



# CITY OF HOUSTON INVITATION TO BID

Issued: June 27, 2014

## **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, July 24, 2014** 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:

**REPAIR & MAINTENANCE OF AIR COMPRESSORS  
FOR VARIOUS DEPARTMENTS  
BID INVITATION NO.: S55-L24682  
NIGP CODE: 936-08**

## **BUYER**

Questions regarding this solicitation document should be addressed to Joseph Badell at **832.393.0209**, or e-mail to [joseph.badell@houstontx.gov](mailto:joseph.badell@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 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-# 2 at **10:00 a .m. on July 8th, 2014.**

**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.

### **\*CONTENTS:**

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

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

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

## SECTION A



**REPAIR & MAINTENANCE OF AIR COMPRESSORS  
FOR VARIOUS DEPARTMENTS  
BID INVITATION NO.: S55-L24682  
NIGP CODE: 936-08**

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 Repair and Maintenance of Air Compressors for a three-year period with two (2) one-year option periods to extend for various Department,"** which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

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

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

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

The City reserves the right to cancel this ITB, 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 repair and maintenance of air compressors for various City departments 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:

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

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

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$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: Joseph Badell (or) by fax: 832.393.8759 or by e-mail (preferred method) to **joseph.badell@houstontx.gov** no later than **1:00 p.m., July 16, 2014.**

## **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](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. 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**

**B.00 General Requirements and Scope of Services:**

- B.00.01 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, engineering and facilities necessary to provide precise repair services for air compressors from various facilities of the City of Houston. The City will monitor the repair of their air compressors on a daily basis.
- B.00.02 The meaning of some specific terms as used in this contract is given in Exhibit A, Definitions.
- B.00.03 The air compressors covered by this contract are grouped to accordingly to the air compressor's type and size of the units. See Exhibit A, Definitions, for the list.
- B.00.04 This contract covers the general requirements for the disconnecting, transporting, repairing and/or replacing and testing of various air compressor types located at City of Houston facilities.
- B.00.04.1 This includes, but is not limited to, valves, pumps, switches, cylinders, filters, pistons, seals, bearings, motors, integral diesel engines, air dryers, gearboxes, couplings, packing or discharge check, and eleCTR or designeeical/mechanical work.
- B.00.04.2 This specification defines minimum acceptable requirements for the repair of the units and documentation of those repairs as specified in Exhibit B7 (Invoice Checklist).
- B.00.04.2.1 The intent of this contract is for the Contractor to disconnect, remove, and/or install, transport, repair and/or replace air compressors at the City of Houston's or Contractor's facilities.
- B.00.04.2.2 After uncoupling the unit, Contractor shall ensure that all openings to pipes, inlet and discharge dampeners/silencers, and filters are blocked to prevent entry by rodents and birds.
- B.00.04.3 At a minimum the Contractor shall replace all bearings and seals and the lube reservoir of the repaired air compressor / diesel engine shall be flushed clean and filled with the OEM specified lubricants after reassembly.
- B.00.04.4 The Contractor shall provide the Contract Technical Representative (CTR OR DESIGNEE) a list of the Name(s) and Location(s) of ALL shop(s) and subcontractors that will be used for the specified repair work prior to the commencement of any work.
- B.00.04.5 (1) After parts have been repaired, the Contractor shall balance all individual parts and components, then reassemble, test, seal and paint, as required.  
(2) All assembled rotating parts shall be dynamically balanced.  
(3) All damaged and replaced parts that are deemed non-repairable shall be delivered to a designated location specified by the Department Representative.
- B.00.04.6 The Contractor shall obtain written approval for each shop and subcontractor before start of the contract. If the Contractor plans to use any Sub-contractor not on the list, the Contractor shall obtain written approval from the CTR OR DESIGNEE before subcontracting the work.

- B.00.05 At a City location, all machinery and equipment which are undergoing maintenance and repair shall be locked-out/tagged-out (LOTO) to protect against accidental or inadvertent operation when such operation could cause injury to personnel or damage to equipment. LOTO shall be carried out only by authorized personnel, which may include qualified eleCTR or designeeicians, mechanics, and operators determined by CTR OR DESIGNEE and Contractor prior to the start of any work.
- B.00.06 The air compressor equipment at various City of Houston Department facilities are purchased and installed according to the required compliance with the applicable sections of the following standards and codes:
- American National Standard Institute (ANSI)
  - Anti-Friction Bearing Manufacturing Association (AFBMA)
  - Compressed Air and Gas Institute (CAGI)
  - Institute of EleCTR or designeeical and EleCTR or designeeionic Engineers (IEEE)
  - National EleCTR or designeeical Code (NEC)
  - National EleCTR or designeeical Manufacturers Association (NEMA)
  - American Society of Mechanical Engineers (ASME)
- B.00.07 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
- Steel Structures Painting Council (SSPC)
  - Anti-Friction Bearing Manufacturing Association (AFBMA)
  - American Society for Non-Destructive Testing
  - American Society for Testing and Materials (ASTM)
- B.00.08 Unless otherwise specified, fabrications, processes, parameters, and test methods for any eleCTR or designeeical parts and/or equipment shall conform to the latest revision of the following eleCTR or designeeical apparatus service association (EASA) documents:
- EASA AR100-2010 – Recommended practice for repair of rotating apparatus (hereafter abbreviated as EASA AR100-2010);
  - EASA Technical Note No. 16 — GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING, September 1999 (hereafter abbreviated as EASA Tech Note No. 16);
  - EASA Technical Note No. 17 — STATOR CORE TESTING, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and EASA Bearing Fit Tolerance Chart updated 1997.
- B.00.09 ALL COMPRESSORS repair and services shall be performed in a manner to comply with the applicable sections of standards and codes listed in (B.00.06 to B.00.08).
- B.00.10 All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (see EASA AR100-2010 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.

- B.00.11 The Contractor shall furnish, when requested by the CTR OR DESIGNEE, copies of current environmental permits and demonstrate compliance with current environmental regulations.
- B.00.12 The subcontractors to the Contractor are subject to all standards as the Primary Contractor.
- B.0012.1 The Contractor shall follow all standard safety practices and demonstrate compliance at all times while performing duties under this contract.
- B.00.13 CONTRACT "FEES AND COSTS" EXHIBIT "H" (FEE SCHEDULE): BID A PERCENTAGE DISCOUNT OR MARKUP OF MANUFACTURER'S PRICE LIST. THIS LIST IS FOR PRICING ONLY. CONTRACTOR MAY PROVIDE NEW OEM PARTS OR NEW NON-OEM PARTS FOR DISCOUNT BID.
- B.00.13.1 **FREIGHT**: FREIGHT FOR SPECIAL ORDER REPAIR PARTS AND/OR REPAIR PARTS ORDERED FROM ANOTHER STATE OR COUNTRY IS THE RESPONSIBILITY OF THE CITY. THE VENDOR MUST PROVIDE INVOICE(S) DETAILING FREIGHT COSTS WITH NO MARKUP. FREIGHT FOR ALL OTHER REPAIR PARTS IS THE RESPONSIBILITY OF THE CONTRACT VENDOR.
- B.00.13.2 All quantities of air compressors at all City of Houston facilities are subject to change according to the advertised Fee Schedule (Exhibit H). The "Use" and "Non-use" values and/or quantities shall be provided per Department on an as needed basis.  
*\*Please refer to (B.14 - Estimated Quantities not Guaranteed).*
- B.00.14 The price of parts and material and cost of a replacement unit supplied for this contract shall be the total original invoiced cost to the contractor plus contractor's quoted percentage (%) markup or percent (%) discount for the item. The Contractor shall submit all ORIGINALS of the supporting documentations with the FINAL invoice.
- B.00.15 ALL prices for parts and any markup or discount shall be based upon OEM Manufacturer's latest Price List for distributorships. This is applicable to the parts section of the Bid Forms and subsequently will be incorporated into Exhibit "H" entitled "Fee Schedule" of the Contract.
- B.00.15.1 The Contractor may be asked to provide pricing for both OEM and Non-OEM Repair parts. At CTR OR DESIGNEE'S discretion, CTR OR DESIGNEE may require contractor to provide pricing to repair or/replace parts with non-OEM parts. Contractor will submit cost estimate within seven (7) working days of the completion of the Disassembly and Inspection (D & I), if not a written explanation shall be provided.
- B.00.15.2 All rates for any service, parts, and/or material, and work performed by Contractor and/or Subcontractor(s) shall be clearly defined within

the Exhibit H (Fee Schedule). And, all services rendered, parts and material shall be documented and original documents will be submitted in final invoice package.

- B.00.16 Pricing for a replacement unit supplied under this contract will be based on the Latest Manufacturer's or Distributor's Price List, if and when applicable.
- B.00.17 All discounts/markups shall be based on work performed by contractor and/or sub-contractor that was approved and accompanied with actual original invoiced documents. The contractor shall submit original supporting documentation with invoices, as attachments, with the final invoice for payment by City for the work performed by the Contractor.
- B.00.18 At Contractor's repair facility, the Contractor shall disassemble and inspect the unit (D&I), provide recommendations and prepare a scope of work to repair and/or replace parts with new OEM parts or new Non-OEM parts. The cost of inspection, recommendations and preparation of work scope shall be a part of the base cost of any Preventative Maintenance (PM) or Replacement job per Exhibit H (Fees and Costs). In addition, all testing and painting of compressors shall be included in base cost associated with the repair or replacement or Preventative Maintenance (PM) and/or replacement of each unit.
- B.00.19 If the Contractor plans to use any part other than an OEM part, the Contractor shall obtain written confirmation from the CTR OR DESIGNEE. Based on independent testing as set out below that the non-OEM part(s) is are equal or of better material and craftsmanship and performance standards, and will not require modification to other parts. The Contractor shall submit specifications and documentation on the proposed substitution.
- B.00.19.1 Upon request by the City, at the expense of the contractor, testing may be required by an independent third party chosen by the CTR OR DESIGNEE. The onus shall be upon the contractor to prove that non-OEM parts meet the required specifications in fit, form and function as OEM parts.
- B.00.19.2 Testing data provided to the City's CTR OR DESIGNEE must show if parts exceed or are equivalent to OEM requirements.
- B.00.19.3 All Repair or replacement parts shall equal or exceed specifications for OEM repair or replacement parts.
- B.00.19.4 REJECTION: In the event the City rejects any item, due to the failure of a repaired or replaced compressor, then Contractor shall have seven (7) business days to repair and install unit at serviceable conditions at no additional cost to the City. If the unit cannot be placed back in service in seven (7) business days, then a written explanation for delay shall be provided to CTR OR DESIGNEE.
- B.00.20 The City reserves the rights to pick up any and all parts that are quoted by the Contractor to be replaced to be examined by the CTR OR DESIGNEE or designee to determine highest and best use the component(s) per air compressor unit. This

includes (but is not limited to) seals, valves, bearings, switches, cylinders, filters, pumps, pistons, shafts and/or other items of the air compressor unit.

- B.00.21 A City representative shall pickup or the Contractor shall delivery all Non-Repairable air compressor units and associated components from the Contractor's facility. Non-repairable units do not need to be reassembled, but shall be labeled per job number and placed on a skid or container.
- B.00.22 Where hourly work is performed on behalf of the City, the Contractor (and approved sub-contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-card, shop record or any other mutually agreed method, see Exhibit B-8 (Timesheets).
- B.00.23 The enclosed City of Houston forms in Exhibit B1 – B9: Teardown and Recommended Repair Report (Exhibit B1), Shop Acceptance Tests (Exhibit B2), Field Acceptance Tests (Exhibit B3), Equipment Release Authorization Form (Exhibit B4), Recommended Repair Cost Estimate (Exhibit B5), Progress Status Report (Exhibit B6), Invoice Checklist Report (B7) and Timesheet Report Forms (Exhibit B8) included in this document shall be used on each recondition-repair, rewind-repair, and new Air Compressor purchases; Time Sheet Approval (Exhibit B8); and PM/PdM Schedule (Exhibit B9).
- B.00.24 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.25 When requested by the CTR OR DESIGNEE, the Contractor shall furnish parts needed for maintenance activities of air compressors by City Personnel. The Contractor shall charge the same price and mark-up or discount for these parts as scheduled in Bid Forms and Fee Schedule - Exhibit "H" under "Parts and Material."
- B.00.26 Upon receipt of the air compressor the Contractor shall verify and document all information about the condition of the units including nameplate data. The Contractor shall inspect the unit and document the damaged and missing parts on the teardown report.
- B.00.27 The Contractor shall take digital photographs of each unit upon receiving from the City. In addition, the Contractor shall take digital photographs of all major components within the unit during the tear down that will be included in each Tear-Down Report (Exhibit B1). All photos shall be made available to the City upon request.
- B.00.28 In the case of dual horsepower units, charges shall be based only on the higher horsepower rating, never on both.
- B.00.29 Any equipment removed from City property shall be documented on a City (Equipment Authorization Release Form), see Exhibit B4. The department requesting services shall provide the form. The user department shall adjust the form to reflect the Contract, Ordinance and Service Release Order (SRO) numbers pertaining to this Contract.

- B.00.30 The Contractor shall provide a list, to the City of the name(s) and location(s) of shop(s) that will be used for specified repair work and obtain written approval before start of the contract. After the start of the contract, any additional subcontractor must be approved prior to commencement of work. The Contractor shall submit information on the subcontractor with a brief description and explanation of the addition. This addition will not take effect until written approval from the CTR OR DESIGNEE is obtained.
- B.00.31 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced to meet required codes as well as industry and performance standards (B.00.06 to B.00.08).
- B.00.32 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.
- B.00.33 All illegible or defective nameplates shall be replaced upon completion of repair. The original nameplate's, except when damaged shall be stamped on new nameplate to identify each air compressor unit. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of the Preventative Maintenance (PM); Repair or Replacement of the Unit.
- B.00.34 The Contractor shall install a stainless steel identification tag stamped with the contractor's name, job number, and repair date on each air compressor. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be included as a part of the base cost of the Preventative Maintenance (PM); Repair or Replacement of the Unit.
- B.00.35 When/if the compressor needs to be cleaned prior or during maintenance the contractor shall ensure all the runoffs are captured in an approved oil grease recovery system IAWSPCC provisions. This includes when the system is steam cleaned. Drainage systems that satisfy the secondary containment requirements may include the use of an oil water separator or another system to capture the oily water runoff.
- B.00.36 Delivery tickets and packing slips will contain quantity, part number, description of commodity delivered, name of department or section, facility name to which the merchandise originated from, Contract and SRO numbers, signature of CTR OR DESIGNEE, signature of receiving employee, printed names, employee number, date received and the authorization release number.
- B.00.37 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by the Contractor and/or Sub-Contractor(s). The hours worked on the City's equipment shall be supported with time cards when applicable to hourly rates. The original time cards shall be submitted with the final invoice.
- B.00.38 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract over the contract period and two (2) years after expiration of the contract. Subject to such audit, any overpayments shall be recovered from the Contractor.

- B.00.39 The Contractor shall be responsible for storage of the air compressor units and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at the Contractor's expense.
- B.00.40 The base price, before mark-up/discount of parts supplied for this contract is the total cost of the item for which the Contractor shall provide documentation.
- B.00.41 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed teardown sheets which details the work performed on the unit, test results and data sheets. The Contractor shall also include but is not limited to the eleCTR or designeeical, machinist and mechanical report, and winding data report.
- B.00.42 The Contractor shall establish and maintain records of the repair and services performed for at least 2 years after contract expires and also at least three (3) years after the air compressor is repaired.
- B.00.43 In the event the contractor cannot repair the air compressor, the City permits, with CTR OR DESIGNEE's written approval, contractor to purchase from manufacturer, OEM reconditioned, remanufactured or new air compressor unit.
- B.00.43.1 Non-OEM air compressor is acceptable upon CTR OR DESIGNEE's approval. The Contractor shall submit specifications and documentation on the proposed non-OEM substitution for CTR OR DESIGNEE approval before commencement of services. All reconditioned, remanufactured or replaced air compressors shall meet or exceed required specifications in fit, form and function as OEM air compressor. Contractor shall obtain written authorization from the CTR OR DESIGNEE before proceeding with replacement. The Contractor shall furnish the OEM or Non-OEM documentation with FINAL invoice.
- B.00.44 Contractor shall provide monthly status reports for the contract period (See Exhibit B6 - Progress and Status Report).
- B.00.45 The Contractor's facility shall be subject to inspection with a forty-eight (48) hour advance notice to verify that the equipment and personnel deemed necessary to perform the type of repair services required under this contract are in place at the time of inspection.
- B.00.46 Other Services are not considered an optional task as it is considered part of the normal Scope of Service. Additional Services required bringing air compressor(s) back into service are an obligatory task to be performed by the Contractor and/or Sub-Contractor, with an associated Fee Schedule (Exhibit H – "Other Services") to capture the cost of services not performed by the Contractor.
- B.00.47 Contractor shall inspect the air compressor unit at the City facility and document the condition of the unit on a Teardown and Recommended Repair Report, Exhibit-B1. If repair can be performed at City facility, the Contractor shall prepare a scope of work (Recommended Repair Cost Estimate Form, Exhibit-B5) to be carried out at the City location and submit it to the CTR OR DESIGNEE, within twenty-four (24) hours, for approval.

**B.01**                    **Repair and Replacement**

- B.01.01                The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the air compressor unit in lieu of replacement unless the repair cost of the air compressor exceeds seventy (70) percent of the cost for replacing it with a new air compressor unit. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on the air compressor’s economic evaluation and various operational considerations (i.e. – time of delivery, cost savings benefits analysis or etc.)
- B.01.02                The CTR OR DESIGNEE must approve, in writing, the purchase of a new unit in lieu of repair.
- B.01.03                The Contractor shall obtain three (3) quotes for items estimated to cost more than \$50,000.00, when applicable. The City of Houston has the option of accepting the lowest and best quote. The City reserves the right to solicit quotes for replacement items.
- B.01.03.01        If the equipment is a sole source item, vendor shall obtain a “signed” and dated letter from the manufacturer stating so. This letter shall list the sole distributor for the Houston Area. The manufacturer’s letter is valid for thirty (30) days.
- B.01.04                Replacement unit shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same air compressor’s performance characteristic and similar physical dimensions as the one being replaced and shall be of the “Highest Efficiency” air compressor(s) available. Replacement shall be authorized in writing by the CTR OR DESIGNEE.
- B.01.05                The replacement unit must meet the minimum specification requirements and be equal or better in material, craftsmanship, and performance as the replaced air compressor.
- B.01.06                The replacement unit provided must be able to fit the facilities existing compressor skid and/or mounting and railing system without any required modification to the facility. The City reserves the right to request a specific air compressor that may require facility modification.
- B.01.07                The Contractor shall use the mark-up or discount in Fees and Costs (Exhibit H: Section 3 - Items #72 to #75) under “Cost to Replace a Unit.”
- B.01.08                If the unit is not repaired or replaced, then the unit shall be deemed “Non-Repairable” The Contractor shall invoice the City per the fee schedule item “Non-Repairable Cost.” This cost shall include, but not limited to digital photos, tear-down and/or the D & I.
- B.01.09                The Contractor is responsible for ordering the correct parts and/or replacement unit, within five (5) days of the acceptance of the signed approval sheet from the CTR OR DESIGNEE . The confirmation of each order shall be provided in writing from the Contractor to the CTR OR DESIGNEE.

B.01.09.1 If parts and/or replacement air compressor unit has NOT been ordered within the specified time (5 days) a five-percent (5%) discount shall be applied to the final invoice amount each (business) day the part was not ordered unless written proof (reason for delay) is provided by the Contractor via air compressor distributor and/or manufacturer. The deduction shall not exceed fifteen percent (15%) of the final invoice amount.

B.01.09.2 If Contractor orders the incorrect part(s) and/or incorrect replacement unit that may cause a delay in delivery of completely assembled unit, then a fifteen percent (15%) deduction of the final invoiced amount shall be assessed as liquidated damages.

## **B.02 Specific Tasks and Scope of Work**

B.02.01 In the event the CTR OR DESIGNEE chooses to transport the air compressor unit to and/or from the Contractor's facility no transporting fee shall be assessed to the City. If the Contractor transports the air compressor, then the Contractor shall furnish hoist, crane, other services associated with loading and/or loading the unit. Should the City's facility have an existing crane, then the Contractor shall utilize the crane on-site (when applicable).

B.02.02 The Contractor shall chemically and mechanically clean all external surfaces, as required.

B.02.03 The Contractor shall perform eleCTR or designeeical tests, with measurement recorded in the Teardown Report. These include but are not limited to:

- Insulation resistance to ground, in meg-ohms, of windings and accessories.
- Flow and outlet and suction pressure
- Moisture Indicator

B.02.04 In the event that insulation resistance of the windings is below the recommended minimum value, the motor shall be disassembled, and the windings shall be cleaned and dried before surge-comparison testing.

B.02.05 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the teardown report.

B.02.06 The Contractor shall inspect the rotor shaft for "roundness/run-out" and determine if it is within OEM tolerance.

B.02.07 The Contractor shall inspect the air compressor's valves, screws, pistons, seals, bearings, pumps, cylinders, shaft, filters, motor and pulley and other damages and shall record this observation on the Teardown Report.

B.02.08 The Contractor shall determine what parts are to be repaired or replaced with new parts. As a minimum the Contractor shall replace all bearings and seals when the original unit was furnished with such items.

- B.02.09 The diesel engine, wherever they exist in the drive-air compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the diesel engine drive of the air compressors.
- B.02.10 The air dryers, wherever they exist in the compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the air dryers of the air compressors.
- B.02.11 The instrumentation, wherever they exist in the air compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the instrumentation and controls of the air compressors.
- B.02.12 Where applicable, new belts shall be installed. Belts shall be changed in matched sets and properly tensioned.
- B.02.13 Within seven (7) working days of receipt of the compressor, the Contractor shall Tear Down and inspects the air compressor for the Disassembly and Inspection (D&I) Report. The D&I Report shall include a brief root cause failure explanation. In addition, the D&I Report shall include, but not limited to the following:
- Valve Plates
  - Filters
  - Bearings and Seals
  - Male and Female Rotor
  - Condition of Wear-Ring
  - Megging of Motor
  - Condition / Presents of Nameplate
  - Motor Conditions (Rotor / Stator)
  - Conditions of Shaft / Bearings / Seals
  - Pump's (Manufacture / Model / Serial Number)
  - Digital Photos
  - Facility Location
- B.02.13.1 If the D & I (disassembly and inspection) Report has not been completed and submitted within seven (7) business days of receiving the air compressor, then a five-percent (5%) discount shall be applied to the final invoice amount each (business) day the air compressor unit has not been disassembled and inspection (Exhibit B1 – Tear Down Report) and submitted to the City's Representative. The deduction shall not exceed fifteen percent (15%) of the final invoice amount.
- B.02.13.2 The Cost Estimate (Exhibit B5) shall be provided to the City within seven (7) working days of the Disassembly and Inspection (D&I) Report submittal. If the cost estimate is not provided within the specified time, a five-percent (5%) discount shall be applied to the final invoice amount each (business) day the Cost Estimate has not been submitted to the City's Representative. The deduction shall not exceed fifteen percent (15%) of the final invoice amount.

- B.02.13.3 Each maximum penalty due to delays (i.e. – Tear Down Report; Cost Estimate and Ordering Incorrect Parts and/or Incorrect Replacement Units due to Contractors negligence) shall not exceed a combined value of fifteen (15%) discount to the final overall Invoice to the City of Houston.
- B.02.14 The CTR OR DESIGNEE will inspect the torn-downed unit, review the Contractor’s proposed work scope and cost estimate. If the cost exceeds the budget per fiscal year, the CTR OR DESIGNEE shall revise the scope and have the Contractor submit another cost estimate within five (5) days.
- B.02.15 Upon written acceptance of cost estimate by the CTR OR DESIGNEE, the Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:
- B.02.15.1 **(AR1):** Air Compressors Group Reciprocating – Single Acting: (Fractional hp to +30 hp) **(3 weeks)**
  - B.02.15.2 **(AR2):** Air Compressors Group Reciprocating – Double Acting / Single Stage: (Fractional hp to +50 hp) **(4 weeks)**
  - B.02.15.3 **(AR3):** Air Compressors Group Reciprocating – Double-Acting / Two-Stage / XLE: (Fractional hp to +200hp) **(6 weeks)**
  - B.02.15.4 **(AR4):** Air Compressors Group – Rotary Screw: (Fractional hp to +200 hp) **(4 weeks)**
  - B.02.15.5 **(AR5):** Air Compressors Group – Rotary Screw – Gas / Diesel: (Fractional hp to +100 hp) **(4 weeks)**
  - B.02.15.6 **(AR6):** Air Compressors Group – EleCTR or designeeic Trailer Mount: (20 hp to +200 hp) **(6 weeks)**
- B.02.16 The Contractor shall notify the CTR OR DESIGNEE immediately in writing if the Contractor cannot complete the job within the contractually agreed time period for the unit.
- B.02.17 The Contractor shall submit to the CTR OR DESIGNEE a written detailed explanation for the delay with a new documentation to complete the job. If additional work is required, the Contractor shall submit explanation before commencing the additional work.
- B.02.18 At all times during the repair process, the Contractor shall maintain the City’s equipment in a clean and weather protected storage area.
- B.02.19 Shaft seal surface, bearing journals, shall be micrometer checked and results shall be recorded on the rotor information sheet within the D&I Report.
- B.02.20 The critical dimensions of the end bells and bearing housing shall be micrometer checked and recorded on the mechanical inspection sheet within the D&I Report.
- B.02.21 The above measurements shall be submitted to the CTR OR DESIGNEE, along with the eleCTR or designeeical and mechanical data sheets, during the teardown inspection.

- B.02.22 Replacement bearings shall have an L<sub>10</sub> rating life in accordance with ANSI/AFBMA of at least 40,000 hours of service life. If the existing bearings have exceeded L<sub>10</sub> rating life (40,000 hours), then the Contractor shall replace the bearing with the same L<sub>10</sub> rating life bearing as the existing one.
- B.02.23 The Contractor shall reassemble the air compressor unit seal, paint and test as required.
- B.02.24 The CTR OR DESIGNEE will specify the paint color.
- B.02.25 Whenever needed, OEM or approved substitute specified lube/cooling oils, or equal, shall be used in the oil chamber. The lube/cooling oils shall be biodegradable, nontoxic, and FDA approved.
- B.02.26 Greases and/or Lubricants used on bearings shall be OEM specified or approved equal.
- B.02.27 Before disassembly and inspection (D & I Report) nameplate data shall be verified, all missing or damaged parts shall be identified in writing, recorded, and special items shall be noted on the inspection form.
- B.02.28 The Contractor shall establish and maintain records of the repair and services performed for at least 2 years after contract expires and also at least three (3) years after the air compressor is returned to the City. These records shall be provided if requested by the CTR OR DESIGNEE.
- B.02.29 Field Work TIME SHEETS should be signed DAILY by the CTR OR DESIGNEE at the facility location, however if CTR OR DESIGNEE is not present, then timesheet can be signed by City employee (with Employee ID #) at designated facility where work was performed. ALL TIME SHEETS shall be approved by the CTR OR DESIGNEE on the last working day of each week.
- B.02.30 The Contractor shall be responsible for, but not limited to disconnecting, transporting, disassembling and inspecting (D & I), repairing, aligning to drive-shaft, replacing and installing air compressor along with any necessary associated equipment.
- B.02.31 In the event the contractor cannot repair and/or replace the air compressor, the City permits, with CTR OR DESIGNEE's written approval, the Contractor to purchase a replacement unit from the manufacturer that include new, reconditioned and/or remanufactured air compressor according to OEM specifications based on the needs of each facility or location.
- B.02.32 The Contractor shall perform Preventative Maintenance (PM) and/or Predictive Maintenance (PdM) on air compressor on an as needed basis per facility. A PM and/or PdM schedule shall be provided in writing to the CTR OR DESIGNEE, whom will coordinate with the City for compressor shutdowns and/or availability.
- B.02.33.1 The Contractor shall be responsible for compressor disconnection and/or connection, crane rental and other associated items to conduct

PM's and/or PdM's. The labor and material will be captured by the existing Fee Schedule (Exhibit H).

B.02.33 The CTR OR DESIGNEE shall respond within twenty-four (24) hours. The Contractor, upon the receipt of approval, shall finish the repair work within five (5) workdays and return the unit to operation unless the Contractor and CTR OR DESIGNEE agree to an alternative schedule. The lube reservoir of the repaired air compressor/diesel engine shall be flushed clean and filled with the OEM specified lubricants after reassembly.

**B.03 Standard Response Times**

B.03.01 Contractor shall be accessible to the City via telephone during normal business hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.

B.03.02 The Contractor shall be available and accessible to the City via telephone to work overtime and/or emergency per the request of the CTR OR DESIGNEE within six (6) hours of initial contact from CTR OR DESIGNEE.

B.03.03 The Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. The CTR OR DESIGNEE shall coordinate the emergency and approved overtime work.

**B.04 Repair Technicians**

B.04.01 The Contractor's repair technicians shall be qualified, properly trained in repairing, disconnecting and installing air compressors of the type and sizes specified for this contract.

B.04.02 The Contractor shall have at least one senior repair technician with a minimum of five (5) years' experience in repair and/or overhaul of air compressor specified in this contract.

B.04.03 The Contractor shall furnish the resume of the technicians to the City Inspection Team during the Team's visit of the Contractor's facility.

B.04.04 These requirements shall apply to all of the sub-contractors who work for the Contractor.

B.04.05 The Contractor shall furnish the resume of the technicians to the City inspection team during the team's visit of the Contractor's and/or approved Subcontractor's facility (during Site Evaluation scheduled through SPD). And the Contractor shall provide a resume for any new or old employees (Air Compressor Technicians) to the CTR OR DESIGNEE, who will be working on air compressors throughout the duration of this contract.

**B.05**                    **Repair Facility (Contractor) Minimal Requirements**

B.05.01                The Contractor shall provide proof of previous experience of repairing air compressors of the similar make and size as specified within (B.02.15).

B.05.01.1            Written proof from previous clients shall be provided in the form of a written recommendation outlining scope of work, air compressor type and size of work performed.

B.05.02                The Contractor shall have had a minimal of 5 years' experience as an air compressor contractor whom has repaired and/or replaced similar make and size air compressors.

B.06.02.1            The workflow shall be detailed during the City of Houston's site inspection to determine core competency of air compressor.

B. 05.03                The Contractor shall have proper and adequate testing equipment in place prior to consideration of the awarding of this air compressor contract.

**B.06**                    **Shop Acceptance of Repair**

B.06.01                The CTR OR DESIGNEE shall thoroughly inspect the repaired unit before the performance test can begin. It is the Contractor's responsibility to ensure communication has been established with the CTR OR DESIGNEE for witnessing of the performance test.

B.06.02                All control sensing devices shall be checked to ensure they meet the OEM specifications. The control sensing devices shall include (but is not limited to) thermal sensors, moisture sensors, and vibration probes.

B.06.05                No load test run of the air compressor shall be performed at its highest rated voltage and frequency.

B.06.06                The Contractor shall capture transporting fees associated with disconnecting and installing air compressor unit(s) by utilizing the Fee Schedule located on Exhibit H, accordingly to each grouping. In addition, the twelve (12) month warranty begins upon the completion of each installation at the City of Houston's facility.

B.06.07                The air compressor unit shall be securely mounted to a leveled metal base-plate or set on standard rubber isolation pads while vibration readings are taken.

B.06.09                If deficiencies are detected, the repair work shall be rejected and the Contractor shall make the necessary repairs, adjustments or replacements.

B.06.10                After corrective actions are made, the unit shall go through a new test run before the air compressor is accepted.

B.06.11                A typed copy of the Repair Data Sheets covering results of specific tests shall be included with the shipment of all repaired air compressor units, per the CTR OR

DESIGNEE's request.

B.06.12 The City shall not make any payment to the Contractor until all corrective actions are made, testing is performed and the equipment repair is accepted.

B.06.13 The Contractor shall torque bolts from motor housing to volute and this value is to be recorded on the city's Shop acceptance Test Form (Exhibit B3)

**B.07 Silence of Specifications**

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

**B.08 Labor Rate**

The labor rate shall include ALL costs for a qualified person to work on and repair the City equipment including wages, all company benefits, and company profit. No separate labor costs shall be charged for these services of repair and/or replacing air compressors.

**B.09 Additional Services**

B.09.1 Prior to commencement of any Additional Services, the Contractor shall submit a written proposal for approval by the CTR OR DESIGNEE describing the work to be done and include an "Not To Exceed estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), schematics(s), design plans and a schedule of the repairs. Additional work shall not be performed without written approval from the CTR OR DESIGNEE.

B.09.2 Contractor shall perform Additional Services using the unit rates and any applicable markup/discount in Exhibit "H" entitled Fees and Costs of the contract as specified for the type of service provided. If the contract "Fees and Costs schedule does not cover the work needed, the Contractor shall submit detailed cost estimate for such item for review and approval by the CTR OR DESIGNEE.

B.09.3 Additional Services are not considered an optional task as it is considered part of the normal Scope of Service. All Additional Services required to bring the Air Compressor(s) in service are an obligatory tasks to be performed by the Contractor and/or Sub-Contractor, with an associated Fee Schedule (Exhibit H) to capture the cost of services not performed by the Contractor.

**B.10 Warranties**

B.10.1 The Contractor shall observe the highest standards of diligence and care in the performance of repair services and shall meticulously follow the standards and procedures required by the equipment manufacturer.

B.10.2 The Contractor further warrants that all service and replacement parts it provides

shall be in strict compliance with all applicable regulations.

B.10.3 The Contractor shall fully warrant its installation, replacement, repair and maintenance of all parts and equipment from the date of acceptance by the City of Houston (COH) for a twelve (12) month period. SEE CERTIFICATE OF WARRANTY, DOCUMENT 001 ATTACHED.

B.10.4 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours of delivery and shall be repaired within the previously stated time frame B.03.15.

B.10.5 During the warranty period ALL failed units shall be re-repaired or replaced at the Contractor's expense if failure occurs under normal operating conditions and if the failure is due to faulty parts or workmanship.

B.10.5.1 Definitions: "Acceptance" as used in this clause, means the act of a City authorized representative approving specific services, as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.

B.10.5.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all products and 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 the warranty period from the date of acceptance by the City. This notice shall state either:

- (1) The Contractor shall correct or re-perform any defective or non-confirming product(s) and service(s) at no additional cost to the City, or
- (2) The City does not require correction or re-performance.

B.10.5.3 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 correct or replace with similar services and charge to the Contractor the cost incurred by to the City or make an equitable adjustment in the contract price.

B.10.7 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.

B.10.7.1 If the unit undergoing warranty work is out of service more than fifteen (15) additional days, then warranty period will be extended to the exact amount of days the air compressor was out of service for warranty.

**B.11 Preventive Maintenance (PM)**

B.11.1 The Contractor shall be responsible for documenting and recording all findings for all compressors, which will be submitted in PM Report (Attachment B9):

B.11.2 The Contractor shall invoice the PM according to the Fee Schedule (Exhibit H).

B.11.3 The crane rental and parts needed to be replaced are not included in PM Fee's per air compressor.

B.11.4 Each scheduled round of PM's and per facility shall include a one-time mobilization and demobilization fee. The mobilization and demobilization of manpower and/or equipment shall be captured using Exhibit H (Fee Schedule) – Line Item "Field Labor Rate." The total mobilization and demobilization per facility shall not exceed four (4) hours: [(2) hours of mobilization and (2) of demobilization]. However, the total mobilization and demobilization hours shall be mutually agreed upon based on a projection of total "Field Labor Rate" hours between CTR OR DESIGNEE and Contractor prior to proceeding forward with any PM's per facility.

B.11.5 The frequency of all PM's and shall occur per the request and/or the needs of each facility. As a result, predefined frequency shall be determined at the beginning of each fiscal year established by CTR OR DESIGNEE and Contractor.

B.11.6 Digital photographs shall be submitted of each air compressor unit and included within each PM of each unit. In addition, job number, type, make, size and date shall be included within each PM Report per unit.

B.11.7 Check for nameplates on each air compressor.

B.11.8 Check amperage and voltage for each phase, which includes power and control cables (before compressor pulled while in service; during compressor on deck; and after compressor re-installed).

**B.11.9 Reciprocating Air Compressors:**

B.11.9.01 Clean and or replace air filters.

B.11.9.02 Change oil filters and coolant filters with manufactured required pump lubricant.

B.11.9.03 Change oil according to manufacturer's recommended standard.

B.11.9.03 Clean intake and exhaust valves.

B.11.9.04 Check all belts and replace when necessary.

B.11.9.05 Check and clean safety (pop-off) valve.

B.11.9.06 Drain and service the automatic reservoir.

B.11.9.07 Check all gauges and piping attachments for accuracy, calibration and air leaks at the compressor then tighten as necessary.

**B.11.10**      **Rotary Screw Air Compressors:**

- B.11.10.01      Clean and or replace air filters.
- B.11.10.02      Change oil filters and coolant filters with manufactured required pump lubricant.
- B.11.10.03      Change oil according to manufacturer’s recommended standard.
- B.11.10.04      Clean intake and exhaust valves.
- B.11.10.05      Check all belts and replace when necessary.
- B.11.10.06      Steam clean coolers.
- B.11.10.07      Drain and service the air-end.
- B.11.10.08      Check all gauges and piping attachments for accuracy, calibration and air leaks at the compressor then tighten as necessary.

**B.13**            **Invoices**

- B.13.01          The City of Houston’s Fiscal Year begins July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. The invoice number shall not be duplicated during the term of the contract. ALL SUPPORTING DOCUMENTS SHALL BE ORIGINAL. Each invoice shall include the following information:
- B.13.02          The City Contractor Number, City Ordinance Number, City Release Number, and Contractor’s Job Number.
- B.13.03          The Contractor’s Job Number and Contract year shall appear clearly on all time sheets (showing hours worked, break(s) and lunch time), and suppliers’ invoices.
- B.13.04          The Contractor’s name and address where the service was performed.
- B.13.05          The City equipment EI Number, and City Work Order Number.
- B.13.06          The City Facility Number and address where equipment had been prior to service.
- B.13.07          Detailed description of services rendered.
- B.13.08          Description of parts or components repaired or replaced. Provide part numbers, listing before and after discount. If parts are new OEM or new Non-OEM or reconditioned, the costs of recondition parts must be listed as well as the cost of new OEM or Non-OEM replacement parts.
- B.13.09          Detail Labor hours and rates as stated in the contract Exhibit “H” entitled “Fees and Costs”.
- B.13.10          The City delivery and pickup tickets, which will include the following:
  - City Facility Name
  - Work Order Number
  - Contractor’s Job #
  - Equipment Release Number
  - City Employee Name / Number / Signature with Date
- B.13.11          Sub-Total costs for parts, labor, Other Services (Exhibit H: Fee Schedule – Section 3), PM and Replacement Cost shall be included on final cost approval sheet and included within invoice package and supporting documentation.

- B.13.12 Shop Acceptance Form, Tear Down and Recommended Repair Form, Equipment Release Authorization Form, Recommended Repair/Replacement Cost Estimate Form, Final Acceptance Test Forms shall be included within invoicing supporting documentation per job number or invoice.
- B.13.13 Total invoice costs of the job.
- B.13.14 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.
- B.13.15 All unit prices for labor and parts shall be easily identified utilizing the line item number and the quoted contract pricing.

**Mail invoices to Accounts Payable of:**

Department of Public Works & Engineering  
Accounts Payables – Service Contracts  
Attn: Craig Foster  
P.O. Box 61449  
Houston, TX 77208-1489

City of Houston – Fleet Management  
Attn: Accounts Payables  
P.O. Box 3685  
Houston, TX 77521-3685

- B.13.16 The Contractor shall submit the complete Exhibit B7 (Invoice Check List) with each invoice.

**B.14 Estimated Quantities not Guaranteed**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of Air Compressor 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 until the Contractor enters an agreement with the City for the purchasing and/or requirements of all specified quantities. Please refer to B.00.13.2.

**B.15 Additions & Deletions**

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, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the

same as specified in the fee schedule. In the event that additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will be considered normal and customary charges and/or rates from the Contractor.

**B. 16**            **Warranty of Services**

B.16.01            Definitions: “Acceptance” as used in this clause, means the act of a City authorized representative approving specific services, as partial or complete performance of the contract. “Correction” as used in this clause, means the elimination of a defect.

B.16.02            Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all products and 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 the warranty period from the date of acceptance by the COH and the Contractor. This notice shall state either:

- (1) The Contractor shall correct or re-perform any defective or non-confirming product(s) and service(s) at no additional cost to the City, or
- (2) The City does not require correction or re-performance.

B.16.03            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.

B.16.04            If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**B.17**            **Pre-Performance Conference**

B.17.01.            Prior to commencing performance under the Agreement, Contractor shall attend a pre-performance conference with the representatives of each City Department who will specify the time and place of such meeting in a written notice to Contractor. Representatives of Contractor attending the pre-performance conference must include the Contractor’s Supervisors and its subcontractors. Items to be addressed at the pre-performance conference include, but not are limited to:

- B.17.01.01        Work schedules.
- B.17.01.02        Channels of communication.
- B.17.01.03        Logistical management of Contractor furnished supplies and equipment.
- B.17.01.04        Other Work/Services
- B.17.01.05        Implementation of additional procedures to ensure performance is in

accordance with the terms and conditions of this Agreement.

**B.18**            **Security And Badging**

- B.18.1           Contractor and subcontractors shall comply with all applicable Federal rules governing security at the Houston Airport System (HAS) facilities as well as security regulations from the Houston Police Department when visiting their facilities , as may be amended from time to time.
  
- B.18.2           All on-site personnel of Contractor, including sub-contractors, who perform services under the Agreement, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. .
  
- B.18.3           Contractor shall obtain HAS security badges for its personnel performing services on-site, including its sub-contractor's personnel. On-site personnel must wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each at (IAH)/ (HOU) and \$16.00 each at (EFD). Costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. Contractor is responsible for the cost of badges, including replacements thereof. Contractor personnel losing badges will be charged for replacement badges at the then current rate. Badge yearly renewal cost is \$16.00.
  
- B.18.4           All fines or penalties associated with non-compliance with security regulations must be reimbursed to HAS.
  
- B.18.5           Contractor personnel must conform to all HAS Security & Operations rules or regulations at all times while on HAS property per HAS Operating Instructions 05-02 and 05-03. (Reference Website <http://www.fly2houston.com/business-badge>)

**B.19**            **Additions & Deletions:**

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, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**B.20**            **Estimated Quantities Not Guaranteed:**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the 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 all the quantities specified herein.

**B.21**            **Interlocal Agreement:**

Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

**B.22**            **Warranty Of Services:**

*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.

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.

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.

**B.24****Criminal Justice Information Systems (CJIS) Compliance (Applicable to Houston Police Department (HPD) Occupied Facilities:**

The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

**ATTACHMENT A-1**

<b>Fee Schedule</b>					
<b>Air Compressors</b>					
<b>Section 1</b>					
	<b>Description - Preventative Maintenance (PM)</b>				
<b>Item #</b>	<b>AR1 - Recipicating Single-Acting</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
1	>Fractional hp and ≤ 1.5 hp	Each		1	\$0.00
2	>1.5hp and ≤ 5hp	Each		1	\$0.00
3	>5hp and ≤ 10hp	Each		10	\$0.00
4	>10hp and ≤ 30hp	Each		13	\$0.00
5	>30hp - Greater hp	Each		1	\$0.00
<b>Item #</b>	<b>AR2 - Recipicating Double-Acting / Single Stage</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
6	>Fraction hp and ≤5hp	Each		1	\$0.00
7	>5hp and ≤10hp	Each		14	\$0.00
8	>10hp and ≤20hp	Each		20	\$0.00
9	>20hp and ≤30hp	Each		10	\$0.00
10	>30hp and ≤40hp	Each		5	\$0.00
11	>40p and ≤50hp	Each		2	\$0.00
12	>50hp - Greater hp	Each		1	\$0.00
<b>Item #</b>	<b>AR3 - Recipicating / Double-Acting / Two-Stage / XLE</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
13	>Fractional hp and ≤ 1.5 hp	Each		1	\$0.00
14	>1.5hp and ≤ 5hp	Each		1	\$0.00
15	>5hp and ≤ 10hp	Each		6	\$0.00
16	>10hp and ≤ 30hp	Each		20	\$0.00
17	>30hp - Greater hp	Each		10	\$0.00
18	>40p and ≤50hp	Each		2	\$0.00
19	>50p and ≤75hp	Each		2	\$0.00
20	>75p and ≤100hp	Each		2	\$0.00
21	>100p and ≤150hp	Each		1	\$0.00
22	>150p and ≤200hp	Each		1	\$0.00
23	>200p - Greater hp	Each		1	\$0.00

**CONTINUATION ATTACHMENT A-1**

<b>Item #</b>	<b>AR4 - Rotary Screw</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
24	>Fraction hp and ≤5hp	Each		1	\$0.00
25	>5hp and ≤15hp	Each		1	\$0.00
26	>15hp and ≤20hp	Each		1	\$0.00
27	>20hp and ≤30hp	Each		5	\$0.00
28	>30hp and ≤40hp	Each		5	\$0.00
29	>40p and ≤50hp	Each		3	\$0.00
30	>50p and ≤75hp	Each		10	\$0.00
31	>75p and ≤100hp	Each		5	\$0.00
32	>100p and ≤150hp	Each		1	\$0.00
33	>150p and ≤200hp	Each		1	\$0.00
34	>200p - Greater hp	Each		5	\$0.00

**CONTINUATION ATTACHMENT A-1**

<b>Item #</b>	<b>AR5- Rotary Screw (Gas / Diesel)</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
35	>Fraction hp and ≤5hp	Each		1	\$0.00
36	>5hp and ≤15hp	Each		1	\$0.00
37	>15hp and ≤20hp	Each		1	\$0.00
38	>20hp and ≤30hp	Each		5	\$0.00
39	>30hp and ≤40hp	Each		5	\$0.00
40	>40p and ≤50hp	Each		5	\$0.00
41	>50p and ≤75hp	Each		5	\$0.00
42	>75p and ≤100hp	Each		5	\$0.00
43	>100p - Greater hp	Each		5	\$0.00
<b>Item #</b>	<b>AR6 - Rotary Screw (Electric) Trailer-Mount</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
44	>20hp and ≤30hp	Each		1	\$0.00
45	>30hp and ≤40hp	Each		1	\$0.00
46	>40p and ≤50hp	Each		1	\$0.00
47	>50p and ≤75hp	Each		5	\$0.00
48	>75p and ≤100hp	Each		5	\$0.00
49	>100p and ≤125hp	Each		5	\$0.00
50	>125 and ≤150hp	Each		5	\$0.00
51	>150p and ≤200hp	Each		5	\$0.00
52	>200p - Greater hp	Each		5	\$0.00
<b>Item #</b>	<b>Non-Repair Cost</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
53	>Fraction hp and ≤15hp	Each		4	\$0.00
54	>15hp and ≤40hp	Each		3	\$0.00
55	>40p and ≤100hp	Each		5	\$0.00
56	>100p - Greater hp	Each		8	\$0.00
<b>Item #</b>	<b>Uninstall &amp; Disconnect Unit/ Install&amp; Connect</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
57	>Fraction hp and ≤15hp	Each		4	\$0.00
58	>15hp and ≤40hp	Each		3	\$0.00
59	>40p and ≤100hp	Each		5	\$0.00
60	>100p - Greater hp	Each		8	\$0.00

**CONTINUATION ATTACHMENT A-1**

<b>Section 2</b>					
<b>61</b>	<b>Description - Labor Rates</b>	<b>U/M</b>	<b>Unit Price (\$)</b>	<b>Qty.</b>	<b>Sub-Total</b>
62	Standard Labor Rate (In-Shop)	Hour		300	\$0.00
63	Field Labor Rate	Hour		200	\$0.00
64	Field Overtime/Emergency Labor Rate	Hour		20	\$0.00
65	Electrical Labor Rate	Hour		40	\$0.00
66	Electrical Overtime/Emergency Labor Rate	Hour		20	\$0.00
67	Mechanical Labor Rate	Hour		40	\$0.00
68	Mechanical Overtime/Emergency Labor Rate	Hour		20	\$0.00
69	Crane Rigging (Contractor Owned)	Hour		300	\$0.00
70	Transportation of Unit to (Contractor's) Facility	Each		50	\$0.00
71	Return Unit to City's (Wastewater) Facility	Each		50	\$0.00

<b>Section 3</b>					
<b>Item #</b>	<b>Description</b>	<b>Estimated Total</b>	<b>Discount / Mark-Up (.xx)</b>		<b>Sub-Total</b>
72	Parts and Materials (Original Invoice) Mark-up Not To Exceed 15%	\$70,000.00			
73	OEM Distributor Parts & Material	\$65,000.00			
74	Cost to Replace a Unit. Mark-up Not To Exceed 5%	\$10,000.00			
75	Other Services. Mark-up Not To Exceed 15%	\$10,000.00			

**(REQUIRED FORMS)**  
**Attachment B1**  
**Teardown and Recommended Repair Report**  
**City of Houston**  
**Air Compressor Repair Service Contract**  
**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after award of the Contract**

Contractor: \_\_\_\_\_ Contractor Job Number: \_\_\_\_\_

City Contract #: \_\_\_\_\_ City Release #: \_\_\_\_\_ City Ordinance #: \_\_\_\_\_

Compressor Location: \_\_\_\_\_ City Facility Number: \_\_\_\_\_ EI #: \_\_\_\_\_

Nameplate Information:

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

Cable Information:

Power Cable	Size	Length	Condition
Control Cable	Size	Length	Condition

Bearings	DE Size		Condition
Bearings	ODE Size		Condition
Volute			
Wear Rings			
Slide Rail Bracket			
Discharge Face			

Runouts:

Shaft DE	
Shaft ODE	
Face of Rotor	

Stator Megger Test: 5,000 MΩ @500V

Cable Megger Test: 5,000 MΩ @500V

Surge Test: \_\_\_\_\_

Core Loss Test: \_\_\_\_\_

Recommendation: Recondition-Repair: \_\_\_\_\_ Rewind-Repair: \_\_\_\_\_

Other Repairs Needed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Parts Description: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B2**  
**Shop Acceptance Tests Form**  
**City of Houston**  
**Air Compressor Repair Service Contract**  
**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

Contractor: \_\_\_\_\_ Contractor Job #: \_\_\_\_\_

Contract#: \_\_\_\_\_ Ordinance#: \_\_\_\_\_ City Work Order #: \_\_\_\_\_

City Facility Name: \_\_\_\_\_ City Facility #: \_\_\_\_\_ EI #: \_\_\_\_\_

**Nameplate Information:**

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

**Visual Inspection:**


Hi-Potential Test: \_\_\_\_\_

Source Voltages	V <sub>1</sub> =	V <sub>2</sub> =	V <sub>3</sub> =			
No-Load Currents	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =			
Vibration	Axial =	Radial =	Vertical =			
Torque of Motor/Volute Housing Bolts: (ft-lbs)	<u>1.</u>	<u>2.</u>	<u>3.</u>	<u>4.</u>	<u>5.</u>	<u>6.</u>

**Comments and Deficiencies:**


Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By CTR OR DESIGNEE: \_\_\_\_\_ # \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Attachment B3**  
**Field Acceptance Tests Form**  
**City of Houston**  
**Air Compressor Repair Service Contract**  
Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract

Contractor: \_\_\_\_\_ Contractor Job #: \_\_\_\_\_

Contract #: \_\_\_\_\_ Ordinance #: \_\_\_\_\_ City Work Order # \_\_\_\_\_

City Facility Name: \_\_\_\_\_ City Facility #: \_\_\_\_\_ EI #: \_\_\_\_\_

**Nameplate Information:**

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

**Visual Inspection:**

--

Stator Megger Test: \_\_\_\_\_

Cable Megger Test: \_\_\_\_\_

Source Voltages	V <sub>1</sub> =	V <sub>2</sub> =	V <sub>3</sub> =
Run Currents, Closed Valve	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =
Currents, Open Valve, Start	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =
Currents, Open Valve, after 24 hour	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =

**Comments and Deficiencies:**


Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By CTR OR DESIGNEE: \_\_\_\_\_ # \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment B4**  
**Equipment Release Authorization Form**  
**City of Houston**  
**Air Compressor Repair Service Contract**  
**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

RELEASE #: \_\_\_\_\_ DATE: \_\_\_\_\_ CITY WORK ORDER #: \_\_\_\_\_

CITY FACILITY NAME: \_\_\_\_\_ CITY FACILITY #: \_\_\_\_\_ EI #: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTRACTOR JOB #: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_ ORDINANCE #: \_\_\_\_\_

**NAMEPLATE INFORMATION:**

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

REASON FOR THE PULLING OF THE AIR COMPRESSOR:

\_\_\_\_\_

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

\_\_\_\_\_

IS THERE A PICTURE OF THE AIR COMPRESSOR ATTACHED? YES: \_\_\_\_\_ NO: \_\_\_\_\_

(CONTRACTOR) REPRESENTATIVE:

(CITY OF HOUSTON) REPRESENTATIVE:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

**Attachment B5**  
**Recommended Repair Estimate Form**  
**City of Houston**

**Air Compressor Repair Service Contract**

**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

Contract #:	City Work Order #:
Ordinance #:	Contractor Job #:
City Facility:	Facility #:
Air Compressor:	
Manufacturer:	Work Notification Date:
Voltage:      Current:      HP:      RPM:	Field Inspection Date:
Serial #:	Equipment Pull Date:
EI#:	Estimate Date:

Revision #: \_\_\_\_\_ Date: \_\_\_\_\_

UNIT PRICE ITEMS:	Unit Price	Qty	Extended Price
Item 1 - Prepare for Removal – Each		1.00	
Item 2 - Transport to Shop – Each		1.00	
Item 3 - Return to City – Each		1.00	
Sub-Total Unit Price Items			

COST PLUS ITEMS:	Contract Cost	Mark Up	Extended Price
Item 14 -		1.**	
Item 15		1.**	
Item 15- Work by Sub-contractor (see Original invoices)		1.**	
Item 16 - NDT (see parts worksheet)		1.**	
Item 17 - Parts: (see parts Original Invoices)		1.**	
Item 18 - Rented Crane/Rigging		1.**	
Sub-Total Cost Plus Items			

Additional Services (see worksheet):

**Total Estimated Project Costs**

Total Estimated Air Compressor Repair Only

Replacement Cost of an Identical Unit

**Cost Expressed as % of Replacement Cost**

Repair of Air Compressor Approved by City of Houston:

Signature/Date – Air Compressor Repair Print Name

**Attachment B6**  
**Progress and Status Report Form**  
**City of Houston**  
**Air Compressor Repair Service Contract**  
**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the**  
**Contract**

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

**Attachment B7**  
**Invoice Checklist Report Form**  
**City of Houston**

**Air Compressor Repair Service Contract**

**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

INVOICE CHECKLIST			
"Company Name" / (Air Compressors) / Contract # 460000XXXX			
a) Facility Name:		Facility #	
b) Date:			
c) CTR OR DESIGNEE Review Date:			
<u>Comments:</u>			
<b>Instructions</b> 1) Check mark "X" selected items listed below. 2) Sign and date at the bottom of form			
Item Number	Contract Requirements Description	Contractor Review	CTR OR DESIGNEE Review
1	City Contract Number, and Ordinance Number		
2	Contractor Job Number		
3	Contractor's name and address		
4	Contractor's representative name, signature and date		
5	City facility name, number and address where service was provided		
6	Detailed description of services rendered		
7	Equipment Identification Number		
8	City Equipment Release Number		
9	City Work Order Number		
10	Subcontractor's invoices with description of work performed, hours and parts cost		
11	Detailed labor hours and rates as stated in the "Fee Schedule" (when applicable)		
12	City delivery and pickup tickets		
13	UL Re-certification for explosion-proof units (when applicable)		
14	Subtotal cost for parts and labor separately		
15	Shop Test/Acceptance Form, Teardown and Recommended Repair form, Equipment Release authorization form, Recommended Repair Estimate Form & Final Repair Cost Form		
16	All unit prices for labor and Parts are easily identified against the quoted contract pricing		
17	Invoice charged to correct job #		

CTR OR DESIGNEE Signature  
 Date

**Attachment B8  
Timesheet Report Form  
City of Houston**

**Air Compressor Repair Service Contract**

**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

CUSTOMER	City of Houston	CUSTOMER ORDER #	
JOB LOCATION		RELEASE #	
CTR OR DESIGNEE		MODEL - SERIAL #	

WEEK BEGGINNING	DESCRIPTION OF WORK	HOURS WORKED PER PERSON					
		1	2	3	4	5	6
1/5/2015	EMPLOYEE NO.						
SUNDAY 5-Jan							
MONDAY 6-Jan							
TUESDAY 7-Jan							
WEDNESDAY 8-Jan							
THURSDAY 9-Jan							
FRIDAY 10-Jan							

JOB COMPLETE?  Y  N  
 E  O  
 S

SIGNATURE FOR FIELD SERVICE OR SHOP MANAGER		SHOP PERSONNEL	#
			1
			2
CUSTOMERS COMMENTS:			3
			4
		FIELD PERSONNEL	
			5
			6

**Attachment B9  
Preventative Maintenance (PM) / Predictive Maintenance (PdM) Form  
City of Houston**

**Air Compressor Repair Service Contract**

**Sample Only, Actual Form is subject to change by CTR OR DESIGNEE after Award of the Contract**

Contractor: \_\_\_\_\_ Contractor Job #: \_\_\_\_\_

Contract #: \_\_\_\_\_ Ordinance #: \_\_\_\_\_ City Work Order #: \_\_\_\_\_

City Facility Name: \_\_\_\_\_ City Facility #: \_\_\_\_\_ EI #: \_\_\_\_\_

Nameplate Information: (Present / Not Present)

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

Visual Inspection:

Volute Wear- Ring Conditions:
EleCTR or designeeical Cables: (Power) _____ / (Controls) _____
Impeller Conditions:
Kellum Grips: Present / Not Present – (Conditions)

Stator Megger Test: \_\_\_\_\_

Cable Megger Test: \_\_\_\_\_

Source Voltages	V <sub>1</sub> =	V <sub>2</sub> =	V <sub>3</sub> =
(Before) Run Loads	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =
(During) Load	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =
(After) Run Loads	I <sub>1</sub> =	I <sub>2</sub> =	I <sub>3</sub> =

Comments and Recommendations:

Stoppage / Blockage -
Digital Photos -

Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By CTR OR DESIGNEE: \_\_\_\_\_ # \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID # S55-L24682**

**COUNTY OF HARRIS**

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

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

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **REPAIR & MAINTENANCE OF AIR COMPRESSORS** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city and  ("Contractor or Vendor"), a corporation doing business in Texas????.

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

**City**

City Purchasing Agent for Director  
of Various Departments  
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
- \* 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 Exhibits "B", "B1", "B2", "B3", "B4", "B5", "B6", "B7", "B8" & "B9."

### 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 **3%** 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 \$ [REDACTED] 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 180 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:

"Additional Services" shall mean other services to repair systems associated with the Air Compressor, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the CTR OR DESIGNEE.

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

"Air Compressors Groups" shall mean the Air Compressors of the size and the drive motors as tabulated in the attachment to Exhibit "B". The Air Compressors are grouped such as to represent the Manufacturer and the size of the units:

- **(AR1):** Air Compressors Group Reciprocating – Single Acting: (Fractional hp to +30 hp)
- **(AR2):** Air Compressors Group Reciprocating – Double Acting / Single Stage: (Fractional hp to +50 hp)
- **(AR3):** Air Compressors Group Reciprocating – Double-Acting / Two-Stage / XLE: (Fractional hp to +200hp)
- **(AR4):** Air Compressors Group – Rotary Screw: (Fractional hp to +200 hp)
- **(AR5):** Air Compressors Group – Rotary Screw – Gas / Diesel: (Fractional hp to +100 hp)
- **(AR6):** Air Compressors Group – EleCTR or designeeic Trailer Mount: (20 hp to +200 hp)
- **Manufacturers:** Atlas-Copco, Quincy, Sull-air, Airdyne, Gardner Denver, Brunner, Ingersoll Rand, Champion, Lincoln, Speed-aire, Power Ignition, Dayton EleCTR or designeeic, Honeywell, Gast.

"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 of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City holidays.

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

"Contractor" 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.

"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 Technical Representative" (CTR) shall mean the representative of the Director of the Appropriate Department assigned to verify services invoiced, maintain a record of available funds, comply with the terms of the contract, and review the contract at the time of renewal.

"Contract Term" is defined in Article IV.

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

"Contractor's Facility" shall mean place of business of the Contractor where the Contractor performs repairs of equipment and machinery for other entities, specifically where the Contractor plans to repair City of Houston Air Compressors of the model and size described in these specifications. The facility shall be equipped with the needed overhead/jib crane(s), lathe(s), drill(s), impeller balancing, pressure washing machine, vibration probes, balancing machine, paint booth, hydraulic press, and testing equipment to do the necessary repair or overhaul work for the Air Compressor in the designated group. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during assembly of the Air Compressors and installation of bearings, gears, seals, valves, pipes and impellers.

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

"Council Motion or Ordinance" shall mean the Official Document passed by the Governing Body designating award(s) and directing the City Purchasing Agent to issue Notice(s) to Proceed.

"Director" means the Director of a City of Houston Department, or the person he or she designates or the City Purchasing Agent for the City or the person he or she designates.

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

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

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

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

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

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

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

"Lock-Out Tag Out" (LOTO) is a safety procedure which is used in industry and research settings to ensure that dangerous machines are properly shut off and not started up again prior to the completion of maintenance or servicing work.

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

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

“Non-Use” is values or quantities that are not associated with actual repair and/or replacement of air compressors.

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

“Original Equipment Manufacturer” (OEM) manufactures products or components that are purchased by another company and retailed under that purchasing company's brand name.

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

“Overtime Labor Rate” (OLR) shall mean the contractor's charge for labor for work performed after contractor's Standard Business Hours. CTR OR DESIGNEE must authorize all overtime prior to the commencement of work.

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

Performance Test" shall mean actions carried out on a piece of equipment to ensure that it can perform its required function(s).

“Preventive Maintenance (PM)” shall mean a program whose mission is to extend the life of equipment and detect critical wear of equipment. PM shall accomplish this via the performance of a series of tasks at variable frequencies (monthly, quarterly, semi-annually or annually) before the equipment fails or breaks down.

“Predictive Maintenance (PdM)” shall mean a program whose mission is to initiate remedies before equipment failures thus extending the life of equipment and preventing critical equipment wear. PdM shall accomplish this via the performance of field inspections (monthly, quarterly, semi-annually or annually) using high technology diagnostic tools and programs that monitor oil, bearing, and vibration analysis trends in equipment operation. Monthly testing and reporting shall establish the priorities that determine the severity of a PdM problem with a machine and the urgency in which maintenance actions shall take place.

“Repair at City of Houston Facilities” (Field-Repair) shall mean that the contractor shall inspect the Air Compressor unit and its accessories at City location, repair, and replace parts to bring the unit to a fail-safe and working condition. The unit shall be put into operation, tested, and all status points recorded including, but not limited to, the vibration in axial, horizontal, vertical planes of the bearings of the drive and the Air Compressor.

“Standard Labor Rate “(SLR) shall mean the Standard, No Specialized Labor Rate.

“Start of Contract Period” shall mean the date specified in the Notice to Proceed from the City Purchasing Agent.

“Non-OEM Parts” shall mean any After Market Part(s) that meets or exceeds Original Equipment Manufacturer's standards.

“Use Quantities” is defined as the value derived from the actual use of air compressors and/or other services associated with Other-Services (i.e. - transporting, installing, preventative maintenance (PM), and etc.).

**EXHIBIT B  
SCOPE OF SERVICES**

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

**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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT G**  
**[DRUG POLICY COMPLIANCE DECLARATION]**

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

**EXHIBIT H  
[FEES AND COSTS]**

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

**EXHIBIT I  
[PAY OR PLAY]**

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