364
29.	1200 Travis – Police Admin	Otis	Gearless Passenger	CP9302/700322
30.	1200 Travis – Police Admin	Otis	Gearless Passenger	CP9303/700288
31.	5300 Caroline – Clayton Branch	Dover	Hydraulic Passenger	FC5120
32.	5300 Caroline – Clayton Branch	Dover	Hydraulic Passenger	E95239
33.	4100 Montrose – Montrose Branch	Esco	Hydraulic Passenger	FX8788262X
34.	2510 Willowick – Looscan Branch	Schindler	Hydraulic Passenger	K04H12681-M
35.	1115 S. Braeswood – Central Health Lab	Dover	Traction Passenger	C20920
36.	1115 S. Braeswood – Central Health Lab	Dover	Traction Passenger	C20920
37.	7037 Capitol – Magnolia MSC	GAL	Hydraulic Passenger	No. 1727
PUBLIC WORKS & ENGINEERING				
1.	4200 Leeland	Baxco	Hydraulic Passenger	1706
2.	4200 Leeland	Motion	Hydraulic Passenger	200002476812
3.	100A Japhet	US Elevator	Hydraulic	TC2000

ID#	LOCATION	MANUFACTURER	TYPE	SERIAL No. OR MODEL No.
4.	12319 ½ Alameda Road	Alimak	3 Manlift 2719	111388
5.	12319 ½ Alameda Road	Alimak	3 Manlift 2719	unknown
6.	2525 S. Sgt Mario Garcia	Esco	Hydraulic Freight	FC835966
7.	2525 S. Sgt Mario Garcia	Esco	Hydraulic Freight	FC835967
8.	2525 S. Sgt Mario Garcia	Houston Elevator	Traction Passenger	112622
9.	2525 S. Sgt Mario Garcia	Houston Elevator	Traction Freight	112557
10.	2525 S. Sgt Mario Garcia	Montgomery	Hydraulic Passenger	CP3172
11.	2525 S. Sgt Mario Garcia	Otis	Traction Freight	C263482
12.	2606 Parker Road	Alimak	3 Manlift 2633	unknown
13.	4211 Beechnut	US Elevator	Hydraulic Passenger	unknown
14.	4545 Groveway	Houston Elevator	Hydraulic Passenger	unknown
15.	5423 Magnum	US Elevator	Hydraulic Passenger	13182072
16.	7410 Galveston Road	Alimak	3 Manlift 2643	unknown
17.	9500 Lawndale	Montgomery Traction	Passenger	C62628
18.	3502 Texas	Alimak	3 Manlift/?	unknown
19.	12815 Galveston Road	Alimak	3 Manlift/?	unknown
20.	9030 Clinton Drive	Alimak	3 Manlift/?	unknown
21.	9610 Kingspoint	Alimak	3 Manlift/?	unknown
22.	3100 Scott	Dover	Passenger	unknown
23.	12355 Alameda Rd	Kone	Hydraulic-Freight	6012994/20251873
24.	7440 Cullen Blvd	Schindler	Freight	E1152
25.	319 St. Emanuel	Esco	Hydraulic	886 – SN# FK889803X
26.	105 Sabine	Montgomery	Hydraulic Passenger	CP41804
27.	2300 Federal Road	Dover	Hydraulic Passenger	E76749
28.	7004 Ardmore	US Elevator	Hydraulic Passenger	2000 / 34200
29.	4501 Leeland	Schindler	Micronic Process Hydraulic	97942-01/38963020084
30.	3100 Genoa Red-Bluff – SEWPP	Thyssen Krupp	TM1 - Hydraulic Freight	TAC20
31.	3100 Genoa Red-Bluff – SEWPP	Otis	TM2 - Hydraulic Freight	SN#2954509 Mdl#211
SOLID WASTE				
1.	5617 Neches	Houston Elevator	Hydraulic Passenger	M34CR38656NEHP01
2.	1506 Central	Montgomery	Hydraulic Passenger	CP-HH-9277615CEHP01
PARKS & RECREATION				
1.	2020 Herman		Hydraulic Passenger	D3STC-187
2.	2020 Herman		Hydraulic Passenger	C3305/3000

ID#	LOCATION	MANUFACTURER	TYPE	SERIAL No. OR MODEL No.
3.	6600 Harbor Town Dr - Sharpstown Rec. Center		Wheel Chair Lift	5587/CDE72
4.	12025 Sowden Rd. - Sowden Maintenance Facility			GVL-SW-144
5.	6200 Wheeler Bldg. No. 3 - Recreation and Wellness Bldg.			WEC0917

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
[M/WBE SUBCONTRACT TERMS]

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

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

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

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

I, _____
(Name - Print/Type) **(Title)**

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

Date

Contractor Name

Signature

Title

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

I, _____
(Name - Print/Type)

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

Date

Contractor Name

Signature

Title

EXHIBIT G
[DRUG POLICY COMPLIANCE DECLARATION]

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

**EXHIBIT H
[FEES AND COSTS]**

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

**EXHIBIT I
[PAY OR PLAY]**

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