

THE STATE OF TEXAS

BID # S10-L23201

COUNTY OF HARRIS

ORDINANCE # 2009-0988  
CONTRACT # 4600009895

**I. PARTIES**

**1.0 ADDRESS:**

**THIS AGREEMENT FOR INSPECTION, MAINTENANCE AND REPAIRS ON OVERHEAD CRANES AND HOISTS** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **ADVANCED OVERHEAD CRANE SERVICES** ("Contractor or Vendor"), a partnership doing business in Texas.

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

**City**

**Contractor**

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

Richard Wehrmeister, Kirk Wehrmeister and Tim  
Harrington, all as general partners of a partnership  
doing business as Advanced Overhead Crane  
Services  
22531 FM-2100  
Crosby, Texas 77532  
Phone: 281.324.3392  
Fax: 281.324.3185

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
- B-2 CITY OF HOUSTON FACILITIES
- B-3 PREVENTATIVE MAINTENANCE CUMULATIVE CHECKLIST
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- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR PAY OR PLAY

**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):

Richard Wehrmeister, Kirk Wehrmeister and Tim Harrington, all as general partners of a partnership doing business as

WITNESS (if not a corporation):

ADVANCED OVERHEAD CRANE SERVICES

By: [Signature]  
Name: Tim Harrington  
Title: OWNER/SALES

By: [Signature]  
Name: Richard Wehrmeister  
Title: OWNER/GM  
Federal Tax ID Number: 76-0475316

ATTEST/SEAL:

[Signature]  
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]  
Mayor

[Signature]

APPROVED:

COUNTERSIGNED BY:

[Signature]  
City Purchasing Agent

[Signature]  
City Controller [Signature]

DATE COUNTERSIGNED:

10-22-09

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.

9-29-09  
Date

[Signature]  
Legal Assistant

## II. DUTIES OF CONTRACTOR

### 1.0 SCOPE OF SERVICES:

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibits "B," "B-2," "B-3," "B-4," and "H."

### 2.0 INDEMNITY AND RELEASE:

#### 2.1 RELEASE

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

#### 2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

## 2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

## 3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

### 3.3 Defense of Claims

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

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

## 4.0 INSURANCE:

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

or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:

- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
- 4.1.2 Workers' Compensation including Broad Form All States endorsement:  
Statutory amount
- 4.1.3 Automobile Liability insurance:  
\$1,000,000 combined single limit per occurrence  
Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 4.1.4 Employer's Liability:  
Bodily injury by accident \$100,000 (each accident)  
Bodily injury by disease \$100,000 (policy limit)  
Bodily injury by disease \$100,000 (each employee)
- 4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give 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:
  - 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
  - 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

## 5.0 WARRANTIES:

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
  - 5.2.1 that all items are free of defects in title, material, and workmanship,
  - 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
  - 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
  - 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

**6.0 LICENSES AND PERMITS:**

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

**7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

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

**8.0 M/WBE COMPLIANCE:**

- 8.1 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 5% 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 City's Affirmative Action Division and will comply with them.
- 8.2 Contractor shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. M/WBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

**9.0 DRUG ABUSE DETECTION AND DETERRENCE:**

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

- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**10.0 ENVIRONMENTAL LAWS:**

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

**11.0 CONTRACTOR'S PERFORMANCE:**

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

**12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

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

**13.0 CONTRACTOR PAY OR PLAY PROGRAM:**

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

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

### III. DUTIES OF CITY

#### 1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in "Exhibit H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.
- 1.2 Any quantities of services or Deliverables shown in any part of this Contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or deliverables actually ordered and only at the unit prices set out.

#### 2.0 TAXES:

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

#### 3.0 METHOD OF PAYMENT:

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

#### 4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

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

#### 5.0 LIMIT OF APPROPRIATION:

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$356,974.61** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

## "NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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

### 6.0 CHANGES:

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

#### CHANGE ORDER

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

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

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

Signed:  
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

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

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

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

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

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

##### **3.0 RENEWALS:**

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

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

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

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

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

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination

notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

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

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

6.1.1 Contractor fails to perform any of its duties under this Agreement;

6.1.2 Contractor becomes insolvent;

6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

6.1.4 A receiver or trustee is appointed for Contractor.

- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

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

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

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

its performance under this Agreement on the termination date.

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

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

**V. MISCELLANEOUS**

**1.0 INDEPENDENT CONTRACTOR:**

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

**2.0 FORCE MAJEURE:**

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
- 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

**3.0 SEVERABILITY:**

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

**4.0 ENTIRE AGREEMENT:**

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

**5.0 WRITTEN AMENDMENT:**

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

**6.0 APPLICABLE LAWS:**

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

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

**7.0 NOTICES:**

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

**8.0 NON-WAIVER:**

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

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

**9.0 INSPECTIONS AND AUDITS:**

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

**10.0 ENFORCEMENT:**

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

**11.0 AMBIGUITIES:**

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

**12.0 SURVIVAL:**

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

**13.0 PARTIES IN INTEREST:**

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

**14.0 SUCCESSORS AND ASSIGNS:**

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

**15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:**

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

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

**16.0 REMEDIES CUMULATIVE:**

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

**17.0 CONTRACTOR DEBT:**

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

**EXHIBIT "A"**  
**DEFINITIONS**

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

"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.

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Cost Estimate" shall include a detailed cost to repair all items found during the inspection and Preventive Maintenance phase that are deemed to be either unsafe or that will appreciably affect the effective operation of the crane. Cost estimates shall include travel time, if applicable.

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

"Cranes and Hoists Groups" shall mean the cranes and hoists of the sizes as tabulated in the spreadsheet, attachment to Exhibit B-4. They are grouped such as to represent the manufacturer and the size of the units:

Group CRN1: Cranes and Hoists by Various Manufacturers	Fractional to 3-Ton
Group CRN2: Cranes and Hoists by Various Manufacturers	4-Ton to 7.5-Ton
Group CRN3: Cranes and Hoists by Various Manufacturers	8-Ton to 22-Ton
Group CRN4: Mobile Cranes by Various Manufacturers	7-Ton
Group CRN5: Mobile Cranes by Various Manufacturers	17-Ton

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

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

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

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

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

"Parties" mean all the entities set out in the Preamble 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).

"Travel-Time" shall mean a single roundtrip made by Contractor to and from Contractor's facility to a City facility where Contractor is to perform work. ~~Whenever used, only one travel-time is allowed in a day.~~

**EXHIBIT "B"**  
**SCOPE OF WORK**

**1.0 GENERAL REQUIREMENTS**

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools materials, equipment, supplies, facilities, and transportation necessary to provide precision repair services, scheduled inspections, performance tests, and certifications for cranes and hoists of Wastewater Operations, a Division of the Department of Public Works and Engineering and other divisions, the Solid Waste Department and the Fire Department. The cranes and hoists are grouped as CRN1, CRN2, CRN3, CRN4, and CRN5 to indicate the manufacturer and the size of the units located at City facilities as defined in **Section 16.0 of Exhibit "B" and as listed in Exhibit "A," "B-2" and "B-4."**
- 1.2 Contractor shall comply with latest edition of applicable federal standards, OSHA regulations, state and local codes, and industry standards which include mandatory rules relating to crane and hoist inspection, maintenance, repair and certification. They shall include, but shall not be limited to, the following:
- |        |               |  |
|--------|---------------|--|
| 1.2.1  | NFPA 70       | National Electric Code   |
| 1.2.2  | OSHA 1910.179 | Overhead and Gantry Cranes                                       |
| 1.2.3  | OSHA 1910.180 | General Industry Mobile Cranes (for Construction)                |
| 1.2.4  | OSHA 1926.550 | Cranes and Derricks  |
| 1.2.5  | ANSI B30.2    | Overhead and Gantry Cranes (Top-running Bridge, Multiple Girder) |
| 1.2.6  | ANSI B30.5    | Standards for Cableways, Cranes, Derricks, Hoists, Jacks/Slings  |
| 1.2.7  | ANSI B30.17   | Overhead and Gantry Cranes (Top-running Bridge, Single Girder)   |
| 1.2.8  | ANSI B30.9    | Slings   |
| 1.2.9  | ANSI B30.11   | Monorails and Under-hung Cranes                                  |
| 1.2.10 | ANSI B30.16   | Overhead Hoists  |
| 1.2.11 | ANSI HST- 1M  | Performance Standards for Electric Chain Hoists                  |
| 1.2.12 | ANSI HST- 2M  | Performance Standards for Hand Chain Manually-Operated Hoists    |
| 1.2.13 | ANSI HST- 3M  | Performance Standards for Manual Lever Chain Hoists              |
| 1.2.14 | ANSI HST- 4M  | Performance Standards for Overhead Electric Wire-Rope Hoists     |
- 1.2.15 The above referenced standards can be found at [www.osha.gov](http://www.osha.gov) and [www.nfpa.org](http://www.nfpa.org).
- 1.3 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 that may include qualified electricians, mechanics, and operators.
- 1.4 At a City location, the Contractor's repair technicians shall coordinate with the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** and/or their designated representative to perform all work.
- 1.5 The Contractor shall perform and scheduled preventive maintenance, necessary mechanical repair, electrical adjustments, inspection of cranes, hoists, slings, wire rope, chain, hooks, clamps, and eyes to ensure that all components of the system are in a safe and efficient operating condition.
- 1.6 The Contractor shall perform **RATED LOAD TEST (PERFORMANCE TEST)** and issue certifications of cranes and hoists, as often as required by regulations and codes or whenever

requested by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**. Any Load Test shall be approved by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** prior to testing and shall be performed in accordance with ANSI/ASME B30.17 (paragraph 17-2.2.2), B30.11 (paragraph 11-2.2.2), or B30.16 (paragraph 16-2.2.2), as applicable.

- 1.6.1 Departments will require load testing and certification **any time a hoist has a major overhaul performed on a load carrying component, i.e. hoist gear train, gear box or mechanical load brakes, a load test will be required and certification issued upon the completions of said repairs**. Also, the Fire Department is requiring that anytime a load cable is replaced, the Contractor must provide a "load-test certificate" from the manufacturer of the cable.
- 1.7 The Contractor shall follow the recommendations of ANSI Standard B30.16 for chain-hoist maintenance.
- 1.8 The Contractor shall carry out the inspection, maintenance, and repair procedures by personnel qualified by professional trade and verified by widely accepted or recognized standards covering the specific skills or knowledge required.
- 1.9 The Contractor shall carry out all inspections and performance tests in compliance with applicable OSHA regulations, ANSI standards, state and local codes. The Contractor shall submit all test and certification documents to the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** within twenty-four (24) hours after completion.
- 1.10 The Contractor shall immediately report defects resulting in safety hazards in writing to the on **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**. **THE CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall immediately take the equipment out of service and "Red Tag" it.
- 1.11 The City prefers (and the Official Bid Forms shall be based on the understanding) that new "OEM" parts shall be used in the repair of its cranes and hoists. If Contractor plans to use a part other than an OEM part for repair of a cranes and hoists, the Contractor shall submit a request to the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** detailing the part and the reason for its use in place of an OEM part for evaluation, review, and approval of the part by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**.
- 1.12 Contractor shall inspect cranes and hoists at a City facility, and if repair can be performed on site, Contractor shall perform the needed repair at a City location. If the needed repair cannot be performed at the City facility, Contractor shall remove the unit from its location, pick up and transport the unit to Contractor's repair facility, disassemble, inspect, prepare scope of work, repair, replace parts with new (OEM)-specified or approved parts, reassemble unit, return the repaired unit to a City facility, put back in its location, start, and perform a test-run of all functions. Contractor shall not remove any equipment from City property without authorized City of Houston "Return Authorization Form."
- 1.13 Contractor shall, unless otherwise instructed by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**, lubricate all bearings with (OEM)-specified greases.
- 1.14 Contractor shall, unless otherwise instructed by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**, fill the gear box with (OEM)-specified lubricant. If gear box lubricant is contaminated, Contractor shall flush the gear box clean and re-fill with (unless otherwise instructed by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**) "OEM"-specified lubricant.
- 1.15 Where applicable, new belts shall be installed. Belts shall be changed in matched sets and be properly tensioned.

- 1.16 Where hourly work is performed on behalf of the City, the Contractor (and subcontractors of the Contractor) shall fully document the start of the work, time spent on the job, and completion of each job. The documentation shall be a punch card/time-clock or shop record or **work order form** or any other mutually agreed method. **These documents must be submitted for support and verification with final invoice for payment.**
- 1.17 Where hourly work is performed at a City facility, the Contractor (and subcontractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The Contractor shall be paid only for the time worked at the City facility and on the equipment. **Contractor labor hour will begin when contractor arrived at the City facility and ends when the Contractor leaves the City facility. Be sure to have the CTR and/or their designated representative SIGN and write their employee ID number on the Contractor work order form before the job begins and before leaving the City of Houston facility.**
- 1.18 Contractor shall ensure the Dept. ID NO. and/or (EI/ DEPT ID NO.) tag remains attached to the equipment. Contractor shall notify the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** if the (EI/ DEPT ID NO.) tag is damaged or missing.
- 1.19 The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall ensure that (MMS) procedures for tracking the Division's equipment are strictly followed.
- 1.20 The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall ensure the contracted repair expenses (Labor, Material, Equipment) are inserted into PWE equipment tracking system (7i). **THE CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall update (7i) equipment history at PWE.
- 1.21 Contractor shall use "man lifts" at a City location if City has hoisting equipment which is in good working condition, and are certified.
- 1.22 Contractor shall provide at a minimum a 36-foot, single-man lift at Contractor's expense to gain access for the inspection and maintenance of the overhead hoists and cranes. Additional or specialty equipment required to gain access beyond the 36-foot single "man lift" to perform services requested by the City shall be charged to the City at the same cost as for those parts scheduled in **Item-9** of the Official Bid Form.
- 1.23 Contractor shall furnish parts needed for maintenance activities by City personnel, if requested by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**. Contractor shall charge the same cost as for those parts scheduled in **Item-9** of the Official Bid Form.

## **2.0 REPAIR AND REPLACEMENT**

- 2.1 The Contractor shall inspect, repair, and/or troubleshoot assemblies and sub-assemblies of the cranes and hoists unit in lieu of replacement, unless the repair cost of the cranes and hoists exceeds seventy percent (70%) of the cost for replacing it with a new item.
- 2.2 If the cost of repair of a crane and hoist unit or a defective part of the unit exceeds seventy percent (70%) of the cost of replacement for such crane and hoist or part, then the Contractor shall promptly notify the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** for a determination whether or not to repair the crane and hoist.
- 2.3 The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall instruct the Contractor of the decision to proceed with either repair or replace within twenty-four (24) hours.

2.4 The Contractor shall use [Item-9 KC1] of the Official Bid Form to invoice the replacement cost.

### 3.0 SCOPE OF WORK

- 3.1 Upon start of Contract period, and annually thereafter, the Contractor shall make inspections and perform Preventive Maintenance on the cranes and hoists as prescribed in Exhibit "B-1" for the Public Works and Engineering, Fire, and Solid Waste Departments, and the Houston Airport System. Additionally, the Contractor shall prepare a cost-estimate to repair all of those deficiencies found during the Inspection and "Preventive Maintenance" phase that are deemed to be either unsafe or that will appreciably affect the operation of the crane. This cost-estimate shall be submitted to the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** for review and evaluation to determine the actual repairs that will be made.
- 3.2 Contractor shall inspect cranes and hoists at City's Wastewater Treatment facilities and other City facilities, and document the condition of the units, before determining if the repair can be performed at City facility. Contractor shall prepare a scope of the repair work to be carried out at the City location and submit it to the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** within forty-eight (48) hours, for approval. The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall respond within twenty-four (24) hours. The Contractor shall finish the repair work within five (5) business days after receipt of the repair part(s).
- 3.3 If the repair cannot be performed at the City facility, Contractor shall remove the unit from its **location**. Contractor shall ensure that all remaining parts are protected from damage by idleness or other causes. Contractor shall load on Contractor's vehicle and transport/deliver unit to Contractor's repair facility. If a portable unit, the Contractor shall tow the unit to the Contractor's repair facility. Contractor shall use a hoist, crane, etc., for loading. Contractor shall not remove any equipment from City property without authorized City of Houston "Return Authorization Form."
- 3.4 Contractor shall then disassemble the unit and clean all internal parts. Contractor shall inspect all components of the unit of all critical areas to determine if clearances are within OEM tolerances, and to see if parts meet manufacturer's specifications. Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings and seals.
- 3.5 Contractor shall prepare a cost-estimate and fax the estimate within seven (7) business days of pick-up date from City facility, and to the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** for approval. Cost-estimate shall include a brief description of the work to be performed, cost for new replacement parts versus costs for reconditioned parts, and estimated labor hours required to repair cranes and hoists. The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall respond within five (5) business days after receipt of estimate.
- 3.6 Upon acceptance of cost-estimate by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**, Contractor shall proceed with repairs. Repair shall include welding and machining as required. Other services required of Contractor shall include Non-Destructive Examination (NDE), when required. After parts have been repaired, Contractor shall reassemble, test, seal, and paint, as required. All assembled rotating parts shall be dynamically balanced, if applicable. All damaged and replaced parts that are deemed non-repairable shall be retained at the Contractor's facility for thirty (30) business days before disposition. At all times during the repair process, Contractor shall maintain City's equipment in a climate-controlled area. Contractor shall paint the repaired unit to match the OEM paint color.
- 3.7 Contractor shall return the repaired unit to the City facility and re-install.

- 3.8 Contractor shall start and perform a test-run of the unit.
- 3.9 Contractor shall complete the job within twenty-one (21) business days after receiving the go-ahead authorization from the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**.

#### 4.0 REPAIR TECHNICIANS

Contractor's repair technicians shall be certified, preferably company factory-trained, and shall have a minimum of five (5) year's experience in repair, service, maintenance, inspection and certification of the cranes and hoists to be serviced by that person.

#### 5.0 ACCEPTANCE OF REPAIR

- 5.1 Contractor shall re-install the cranes and hoist. The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall inspect the assembled unit before the performance test can begin. The **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** shall be on location within two (2) working days after notification by the Contractor to observe the performance test. However, it is the Contractor's responsibility to notify the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** for witnessing of the performance test and ensure the repaired crane meets all safety requirements of this specification.
- 5.2 If deficiencies are detected, the repair work shall be rejected and Contractor shall make the necessary repairs, adjustments, or replacements.
- 5.3 The City shall not make payment to the Contractor until "ALL" corrective actions are made, and after the equipment repair is accepted by the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE**.

#### 6.0 WORK PROGRESS MONITORING

The City intends to inspect each equipment item during the course of its repair. The Contractor shall satisfy the City by maintaining a repair facility located within a radius of fifty (50) miles of Houston's "City Hall"--which shall be staffed with qualified personnel.

#### 7.0 RESPONSE TIME

Contractor shall be accessible to the City by telephone during normal business hours and shall be available at a City facility (where the unit requires repairs) within twenty-four (24) hours from the time when receiving the call for service.

#### 8.0 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be defined 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.

#### 9.0 LABOR RATE

The labor rate specified by the Contractor shall cover "ALL" labor required to repair the City's equipment. The rate shall include all fringe benefits and overtime.

**All labor hours perform at Contractor or subcontractor facility shall be supported with original time cards and/or contractor work order form along with final invoice. Contractor labor hour shall begin when contractor arrived at the City of Houston facility and ends when the Contractor**

leaves the City of Houston facility. (Contractor shall have the CTR and/or their designated representative SIGN and write their employee ID number on the Contractor work order before the job begins, and after job is completed.)

## 10.0 ADDITIONAL SERVICES

Prior to commencement of any "Additional Services," Contractor shall submit a written Proposal describing the work to be done and including a good-faith estimate of the cost. The Proposal shall include as a minimum a list of repairs, subcontractor(s), and a schedule of the repairs. Contractor shall perform "Additional Services" on a reimbursable, cost-plus basis. Timing of any "additional services" shall be mutually agreed upon between the **CTR AND/OR THEIR DESIGNATED REPRESENTATIVE** and the Contractor.

## 11.0 WARRANTIES

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. The Contractor shall further warrant that all service and replacement parts it provides shall be in strict compliance with all applicable regulations. A minimum warranty of 12 months is required upon completion of repair services. The warranty period shall begin after a satisfactory performance test-run and the day the City officially accepts the repairs. Any warranty work shall be started by Contractor within twenty-four (24) hours after notification, and shall be completed within seventy-two (72) hours upon the start of work.

## 12.0 INVOICES

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

- 12.1.1 City Contract number and work order number.
- 12.1.2 Facility address where services were performed.
- 12.1.3 Beginning and ending service dates, and number of labor hours.
- 12.1.4 Detailed description of services rendered.
- 12.1.5 Parts or components repaired or replaced. Provide part numbers listing before and after discount. If parts are reconditioned, the costs to recondition parts must be listed.
- 12.1.6 Labor hours and rates.
- 12.1.7 Subtotal costs for parts and labor listed separately.
- 12.1.8 Total invoice costs.
- 12.1.9 All unit prices for labor and parts shall be easily identified against the quoted Contract pricing.

12.1.10 Mail invoices to the following Departments:

12.1.10.1 City of Houston  
Public Works & Engineering Department  
Accounts Payable – Service Contracts  
Attn: Craig Foster  
P.O. Box 61449  
Houston, Texas 77208-1449

12.1.10.2 Solid Waste Department  
Attn: Wiley Miller  
P.O. Box 1562  
Houston, Texas 77251

12.1.10.3 Fire Department  
Houston Fire Department  
Accounts Payable  
P.O. Box 3625  
Houston, Texas 77253

12.1.10.4 Houston Aviation Services  
COH Department of Aviation  
Accounts Payable  
P.O. Box 60106  
Houston, Texas 77205-0106

### 13.0 ADDITIONS AND 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, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added shall be subject to the Contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under Contract, the charges therefore shall then be the Contractor's normal and customary charges or rates for the equipment, locations, and/or services classified in the fee schedule.

### 14.0 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 maintenance, inspection and repair services during the term of this Contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good-faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual Agreements/obligations the Contractor enters into, based on the City purchasing/requiring all the quantities specified herein.

### 15.0 WARRANTY OF SERVICES

- 15.1 "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.
- 15.2 "Correction" as used in this clause, means the elimination of a defect.
- 15.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract shall, 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.
- 15.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may (by Contract or otherwise) correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

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

**16.0 SITE VISITS BY CONTRACTOR**

16.1 Contractor shall be encouraged to visit the City facilities and job sites where cranes and hoists covered by this Contract are located. A site visit will be arranged during normal working hours at any number of the following locations:

16.1.1	Major Wastewater Plants:	Mr. Johnny Rubio	(713) 671-4223
16.1.2	Satellite Wastewater Plants:	Mr. Ali Khairndish	(713) 641-9173
16.1.3	Fleet Management:	Mr. Richard Taylor	(713) 671-3431
16.1.4	Water Production Location:	Mr. James Thornton	(713) 741-7604
16.1.5	Solid Waste Location:	Ms. Karen Bledsoe	(713) 699-7950
16.1.6	Fire Logistic Command Center:	[ FLEET ]	(713) 247-5000
16.1.7	Houston Airport System:	Mr. Robert Lamy	(281) 230-8780

**17.0 STATE OF TEXAS ELECTRICAL CONTRACTOR'S LICENSE**

17.1 Contractor shall maintain a valid license through the duration of the Contract period.

17.2 Any electrical work being performed during the course of this Contract shall be performed only by a Texas Licensed Electrical Contractor.

**18.0 CONTRACT COMPLIANCE**

18.1 The City reserves the right to monitor this Contract to ensure that the Contractor is providing the goods or services required in strict accordance Contract specifications, as well as complying with the Contract terms and conditions.

18.2 Monitoring may take the form of, but not limited to:

18.2.1 Inspection, testing, and/or sampling of goods delivered or to be delivered.

18.2.2 Review of deliveries received for accuracy and timeliness.

18.2.3 Review of Contractor's invoices for accuracy.

18.2.4 Review of certifications and/or licenses.

18.2.5 Site visits.

18.2.6 The Contract Compliance Section of the applicable department(s) shall be responsible for Contract compliance on this Contract.

**19.0 PRE-PERFORMANCE MEETING**

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

**EXHIBIT B-2  
CITY OF HOUSTON FACILITIES**

**PUBLIC WORKS & ENGINEERING DEPARTMENT**

<b>Dept.</b>	<b>Plant</b>	<b>Address</b>	<b>Phone</b>
PW&E	Clinton Dr Wastewater Treatment Plant	9030 Clinton Dr.	713-450-5187
PW&E	Clinton Dr Lift Station	4039 Clinton Dr.	713-450-5187
PW&E Major	69th Street Wastewater Treatment Plant	2525 S/Sgt. Macario Garcia Dr.	(713) 671-4200
PW&E Major	69th Street Sludge Processing Facility	2525 S/Sgt. Macario Garcia Dr.	(713) 641-4200
PW&E Major	Almeda Sims Wastewater Treatment Plant	12319 1/2 Almeda Road	(713) 434-3613
PW&E Major	Sims Bayou Wastewater Treatment Plant	9500 Lawndale	(713) 928-4700
PW&E Major	Sims Bayou South Wastewater Treatment Plant	3100 Old Galveston Road	(713) 847-4648
PW&E Major	Southwest Wastewater Treatment Plant	4211 Beechnut Street	(713) 662-8036
PW&E Satellite	Beltway Wastewater Treatment Plant	10518 Bellaire Blvd.	(713) 498-4127
PW&E Satellite	Easthaven Wastewater Treatment Plant	8545 Scranton	(713) 948-9060
PW&E Satellite	Greenridge Wastewater Treatment Plant	6301-1#1 Fuqua, W.	(281) 437-6239
PW&E Satellite	Keegans Bayou Wastewater Treatment Plant	9400 White Chapel Lane	(713) 272-3681
PW&E Satellite	Northwest Wastewater Treatment Plant	5423 Mangum Road	(713) 683-6789
PW&E Satellite	Park Ten M.U.D. Wastewater Treatment Plant	16500 Park Row	(281) 599-3349
PW&E Satellite	Southeast Wastewater Treatment Plant	9610 Kingspoint	(281) 484-9511
PW&E Satellite	Turkey Creek Wastewater Treatment Plant	1147 Enclave Parkway	(281) 752-3854
PW&E Satellite	Upper Brays Wastewater Treatment Plant	13525 Old Westheimer	(281) 752-2229
PW&E Satellite	West District Wastewater Treatment Plant	255 Isolde	(713) 937-0433
PW&E Satellite	White Oak Wastewater Treatment Plant	7103 Gulf Bank Road, W.	(713) 948-9057
PW&E Satellite	W.C.I.D. #47	7410 Galveston Road	(713) 948-9060
PW&E Satellite	W.C.I.D. #111	10601 Huntington Point	(713) 654-2299
PW&E	Water Production Plant #1	12555 Clinton Drive	(713) 450-5187
PW&E	Water Production Plant #2	12555 Clinton Drive	(713) 450-5187
PW&E	Water Production Plant #3	2300 Federal Road	(713) 934-5407
PW&E	Water Production Surface Plants	7004 Ardmore	(713) 741-7604
PW&E Satellite	Metro Central Wastewater Treatment Plant	12815 Galveston Rd.	(281) 218-8763
PW&E Fleet	Gillette Truck Repair Shop	801 Gillette	(713) 374-2904
PW&E Fleet	Gillette Tractor Repair Shop	801 Gillette	(713) 374-2907
PW&E Fleet	Airline Repair Shop	8002 Airline	(281) 847-9081
PW&E Fleet	Burruss Repair Shop	802 E. Burruss	(713) 654-2352
PW&E Fleet	Dalton Repair Shop	2700 Dalton	(713) 641-7878
PW&E Fleet	Renwick Repair Shop	7101 Renwick	(713) 295-5671
PW&E Fleet	Teague Repair Shop	5900 Teague	(713) 856-3114
PW&E	Traffic & Transportation Division	2200 Patterson	(713) 837-0661
PW&E DWOPS	Acres Home Plant	1810 Dolly Wright	(281)-750-6637
PW&E DWOPS	Bellaire Braes Plant	12423 Bellaire Blvd	(281)-750-6637
PW&E DWOPS	District 254	13865 Breton Ridge	(281)-750-6637
PW&E DWOPS	District 175	1207 Arrow Hill	(281)-750-6637
PW&E DWOPS	District 223	13301 Sand Bridge	(281)-750-6637
PW&E DWOPS	District 218	12705 Brantrock	(281)-750-6637
PW&E DWOPS	Katy Addicks Plt	11500 Old Katy Rd	(281)-750-6637
PW&E DWOPS	Katy Addicks Re-Pump	1456 Birtmore	(281)-750-6637

**EXHIBIT B-2  
CITY OF HOUSTON FACILITIES**

**PUBLIC WORKS & ENGINEERING DEPARTMENT (CONTINUED)**

<b>Dept.</b>	<b>Plant</b>	<b>Address</b>	<b>Phone</b>
PW&E DWOPS	Memorial West Mud	16005 Katy Frwy	(281)-750-6637
PW&E DWOPS	West Houston #3	14925 S. Richmond	(281)-750-6637
PW&E DWOPS	Chasewood Plt	7650 Chasewood	(281)-750-6637
PW&E DWOPS	Jersey Village Plt	7207 Fairview	(281)-750-6637
PW&E DWOPS	Gulfway #2 Plt	15004 McConn	(281)-750-6637
PW&E DWOPS	Ridgemont Plt	15908 Ridgeroe	(281)-750-6637
PW&E DWOPS	Sims Bayou Plt	13840 Croquest	(281)-750-6637
PW&E DWOPS	Southwest Plt	4410 Westpark	(281)-750-6637
PW&E DWOPS	Spring Branch Plt WL#1	9400 Kempwood	(281)-750-6637

**HOUSTON FIRE DEPARTMENT**

<b>Dept.</b>	<b>Plant</b>	<b>Address</b>	<b>Phone</b>
HFD	Fire Logistic Command Center -- Fleet	1205 Dart Street	(713) 247-5000

**HOUSTON AIRPORT SYSTEM**

<b>Dept.</b>	<b>Plant</b>	<b>Address</b>	<b>Phone</b>
HAS	Weld Shop Building E262	4500 Will Clayton Prkwy	281/230-8780
HAS	Runway 9-27	17850 JFK Blvd	281/230-8780
HAS	FAA Tower	4306 Will Clayton Prkwy	281/230-8780
HAS	Airside	4202 Will Clayton Prkwy	281/230-8780

**SOLID WASTE MANAGEMENT DEPARTMENT**

<b>Dept.</b>	<b>Plant</b>	<b>Address</b>	<b>Phone</b>
SWM	Northwest Service Center	1245 Judiway	(713) 956-8495
SWM	Southwest Service Center	11500 South Post Oak	(713) 551-7331
SWM	Northeast Service Center	5617 Neches	(713) 699-7927
SWM	Northeast Light Vehicles	5703 Eastex Fwy.	(713) 699-7927
SWM	Southeast Service Center	1506 Central	(713) 928-4118
SWM	Southeast Service Center (Rebuild Shop)	1502 Central	(713) 928-4118
SWM	Northwest Service Center	1245 Judiway	(713) 956-8495

**EXHIBIT B-3  
CRANES AND OVERHEAD HOISTS  
PREVENTATIVE MAINTENANCE CUMULATIVE CHECKLIST**

Upon completion of the preventive maintenance inspection (PM) a typed report (summarizing all items found non-compliant with the minimum ANSI Standards and minimum Manufacturer Standards shall be properly identified with recommended corrective actions to be taken listed in a prioritized repair list. The cost of these recommended repairs shall be itemized into two categories: 1) labor, and 2) material. The following are minimum requirements for annual, comprehensive visual inspections:

ITEM NO.	ITEMS TO BE INSPECTED	DESCRIPTION OF INSPECTION
1.	Machine components	Lubricate all machine components according to manufacturer's specifications.
2.	Oil reservoirs	Inspect all oil reservoir levels and add oil as required.
3.	Oil leaks	Inspect for any oil leaks and report them on service report.
4.	Bridge and trucks	Inspect for bent or damaged members, evidence of loose bolts, rivets, guards, and broken welds.
5.	Trolley and rails	Inspect for bent or damaged members, evidence of loose bolts, rivets, guards, rail clamps, and broken welds.
6.	Runway rails and clamps	Inspect for loose, broken or missing rail clamps, bolts, wedges, connectors, end stops, and rail switches.
7.	Handrails, walkways, and ladders	Inspect for loose, missing, bent deteriorated, loose, members, bolts, rivets, welds, and hangers.
8.	End stops, sweeps and bumpers	Inspect for loose, broken or bent bumper members, sweeps and end stops.
9.	Guards	Inspect for loose, missing, broken, or bent members.
10.	Crane alignment	Inspect for unusual wear on rails. Run crane, bridge, or trolley assembly against end rail stop to check alignment.
11.	Bridge wheels and bearings	Inspect for wear, flat spots, chips, flange wear, cracks, loose axle-pins, or securing devices. <u>Wheel bearings:</u> Inspect clearance, chatter, loose bearing caps, and lubrication.
12.	Bridge, trolley & hoists Shafts and coupling	Inspect shafts for vibration, cuts, nicks, loose or worn keyways, and misalignment. Inspect couplings for wear, loose bolts, keys, and misalignment. Inspect bearings for clearance, chatter, loose bearing caps and lubrication.
13.	Bridge, trolley & hoists Gears and cases	Inspect gears for worn teeth, loose set screws and keys. Inspect guards and covers. Check gear cases for excessive noise and vibration, and proper lubrication.
14.	Bridge, trolley & hoist Brakes	Inspect for wear in linkage, pins and cams, weakness of springs, wear and condition of lining, smoothness of drum and clearance between drum or disk brakes. Inspect for improper solenoid air gap; evidence of overheating, damaged brass, air gap material, and loose core lamination, delay or restriction in opening of brakes. Check fluid level.
15.	Hoist sheaves	Inspect for wear, damage, sheave groove radius, lube lines, bushings, pin locking bar, bolts, and lube fittings.
16.	Hoist load hooks and blocks	Inspect for damage, wear to hook, proper operation of load hook safety latch, nuts, "mousing" device, and swivel. Inspect blocks for wear to sheaves, check plates, loose pins, bolts, and guards. Inspect drip pans securing bolts, gaskets, damage and clearance.

**EXHIBIT B-3**  
**CRANES AND OVERHEAD HOISTS**  
**PREVENTATIVE MAINTENANCE CUMULATIVE CHECKLIST**

Upon completion of the preventive maintenance inspection (PM) a typed report (summarizing all items found non-compliant with the minimum ANSI Standards and minimum Manufacturer Standards shall be properly identified with recommended corrective actions to be taken listed in a prioritized repair list. The cost of these recommended repairs shall be itemized into two categories: 1) labor, and 2) material. The following are minimum requirements for annual, comprehensive visual inspections:

ITEM NO.	ITEMS TO BE INSPECTED	DESCRIPTION OF INSPECTION
17.	Hoist wire rope, fastenings and terminal hardware	Inspect wire rope, sockets, swivels, trunions, and connections for damage, broken wire/strands and proper lubrication. Lubricate as required.
18.	Capacity signs	Inspect for mounting bolts, brackets, and damage. Check markings on load signs for proper rating.
19.	Main disconnect switch	Operate switch, inspect supports (or) operating members, overheating, and loose connections.
20.	Trolley conductors and collectors	Inspect insulators, clamps, connectors, wires, collectors, shoes, and loose (or) damaged (or) misaligned wheels.
21.	Main conductors and collectors	Inspect insulation, clamps, connectors, collectors, wires, shoes, and wheels.
22.	All wiring and fuses	Inspect all connections, insulation, and readily accessible wiring for evidence of overheating and deterioration.
23.	Bridge, trolley & hoists Control panel and relays	Inspect all contacts for proper alignment, signs of excess heating or unusual arcing. Inspect all coils, contact leads, shunts and wires, fuses or overload devices for loose connections and signs of overheating. Inspect panel boards and arc shields for cracks, loose bolts, dirt and moisture. Check panel markings for legibility. Inspect speed control resistors for damaged segments or parts. Inspect all insulation and connections for signs of overheating.
24.	Bridge, trolley & hoists Controller	Inspect for loose tension springs, broken, cracked, or loose handles, rough or burned contact segments, segment dividers, insulators and proper contact pressure, unusual arcing, worn or loose cams, rollers or bins and loose connections. Check identifying and direction labels. Inspect all insulation and connections for signs of overheating.
25.	Bridge, trolley and hoist motors	Inspect for damage, bearing noise, vibration and lubrication. Inspect "commutators," slip rings and brushes for evidence of sparking, excessive brush wear or improper seating. Check brush holder for missing hardware, proper alignment, and spring tension.
26.	Hoist limit switches	Inspect all electrical and mechanical components for malfunction including contacts, springs, ratchets, pins, arms, insulators, rollers, cams and dogs. Inspect gaskets, counterweights, guides, securing bolts, and guards.
27.	Bridge lighting system	Inspect lighting fixtures for damaged support, brackets, sockets, globes or lenses. Inspect wiring for loose connections and damaged conductors. Inspect raceway system for missing straps, loose or damaged conduits and junction boxes.

**EXHIBIT B-3**  
**CRANES AND OVERHEAD HOISTS**  
**PREVENTATIVE MAINTENANCE CUMULATIVE CHECKLIST**

Upon completion of the preventive maintenance inspection (PM) a typed report (summarizing all items found non-compliant with the minimum ANSI Standards and minimum Manufacturer Standards shall be properly identified with recommended corrective actions to be taken listed in a prioritized repair list. The cost of these recommended repairs shall be itemized into two categories: 1) labor, and 2) material. The following are minimum requirements for annual, comprehensive visual inspections:

ITEM NO.	ITEMS TO BE INSPECTED	DESCRIPTION OF INSPECTION
28.	Warning devices	Inspect for proper operation or sirens, horns, bells, and lights. Check switches and inspect wiring and connections.
29.	Safety switches	Inspect all safety switches for proper operation. Check wiring and connections for evidence of overheating.
30.	Trolley wheels and bearings	Inspect wheels for wear, flat spots, chips, flange wear, cracks, loose axle-pins or securing devices. <u>Wheel bearings:</u> Inspect clearance, chatter, loose bearing caps, and lubrication.
31.	Load drum	Inspect for wear, cracks, sharp ridges, bearing clearance, noise, vibration, and lubrication.
32.	Auxiliary Hoist Shafts and Couplings	Check for worn keyways & tightness of shaft & couplings
33.	Main Hoist Load Brake	Check for proper operation
34.	Auxiliary Hoist Load Brake	Check for proper operation
35.	Trolley Control Panel and Relays	Open control panel & inspect components for wear & proper operation. Check that all electrical connections are tight and that controllers are properly protected per NEC (Fuses, Overloads, Etc.)
36.	Auxiliary Hoist Gears and Cases	Check oil levels and fill as necessary
37.	Bridge Gears and Cases	Check oil levels and fill as necessary
38.	Bridge Brakes	Remove covers, check for proper operation. Inspect for wear and adjust as necessary
39.	Main Hoist Magnetic Brake	Remove covers, check for proper operation. Inspect for wear and adjust as necessary
40.	Auxiliary Hoist Magnetic Brake	Remove covers, check for proper operation. Inspect for wear and adjust as necessary
41.	Bridge Motor	Inspect slip rings & brushes for wear.
42.	Magnetic Cable Reel	Verify that torque settings are correct. Check cord for damage or wear. Insure that all electrical connections are tight.
43.	Main Hoist Gears and Cases	Check oil levels and fill as necessary

**NOTE:** The inspection will include topping of oil levels, lubrication of the crane, adjusting of brakes, minor repairs, and non-destructive testing (NDT) of hoist hooks.

**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

DESCR & TYPE	FACILITY NAME & LOCATION	FAC NO	MANUFACTURER / MAKE	PART NO.	DEPT. ID/NO.	MODEL NO.	SERIAL NO.	CAPACITY	GROUP	ELECT.	MAN	POWER SUPPLY	DEPART.	COMMENTS
CRANE	BAY 18 FAB SHOP	38	ANCHOR	N/A	G191213	N/A	103388	1 TON	CRN 1	X	N/A	480 V	HFD	
HOIST	BAY 18 FAB SHOP	18	BLUGST	SPD	G191213	8303	1088	1 TON	CRN 1	X	N/A	N/A	HFD	
CRANE	BAY 18 FAB SHOP	18	LOAD LIFTER	N/A	G191214	N/A	27001	3 TON	CRN 1	X	N/A	480 V	HFD	
HOIST	BAY 18 FAB SHOP	18	LOAD LIFTER	SPD	G191214	108751-1	36-87067	3 TON	CRN 1	X	N/A	N/A	HFD	
CRANE	BAY 26 HWY EQUIP	26	LOAD LIFTER	N/A	G191215	N/A	27900	5 TON	CRN 2	X	N/A	440 V	HFD	
HOIST	BAY 26 HWY EQUIP	26	DETROIT	SPD	G191215	N/A	147672	5 TON	CRN 2	X	N/A	N/A	HFD	
CRANE	BAY 10 AMBULANCE	10	ANCHOR	N/A	G191216	N/A	103388	5 TON	CRN 2	X	N/A	480 V	HFD	
HOIST	BAY 10 AMBULANCE	10	SHAW BOX	SPD	G191216	N/A	N/A	5 TON	CRN 2	X	N/A	N/A	HFD	
CRANE	BAY 30 BODY SHOP	30	ANCHOR	N/A	G191217	N/A	100687	5 TON	CRN 2	X	N/A	480 V	HFD	
HOIST	BAY 30 BODY SHOP	30	SHAW BOX	SPD	G191217	K8-8355E	318288-17	5 TON	CRN 2	X	N/A	N/A	HFD	
CRANE	BAY 30 BODY SHOP	30	ANCHOR	N/A	G191218	N/A	305118	1 TON	CRN 1	X	N/A	480 V	HFD	
HOIST	BAY 30 BODY SHOP	30	SHAW BOX	SPD	G191218	K8-8355E	114482-4	1 TON	CRN 1	X	N/A	N/A	HFD	
OVERHEAD CRANE	FLEET MAINTENANCE SHOP, 5000 TEAGUE	N/A	PROSERY ANCHOR	N/A	N/A	N/A	P03067	3 TON	CRN 1	X	N/A	N/A	HFD	
OVERHEAD CRANE	FLEET MAINTENANCE TRUCK SHOP 801	N/A	YALE	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	
OVERHEAD CRANE	GLLETTE FLEET MAINTENANCE TRUCK SHOP 801	N/A	YALE	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	
OVERHEAD CRANE	GLLETTE FLEET MAINTENANCE TRUCK SHOP 801	N/A	DAVID ROUND	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	
OVERHEAD CRANE	GLLETTE FLEET MAINTENANCE TRUCK SHOP 801	N/A	DAVID ROUND	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	
OVERHEAD CRANE	GLLETTE FLEET MAINTENANCE TRACTOR SHOP 801	N/A	DAVID ROUND	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	
OVERHEAD CRANE	GLLETTE FLEET MAINTENANCE TRACTOR SHOP 801	N/A	DAVID ROUND	N/A	N/A	N/A	N/A	3 TON	CRN 1	N/A	X	N/A	PWE	



**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

DESCRI & TYPE	FACILITY NAME & LOCATION	FAC NO.	MANUFACTURER / MAKE	PART NO.	DEPT. TO NO.	MODEL NO.	SERIAL NO.	CAPACITY	GROUP	ELECT	MAN.	POWER SUPPLY	DEPART.	COMMENTS
Overhead Crane & Hoist	Southwest Treatment Plant adjacent to Station	180	Link-Belt	N/A	N/A	LS-108H II	LS-2-S088	50 Ton	CRNS	N/A	X	Hydraulic	PWE	
Overhead Crane & Hoist	Southwest Treatment Plant Effluent Lift Station	190	Quincy	N/A	N/A	N/A	N/A	10 Ton	CRNS	X	N/A	N/A	PWE	
Overhead Crane & Hoist	Southwest Treatment Plant Effluent Lift Station	190	Yale	N/A	N/A	N/A	N/A	10 Ton	CRNS	X	N/A	N/A	PWE	
Overhead Crane & Hoist	Southwest Treatment Plant Shower Bldg #1	180	Yale	N/A	N/A	N/A	N/A	8 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	Alameda Sine Treatment Plant 12810 1/2 Alameda Rd	608	Quincy	N/A	N/A	N/A	N/A	10 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	Alameda Sine Treatment Plant 12335 Alameda Rd	608	Powers Anchor	N/A	N/A	N/A	N/A	20 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane	Sine North Treatment Plant	185	Quincy	N/A	N/A	N/A	N/A	10 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	Sine North Treatment Plant	185	Merrill Maxwell & Mcorn, Inc.	N/A	N/A	N/A	N/A	10 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	60' Street Treatment Plant	400	Cummins Hoist Co.	N/A	N/A	N/A	N/A	10 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	60' Street Treatment Plant	400	Quincy	N/A	N/A	N/A	N/A	15 Ton	CRNS	X	N/A	N/A	PWE	
Overhead Crane & Hoist	Plant #1 12565 Canton Drive	500	Shawnee Lumber	N/A	N/A	N/A	N/A	20 Ton	CRNS	N/A	X	N/A	PWE	
Overhead Crane & Hoist	Plant #1 12565 Canton Drive	500	Cummins Zepher	N/A	N/A	N/A	N/A	10 Ton	CRNS	N/A	X	N/A	PWE	
Mobile Crane	60' Street	400	P & H	N/A	N/A	N/A	N/A	7 Ton	CRMA	N/A	N/A	N/A	PWE	
Mobile Crane	60' Street	400	P & H	N/A	N/A	N/A	N/A	22 Ton	CRME	N/A	N/A	N/A	PWE	

**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

LOSER #	FACILITY NAME & LOCATION	FAC NO	MANUFACTURER / MAKE	PART NO	DEPT ID NO	MODEL NO	SERIAL NO	CAPACITY	GROUP	ELECT	MAN	POWER SUPPLY	DEPART	COMMENTS
PS3-POL2 ELECTRIC HOIST/PUMP SW: DH-FRM	ACTRESS HOME PLANT	001	N/A		855214	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 ELECTRIC HOIST/2 CYL RM: EM-CY-W	ACTRESS HOME PLANT	001	MESB	N/A	855197	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 ELECTRIC HOIST/2 CYL RM: MH-POL2	ACTRESS HOME PLANT	001	MESB		855191	N/A	N/A	N/A	CRNT		X		PWE	
PS3-POL2 ELECTRIC HOIST	BILLIARD ROOMS P.L. 1W23 BELLARE BLDG	002	N/A		850744	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 ELECTRIC HOIST/2 CYL RM: EM-CY-W	CENTRAL PLT-105 SABINE	003	N/A		857556	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 MANUAL HOIST/PUMP RM: MH-PWR	CENTRAL PLT-105 SABINE	003	N/A		857901	N/A	N/A	N/A	CRNT				PWE	
PS3-POL2 ELECTRIC HOIST	LEGIT PLANT	004	N/A		850748	N/A	N/A	N/A	CRNT	X	X		PWE	
PS3-POL2 ELECTRIC HOIST PUMP ROOM/3- PHM	SATY ADDRESS PLANT	005	N/A		850751	N/A	N/A	N/A	CRNT				PWE	
PS3-POL2 HOIST/ELECTRIC SW: I	SATY ADDRESS PLANT	005	N/A		850841	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 HOIST/ELECTRIC SW: I	SATY ADDRESS PLANT	005	N/A		850842	N/A	N/A	N/A	CRNT	X			PWE	
PS3-POL2 HOIST/MANUAL M-1	NORTHLAST PLANT	005	N/A		850747	N/A	N/A	N/A	CRNT		X		PWE	
PS3-POL2 ELECTRIC HOIST/PUMP SW: DH-FRM	UBS BLDG PLANT	005	N/A		850742	N/A	N/A	N/A	CRNT		X		PWE	



**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

DESCR & TYPE	FACILITY NAME & LOCATION	FAC ID	MANUFACTURER / MAKE	PART NO.	DEPT. (D.NO.)	MODEL NO.	SERIAL NO.	CAPACITY	GROUP	ELECT	MAN	POWER SUPPLY	DEPART	COMMENTS
ELECTRICAL ELECTRICAL ELECTRICAL	PARDALE PLANT	UAC	N/A	N/A	60728	N/A	N/A	N/A	CRNT		N/A	N/A	PWE	
ELECTRIC HOIST	ROBERTS PLANT	032	N/A	N/A	60748	N/A	N/A	N/A	CRNT		N/A	N/A	PWE	
ELECTRICAL HOIST/IMP ELECTRICAL	JERRY VILLAGE PLANT	U77	N/A	N/A	60226	N/A	N/A	N/A	CRNT		N/A	N/A	PWE	
ELECTRICAL HOIST/IMP IMP EN-PRM	GREEN PLEACE PLANT	U77	N/A	N/A	60340	N/A	N/A	N/A	CRNT	X		N/A	PWE	
MECHANICAL HOIST/CRANE IMP-PUMP ROOM	REYNOLDS MID 82 PLANT	036	N/A	N/A	60336	N/A	N/A	N/A	CRNT		X		PWE	MECHANICAL HOIST/CRANE/IMP PUMP ROOM
MECHANICAL MANUAL HOIST IMP-PUMP IMP-PUMP	ROGEMONT PLANT	U50	N/A	N/A	61052	N/A	N/A	N/A	CRNT		X		PWE	MECHANICAL HOIST/IMP-PUMP IMP-PUMP
MECHANICAL MANUAL HOIST IMP-PUMP	ROGEMONT PLANT	036	N/A	N/A	61050	N/A	N/A	N/A	CRNT		X		PWE	MECHANICAL HOIST/IMP-PUMP
MECHANICAL MANUAL HOIST/IMP CYLINDR	ROGEMONT PLANT	U50	N/A	N/A	61060	N/A	N/A	N/A	CRNT		X		PWE	MECHANICAL HOIST/IMP-PUMP
MECHANICAL ELECTRICAL HOIST/IMP	CHALMERS PLANT	036	N/A	N/A	60758	N/A	N/A	N/A	CRNT	X			PWE	MECHANICAL HOIST/IMP-PUMP
MECHANICAL MANUAL HOIST/IMP IMP-PUMP	CHALMERS PLANT	036	N/A	N/A	60758	N/A	N/A	N/A	CRNT				PWE	
MECHANICAL HOIST/IMP IMP-PUMP	GREENBRIAR PLANT	U28	N/A	N/A	60357	N/A	N/A	N/A	CRNT		X		PWE	MECHANICAL HOIST/IMP-PUMP

**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

DECR & TYPE	FACILITY NAME & LOCATION	FAC NO	MANUFACTURE MAKE	PART NO	DEPT ID NO	MODEL NO	SERIAL NO	CAPACITY	CRIMP	ELECT	MAN	POWER SUPPLY	CEPART	COMMENTS
PETERMARIA HOIST PUMP RW M-FRM	W HOUSTON RD PLANT	111	N/A	N/A	624107	N/A	N/A	N/A	CRMT		X		PWE	
TUDORCITY ELECTRIC HOIST	DISTRICT 8 PLANT	113	N/A	N/A	624145	N/A	N/A	N/A	CRMT	X			PWE	
PETERMARIA HOIST M-FRM	DISTRICT 8 PLANT	120	N/A	N/A	624145	N/A	N/A	N/A	CRMT				PWE	
PETERMARIA HOIST PUMP RW M-FRM	INTERWOOD PLANT	130	N/A	N/A	624145	N/A	N/A	N/A	CRMT		X		PWE	
PETERMARIA HOIST M-FRM	DISTRICT 8 PLANT	131	N/A	N/A	624145	N/A	N/A	N/A	CRMT		X		PWE	
PETERMARIA HOIST M-FRM	GALVESTON PLANT	142	N/A	N/A	624145	N/A	N/A	N/A	CRMT		X		PWE	NTS
OVERHEAD CRANE	FLEET MAINTENANCE SHOP 7101 KENNAWICK	N/A	REARCO	N/A	N/A	N/A	84118	5 TON	CRMT	X			PWE	
BRIDGE	11500 E. POST OAK	SNV	SHAW BOX	N/A	HEANT1	115736-15	K1-86370	5 TON	CRNG	X		480 3 PHASE	SWD	MANLIFT REQUIRED
BRIDGE	11500 S. POST OAK	SNV	SHAW BOX	N/A	HEANT2	115736-15	K1-86366	5 TON	CRNG	X		480 3 PHASE	SWD	MANLIFT REQUIRED
BRIDGE	1542 CENTRAL	SNV	COPPING	N/A	PSANT10	N/A	528408	3 TON	CRNG	X		480 3 PHASE	SWD	MANLIFT REQUIRED
BRIDGE	1542 CENTRAL	LT	COPPING	N/A	PSANT12	N/A	528408	3 TON	CRNG	X		480 3 PHASE	SWD	MANLIFT REQUIRED
BRIDGE	1542 CENTRAL	LT	DEMAR	N/A	PSANT11	EMPOST M120814	R17327	5 TON	CRNG	X		480 3 PHASE	SWD	MANLIFT REQUIRED
BRIDGE	1245 JULYWAY	LT	SHAWBOX	N/A	PSANT08	N/A	R173528	5 TON	CRNG	X		480 3 PHASE	SWD	OUT OF SERVICE
BRIDGE	1245 JULYWAY	LT	SHAWBOX	N/A	PSANT14	N/A	K1-73606	5 TON	CRNG	X		480 3 PHASE	SWD	
BRIDGE	5877 NICHES	RT	SHAWBOX	N/A	HEANT	N/A	N/A	5 TON	CRNG	X		480 3 PHASE	SWD	OUTSIDE BAY
BRIDGE	5977 NICHES	RT	DEMAR	N/A	HEANT1	N/A	N/A	500 LB	CRMT	X		280 3 PHASE	SWD	TIRE GRIP

**EXHIBIT B-4  
MASTER CRANES AND HOISTS**

DESCR & TYPE	FACILITY NAME & LOCATION	FAC NO.	MANUFACTURE R / MAKE	PART NO.	DEPT. ID. NO.	MODEL NO.	SERIAL NO.	CAPACITY	GROUP	ELECT	MAN	POWER SUPPLY	DEPART.	COMMENTS
BRIDGE	527 NICHES	K1	SHAWBOX	N/A	H882	N/A	N/A	3 TON	CR62	X	N/A	480 3 PHASE	SWD	OUTSIDE BAY
BRIDGE	527 NICHES	K1	SHAWBOX	N/A	H882	N/A	N/A	3 TON	CR62	X	N/A	480 3 PHASE	SWD	OUTSIDE BAY
STATIONARY JIB	527 NICHES	K1	BUDGET/GAFFEY	N/A	H886	N/A	N/A	2 TON	CR62	X	N/A	480 3 PHASE	SWD	OUTSIDE BAY
BRIDGE	5703 EASTERN HWY	K2	LOADSTAR	N/A	H881	N/A	N/A	1 TON	CR61	X	N/A	480 3 PHASE	SWD	MAIN SHOP
STATIONARY JIB	AIRSIDE PUMP STATION	N/A	COFFIN	N/A	CL2K 050704	EC1023	EC104140	1/2 TON	CR61	X	N/A	200VAC	SWD	3 TON OR SINGLE RAIL
PORTABLE FRAM	AIRSIDE PUMP STATION	N/A	CM CYLONE	N/A	N/A	N/A	22011	2 TON	CR61	N/A	X	N/A	HAS	LIFT STATION #2
STATIONARY JIB	FAA TOWER PUMP STATION	N/A	JET EQUIPMENT	N/A	C-011 02601	355-310	37082	1/2 TON	CR61	X	N/A	200VAC	HAS	LIFT STATION #2
PORTABLE FRAM	RUNWAY 0-27 PUMP STATION	N/A	KIRANCO	N/A	N/A	EC20163	ECT016ED	1 TON	CR61	X	N/A	200VAC 3PH-480V-2	HAS	LIFT STATION #5
OVERHEAD	RUNWAY 0-27 PUMP STATION	N/A	KIRANCO	N/A	N/A	EC20023	ES0202ED	5 TON	CR62	X	N/A	200VAC 3PH-480V-2	HAS	LIFT STATION #6
BRIDGE	WELD SHOP BUILDING E202	N/A	GEORSEL COFFIN	N/A	N/A	N/A	J.A. SAUR	2 TON	CR61	X	N/A	200VAC 3PH-480V-2	HAS	WELD SHOP

**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 REQUIREMENTS**

**ATTACHMENT "C"**  
**CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS**

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

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

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

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

City of Houston  
Affirmative Action and Contract Compliance  
Schedule of MWDBE Participation

PROJECT NAME & NUMBER: Inspection, PMS Repairs on Overhead Cranes L 25201

PRIME CONTRACTOR: Advanced Overhead Crane

LIAISONPHONE: Richard W. Schmeider 281-324-3392

NAME OF MINORITY/WOMEN DISADVANTAGED FIRM	CERTIFICATION NO.	DESCRIPTION OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT
J&B Fasteners	286356	Fasteners & Supplies	35842.00	2%
General Body Manufacturing DBA - General Truck	204207	Truck BodyPaint	17920.00	1%
B-W Industrial	076562	Lubricants	35842.00	2%
<b>TOTALS</b>				

\$1,792,075.

Total Contract Amount

5 %

MWDBE Goal

\$32,604.00

MWBE Subcontract Amount

5 %

MWBE % of Total Contract Amount

The undersigned will enter into a formal contract with MWDBE firms for work listed in the schedule contingent upon being awarded the contract for the above referenced project. Signed Letters of Intent for each firm listed above may be submitted prior to contract award.

Signature: [Signature]

Name: Richard W. Schmeider

Title: GM

NOTE: All firms must be certified by the City of Houston Affirmative Action and Contract Compliance Office to count toward the MWDBE participation goal. 07/08

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, Richard Wehmeister Partner as an owner or officer of  
(Name) (Print/Type) (Title)  
Advanced Overhead Crane Services (Contractor)  
(Name of Company)

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

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

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

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

Date Aug 5 2009

Contractor Name Advanced Overhead Crane

Signature 

Title Partner

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

1. Richard Wehrmeister Partner/owner  
(Name)(Print/Type) (Title)

as an owner or officer of Advanced Overhead Crane Services (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.

Aug 5 2009  
Date

Advanced Overhead Crane  
Contractor Name

[Signature]  
Signature

Partner/owner  
Title

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

1. Richard Wehrmeister  
(NAME) (PRINT/TYPE)

as an owner or officer of Advanced Overhead Crane (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.

Aug 8 2009  
DATE

Advanced Overhead Crane  
CONTRACTOR NAME

[Signature]  
SIGNATURE

owner/Partner  
TITLE

**EXHIBIT "G"**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, Richard Wehmeister Owner/Partner as an owner or officer of  
 (Name) (Print/Type) (Title)  
Advanced Overhead Crane (Contractor or Vendor)  
 (Name of Company)

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

This reporting period covers the preceding 6 months from Feb 1 to Aug 1, 2009.

RW  
Initials

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

RW  
Initials

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

RW  
Initials

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

RW  
Initials

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 8.

RW  
Initials

From 0 to 0 the following test has occurred  
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				<u>0</u>
Number Employees Positive				<u>0</u>
Percent Employees Positive				<u>0</u>

RW  
Initials

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

RW  
Initials

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

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

Aug 5 2009  
(Date)

Richard Wehmeister  
(Typed or Printed Name)  
[Signature]  
(Signature)  
Partner  
(Title)

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**1ST YEAR ANNUAL INSPECTIONS & PM OF CRANES AND HOISTS:**

1	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
2	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
3	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
4	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
5	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00

**1ST YEAR REPAIR SVCS ON CRANES AND HOISTS AT COH FACILITIES:**

6	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
7	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
8	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
9	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
10	Load Test and Certification on Repaired Equip. at City Facilities.	HR	\$55.00
11	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**1ST YEAR REPAIR SVCS ON CRANES AND HOISTS AT CONTRACTOR'S FACILITIES:**

12	Grp-CRN1 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
13	Grp-CRN2 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
14	Grp-CRN3 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
15	Grp-CRN4 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
16	Grp-CRN5 Repair Services. for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
<b><u>1ST YEAR LABOR RATES FOR WELDING:</u></b>			
17	First Year Labor Rates for Welding.	HR	\$55.00
<b><u>1ST YEAR LABOR RATES FOR MACHINING:</u></b>			
18	First Year Labor Rates for Welding.	HR	\$65.00
<b><u>1ST YEAR LABOR RATES FOR ELECTRICAL:</u></b>			
19	First Year Labor Rates for Electrical.	HR	\$55.00
<b>1ST YEAR LABOR, PARTS, MATERIALS, PLUS % MARKUP OR DISCOUNT (EST. EXPENDITURES: \$125,249.00):</b>			
20	First Year: Parts and Materials for Remedial Work (Cost+ or Discount Included).	15%	

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**2ND YEAR ANNUAL INSPECTIONS & PM OF CRANES AND HOISTS:**

21	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
22	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
23	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
24	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00
25	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$55.00

**2ND YEAR REPAIR SVCS ON CRANES AND HOISTS AT COH FACILITIES:**

26	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
27	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
28	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
29	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00
30	Load Test and Certification on Repaired Equip. at City Facilities.	HR	\$55.00
31	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$55.00

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**2ND YEAR REPAIR SVCS ON CRANES AND HOISTS AT  
CONTRACTOR'S FACILITIES:**

32	Grp-CRN1 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
33	Grp-CRN2 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
34	Grp-CRN3 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
35	Grp-CRN4 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
36	Grp-CRN5 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$50.00
<b><u>2ND YEAR LABOR RATES FOR WELDING:</u></b>			
37	Second Year Labor Rates for Welding.	HR	\$55.00
<b><u>2ND YEAR LABOR RATES FOR MACHINING:</u></b>			
38	Second Year Labor Rates for Welding.	HR	\$65.00
<b><u>2ND YEAR LABOR RATES FOR ELECTRICAL:</u></b>			
39	Second Year Labor Rates for Electrical.	HR	\$55.00
<b><u>2ND YEAR LABOR, PARTS, MATERIALS, PLUS % MARKUP OR DISCOUNT (EST. EXPENDITURES: \$125,249.00):</u></b>			
40	Second Year: Parts and Materials for Remedial Work (Cost+ or Discount Included).	15%	

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**3RD YEAR ANNUAL INSPECTIONS & PM OF CRANES AND HOISTS:**

41	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$56.00
42	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$56.00
43	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$56.00
44	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$56.00
45	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$56.00

**3RD YEAR REPAIR SVCS ON CRANES AND HOISTS AT COH FACILITIES:**

46	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$56.00
47	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$56.00
48	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$56.00
49	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$56.00
50	Load Test and Certification on Repaired Equip. at City Facilities.	HR	\$56.00
51	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$56.00

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**3RD YEAR REPAIR SVCS ON CRANES AND HOISTS AT CONTRACTOR'S FACILITIES:**

52	Grp-CRN1 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$51.00
53	Grp-CRN2 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$51.00
54	Grp-CRN3 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$51.00
55	Grp-CRN4 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$51.00
56	Grp-CRN5 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$51.00
<b><u>3RD YEAR LABOR RATES FOR WELDING:</u></b>			
57	Third Year Labor Rates for Welding.	HR	\$56.00
<b><u>3RD YEAR LABOR RATES FOR MACHINING:</u></b>			
58	Third Year Labor Rates for Welding.	HR	\$67.00
<b><u>3RD YEAR LABOR RATES FOR ELECTRICAL:</u></b>			
59	Third Year Labor Rates for Electrical.	HR	\$56.00
<b><u>3RD YEAR LABOR, PARTS, MATERIALS, PLUS % MARKUP OR DISCOUNT (EST. EXPENDITURES: \$125,249.00):</u></b>			
60	Third Year: Parts and Materials for Remedial Work (Cost+ or Discount Included).	15%	

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**4TH YEAR ANNUAL INSPECTIONS & PM OF CRANES AND HOISTS:**

61	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$57.00
62	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$57.00
63	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$57.00
64	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$57.00
65	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$57.00

**4TH YEAR REPAIR SVCS ON CRANES AND HOISTS AT COH FACILITIES:**

66	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$57.00
67	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$57.00
68	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$57.00
69	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$57.00
70	Load Test and Certification on Repaired Equip. at City Facilities.	HR	\$57.00
71	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$57.00

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**4TH YEAR REPAIR SVCS ON CRANES AND HOISTS AT CONTRACTOR'S FACILITIES:**

72	Grp-CRN1 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$52.00
73	Grp-CRN2 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$52.00
74	Grp-CRN3 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$52.00
75	Grp-CRN4 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$52.00
76	Grp-CRN5 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$52.00
<b><u>4TH YEAR LABOR RATES FOR WELDING:</u></b>			
77	Fourth Year Labor Rates for Welding.	HR	\$57.00
<b><u>4TH YEAR LABOR RATES FOR MACHINING:</u></b>			
78	Fourth Year Labor Rates for Welding.	HR	\$68.00
<b><u>4TH YEAR LABOR RATES FOR ELECTRICAL:</u></b>			
79	Fourth Year Labor Rates for Electrical.	HR	\$57.00
<b>4TH YEAR LABOR, PARTS, MATERIALS, PLUS % MARKUP OR DISCOUNT (EST. EXPENDITURES: \$125,249.00):</b>			
80	Fourth Year: Parts and Materials for Remedial Work (Cost+ or Discount Included).	15%	

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**5TH YEAR ANNUAL INSPECTIONS & PM OF CRANES AND HOISTS:**

81	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$58.00
82	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$58.00
83	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$58.00
84	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$58.00
85	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	EA	\$58.00

**5TH YEAR REPAIR SVCS ON CRANES AND HOISTS AT COH FACILITIES:**

86	Grp-CRN1 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$58.00
87	Grp-CRN2 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$58.00
88	Grp-CRN3 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$58.00
89	Grp-CRN4 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$58.00
90	Load Test and Certification on Repaired Equip. at City Facilities.	HR	\$58.00
91	Grp-CRN5 Category for Cranes/Hoists Inspection & Maintenance Services.	HR	\$58.00

**EXHIBIT "H"**  
**FEES AND COSTS**

BID ITEM	DESCRIPTION	U of M	UNIT PRICE
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**5TH YEAR REPAIR SVCS ON CRANES AND HOISTS AT CONTRACTOR'S FACILITIES:**

92	Grp-CRN1 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$53.00
93	Grp-CRN2 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$53.00
94	Grp-CRN3 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$53.00
95	Grp-CRN4 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$53.00
96	Grp-CRN5 Repair Services for Cranes/Hoists at Contractor's Facilities.	HR	\$53.00
<b><u>5TH YEAR LABOR RATES FOR WELDING:</u></b>			
97	Fifth Year Labor Rates for Welding.	HR	\$58.00
<b><u>5TH YEAR LABOR RATES FOR MACHINING:</u></b>			
98	Fifth Year Labor Rates for Welding.	HR	\$69.00
<b><u>5TH YEAR LABOR RATES FOR ELECTRICAL:</u></b>			
99	Fifth Year Labor Rates for Electrical.	HR	\$58.00
<b>5TH YEAR LABOR, PARTS, MATERIALS, PLUS % MARKUP OR DISCOUNT (EST. EXPENDITURES: \$125,249.00):</b>			
100	Fifth Year: Parts and Materials for Remedial Work (Cost+ or Discount Included).	15%	

**EXHIBIT "1"**  
**PAY OR PLAY PROGRAM**



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Advanced Overhead CRANE (Contractor/Subcontractor) \$ 1,792,075.00 (Amount of Contract)

Contractor Address: 22531 FM 2100 Crosby, TX 77532

Project No.: [GFS/CIP/AIP/File No.] L23201

Project Name: [Legal Project Name] Inspection, PM & Repairs Overhead CRANE

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

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

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

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

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

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

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

Table with 3 columns: Following information is Mandatory, Prime Contractor, Sub-Contractor. Rows include Total No. Of Employees on City Job, No. Of Employees - "Playing", No. Of Employees - "Paying", and No. Of Employees "Exempt".

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

[Signature] CONTRACTOR (Signature)

8/5/9

DATE

Richard Wehameister Partner NAME AND TITLE (Print or type)