

THE STATE OF TEXAS

BID # L24255

COUNTY OF HARRIS

ORDINANCE # 2012-0980

CONTRACT # 4600011576

## I. PARTIES

### 1.0 ADDRESS:

#### **THIS AGREEMENT FOR WATER METER INSTRUMENTATION CALIBRATION AND REPAIR SERVICES**

("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **KATHY HAGAN DBA MUD INSTRUMENTS** ("Contractor or Vendor"), an individual/sole proprietor doing business in Texas.

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

#### **City**

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

#### **Contractor**

Kathy Hagan dba Mud Instruments  
10902 David Lane  
Crosby, Texas 77532  
Phone: 281-421-1864  
Fax: 281-421-5785  
Email: [vernon.hagan@mudinstruments.com](mailto:vernon.hagan@mudinstruments.com)

The Parties agree as follows:

### 2.0 **TABLE OF CONTENTS:**

2.1 This Agreement consists of the following sections:

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- I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM

**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.

**KATHY HAGAN DBA MUD INSTRUMENTS**

WITNESS (if not a corporation):

By: [Signature]  
Name: VERNON HAZEN  
Title: SALO & SCHUICONT MUD

By: [Signature]  
Name: KATHA HAGAN  
Title: OWNER  
Federal Tax ID Number: **222629208**

ATTEST/SEAL:

[Signature]  
City Secretary

CITY OF HOUSTON, TEXAS

Signed by: [Signature]  
Mayor Malcolm B. Apple

APPROVED:

[Signature]  
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]  
City Controller Ch. B. [Signature]

DATE COUNTERSIGNED:

9-21-12

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.

August 31, 2012  
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 Exhibit "B" & "BB."

### 2.0 INDEMNITY AND RELEASE:

#### 2.1 RELEASE

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

#### 2.2 INDEMNIFICATION:

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

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

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

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

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

#### 2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR

**SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**3.0 INDEMNIFICATION PROCEDURES:**

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

**4.0 INSURANCE:**

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

4.1.1 Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate

~~N/A 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.

~~N/A 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 MWBE COMPLIANCE:**

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **12%** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

**9.0 DRUG ABUSE DETECTION AND DETERRENCE:**

9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**10.0 ENVIRONMENTAL LAWS:**

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

**11.0 CONTRACTOR'S PERFORMANCE:**

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

**12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

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

**13.0 CONTRACTOR PAY OR PLAY PROGRAM:**

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

### 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 **\$43,875.00** 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 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**10.0 ENFORCEMENT:**

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

**11.0 AMBIGUITIES:**

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

**12.0 SURVIVAL:**

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

**13.0 PARTIES IN INTEREST:**

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

**14.0 SUCCESSORS AND ASSIGNS:**

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

**15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:**

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

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

**16.0 REMEDIES CUMULATIVE:**

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

**17.0 CONTRACTOR DEBT:**

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

## **EXHIBIT "A"**

### **DEFINITIONS**

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

"Contract Technical Representative" (CTR) is defined as the person responsible for the technical aspects of a service contract; evaluates performance, handles scheduling, and services performed, recommends payment and has the primary responsibility to ensure payment is made upon successful completion of the job.

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

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

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

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

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

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

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

"User Department Representative" (UDR) is defined as the City's representative of the Director of the Department assigned to administer the day-to-day activities of the Contract.

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

**1.0 SCOPE OF SERVICES:**

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, transportation, equipment, supplies and facilities necessary to provide preventive maintenance service and demand service to the Surface Water System as well as any of the additional services Contractor is asked to provide.
- 1.2 In addition, from time to time, the Contractor may be called upon to perform demand service calibration checks or witness calibrations for effluent meters, sub-meters, and/or City of Houston meter installations. The Contractor may also be called upon to perform demand service flow test to fire service lines using ultrasonic meters or other flow detection devices.

**2.0 CERTAIN WARRANTIES:**

- 2.1 The Contractor further warrants with respect to any spare parts, replacement parts, and goods furnished by it as follows that:
  - 2.1.1 Such items shall be free of defects in title, material, and workmanship for the first year and/or manufacturer's warranty, whichever is greater.
  - 2.1.2 Each item meets or exceeds the specifications and requirements specified in the O&M Manuals for the instrument in which the item is installed.
  - 2.1.3 Each replacement item is new.
  - 2.1.4 No such item or use thereof infringes any patent, copyright, or proprietary right.
  - 2.1.5 Services performed during warranty period will be performed at no cost to the City.

**3.0 WORK ORDERS:**

- 3.1 The City Representative will issue work orders to the Contractor. These work orders shall be ranked according to prioritization as follows:
  - 3.1.1 Priority 1: Requires a response time of no more than two (2) days.
  - 3.1.2 Priority 2: Requires a response time of no more than one (1) week.
- 3.2 The Contractor shall be on location and commencing work required in the work order within the time period corresponding to the priority level of the work order. (See Exhibit "BB" for locations)
- 3.3 The Contractor shall not make any deviations from the prioritization of a work order unless approved or required by the City's Representative.
- 3.4 The Contractor is responsible for recording old and new equipment being removed and installed on the assigned work order. All old parts removed from the job sight are to be returned to the assigned City sight at the end of the day and completion of all work orders.
- 3.5 Contractor will provide detailed information of services performed such as: address of location; date; work order number; contract number; the beginning and ending readings; the manufacturer's name, size, type and serial number of equipment being calibrated; totalizer multiplier and as found as left readings for the totalizer, transmitter and recorder.

- 3.6 If during a preventive maintenance calibration a damage equipment problem is discovered and the problem cannot be resolved immediately, then the Contractor shall inform the City Representative immediately and not more than 24 hours later. The City Representative will then issue a Demand Work Order with the appropriate priority level for that installation.
- 3.7 The work order requirements detailed herein provide an official means of communicating with the Contractor and prioritizing items of work. It is not the parties' intent that the City Representative manage or supervise day-to-day work by the Contractor at the locations. If the Contractor has commenced work and if the work order cannot be completed within this period, the Contractor must contact the City Representative and give an approximate completion date. Work order completion periods will be a major part of Contractor performance evaluation.
- 3.8 The Contractor may not negotiate or perform any work and/or services related to City of Houston water service lines, water/sewer meter stations and appurtenances, testing and calibration of instrumentation without prior written approval from the City of Houston Contract Administrator. Contractor must submit written detailed proposed work plans, drawings or sketches, a detailed list of part and equipment to be installed, and the estimated construction start and completion dates. The contractor's request must be made 72 hours prior to the estimated start date. The Contract Administrator will notify Contractor in writing if their project was approved or disapproved.
- 3.9 The Contractor must provide customer names, details of work to be performed, equipment and parts to be used for all current and/or proposed service and/or contract agreement with City of Houston customers, to perform any work and/or services related to the water service lines, meter stations and appurtenances, testing and calibration of instrumentation.
- 3.10 Work and/or services performed must be according to City of Houston Standard Specifications and must be inspected by City Personnel. The Contractor will schedule inspection with the Contract Administrator 48 hours prior to the scheduled project start date.
- 3.11 Meters, instrumentation and replacement parts must be new and approved for use in the City of Houston. Meter instrumentation, testing and calibrations will be performed according to the City of Houston specifications.
- 3.12 Any work or services performed by the Contractor not meeting City of Houston standard specifications, or equipment and/or parts installed that are not approved for use in the City of Houston will be immediately removed, reconstructed and replaced with new equipment and/or parts replaced by the Contractor at their expense. Such work will be performed within 48 hours of receipt of the notification by the Contractor.
- 3.13 Upon completion of work and/or services performed, the Contractor will forward a copy of the work order issued to the company where service was performed, along with all testing, calibration and factoring results to the City of Houston Contract Administrator.

#### **4.0 PREVENTIVE MAINTENANCE PROGRAM:**

- 4.1 During the Mobilization Period, the Contractor will be provided with a preventive maintenance program. The Contractor will be required to: make a field visit to each meter station to identify plant contact information, phone numbers, procedures for entry into the plant, safety and work permit requirements.
- 4.2 The contractor must update this preventive maintenance program twice a year and shall include any changes in equipment, contact information etc. Maintaining an accurate preventive maintenance program will be a part of the Contractor's Performance Evaluation.
- 4.3 During the Service Term all work done by the Contractor must be either: (1) in response to a written City work order, or (2) pursuant to the approved Preventative Maintenance Program.

## **5.0 STATUS REPORTS:**

- 5.1 During the Service Term, the Contractor shall provide the City Representative a monthly status report. The exact format and content for the monthly status report will be determined by the City Representative and the Contractor during the Mobilization Period. Typically, the monthly status report will include lists of work orders completed during that month, status of uncompleted work orders, summary of hours, current spare parts inventory, and other items of interest. Invoices will be paid upon receipt of monthly status reports.

## **6.0 QUALITY CONTROL:**

- 6.1 Quality control checks shall be performed by the Contractor on all components prior to installation to insure such component is functioning in accordance with the criteria provided elsewhere in the Contract.
- 6.2 The Contractor shall develop a Quality Control Check Procedure for all equipment purchased for the COH. The contractor shall provide in writing the results of Quality Control Reports before installation. Submittal of Quality Control Reports will be a part of Contractor's Performance Evaluation.

## **7.0 REPAIR AND REPLACEMENT:**

- 7.1 The Contractor shall repair, inspect, and/or trouble shoot assemblies and sub-assemblies of the Instrumentation in lieu of replacement unless the cost therefore exceeds 50% of the City's cost of replacement for a new item. If the cost of repair for a defective part exceeds 50% of the City's cost of replacement for such part, then the Contractor will promptly notify the City's Representative within 24 hours via a written cost analysis for a determination whether to replace or repair the part.
- 7.2 In the event the Contractor determines that a component is not replaceable on-site, the Contractor shall notify the City's Representative and request permission to remove the component. Approval shall not be unreasonably withheld or denied.
- 7.3 All replacement components shall: (1) be the latest made or version available, and (2) shall comply with the requirements given elsewhere in the Contract.

## **8.0 PREVENTIVE MAINTENANCE:**

- 8.1 During the Service Term, the Contractor shall provide preventive maintenance in accordance with the Preventive Maintenance Program unless otherwise required or permitted in writing by the City Representative. It is understood that the Contractor's Preventive Maintenance Program will provide details for the Preventive Maintenance Program, including frequency of tasks, required materials, and documentation procedures.
- 8.2 Flow verification shall be performed as requested in this Exhibit "B", utilizing the equipment mentioned in Exhibit "BB" Test and Shop Equipment List. During flow verification, the contractor shall record the average flows, totalizer readings and times for both the test meter and the City of Houston meter being tested. The contractor shall calculate and record count errors and percent errors for each flow verification. In addition, contractor shall flush all taps where applicable and leave all areas free of trash, equipment and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be a part of the Contractor's evaluation.
- 8.3 Instrumentation calibration shall be performed as requested in this Exhibit "B" utilizing the equipment mentioned in Exhibit "BB". Calibration of transmitters shall involve the recording of g.p.m.'s, percentage of flow, water in inches, as well as the mila amps (M.A.) output required, found and left. The contractor shall visually inspect chart recorders to assure proper functioning and record findings. Calibration of totalizers shall involve the recording of g.p.m.'s, M.A. inputs, required counts, found counts, left counts,

as found percentage errors and as left percentage errors. In addition, Contractor shall flush all taps where applicable and leave all areas free of trash, equipment and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be a part of the Contractor's evaluation.

#### **9.0 REQUIRED TEST AND SHOP EQUIPMENT:**

- 9.1 The Contractor shall provide all test and shop equipment required, including but not limited to the list of items indicated in Exhibit "BB" of these specifications. All test equipment must be traceable to National Institute of Standard Technology. Standard routine maintenance and yearly calibrations shall be an administrative cost. Contractor shall have in its possession test and shop equipment including at least the list of items listed in Exhibit "BB" calibrated by test equipment which is traceable via NIST (formerly NBS) standards.
- 9.2 Additionally, the Contractor shall supply the Field Engineer with appropriate hand tools to perform normal and necessary duties. Whenever specialized tools are required for a specific project, the Contractor shall be required to rent or purchase them after obtaining written approval from the City Representative.

#### **10.0 TITLE TO ALL PARTS; TAXES:**

- 10.1 Title to all materials, equipment, special tools, and supplies purchased by the Contractor for immediate replacement shall immediately vest in the City. Defective parts which are replaced by the Contractor shall be delivered to the City Representative for proper disposal. The Contractor must also submit a report listing the description for the part, the model #, serial # and the date and the location that the part was removed from. Submittal of this report will be a part of Contractor's Performance Evaluation. Submittal of these reports shall be submitted as part of the hourly preventative maintenance rate.
- 10.2 Contractor acknowledges that materials, equipment, and supplies purchased for the City are not subject to state or local sales taxes. Accordingly, the Contractor shall not be reimbursed for any sales taxes paid for Instrumentation components it purchased unless by state law or official interpretation thereof sales of such components to the City become taxable. All special tools and unused parts shall be delivered to the City of Houston representative upon termination of the contract.

#### **11.0 INVENTORY CONTROL:**

- 11.1 The Contractor is responsible for maintaining a master listing of City field equipment and repair costs. The Contractor will maintain inventory records reflecting the Customer Account and location of all such items issued for that customer.
- 11.2 The inventory data will be submitted monthly to the City Representative for tracking and accountability. An annual analysis of inventory procedures, capabilities, deficiencies, and recommendations for improvement will be submitted in the annual report to the City's Representative.
- 11.3 The Contractor shall assist and extend full cooperation to City and external auditors.

#### **12.0 SAFETY PROGRAM:**

- 12.1 The Contractor shall ensure that all employees comply with applicable federal, state, and local regulations and that all employees are oriented to the safety, health, and environmental regulation specific to the site. The Contractor shall provide sufficient protective clothing for all employees and will enforce its use. The Contractor shall ensure that all employees are familiar with the location, purpose, and use of all safety equipment.
- 12.2 The Contractor will manage the day-to-day adherence to the safety program and will maintain specific

safety instructions on file. All information with regards to safety hazards existing at any location will be forwarded to City Representative immediately. The Contractor will report the detection of unsafe or unhealthful working conditions or practices at the earliest possible time. Safety, health and fire prevention inspections may be made without notice by authorized personnel at any time. The Contractor's personnel will assist in any way possible and comply with all corrective actions.

12.3 Contract personnel will at all times display a badge identifying them as Contract Personnel and shall observe all security and safety regulations in effect.

12.4 The Contractor shall obtain the necessary safety equipment and training, including confined space training, in order to enter all sites listed on Exhibit "BB". The cost of this training shall be an administrative cost. The City Of Houston shall provide a City employee certified in confined space entry to assist at work sites governed by the Confined Space Entry Program.

**13.0 TRANSPORTATION:**

13.1 The Contractor shall be responsible for providing motorized transportation for his own employees.

**14.0 OPERATIONS OF THE CONTRACTOR:**

14.1 The Section shall apply to operations of the Contractor pursuant to the Contract on premises owned or controlled by the City. The Contractor shall not make any structural modifications to such premises, nor shall the Contractor overload any floor or damage any property of the City in performing its operations. The Contractor shall strictly observe all laws, codes and ordinances, and the Contractor shall not create any hazards or unhealthful conditions.

**15.0 FIELD ENGINEER:**

15.1 All work will be performed by field engineer level personnel with the following minimum qualifications: (1) an Associate of Applied Science Degree in Instrumentation from an accredited college or university, and (2) at least two years experience with various types of flow elements, differential pressure cells, square root extractors, integrators, flow recorders, etc. using such name equipment as Rosemont Transmitters, Westronics Recorders, Syrelec Counters and AGM Integrators. Experience with Parshal Flume Meters and Venturi Meters. The Contractor must provide proof of experience and training by submitting copies of vendor certificates and or verifiable references from previous companies. The Contractor must also submit verifiable work experience in a resume' format for all field engineer level personnel. At the discretion of the City Representative, equivalent military experience may be substituted for some requirements.

**16.0 INVOICING:**

16.1 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.

16.2 Each invoice shall detail the following information:

16.2.1 City Contract number and Work Order Number (where applicable).

16.2.2 Facility address where services were performed.

16.2.3 Detailed description of services rendered.

16.2.4 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.

16.2.5 Labor hours and rates.

16.2.6 Subtotal costs for parts and labor separately.

16.2.7 Total invoice costs.

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

16.4 Mail invoices to the following Departments:

**City of Houston**  
**Public Works & Engineering Department (PWE)**  
**Accounts Payable – Service Contracts**  
**Attn: Division Manager**  
**P.O. Box 61449**  
**Houston, Texas 77208-1449**

**17.0 CONTRACT COMPLIANCE:**

17.1 The Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided. Monitoring may take the form of, but is not necessarily limited to:

17.1.1 Site visits

17.1.2 Testing and sampling of goods and services

17.1.3 Review of deliveries received for accuracy and timeliness

17.1.4 Review of permits, certifications and/or licenses

17.1.5 Review of contractor's invoices for accuracy

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

**18.0 SITE LIST VISIT:**

18.1 When deemed necessary, an inspection may be made by the Public Works & Engineering Department to determine whether a bidder actually has a facility at the location they have listed in the bid document.

**19.0 POST AWARD MEETING:**

19.1 Once the contract has been approved by City Council, PW&E reserves the right to schedule a Post-Award meeting with the successful vendor and PW&E End Users. The meeting may include representatives from Procurement, PW&E Contact Management, Accounts Payable, and others as deemed necessary.

**20.0 ADDITION & DELETIONS:**

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

**21.0 WARRANTY OF SERVICES:**

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

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

21.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

21.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

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

**22.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

22.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

**23.0 INTERLOCAL AGREEMENT:**

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

**Exhibit BB  
Equipment List**

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
1	50100009701	ADMIRAL LINEN	2116 MCGOWEN			EFFLUENT
2	50100001601	ADMIRAL LINEN	2026 MARSHALL			EFFLUENT
3	50100008201	ADMIRAL LINEN	2026 MARSHALL			EFFLUENT
4	50100009401	ADMIRAL LINEN	3520 CENTER			EFFLUENT
5	50100013401	ADMIRAL LINEN	3520 CENTER			EFFLUENT
6	50100013501	ADMIRAL LINEN	3520 CENTER			EFFLUENT
7	70990347109	AEIRFORM	9950 CHEMICAL RD.	2"	TRIDENT	TURBINE
8	70990309104	AIR LIQUIDE	11400 BAY AREA BLVD	11.676	FLUIDIC TECH	VENTURI
9	70993000801	AIR PRODUCTS III	1503 HWY 225	10"	ROCKWELL	TURBO
10	70993000801	AIR PRODUCTS III	1503 HWY 225	10"	ROCKWELL	TURBO
11	70990303109	AKZO	13000 BAYPARK RD.	4"	ROCKWELL	TURBINE
12	70990303109	AKZO	13000 BAY PARK	6"	TRIDENT	TURBINE
13	70990303109	AKZO	13000 BAY PARK	8"	ROCKWELL	TURBINE
14	50100010301	AMERICAN WASTEWATER	250 GELLHORN			EFFLUENT
15	50100010401	ANDERSON FREENWOOD	5425 S. RICE			EFFLUENT
16	50100008002	ANGELICA HEALTHCARE	1441 LATHROP			EFFLUENT
17	50100008301	ANHESCHER BUSCH	775 GELLHORN DR.			EFFLUENT
18	70990004107	ANHESCHER BUSH	755 GELLHORN	16"	ROCKWELL	TURBINE
19	70990004107	ANHEUSER BUSCH INC.	775 1/2 GELLHORN DR.	10"	ROCKWELL	TURBINE
20	50100009601	ANTHONY W. H.	5700 AIRLINE			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
21	50100011403	APPLIED EART SCIENCES	5138 SAN FELIPE			EFFLUENT
22	50100015401	ARCHER MAZDA	8455 NORTH FWY			EFFLUENT
23	70990360100	ARCO CHEMICAL	10801 CHOATE RD	10"	TRIDENT	TURBINE
24	70990360100	ARCO CHEMICAL	10801 CHOATE RD	3"	ROCKWELL	TURBINE
25	70990098102	ARISTECH (AIR PRODUCTS)	STRANG RD	10"	ROCKWELL	TURBINE
26	50100005301	ARROW STEEL	9640 CLINTON			EFFLUENT
27	50100019001	ASTROWORLD	8929 KIRBY			EFFLUENT
28	50100017901	AVIS RENTAL CAR SYSTEM	4825 RICHMOND			EFFLUENT
29	50020500102	BAGDAD	5869 WESTHEIMER			EFFLUENT
30	70995556201	BAYBROOK M.U.D. # 1	PUMPING	6"	ROCKWELL	TURBINE
31	70995556201	BAYBROOK MUD # 1	1443 1/2 WEST BAY AREA BLVD.	10", 2"	ROCKWELL	TURBINE
32	70995556201	BAYBROOK MUD#1	PUMPING	6"	TRIDENT	TURBINE
33	70995556201	BAYBROOK MUD#1	BAYBROOK MALL/GULF FWY	8"	TRIDENT	TURBINE
34	70995556201	BAYBROOK TOY'S R US	W. BAY AREA BLVD.	2"	TRIDENT	T-10
35	70990067104	BAYER	WEST BAY ROAD	16"	SPARLING	PROPELLOR
36	70990013105	BAYTANK	1221 PORT RD	4"	SENSUS	TURBINE
37	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI
38	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI
39	70990007100	BAYTOWN	7425 THOMPSON	24"	BADGER	VENTURI
40	50100006901	BEST UNIFORM CO.	6410 CAVALCADE			EFFLUENT
41	50100007001	BEST UNIFORM CO.	6410 CAVALCADE			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
42	50100016801	BMC REAL PROPERTIES	2101 CITYWEST BLVD.			EFFLUENT
43	50100021301	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
44	50100021401	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
45	50100021501	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
46	50100021601	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
47	50100021701	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
48	50100021801	BROWN & ROOT	BALLPARK AT UNION STAT			EFFLUENT
49	50100014001	BROWNING FERRIS	5301 BROOKGLEN			EFFLUENT
50	50100009501	BROWNING FERRIS INDUSTRIES	8101 LITTLE YORK			EFFLUENT
51	50100020801	CALCO OF HOUSTON WELL # 1	2400 DALLAS			EFFLUENT
52	50100020901	CALCO OF HOUSTON WELL # 2	2400 DALLAS			EFFLUENT
53	7099031207	CALGON	9640 BAYPORT	6"	TRIDENT	TURBINE
54	70990318102	CARPENTER	11002 CHOATE RD	4"	ROCKWELL	TURBINE
55	50100009301	CBS ENGINEERING	1505 HWY 6			EFFLUENT
56	70990314109	CELANESE	9502 BAY PORT RD	16"	BADGER	VENTURI
57	70990314109	CELANESE CHEM.	9502 BAYPORT RD.	10"	ROCKWELL	TURBINE
58	70990078104	CHAMPION INTERNATIONAL	HWY 90	16"	BADGER	VENTURI
59	50100019101	CHEMICAL LEAMAN - MTR. 1	9020 LAPORTE			EFFLUENT
60	50100019201	CHEMICAL LEAMAN - MTR. 2	9020 LAPORTE			EFFLUENT
61	50100017301	CHEVRON	4103 S. BRAESWOOD			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
62	50100014701	CHEVRON BUILDING	11111 WILCREST			EFFLUENT
63	50100016401	CHEVRON BUILDING	5001 BEECHNUT			EFFLUENT
64	70993002201	CHUSEI	12500 BAY AREA BLVD.	6"	TRIDENT	HP TURBINE
65	50011100106	CINTAS/INDUSTRIAL TOWEL	1335 KRESS			EFFLUENT
66	50100018001	CINTAS/INDUSTRIAL TOWEL	1335 KRESS			EFFLUENT
67	70990209103	CITY OF DEER PARK	2117 E. X STREET	20"	SPARLING	PROPELLER
68	7099556301	CITY OF FRIENDSWOOD	FRIENDSWOOD - LINK RD.	8"	ROCKWELL	TURBINE
69	70990002106	CITY OF GALENA PARK	STEWART AND 2ND ST.	8"	TRIDENT	TURBINE
70	70993005001	CITY OF HUMBLE	9720 FM 1960	10"	TRIDENT	TURBINE
71	70993005001	CITY OF HUMBLE	263 E MCKAY 20 N JM HESTER	10"	TRIDENT	TURBINE
72	70993002701	CITY OF JACINTO CITY	10429 MARKET	8"	ROCKWELL	TURBINE
73	70990012104	CITY OF PASADENA	HWY 225			VENTURI
74	70990012104	CITY OF PASADENA	HWY 225			VENTURI
75	70990012104	CITY OF PASADENA	METER OFF	10"	TRIDENT	TURBINE
76	70990012104	CITY OF PASADENA #1	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
77	70990012104	CITY OF PASADENA #2	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
78	70990012104	CITY OF PASADENA #4	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
79	70990012104	CITY OF PASADENA #6	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
80	70990012104	CITY OF PASADENA #8	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
81	70990012104	CITY OF PASADENA #9	S.E. PURIFICATION PLANT	10"	TRIDENT	TURBINE
82	70993000101	CITY OF SOUTH HOUSTON	700 AVENUE G	4"	TRIDENT	TURBINE

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
83	70993000101	CITY OF SOUTH HOUSTON	700 AVENUE D	4"	TRIDENT	TURBINE
84	70993000101	CITY OF SOUTH HOUSTON	620 AVENUE G	4"	TRIDENT	TURBINE
85	70993000101	CITY OF SOUTH HOUSTON	700 AVE. J	4"	TRIDENT	TURBINE
86	70993000101	CITY OF SOUTH HOUSTON	610 1/2 AVE A	4"	TRIDENT	TURBINE
87	70993001801	CITY OF SOUTHSIDE PLACE	6309 EDLOE	8"	TRIDENT	TURBINE
88	70990382201	CITY OF WEBSTER	800 PLUMBLY	10"	ROCKWELL	TURBINE
89	70990382201	CITY OF WEBSTER	800 PLUMBLY	10"	ROCKWELL	TURBINE
90	70990382201	CITY OF WEBSTER	MAGNOLIA	10"	ROCKWELL	TURBINE
91	70990382201	CITY OF WEBSTER	MAGNOLIA	10"	ROCKWELL	TURBINE
92	70993002601	CITY OF WEST UNIVERSITY PLACE	4800 1/2 WAKEFOREST	8"	ROCKWELL	TURBINE
93	70990003106	CLEAR LAKE	GENOA RED BLUFF	16"	ROCKWELL	TURBINE
94	70990003106	CLEAR LAKE CITY WATER	MEDICAL CENTER BLVD.	24"	BIF	VENTURI
95	70993003101	CLEARBROOK CITY MUD	10901 SCARADALE	10"	NEPTUNE	TURBINE
96	50100002301	CLOROX CHEMICAL	5822 ARMOUR			EFFLUENT
97	70990064101	CONOCO	CROSBY/EAST CANAL	6"	ROCKWELL	TURBINE
98	50100020701	CONOCO MTR. #1	600 N. DAIRY ASHFORD			EFFLUENT
99	50100020601	CONOCO MTR. #2	600 N. DAIRY ASHFORD			EFFLUENT
100	50100019602	CRESCENT REAL ESTATE EQUITIES	1800 S. WEST LOOP			EFFLUENT
101	70990019100	CROWN CENTRAL	W. RICHEY	8"	TRIDENT	TURBINE
102	70990068105	D.S. EAST OXYCHEM	100 COCHRAN	12"	FOXBORO	MAGMETER
103	70990055610	D.S. WEST XRAL	CROSBY ROAD/WEST CANAL	10"	TRIDENT	TURBINE

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
104	50013200105	DANIEL INDUSTRIES	9720 OLD KATY			EFFLUENT
105	50100000601	DARLING INTERNATIONAL	3701 SCHALKER			EFFLUENT
106	50015300106	DEL'S PLATING WORKS	8736 SCHUMACHER			EFFLUENT
107	50100010101	DIAMOND SHAMROCK	823 EDGEBROOK			EFFLUENT
108	70990064101	DIXIE	10701 BAY AREA BLVD	4"	ROCKWELL	TURBINE
109	50100002201	DOMCO INC.	1705 OLIVER			EFFLUENT
110	50100003401	DOMCO INC.	1705 OLIVER			EFFLUENT
111	50100003501	DOMCO INC.	1705 OLIVER			EFFLUENT
112	50100003601	DOMCO INC.	1705 OLIVER			EFFLUENT
113	70990325109	E.I. DUPONT	BAYPORT BLVD.	8"	HERESY	TURBINE
114	70990028109	E.I.DUPONT	STRANG.RD	24"	BIF	VENTURI
115	70993006701	E.I.S.A.I. - VITAMIN E	9801 BAY AREA BLVD.	8"	ROCKWELL	TURBINE
116	50011700101	EARTHGRAINS	4104 LEELAND			EFFLUENT
117	50100003201	EARTHGRAINS	1802 INGEBORG			EFFLUENT
118	50100012801	ECCO PROPERTIES	4423 SAN FELIPE			EFFLUENT
119	70993001901	EGP FUELS	SENS RD,	6"	ROCKWELL	TURBINE
120	50016000100	ENGINEERS AND FAB	3501 W 11TH ST.			EFFLUENT
121	50100015201	ENRON	7210 ARDMORE			EFFLUENT
122	70990061109	ENTERPRISE	MONT BELVIEU	20"	ROSEMONT	VENTURI
123	70990061109	ENTERPRISE	MONT BELVIEU	6"	MCCROMET	TURBINE
124	50018100102	EVERNEW ENTERPRISE	15831 JOHN F KENNEDY			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
125	50100010001	EXCURSION TRAINS	567 T C JESTER			EFFLUENT
126	70990326100	EXXON	5121 GENOA RED BLUFF	6"	ROCKWELL	TURBINE
127	70990079105	EXXON	13330 HATCHERVILLE RD.	8"	TRIDENT	TURBINE
128	50100004601	EXXON CHEM/BIOPOL MER	8233 STEDMAN			EFFLUENT
129	50010500100	EXXON CHEM/SANITAR Y SEWAGE	8233 STEDMAN			EFFLUENT
130	50100017701	EXXON CO. USA	9670 WESTHEIMER			EFFLUENT
131	50100017601	EXXON CO. USA	8588 LONG POINT			EFFLUENT
132	50100011101	EXXON CO. USA/AES	13350 ALMEDA RD			EFFLUENT
133	50100011301	EXXON COMPANY	1401 WIRT			EFFLUENT
134	50100017501	EXXON COMPANY	5902 SAN FELIPE			EFFLUENT
135	43276686201	EXXON LAND DEVELOPMENT	217 W GREENS RD.			EFFLUENT
136	50100020401	EXXON LAND DEVELOPMENT	217 W. GREENS			EFFLUENT
137	70990080106	EXXON PIPELINE	15 WINFREE RD.	8"	BADGER	VENTURI
138	50100015701	FINCHER MOTOR CO.	8245 NORTH FWY			EFFLUENT
139	50100004901	FIRE BARRACKS	9640 CLINTON			EFFLUENT
140	70990317100	FMC	12000 BAY AREA BLVD.	6"	TRIDENT	TURBINE
141	50020800107	FONDREN SOUTHWEST AUTO DETAILING	12929 FONDREN			EFFLUENT
142	50016800108	FORCE INC	7026 LAWDALE			EFFLUENT
143	50100015301	FRED HAAS TOYOTA	8335 NORTH FREEWAY			EFFLUENT
144	50010700103	GENERAL FOODS	3900 HARRISBURG			EFFLUENT
145	50016100103	GLASS AND DOOR	2002 BRITTMORE			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
146	70993002101	GLOBAL OCTANE	TIDAL ROAD	14"	FLO-MAX	VENTURI
147	70993005301	GNI/GROUP	2525 BATTLEGROUN D RD.	8"	TRIDENT	TURBINE
148	70990330103	GOODYEAR TIRE & RUBBER	13441 BAY AREA BLVD.	6"	ROCKWELL	
149	70990333106	GRAVER SOUTHWEST		4"	TRIDENT	TURBINE
150	50100006701	GSF ENERGY	9416 LEY			EFFLUENT
151	50100006801	GSF ENERGY	9416 LEY			EFFLUENT
152	50100018701	GTM SERVICE	6407 HURST			EFFLUENT
153	50020400102	GULF COAST KENWORTH	6855 E. NORTH LOOP			EFFLUENT
154	70990358110	GULF COAST LIMESTONE	10430 PORT RD.	3"	TRIDENT	TURBINE
155	70990336109	GULF COAST WASTE	910 BAY AREA BLVD.	4"	ROCKWELL	TURBINE
156	70990010102	GULF COAST WATER AUTHORITY	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE
157	70990010102	GULF COAST WATER AUTHORITY - A	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE
158	70990010102	GULF COAST WATER AUTHORITY - C	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE
159	70990010102	GULF COAST WATER AUTHORITY - D	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE
160	70990010102	GULF COAST WATER AUTHORITY- B	18530 HIGHWAY 3	10"	ROCKWELL	TURBINE
161	50100005101	GULF STATES TOYOTA/ METER # 1	9640 CLINTON			EFFLUENT
162	50100005201	GULF STATES TOYOTA/ METER # 2	9640 CLINTON			EFFLUENT
163	50100006101	GULF STATES TOYOTA/METE R #3	9640 CLINTON			EFFLUENT
164	50100005601	GULF STATES TOYOTA/METE R #5	9640 CLINTON			EFFLUENT
165	70990339101	HALDOR TOPSOE	10010 BAYPORT	2"	TRIDENT	TURBINE

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
166	70993001701	HALTERMANN	16717 JACINTO PORT BLVD	6"	TRIDENT	TURBINE
167	70990091106	HAMPSHIRE	739 BATTLEGROUND D RD.	6"	ROCKWELL	TURBINE
168	70993004201	HARRIS COUNTY M.U.D. # 122	S. GESSNER ROAD	8"	TRIDENT	TURBINE
169	70990001701	HARRIS COUNTY M.U.D. #55	WEST BAY AREA	6"	TRIDENT	TURBINE
170	70993001401	HARRIS COUNTY M.U.D. #8	NORMANDY BRIDGE	10"	ROCKWELL	TURBINE
171	70993001401	HARRIS COUNTY M.U.D. #8	HALIFAX INTERCONNECT	10"	HERSEY	TURBINE
172	70993003801	HARRIS COUNTY M.U.D. 158	13403 GABY VIBRO DR.	8"	TRIDENT	TURBINE
173	70993003801	HARRIS COUNTY MUD # 158	13455 BELLAIRE	10"	ROCKWELL	TURBINE
174	70993003801	HARRIS COUNTY MUD # 158	13550 INDIAN BLANKET	8"	HERSEY	TURBINE
175	50017800109	HEB MILK PLANT	10010 CLAY RD.			EFFLUENT
176	50100007601	HEIGHTS CLEANERS	220 E 11 <sup>TH</sup>			EFFLUENT
177	50100017401	HERTZ RENT A CAR	5050 WRIGHT			EFFLUENT
178	70993004001	HILLSHIRE VILLAGE	1350 GLOURI	6"	HERSEY	TURBINE
179	70990016108	HLP BAYTOWN	FM 1405	12"	BADGER	VENTURI
180	70990015107	HLP UVALDE/CHAN NELVIEW	UVALDE		BADGER	VENTURI
181	50100000301	HOUSTON COCA COLA	2819 BERKLEY			EFFLUENT
182	50100000201	HOUSTON COCA COLA	2800 BISSONNET			EFFLUENT
183	50014605102	HOUSTON COUNTRY CLUB	I POTOMAC			EFFLUENT
184	50100007101	HOUSTON HEAT TRACING	1301 HAYS			EFFLUENT
185	50100009801	HOUSTON HEAT TRACING	4111 ROBERTSON			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
186	70990297103	HUNTSMAN	12222 PORT RD	12"		VENTURI
187	50100000501	HURRICANE TANK CLEANING	11000 BEAUMONT			EFFLUENT
188	50010400100	INDRESCO	7007 PINEMONT			EFFLUENT
189	50100019301	INDUSTRIAL METAL FINISHING	4200 PERRY			EFFLUENT
190	50100019401	INDUSTRIAL METAL FINISHING	4200 PERRY			EFFLUENT
191	50100016301	INTERNATIONA L ENGINEERS	1314 WEST BELT NORTH			EFFLUENT
192	50100006001	INT'L SEAMANS	9640 CLINTON			EFFLUENT
193	70993002401	ITC		1.5"	ROCKWELL	
194	50100007301	JACOB STERN & SONS	1906 75 <sup>TH</sup>			EFFLUENT
195	50019300101	JALCO	5148 LOTUS			EFFLUENT
196	50100006602	KINGS ROW MANUFACTUR ED HOME	10810 TELEPHONE			EFFLUENT
197	50100015901	KINGWOOD ATHLETIC CLUB	806 RISSELL PALMER			EFFLUENT
198	70993000701	LAPORTE WATER AUTHORITY	SOUTHEAST PURIFICATION	16"	ROCKWELL	TURBINE
199	50100007701	LINDEBERG	8316 EAST FWY			EFFLUENT
200	70990347109	LIQUID CARBONIC	9950 CHEMICAL RD.	2"	TRIDENT	TURBO
201	50100015601	LONE STAR FORD INC.	8477 1/2 NORTH FWY			EFFLUENT
202	50100011503	LTV ENERGY PRODUCTS	7600 S. SANTA FE DR.			EFFLUENT
203	70990044103	LUBRIZOL	TIDAL RD.	10"	ROCKWELL	TURBINE
204	70990005614	LYONDELL CITGO	HWY 225	30"	BIF	VENTURI
205	70990048107	LYONDELL PETROCHMCAL	UVALDE/CHANN ELVIEW	36"	BADGER	VENTURI

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206	70990065102	LYONDELL/EN RON	MONT BELVIEU	8"	TRIDENT	TURBINE
207	70990346108	MCKENZIE TANK LINES	11500 CHOATE RD.	4"	ROCKWELL	
208	50019400101	MEMORIAL HOSPITAL	7600 BEECHNUT			EFFLUENT
209	70993004101	MEMORIAL VILLAGE				
210	50100017001	METAL PLATE	10625 NEEDHAM			EFFLUENT
211	70990045104	MILLENNIUM PETROCHEMIC ALS/SYNGAS	HWY 225			VENTURI
212	70990045104	MILLENNIUM PETROCHEMIC ALS/SYNGAS	11603 STRANG RD	10"	ROCKWELL	TURBINE
213	70990045104	MILLENNIUM PETROCHEMIC ALS/SYNGAS	11603 STRANG RD	10"	TRIDENT	TURBINE
214	50100008101	MIRROR INDUSTRIES	11510 KILBURN			EFFLUENT
215	70990096100	MOBIL CHEMICAL	9822 LAPORTE FWY	10"	ROCKWELL	TURBINE
216	70990025106	MOBIL MINING	HWY 225	10"	HERSEY	TURBINE
217	50100002801	MONARCH PAINT #1	3530 LANG RD.			EFFLUENT
218	50100008401	MONARCH PAINT #2	3526 LANG			EFFLUENT
219	50100019901	MONTCLAIR	5564 WESLAYAN			EFFLUENT
220	70990342104	MONTELL				
221	50100002901	NEWPARK SHIP BLDG. REPAIR	8502 CYPRESS			EFFLUENT
222	70993003201	NISSEKI	10500 BAY AREA BLVD.	3"	TRIDENT	TURBINE
223	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE
224	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE
225	70993001301	NORTH CHANNEL WATER	MARKET & FEDERAL RD.	10"	NEPTUNE	TURBINE

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
226	70993001001	NOVA MOLECULAR	10200 BAY AREA BLVD.	3"	TRIDENT	TURBINE
227	70990069106	OCCIDENTAL	HWY 225	24"	TECHTUBE	VENTURI
228	70993004701	OILTANKING	15602 JACINTO PORT BLVD.	10"	ROCKWELL	TURBINE
229	70993004901	OILTANKING	15602 JACINTO PORT BLVD.	10"	ROCKWELL	TURBINE
230	70990066103	OXY GULF COAST FRACTIONATORS	9500 FM 1942	10"	ROCKWELL	TURBINE
231	50100021001	OZARKA	9351 E POINT			EFFLUENT
232	50100019501	PARK PLAZA WAREICK	5702 FANNIN			EFFLUENT
233	50100013903	PARK PLAZA WARWICK	5702 FANNIN			EFFLUENT
234	70990363103	PETROLITE	13200 BAYPARK	4"	TRIDENT	TURBINE
235	50100020001	PETROSIN	12221 ALMEDA			EFFLUENT
236	70990300106	PETROUNITED	11666 PORT RD	3"	TRIDENT	TURBINE
237	50100018201	PHAM TUYHN	1109 #A TELEPHONE			EFFLUENT
238	70990021619	PHILLIPS	HWY 225	36"	TECH TUBE	VENTURI
239	50100020501	PHOTOCOLOR OH HOUSTON	3302 AUDLEY			EFFLUENT
240	50100018601	PILGRIM CLEANERS	11320 FONDREN RD.			EFFLUENT
241	50100018301	PILGRIM CLEANERS	6415 SAN FELIPE			EFFLUENT
242	50100018501	PILGRIM CLEANERS	10816 W. BELLFORT			EFFLUENT
243	50100017801	PILGRIM CLEANERS	2538 BRIAR RIDGE			EFFLUENT
244	50100019801	PILGRIM CLEANERS	1498 WILCREST			EFFLUENT
245	50100021101	PLEXMAR RESINS	959 PLEASANTVILLE			EFFLUENT
246	50011500100	PM AG PRODUCTS	7600 S. HARBOR DR.			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
247	50100007801	PORT OF HOU/SEWER	9000 CLINTON			EFFLUENT
248	70993002501	PORT OF HOUSTON	3100 PENN CITY RD.	6"	ROCKWELL	TURBINE
249	50100002101	PORT OF HOUSTON	1600 77TH ST.			EFFLUENT
250	70990094109	PRAXIR	556 SENS RD	10"	ROCKWELL	TURBINE
251	50100018101	REDDY ICE	9122 TELEPHONE			EFFLUENT
252	50100001701	REED TOOL COMPANY	6501 NAVIGATION BLVD.			EFFLUENT
253	70993003001	REGIONAL WATER AUTHORITY	10211 1/2 HUGHES RD.	6"	ROCKWELL	TURBINE
254	70993003001	REGIONAL WATER AUTHORITY	10730 SAGE TRAIL	6"	ROCKWELL	TURBINE
255	50012000105	RHONE- POULENC CHEMICAL	8615 MANCHESTER			EFFLUENT
256	50100005801	RHONE- POULENC CHEMICAL	8615 MANCHESTER			EFFLUENT
257	50100007201	RIVIANA	1702 TAYLOR			EFFLUENT
258	70990053101	ROHM & HAAS	TIDAL RD	20.482"	BADGER	VENTURI
259	70990057101	ROLLINS ENVIRONMENT AL	HWY 134	10"	ROCKWELL	TURBINE
260	70990057101	ROLLINS ENVIRONMENT AL	HWY 134	10"	ROCKWELL	TURBINE
261	50010705107	ROYAL COACH	700 W. GREENS			EFFLUENT
262	50100014601	ROYAL COACH	700 W GREENS			EFFLUENT
263	50100019701	ROYAL COACH	700 W GREENS			EFFLUENT
264	70993004801	S.W MUD # 1	FONDREN & FONMEADOW	10"	TRIDENT	TURBINE
265	70993004801	S.W. MUD # 1	8000 WEST AIRPORT BLVD.	10"	TRIDENT	TURBINE
266	50017900108	SANDVIK ROCK TOOLS	8760 CLAY			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
267	50100015501	SATURN OF HOUSTON	8355 NORTH FWY			EFFLUENT
268	50012600100	SCHUMACHER	5610 POLK			EFFLUENT
269	50100005702	SE PURIFICATION	3100 GENOA RED BLUFF			EFFLUENT
270	50100000401	SHASTA BEVERAGES	7333 MAJOR			EFFLUENT
271	70990073100	SHELL OIL	CENTER STREET	36"	TECH TUBE	VENTURI
272	50100002001	SHELL OIL	1500 OLD SPANISH TRAIL			EFFLUENT
273	50100014901	SHELL OIL	2302 #A W HOLCOMBE			EFFLUENT
274	50100018401	SHELL OIL COMPANY	200 N. DAIRY ASHFORD			EFFLUENT
275	50100015101	SHELL OIL COMPANY	200 N DAIRY ASHFORD			EFFLUENT
276	70990020618	SIMPSON PAPER	PASADENA	16"	TECH TUBE	VENTURI
277	70990020618	SIMPSON PAPER	PASADENA (MAIN)	24"	TECH TUBE	VENTURI
278	70993004301	SOUTHEAST MUD. #1				
279	50100017201	SOUTHERN PACIFIC	3502 ROGERDALE			EFFLUENT
280	50100016501	SOUTHERN PACIFIC # 15348	1400 HARDY			EFFLUENT
281	50100016401	SOUTHERN PACIFIC # 15349	1409 HARDY			EFFLUENT
282	50100016601	SOUTHERN PACIFIC # 15350	1409 HARDY			EFFLUENT
283	50100008801	SOUTHWEST IMPREDLON	15014 LEE RD			EFFLUENT
284	50100017101	SPARKLE ICE CORPORATION	6004 N. SHEPHERD			EFFLUENT
285	50100013301	STAR ENTERPRISE	12859 #A KIMBERLEY			EFFLUENT
286	50100016001	STAR ENTERPRISE	6923 ANTOINE			EFFLUENT
287	50100021201	STAR ENTERPRISE	2601B S WEST LOOP			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
288	50100005401	STORAGE PROCESSORS	9640 CLINTON			EFFLUENT
289	50013600109	TBC-BRINADD	235 FARISS			EFFLUENT
290	50013400119	TEN TEN TRAVIS	1001 LOUISIANA			EFFLUENT
291	50100018801	TEXAS DEPARTMENT OF TRANSPOR.	6922 KATY RD.			EFFLUENT
292	70990085100	TEXAS EASTERN	HWY 146	8"	TRIDENT	TURBINE
293	70990085100	TEXAS EASTERN	HWY 146	8"	TRIDENT	TURBINE
294	50100009903	TEXAS LEHIGH CEMENT	565 T.C. JESTER			EFFLUENT
295	70990008617	TEXAS PETROCHEMICAL	ALLENDALE	14"	BADGER	VENTURI
296	50100005901	TEXAS PETROCHEMICAL	8600 PARK PLACE			EFFLUENT
297	50100000103	THAKORBHAI V PATEL	4831 N. SHEPHERD			EFFLUENT
298	50100004701	THAKORBHAI V PATEL	4831 N. SHEPHERD			EFFLUENT
299	50100006502	THE CELOTEX COTP.	1400 POST OAK			EFFLUENT
300	50018200100	THE GROCE	753 LOCKWOOD			EFFLUENT
301	50100013801	THE WILLOWICK	2200 WILLOWICK			EFFLUENT
302	50100001902	THERMAL ENERGY CORP	1615 BRAESWOOD			EFFLUENT
303	50100001901	THERMAL ENERGY CORP	1615 BRAESWOOD			EFFLUENT
304	50020600104	THROWER ENTERPRISES	5409 N. SHEPHERD			EFFLUENT
305	50100015801	TRAILWAYS	2121 MAIN			EFFLUENT
306	70990294100	TRIGAS (AIRCO INC.)	13440 BAY AREA BLVD.	6"	ROCKWELL	TURBINE
307	70990092107	TX.PRKS AND WILDLIFE	3523 HWY 134	2"	ROCKWELL	TURBINE
308	70990095100	U.S. STEEL	FM 1405/BAYTOWN		BADGER	VENTURI

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
309	70990095100	U.S. STEEL	FM 1405/BAYTOWN		BADGER	VENTURI
310	50018705100	UNCLE BENS INC	5610 CLINTON			EFFLUENT
311	70993003401	VELERO REFINING(PHIB RO)	9700 STEELMAN	10"	ROCKWELL	TURBINE
312	70990384102	VELSICOL CHEMICAL	10201 BAY AREA BLVD	2"	TRIDENT	TURBINE
313	70990384102	VELSICOL CHEMICAL	10201 BAY AREA BLVD	6"	ROCKWELL	TURBINE
314	50100005502	VOLKSWAGON OF AMERICA	9640 CLINTON			EFFLUENT
315	50100009101	VOLKSWAGON OF AMERICA	9640 CLINTON			EFFLUENT
316	70993006801	W.W. CANNING	223 N. BROCKMAN	6"	TRIDENT	TURBINE
317	70990075101	WARREN PETROLEUM	HWY 146	10"	ROCKWELL	TURBINE
318	70990075101	WARREN PETROLEUM	HWY 146	8"	ROCKWELL	TURBINE
319	7099075101	WARREN PETROLEUM	10319 HWY 146		SPARLING	PROPELLER
320	7099075101	WARREN PETROLEUM	10319 HWY 146		SPARLING	PROPELLER
321	43272730301	WARWICK REAL ESTATE	5702 FANNIN			EFFLUENT
322	50100012901	WASTE MANAGEMENT	3228 BENNINGTON			EFFLUENT
323	50100013001	WASTE MANAGEMENT	3228 1/2 BENNINGTON			EFFLUENT
324	50100016901	WESTCHASE SHOPPING	9709 WESTHEIMER			EFFLUENT
325	50014600108	WESTERN ATLAS	10201 WESTHEIMER			EFFLUENT
326	50018000109	WESTERN ATLAS	10205 WESTHEIMER			EFFLUENT
327	50020200109	WESTERN ATLAS	10201 WESTHEIMER			EFFLUENT
328	50019405106	WESTWOOD COUNTRY CLUB	8888 COUNTRY CREEK			EFFLUENT
329	50100003701	WESTWOOD COUNTRY CLUB	8888 COUNTRY CREEK			EFFLUENT

ITEM #	ACCT#	NAME	ADDRESS	SIZE	MAKE	TYPE
330	50100001801	WILLIAM MARSH RICE UNIVERSITY	6100 MAIN			EFFLUENT
331	50018205105	WR GRACE	4323 CRITES			EFFLUENT
332	70990055610	XRAL (DIAMOND SHAMROCK)	MONT BELVIEU	10"	TRIDENT	TURBINE
333	50019000109	Y N PROPERTIES	6115 SKYLINE			EFFLUENT
334	70990345107	ZENECA	5757 UNDERWOOD	10"	TRIDENT	TURBINE
335	50016400104	ZENECA INC	8901 HEMPSTEAD			EFFLUENT
336	50100004401	ZENECA INC - #2	8901 HEMPSTEAD			EFFLUENT
337	50100004301	ZENECA INC - #3	8901 HEMPSTEAD			EFFLUENT
338	50100013101	ZENECA INC # 5	8901 HEMPSTEAD			EFFLUENT
339	50100004501	ZENECA INC #4	8901 HEMPSTEAD			EFFLUENT
340	70995556105	ZEON	11235 CHOATE RD	8"	ROCKWELL	TURBINE

[The rest of this page intentionally left blank.]

**EXHIBIT "C"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "D"**  
**MWBE REQUIREMENTS**

[The rest of this page intentionally left blank.]

**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. Energy Electric Supply, Inc. (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 Mayor's Office of Business Opportunity (MOBO) Director ("the Director")
2. Energy Electric Supply, Inc. (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 MOBO.
  - 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 MOBO 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 MOBO policy and/or ordinance contact MOBO at (832) 393-0600, 611 Walker, 7<sup>th</sup> Floor, Houston, Texas 77002.

# ATTACHMENT "D"

City of Houston  
Office of Business Opportunity  
Schedule of MWDBE Participation

PROJECT NAME & NUMBER: L24255 - Water Meter Instrumentation Calibration & Repair

PRIME CONTRACTOR: Kathy Hagan dba Mud Instruments

LIAISON/PHONE: 281-421-1864

NAME OF MINORITY/WOMEN DISADVANTAGED FIRM	CERTIFICATION NO.	DESCRIPTION OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT
ENERGY ELECTRIC SUPPLY, INC	11-10-1153	SUPPLY INSTRUMENTATION	26,325.00	12%
<b>TOTALS</b>				

<b>\$219,375.00</b>	<b>12%</b>	<b>\$26,325.00</b>	<b>12%</b>
Total Contract Amount	MWDBE Goal	MWBE Subcontract Amount	MWBE % of Total Contract Amount

The undersigned will enter into a formal contract with MWDBE firms for work listed in this 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:  Name: KATHY HAGAN Title: OWNER

NOTE: All firms must be certified by the City of Houston Office of Business Opportunity and Contract Compliance Office to count toward the MWDBE participation goal.

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

**N/A**

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EXHIBIT "F"

ATTACHMENT C

Contractor's Certification of No Safety Impact Positions  
In Performance of a City Contract

I, KATHY HAGAN (Name) (Print/Type) OWNER (Title) as an owner or officer of MWD INSTRUMENTS (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 §5.16 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.  
Date JUN 10, 2012

Contractor Name Kathy Hagan  
Signature Kathy Hagan  
Title OWNER

ATTACHMENT D

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

I, KATHY HAGAN (Name) (Print/Type) OWNER (Title) as an owner or officer of MWD INSTRUMENTS (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 5.13 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.  
Date JUN 10, 2012

Contractor Name KATHY HAGAN  
Signature Kathy Hagan  
Title OWNER

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

N/A

**EXHIBIT "H"  
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>YEAR ONE</b>	<b>Water Meter Instrumentation, Calibration &amp; Repair Services</b>		
1	YEAR ONE Straight Time:Demand Service Calls	HR	105.00
2	YEAR ONE Preventive Maintenance	HR	105.00
3	YEAR ONE Parts and Materials Cost Plus Markup (15%)	EA	12,075.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>YEAR TWO</b>	<b>Water Meter Instrumentation, Calibration &amp; Repair Services</b>		
1	YEAR TWO Straight Time:Demand Service Calls	HR	105.00
2	YEAR TWO Preventive Maintenance	HR	105.00
3	YEAR TWO Parts and Materials Cost Plus Markup (15%)	EA	12,075.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>YEAR THREE</b>	<b>Water Meter Instrumentation, Calibration &amp; Repair Services</b>		
1	YEAR THREE Straight Time:Demand Service Calls	HR	105.00
2	YEAR THREE Preventive Maintenance	HR	105.00
3	YEAR THREE Parts and Materials Cost Plus Markup (15%)	EA	12,075.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>YEAR FOUR</b>	<b>Water Meter Instrumentation, Calibration &amp; Repair Services</b>		
1	YEAR FOUR Straight Time:Demand Service Calls	HR	105.00
2	YEAR FOUR Preventive Maintenance	HR	105.00
3	YEAR FOUR Parts and Materials Cost Plus Markup (15%)	EA	12,075.00

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>YEAR FIVE</b>	<b>Water Meter Instrumentation, Calibration &amp; Repair Services</b>		
1	YEAR FIVE Straight Time:Demand Service Calls	HR	110.00
2	YEAR FIVE Preventive Maintenance	HR	110.00
3	YEAR FIVE Parts and Materials Cost Plus Markup (15%)	EA	12,075.00

## EXHIBIT "I" PAY OR PLAY PROGRAM

CITY OF HOUSTON  
STANDARD SPECIFICATION  
FORM POP 2 (DOCUMENT 00430)

OFFICE OF BUSINESS OPPORTUNITY  
CERTIFICATION BY BIDDER  
EFFECTIVE 7.1.07



### CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: MUD INSTRUMENTS s 219,375.00  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 10902 DAVID LEE CROSBY TX 77532

Project No.: [IGFS/ICP/A/P/File No.] L24255

Project Name: [Legal Project Name] WATER METER INSTRUMENTATION CALIBRATION (REPAIR)

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

- Yes  No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.
- Yes  No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet 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 and no more than \$150 per month.
- Yes  No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. (NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")
- Yes  No If contract labor is utilized the Contractor agrees to report hours worked by the contract labor and Pay \$1.00 per hour for work performed.
- Yes  No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes  No For Prime Contractors Only. Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Required	Yes	No
Total Employees on City Job	2	0
Covered Employees	2	0
Non-Covered Employees	0	0
Exempt Employees	0	0

I hereby certify that the above information is true and correct

VERNON A. HAGAN JR.  
CONTRACTOR (Signature)

APRIL 25, 2012  
DATE

VERNON A. HAGAN JR. SALES / SERVICE MANAGER  
NAME AND TITLE (Print or type)

Form POP 2

Revised 05/12/2011

NAME AND TITLE (Print or type)