

THE STATE OF TEXAS

BID # S39-L22721

COUNTY OF HARRIS

ORDINANCE # 2008-99
CONTRACT # 4600008565

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR TIRE RETREADING AND REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **TEXAS CORRECTIONAL INDUSTRIES** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director
of Solid Waste Management Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Texas Correctional Industries
Darrington Tire Retreading Facility
59 Darrington Road
Rosharon, Texas 77583
Phone: 281-595-3465
Fax: 281-595-3101

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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3.0 PARTS INCORPORATED:

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

4.0 CONTROLLING PARTS:

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

5.0 DEFINITIONS:

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

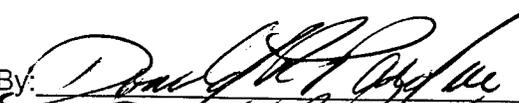
6.0 SIGNATURES:

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

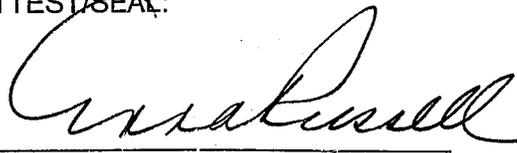
ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

By: 
Name: VERONICA AZEGRE
Title: ACCOUNTANT II

By: 
Name: Donald R. Aldred
Title: ASST. Facility Manager
Federal Tax ID Number: 74-6001431

ATTEST/SEAL:



City Secretary

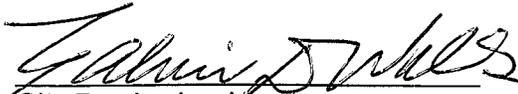
CITY OF HOUSTON, TEXAS

Signed by:

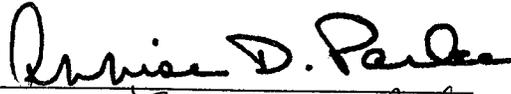
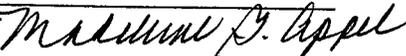
 

Mayor

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:


City Controller 

DATE COUNTERSIGNED:

2-15-08

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.

January 3, 2008
Date

Cecilia Martinez
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 and supervision necessary to perform the services described in Exhibit "B."

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

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

2.2 INDEMNIFICATION:

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

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

2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT

AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

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

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

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

3.3 Defense of Claims

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

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

4.0 INSURANCE:

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

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

4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount

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

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

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

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

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

5.0 **WARRANTIES:**

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

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

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

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

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

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

6.0 **LICENSES AND PERMITS:**

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

7.0 **COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

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

8.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 8.1 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.
- 8.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 8.2.1 a copy of its drug-free workplace policy,
 - 8.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
 - 8.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."
- 8.3 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 "F." 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.
- 8.4 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.
- 8.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

9.0 ENVIRONMENTAL LAWS:

- 9.1 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.
- 9.2 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.

10.0 CONTRACTOR'S PERFORMANCE:

10.1 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.

11.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

11.1 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.

11.2 Failure of Contractor to pay it's employees as required by law shall constitute a default under this contract for which the Contractor and it's surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

11.3 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.

12.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM

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

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 "G" 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 \$66,000.00 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 sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of notice]
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ _____, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ _____.

SIGNED:
(Signature of the City Controller)
City Controller of the City

REQUESTED:
(Signature of the Director)
Director

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 Agent shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

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

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR

PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY:

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

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

2.0 FORCE MAJEURE:

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

3.0 SEVERABILITY:

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

4.0 ENTIRE AGREEMENT:

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

5.0 WRITTEN AMENDMENT:

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

6.0 APPLICABLE LAWS:

- 6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any

regulatory body or officer having jurisdiction.

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

7.0 NOTICES:

7.1 All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

EXHIBIT "A" **DEFINITIONS**

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" mean the Directors 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.

"Manufacturer" means the original manufacturer or producer of a part or component.

"Materials" means any substance specified for use in the accomplishment of the Contract Work.

"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.

"Provide", except as otherwise defined in greater detail, means furnish and install, complete, and ready for intended use.

"Repair" means to restore to good or sound working condition.

"Work" is defined as all services to be provided by the Contractor as defined by the specifications herein.

EXHIBIT "B"
SCOPE OF SERVICES

1.0 BACKGROUND

1.1 This Contract is for the replacement of worn rubber on a tire tread and tire repair services. The Contractor awarded this contract shall have the experience and technical ability to retread and repair used tires owned by the City of Houston (herein referred to as the "City") in accordance with the processing standards in the industry.

2.0 SCOPE OF SERVICES

- 2.1 Contractor shall perform precure retreading and radial tire repair services.
- 2.2 Contractor shall provide all labor, materials, equipment, tools, supervision, training, and transportation necessary for tire retreading and repair services.
- 2.3 Contractor shall provide tread rubber that meet or exceed the minimum specifications in the chart below:

TREAD RUBBER SPECIFICATIONS

PROPERTIES	MINIMUM	MAXIMUM	TYPICAL
Tensile Strength (Psi)	2250	-----	-----
Elongation (%)	430	600	500
Modulus at 300% (Psi)	1200	1700	1500
Hardness	61	70	65
Specific Gravity	1.105	1.145	1.13
RHC by Weight (RHC - Rubber Hydro Carbons)	-----	50%	-----
PBD Content (PBD - Polybutadiene)	-----	40%	35%
Acetone Extract	-----	22%	-----
Carbon Black	-----	-----	N339 or better

2.4 Contractor shall provide tread designs and tread depths that conform to specifications in the chart below:

TREAD DESIGNS AND TREAD DEPTHS SPECIFICATIONS

TYPE OF TIRE	TREAD DESIGN	TREAD DEPTH
Light Truck Tire	Highway	12/32"
Light Truck Tire	Traction - Mud & Snow	15/32"
Medium Truck Tire	Highway	16/32"
Medium Truck Tire	Traction - Mud & Snow	18/32"
Medium Truck Tire	Trailer	12/32"
Medium Truck Tire	Waste Hauler Lug	26/32"

2.4.1 The City reserves the right to request minimum tread design and tread depth requirements. Additional tread designs and tread depths may be authorized by the City Department.

2.5 Contractor shall provide tire pickup and delivery services. Contractor shall pickup City-owned used tires from the City collection site and return retreaded, repaired and rejected tires to the City collection site within ten (10) working days. THE CITY WILL NOT PAY ANY PICKUP OR

DELIVERY CHARGES.

2.6 INITIAL TIRE INSPECTION

2.6.1 A trained, certified operator shall inspect all tires and determine if the tires are acceptable for retread or repair processing.

2.6.2 The inspection shall include, but is not limited to, placing the tire on a mechanical spreader under adequate lighting (at a minimum of 300 feet/candles), and distortion of the natural contour sufficient for visual inspection. Acceptable non-destructive inspection equipment could be any of the following: electronic, ultrasonic, X-ray, electro-mechanical, holography, shearography or other types of tire inspection equipment which can aid in the determining the tire integrity and best use.

2.6.2.1 Tires accepted by the Contractor for retreading shall not contain any of the following:

2.6.2.1.1 Ply separation

2.6.2.1.2 Broken, damaged, kinked, or exposed bead wire

2.6.2.1.3 Injuries to plies in the bead area

2.6.2.1.4 Flex breaks

2.6.2.1.5 Loose cords on the inside ply or evidence of overload, under-inflation or run flat

2.6.2.1.6 Tread separations which cannot be removed during buffing or which extend into the sidewall area

2.6.2.1.7 Sidewall separation

2.6.2.1.8 Weather cracking extending into the body plies

2.6.2.1.9 Non-repairable damage to the inner liner or bead seating area on a tire designated as tubeless

2.6.2.1.10 Nail hole or injuries of sufficient sizes and numbers that cannot be repaired using acceptable commercial practice

2.6.2.1.11 Radial belt separations

2.6.2.1.12 Radial tires worn to the extent that requires more than 10% of the circumference of the top ply to be removed during buffing

2.6.2.1.13 An injury through all plies in excess of 3 inches in length in 7.50-20 size and smaller, and in excess of 4 inches in all larger sizes

2.6.2.1.14 Brakes entirely through the sidewall of the tire, closer than 2 inches to the base of the bead

2.6.2.1.15 Less than 20% of the original design remaining. Unless the repairs needed are of the reinforcement or spot type

- 2.6.2.1.16 Radial cracks which extend into the cord body
- 2.6.2.1.17 Wear into the cord body - does not include breaker strips
- 2.6.2.1.18 Aged or cracked sidewalls
- 2.6.2.1.19 Tires with cords deteriorated by exposure to water or other substances
- 2.6.2.1.20 Tires damaged by fire or excessive heat
- 2.6.2.1.21 Tires deformed in storage or elsewhere so they cannot be mounted on a rim or which will not assume their proper shape or inflation

2.7 RETREADING PROCESS

2.7.1 Buffing

- 2.7.1.1 Tires shall be buffed to appropriate dimensions based on the retread system used. The worn tread surface shall be removed to a symmetrical profile in accordance with procedural specifications. The buffed area of the tire shall be free of contamination and oxidation. All buffing shall be performed on an inflated buffer.
- 2.7.1.2 Tread surface preparation involving skives down to the underlying cord fabric will be treated in the conventional manner.
- 2.7.1.3 Exposed steel cables will be cut back to surrounding rubber. Any buzzouts in radial ply truck tires exceeding 25% of actual body plies must be reinforced with proper size repair unit.
- 2.7.1.4 Precure Treading
 - 2.7.1.4.1 Tires shall be buffed to the appropriate dimensions based on the retread system used.

2.7.2 Cementing

- 2.7.2.1 Buffed tires to be cemented shall be clean and free of foreign materials, such as buffing dust, dirt, oil, etc. Cementing shall be accomplished within a maximum of one hour after buffing, but not before the tire has cooled to ambient temperature. Buffed tires stored longer than one hour shall be reworked prior to cementing.

2.7.3 Tread Application

- 2.7.3.1 All tires must be inflated for tread application with beads spread to appropriate wheel width.
- 2.7.3.2 Precure Retreading
 - 2.7.3.2.1 The tread rubber shall be centered around the buffed circumference of the tire. Tread pattern interruption shall be minimized at the tread splice. The cut ends of tread shall have a roughened texture over

the entire surface and shall be free of contamination. The splice shall be cured together using suitable bonding material. Tread stretch requirements and building tolerance shall meet the requirements of the materials and equipment used.

2.7.4 Curing (Vulcanization)

2.7.4.1 Precure Retreading

2.7.4.1.1 Envelopes, diaphragms, or sealing ring devices used to cure the tire shall be free of leaks and defects. Curing time for the tread rubber must be controlled by a time clock. Temperature and pressure must be adequate as specified for the system used. Typical temperature ranges from 200°F to 310°F.

2.7.5 Final Inspection

2.7.5.1 The operator (retreader) shall make a final inspection of the retreaded tire. The inside of the tire shall be checked on a tire spreader with adequate lighting (at a minimum of 300 feet/candles) to ensure that nails holes, reinforcement repairs, skives, section, and bead repairs are properly bonded and cured.

2.7.5.1.1 If the retreaded tire shows any defects which will result in less than optimum performance, the retread shall be rejected and reworked.

2.7.5.2 A light coat of paint may be applied to all finished tires.

2.7.5.3 Contractor shall permanently and legibly mark the tires with a Contractor's identification code and the date of retreading or repair.

2.8 REPAIR PROCESS

2.8.1 All tire repairs must be carried out using prescribed methods and tools. Operators must be trained to industry recognized repairing standards. Final determination of repairability, type of repair, and repair material must be made after skiving and inspection, and in accordance with the recommended tables and criteria of the tire manufacturer.

2.8.2 All materials used to retread or repair tires must be compatible (for example: cement with cushion gum)

2.8.3 Radial Tire Repairs

2.8.3.1 Nail Hole Repair

2.8.3.1.1 A nail repair is the repair of an injury to the tire caused by the penetration of nails, screws, etc. and is less than or equal to 3/8" (9mm) in size.

2.8.3.1.1.1 A nail hole injury can be repaired either before or after the tire is buffed.

2.8.3.1.1.2 Any number of nail holes in radial tire can be repaired. The only limiting factor is that repair patches do not overlap.

2.8.3.1.1.3 A nail hole injury less than or equal to 3/8" (9mm) in diameter through the repairable area of a tube type or tubeless radial tire will require a unit and plug repair. If the injury in a truck tire is greater than 3/8" (9 mm) after all damage has been removed, the injury will require a section repair.

2.8.3.2 Spot Repair

2.8.3.2.1 A spot repair is the removal and replacement of rubber in an injury. An injury can be treated as a spot repair in the repairable area of a radial tire if less than 25% of the actual body plies are damaged. Any number of spot repairs can be made in a tire.

2.8.3.3 Reinforcement Repair

2.8.3.3.1 A reinforcement repair is the repair of an injury through 25% but less than 75% of the body plies of a radial tire. The repair will require both hole filling material and a reinforcing repair unit.

2.8.3.4 Section Repairs

2.8.3.4.1 A section repair is made when an injury extends beyond 75% or more of the body plies of a radial tire, in either the tread or sidewall, in the repairable area.

2.8.3.5 Bead Repair

2.8.3.5.1 A bead repair is made to the rubber covering the bead structure of the tire.

2.8.3.5.2 The following conditions will be considered repairable in the rubber covering the bead area of a radial tire:

2.8.3.5.2.1 Cuts or tears in the rubber covering the bead area that do not damage body plies or expose bead wires;

2.8.3.5.2.2 Limited in size to that which will assure duplication of original bead contours; and

2.8.3.5.2.3 Repairs that are practical and can be performed at low cost.

2.9 Collection

2.9.1 During City business hours (7:00 a.m. to 3:00 p.m.), Contractor shall pick-up used, damaged tires from the following collection site:

Solid Waste Management Department
5617 Neches
Houston, Texas 77026

2.9.2 Contractor shall obtain a City of Houston Return Authorization Form from the City department for each tire collected. Contractor shall list the following information on the

receipt or Return Authorization Form, delivery ticket, and invoice:

- 2.9.2.1 Brand, serial number and size of each tire;
- 2.9.2.2 Type of repair to be performed on each tire;
- 2.9.2.3 Location of pick-up and delivery; and
- 2.9.2.4 Ordinance Number and Contract Number.

2.10 Tire Return

- 2.10.1 Tires that are deemed unacceptable for retread or repair processing shall be returned to the City collection site for disposal.
 - 2.10.1.1 Contractor shall prepare and submit a RAR Report (Return as Received) that includes a detailed tire description and an explanation as to why the tire was not accepted by the Contractor for retread or repair processing.
- 2.10.2 Retreaded or repaired tires that are inspected by the City and deemed unacceptable shall be returned to the Contractor for correction at no additional cost.

2.11 Quality Control

- 2.11.1 Contractor shall develop and post Quality Control Procedures. The procedures shall establish guidelines for personnel performing each operation including, but not limited to, the following:
 - 2.11.1.1 Conditioning of casings (drying casings, etc.)
 - 2.11.1.2 Inspection, procedures; sequence and scope of inspections
 - 2.11.1.3 Buffing
 - 2.11.1.4 Cementing
 - 2.11.1.5 Tread rubber application
 - 2.11.1.6 Curing
 - 2.11.1.7 Trimming and finishing
 - 2.11.1.8 Final inspection
 - 2.11.1.9 Heat
 - 2.11.1.10 Pressure
 - 2.11.1.11 Vulcanizing time
- 2.11.2 Contractor shall be responsible for performing quality control checks on all operations to ensure compliance with established procedures.

3.0 MATERIALS

3.1 Materials to be furnished shall be the latest in production to commercial trade and shall be of the highest quality in the U.S. tire industry. The manufacturer furnishing the materials shall be experienced in the production of such items and shall furnish evidence of having supplied similar materials that have been successful operation.

4.0 OWNERSHIP

4.1 All tires collected at the City collection site shall remain the property of the City.

5.0 WORK STATEMENT

5.1 All work shall be of the highest standards prevailing in the industry and in compliance with applicable codes, rules and regulations governing the work.

6.0 ADDITIONS & DELETIONS

6.1 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 will then be the Contractor's normal and customary charges or rates for the equipment, locations and/or services classified in the fee schedule.

7.0 ESTIMATED QUANTITIES NOT GUARANTEED

7.1 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 user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

8.0 WARRANTY

8.1 Contractor shall provide, at a minimum, a ninety (90) day warranty on materials and workmanship. The warranty period shall begin on the day the City department officially accepts the work. Warranty work shall be completed within five (5) working day of notice.

8.2 Contractor shall maintain a copy of the manufacturer's warranty, which specifies the extent to which the quality or performance of the product is assured and states the conditions under which the product can be returned, replaced, or repaired.

9.0 PROCESSING STANDARDS

9.1 Manufacturer's processing standards shall be followed for proper retreading and repairing of tires. The service facility shall conform to those standards of operation and written procedures (Tri, ARA or approved manual). The horsepower of the boiler should be twenty-five percent (25%) in excess of the required horsepower to operate the repairing and recapping plant so as to eliminate any possibility of lag or poor recovery in steam pressure or heat. The boiler efficiency in the hook up and connections should be efficient and adequate. The steam

pressure carried in the boiler should be twenty-five percent (25%) in excess of the steam pressure required by the equipment for good vulcanizing. Steam should be reduced to provide proper vulcanizing heat for various types of equipment. Air capacity and air pressure should be adequate at all times. Use of electrically heated molds shall be permitted.

10.0 REGULATIONS

10.1 Contractor shall comply with all federal, state, and local regulations related to tire retread and repair including, but not limited to:

10.1.1 49 CFR Part 571.177 - Transportation; National Highway Traffic Safety Administration, Department of Transportation; Federal Motor Vehicle Safety Standards; Retreaded pneumatic tires

10.1.2 49 CFR Part 574 - Transportation; National Highway Traffic Safety Administration, Department of Transportation; Tire Identification and Record Keeping

11.0 SAFETY GENERAL

11.1 SAFETY PROGRAM

11.1.1 Contractor shall not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Safety and Health Act (OSHA).

11.1.2 Contractor shall be completely familiar with, and shall enforce all City, State of Texas and Federal OSHA regulations and requirements as applicable, including but not limited to, the following:

11.1.2.1 Contractor personnel must wear applicable personal protection equipment at all times.

11.1.2.2 Contractor personnel operating equipment or handling materials must be fully trained in the safe operation of the equipment or materials.

11.1.2.3 Contractor personnel must follow and apply safety practices prevailing in their applicable industry.

11.1.2.4 Contractor shall mark work areas in locations accessed by the public with appropriate safety signs to protect the public from injury.

11.1.2.5 Contractor shall post safety warnings as necessary to ensure safe operations.

11.1.2.6 When Contractor becomes aware of a hazardous or potentially hazardous condition during the course of performing services, Contractor shall immediately notify the City department upon detection of the condition.

11.2 REGULATORY REQUIREMENTS

11.2.1 To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions, Contractor shall comply with the latest 29 CFR 1910, Occupational Safety and Health Standards (General Industry Standards) as revised or amended from time to time. Compliance with

OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities. CONTRACTOR SHALL INDEMNIFY THE CITY FOR ANY CLAIMS, FINES, OR DEMANDS RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH OSHA REQUIREMENTS.

11.3 ACCIDENT REPORTS

11.3.1 Contractor shall comply with all OSHA reporting requirements for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact. The Contractor shall provide a verbal report to the Director within one normal working day of occurrence. Contractor shall cooperate with the City by providing written documentation and any information required for their records.

11.4 ENVIRONMENTAL REQUIREMENTS

11.4.1 Contractor shall comply with all applicable federal, state, and local environmental protection laws, regulations, and standards. Contractor shall comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters or questions must be coordinated with the City.

11.5 STOP-WORK

11.5.1 Contractor shall be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If Contractor fails or refuses to promptly comply with safety requirements, the Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.

12.0 LIQUIDATED DAMAGES

12.1 Understanding

12.1.1 Contractor and City agree that the retread and repair services required by this Contract should be performed in an effective and efficient manner to ensure that services provided to the public are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Contract and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-performance, the amount of any such liquidated damages to be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-performance is difficult to ascertain and both parties must agree that the liquidated damages assessed are fair and reasonable and are not a penalty.

12.1.2 However, under no circumstances shall liquidated damages assessed against Contractor exceed \$10,000.00 in any given Contract year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

12.2 Concept

12.2.1 Failure to comply with the requirements of this Contract and more specifically the

Section B may result in two types of conditions: correctable and non-correctable.

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

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

12.3 Repeat Conditions

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

12.3.1.1 CORRECTABLE CONDITIONS INCLUDE BUT ARE NOT LIMITED TO:

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

12.3.1.2 NON-CORRECTABLE CONDITIONS INCLUDE BUT ARE NOT LIMITED TO:

12.3.1.2.1 Failure to complete warranty work within five (5) working days. Liquidated Damages - Fifty percent (50%) of service charge as specified in the Exhibit H.

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

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"
DRUG POLICY COMPLIANCE AGREEMENT

I, Donald L. Pardee Facility Dist. Mgr. as an owner or officer of
(Name) (Print/Type) (Title)
TEXAS DEPT of CRIMINAL JUSTICE (TCJ) (Contractor)
(Name of Company)

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

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

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

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

Date 12.14.07

Contractor Name TEXAS DEPT of CRIMINAL JUSTICE

Signature Donald L. Pardee

Title ASST. FACILITY MANAGER

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

I, Donald R Pardue ASST Facility Manager
(Name)(Print/Type) (Title)

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

12-14-07
Date

TEXAS Dept of Criminal Justice (TCJ)
Contractor Name

Donald R. Pardue
Signature

ASST. FACILITY MANAGER
Title

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

I, Donald R. Pardue
(NAME) (PRINT/TYPE)

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

12-14-07
DATE

TEXAS Dept of Criminal Justice
CONTRACTOR NAME

Donald R. Pardue
SIGNATURE

ASST Facility Manager
TITLE

EXHIBIT "G"
CITY CONTRACTORS' PAY OR PLAY PROGRAM



ATTACHMENT A

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: TEXAS DEPT. OF CRIMINAL JUSTICE (Contractor/Subcontractor) \$ 1,638,537.50 (Amount of Contract)

Contractor Address: 59 DARRINGTON R. ROSSARON TX 77583

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

Project Name: [Legal Project Name]

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

- [X] Yes [] No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.
[X] Yes [] No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.
[X] Yes [] No Contractor agrees to pay of behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.
[X] Yes [] No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
[X] Yes [] No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

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

Donald R. Pardue (Signature)
CONTRACTOR (Signature)

12-14-07
DATE

Donald R. Pardue Asst. Facility Manager
NAME AND TITLE (Print or type)



ATTACHMENT C

**Pay or Play Program
Contractor/Subcontractor Waiver Request**

If a waiver of the Pay or Play Program requirements is requested, the City of Houston contracting department shall submit this Waiver Request form to the City of Houston Affirmative Action and Contract Compliance Division along with any supporting documentation. A waiver, if granted, shall be effective for the duration of the contract. In the event of renewal or renegotiation of the contract, subsequent waivers may be requested and either granted or denied.

Department: _____ Date Submitted: _____

Contact Name: _____ Phone: _____

Contractor/Subcontractor Name: _____ Vendor No.: _____

Contract No./Description: _____

Contract/Subcontract Amount: \$ _____

This contract or subcontract is appropriate for a waiver based on the following: *(Check the appropriate box.)*

- Sole Source.** The contractor or subcontractor is the sole source of the service or material at issue.
- Emergency.** The contract or subcontract is a response to an emergency that endangers public health or safety.
- Essential.** No other qualified responsive bidders comply with the requirements of the Pay or Play Ordinance and the contract or subcontract is for a service or project that is essential to the City or public.
- Adverse Impact.** Compliance with the Pay or Play Program would cause an unreasonably adverse impact on the City's ability to obtain services or an unreasonably adverse financial impact on the City.
- Bulk Purchasing.** The services to be purchased are available under a bulk purchasing agreement with a federal, state, or local government entity.
- Intergovernmental/Interlocal Agreement/Purchasing Cooperative**

Department Signature:

Request submitted by department head or authorized representative:

Signature

Print Name

City of Houston Affirmative Action and Contract Compliance Use Only

Action: [] Approved [] Disapproved

Signature: _____ Date: _____

Print Name: _____

**EXHIBIT "H"
FEES AND COSTS**

Year One (1) - Precure Retreading

Item No.	Description	Unit of Measure	Unit Price
1	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$90.00
2	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year One (1) - Precure Retreading with Nail Hole Repair

Item No.	Description	Unit of Measure	Unit Price
3	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
4	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year One (1) - Precure Retreading with Spot Repair

Item No.	Description	Unit of Measure	Unit Price
5	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
6	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year One (1) - Precure Retreading with Reinforcement Repair

Item No.	Description	Unit of Measure	Unit Price
7	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
8	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year One (1) - Precure Retreading with Section Repair

Item No.	Description	Unit of Measure	Unit Price
9	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
10	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year One (1) - Precure Retreading with Bead Repair

Item No.	Description	Unit of Measure	Unit Price
11	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
12	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year One (1) - Nail Hole Repair Only

Item #	Description	Unit of Measure	Unit Price
13	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
14	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year One (1) - Spot Repair Only

Item No.	Description	Unit of Measure	Unit Price
15	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
16	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year One (1) - Reinforcement Repair Only

Item No.	Description	Unit of Measure	Unit Price
17	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
18	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year One (1) - Section Repair Only

Item No.	Description	Unit of Measure	Unit Price
19	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
20	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year One (1) - Bead Repair Only

Item No.	Description	Unit of Measure	Unit Price
21	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
22	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Two (2) - Precure Retreading

Item No.	Description	Unit of Measure	Unit Price
23	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$90.00
24	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Two (2) - Precure Retreading with Nail Hole Repair

Item No.	Description	Unit of Measure	Unit Price
25	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
26	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Two (2) - Precure Retreading with Spot Repair

Item No.	Description	Unit of Measure	Unit Price
27	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
28	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Two (2) - Precure Retreading with Reinforcement Repair

Item No.	Description	Unit of Measure	Unit Price
29	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
30	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Two (2) - Precure Retreading with Section Repair

Item No.	Description	Unit of Measure	Unit Price
31	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
32	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Two (2) - Precure Retreading with Bead Repair

Item No.	Description	Unit of Measure	Unit Price
33	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
34	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Two (2) - Nail Hole Repair Only

Item No.	Description	Unit of Measure	Unit Price
35	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
36	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Two (2) - Spot Repair Only

Item No.	Description	Unit of Measure	Unit Price
37	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
38	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Two (2) - Reinforcement Repair Only

Item No.	Description	Unit of Measure	Unit Price
39	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
40	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Two (2) - Section Repair Only

Item No.	Description	Unit of Measure	Unit Price
41	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
42	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Two (2) - Bead Repair Only

Item No.	Description	Unit of Measure	Unit Price
43	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
44	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Three (3) - Precure Retreading

Item No.	Description	Unit of Measure	Unit Price
45	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$90.00
46	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Three (3) - Precure Retreading with Nail Hole Repair

Item No.	Description	Unit of Measure	Unit Price
47	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
48	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Three (3) - Precure Retreading with Spot Repair

Item No.	Description	Unit of Measure	Unit Price
49	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
50	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Three (3) - Precure Retreading with Reinforcement Repair

Item No.	Description	Unit of Measure	Unit Price
51	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
52	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Three (3) - Precure Retreading with Section Repair

Item No.	Description	Unit of Measure	Unit Price
53	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
54	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Three (3) - Precure Retreading with Bead Repair

Item No.	Description	Unit of Measure	Unit Price
55	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
56	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Three (3) - Nail Hole Repair Only

Item No.	Description	Unit of Measure	Unit Price
57	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
58	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Three (3) - Spot Repair Only

Item No.	Description	Unit of Measure	Unit Price
59	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
60	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Three (3) - Reinforcement Repair Only

Item No.	Description	Unit of Measure	Unit Price
61	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
62	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Three (3) - Section Repair Only

Item No.	Description	Unit of Measure	Unit Price
63	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
64	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Three (3) - Bead Repair Only

Item No.	Description	Unit of Measure	Unit Price
65	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
66	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Four (4), Option Year One (1) - Precure Retreading

Item No.	Description	Unit of Measure	Unit Price
67	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$90.00
68	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Four (4), Option Year One (1) - Precure Retreading with Nail Hole Repair

Item No.	Description	Unit of Measure	Unit Price
69	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
70	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Four (4), Option Year One (1) - Precure Retreading with Spot Repair

Item No.	Description	Unit of Measure	Unit Price
71	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
72	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Four (4), Option Year One (1) - Precure Retreading with Reinforcement Repair

Item No.	Description	Unit of Measure	Unit Price
73	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
74	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Four (4), Option Year One (1) - Precure Retreading with Section Repair

Item No.	Description	Unit of Measure	Unit Price
75	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
76	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Four (4), Option Year One (1) - Precure Retreading with Bead Repair

Item No.	Description	Unit of Measure	Unit Price
77	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
78	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Four (4), Option Year One (1) - Nail Hole Repair Only

Item No.	Description	Unit of Measure	Unit Price
79	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
80	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Four (4), Option Year One (1) - Spot Repair Only

Item No.	Description	Unit of Measure	Unit Price
81	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
82	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Four (4), Option Year One (1) - Reinforcement Repair Only

Item No.	Description	Unit of Measure	Unit Price
83	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
84	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Four (4), Option Year One (1) - Section Repair Only

Item No.	Description	Unit of Measure	Unit Price
85	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
86	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Four (4), Option Year One (1) - Bead Repair Only

Item No.	Description	Unit of Measure	Unit Price
87	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
88	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Five (5), Option Year Two (2) - Precure Retreading

Item No.	Description	Unit of Measure	Unit Price
89	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$90.00
90	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Five (5), Option Year Two (2) - Precure Retreading with Nail Hole Repair

Item No.	Description	Unit of Measure	Unit Price
91	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
92	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Five (5), Option Year Two (2) - Precure Retreading with Spot Repair

Item No.	Description	Unit of Measure	Unit Price
93	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
94	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Five (5), Option Year Two (2) - Precure Retreading with Reinforcement Repair

Item No.	Description	Unit of Measure	Unit Price
95	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
96	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Five (5), Option Year Two (2) - Precure Retreading with Section Repair

Item No.	Description	Unit of Measure	Unit Price
97	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00
98	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$91.00

Year Five (5), Option Year Two (2) - Precure Retreading with Bead Repair

Item No.	Description	Unit of Measure	Unit Price
99	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$80.00
100	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$85.00

Year Five (5), Option Year Two (2) - Nail Hole Repair Only

Item No.	Description	Unit of Measure	Unit Price
101	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
102	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00

Year Five (5), Option Year Two (2) - Spot Repair Only

Item No.	Description	Unit of Measure	Unit Price
103	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
104	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Five (5), Option Year Two (2) - Reinforcement Repair Only

Item No.	Description	Unit of Measure	Unit Price
105	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
106	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Five (5), Option Year Two (2) - Section Repair Only

Item No.	Description	Unit of Measure	Unit Price
107	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50
108	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$7.50

Year Five (5), Option Year Two (2) - Bead Repair Only

Item #	Description	Unit of Measure	Unit Price
109	Tire Size and Tread: 1100R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00
110	Tire Size and Tread: 315/80R X 22.5, Medium Truck Tire, Waste Hauler Lug Tread	Each	\$0.00