

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # S30-L22424

COUNTY OF HARRIS

ORDINANCE # 07-0946
CONTRACT # 4600007912

I. PARTIES

A. Address

THIS AGREEMENT FOR REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES ON LAB EQUIPMENT FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **Niverco Medical Services** ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

City Purchasing Agent for Director
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Niverco Medical Services
8911 Interchange Drive
Houston, TX 77054
Phone: 713-528-6023
Fax: 832-201-0792

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- * F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

C. Parts Incorporated

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

D. Controlling Parts

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

E. Definitions

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

F. Signatures

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

ATTEST/SEAL (if a corporation):

Niverco Medical Services

WITNESS (if not a corporation):

By: Deborah D. Mandvia

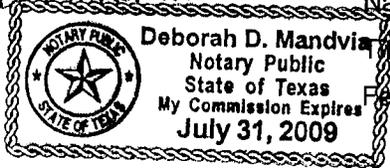
By: Dale V. Niver

Name: Deborah D. Mandvia

Name: Dale V. Niver

Title: NOTARY

Title: owner



Federal Tax ID Number: EIN 76-0604505

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

[Signature]

Signed by:

City Secretary

Bill White Sherayya Scott

Mayor

APPROVED:

COUNTERSIGNED BY:

[Signature]

Annice D. Parker

City Purchasing Agent

City Controller [Signature]

DATE COUNTERSIGNED:

9-7-07

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.

June 13, 2007
Date

Cecilia Martinez
Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

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.

C. 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, ATTORNEYS' 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:

- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (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
- (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.

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 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES:

- (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:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

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.

(2) Defense of Claims

- (a) 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.
- (b) 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 Contractor 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.

E. Insurance

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:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- (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) 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)

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:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

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.

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

- (1) that all items are free of defects in title, material, and workmanship,
- (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,
- (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
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

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

H. Compliance with Equal Opportunity Ordinance

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

I. MWBE Compliance

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 7% 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 Affirmative Action Division and will comply with them.

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

J. Drug Abuse Detection and Deterrence

(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.

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

- (a) a copy of its drug-free workplace policy,
- (b) 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,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact

Positions, substantially in the form set forth in Exhibit "F".

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.

(3) 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.

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

K. Environmental Laws

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.

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.

L. Contractor's Performance

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.

M. Payment of Employees and Subcontractors

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.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

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.

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.

B. Taxes

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.

C. Method of Payment

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.

D. Method of Payment - Disputed Payments

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.

E. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

- (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 \$132,862.64 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:

- (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

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

- (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.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
 - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - (b) 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.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (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.
- (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) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

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 (the "Initial Term").

B. Notice to Proceed

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

C. Renewals

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 City chooses not to renew this Agreement, the City Purchasing shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

D. Time Extensions

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).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

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.

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.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent 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.

G. Termination for Cause by Contractor

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.

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.

H. Removal of Contractor Owned Equipment and Materials

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

A. Independent Contractor

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

B. Force Majeure

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. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
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.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

C. Severability

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.

D. Entire Agreement

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.

E. Written Amendment

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.

F. Applicable Laws

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.

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

G. Notices

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.

H. Non-Waiver

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.

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.

I. Inspections and Audits

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.

J. Enforcement

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.

K. Ambiguities

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.

L. Survival

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.

M. Parties In Interest

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

N. Successors and Assigns

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.

O. Business Structure and Assignments

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 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.

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

P. Remedies Cumulative

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.

Q. Contractor Debt

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.

"Contractor Administrator" means the representative of the Appropriate 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.

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

"Director" means 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.

"Hazardous Materials" is defined in Article IIK (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.

EXHIBIT "B"

SCOPE OF SERVICES FOR REPAIR, INSPECTION, AND PREVENTIVE MAINTENANCE OF LABORATORY EQUIPMENT

All Departments

1.0 General

Contractor shall furnish all management, supervision, labor, equipment, supplies, parts (unless otherwise specified) and materials required for repair, calibrations, adjustments, inspections and preventive maintenance services for laboratory equipment listed in Exhibit "BB" in accordance with specifications herein. Contractor shall maintain equipment in good working order and shall have replacement parts readily available. All work shall be performed by trained and skilled persons having experience in the type of work and equipment specified in this Exhibit. Service shall be performed during normal business hours of 7:30 a.m. – 4:30 p.m., Monday through Friday, excluding holidays designated by City Council.

2.0 Scope of Services

- 2.1 Contractor shall repair the equipment listed in Attachments "BB" when requested by the City during normal business hours. Contractor shall provide to the designated City representative estimated cost of repair. Contractor shall begin repair upon authorization of the City. Should the City opt not to have equipment repaired, Contractor shall charge the City its minimum charge listed in Exhibit "H", Fee Schedule.
- 2.2 Should the City determine that Manufacturer or Manufacturer's Representative must perform repairs, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.
- 2.3 Contractor shall perform annual Electrical Safety Inspections (ESI) and Preventive Maintenance in accordance to Manufacturer's recommendation and in accordance with the scope of services.
- 2.4 Contractor shall ensure that technicians are dispatched to the repair site within twenty-four (24) hours of receipt of notification for repair or maintenance services and shall ensure that all inoperative equipment is back into service within twenty-four (24) hours after technician is dispatched. Should a longer period of time be required to complete service, Contractor shall request an extension from the designated City representative. Any discrepancies in the amount of time required shall be in the City's favor.

3.0 Inspections and Maintenance

- 3.1 Electrical Safety Inspections (ESI)
Contractor shall perform annual Electrical Safety Inspections (ESI) on all equipment listed in Attachments "BB". Contractor shall attach an inspection sticker to equipment upon completion of inspection. Inspection sticker shall note the date ESI was performed
- 3.2 Preventive Maintenance (PM)

General

Contractor shall perform annual Preventive Maintenance (PM) in accordance with

Manufacturer's recommendations for equipment specified in Attachments "BB". Maintenance shall include, but shall not be limited to, replacement of belts, fuses, oil, brushes, washers, etc. as recommended by the Manufacturer. Successful Contractor shall provide to designated City representative, within ten (10) days after notification of contract award, Manufacturer's recommended Preventative Maintenance Schedule and a checklist based on Manufacturer's recommended Preventive Maintenance. After each preventive maintenance is performed, Contractor shall complete checklist and submit to designated City's representative. Contractor shall attach a sticker to equipment, indicating date PM performed.

PM Requirement for Analytical Balances

Contractor shall perform the following Preventive Maintenance "on-site" every six (6) months. First service period shall be scheduled by the City, thereafter by the Contractor.

Clean external housing, weighing pan, and other functional parts and accessories.

1. Replace worn, deteriorated or degraded parts as needed to improve performance or ease of use.
2. Clean and maintain internal functional parts as needed to improve performance.
3. Document performance of balances prior to adjustment and calibration and show "as found" and "as left" values.
4. Make necessary checks and adjustments to instrument corner load to bring into tolerance.
5. Make necessary checks and adjustments to instrument linearity to bring to tolerance.
6. Calibrate instruments using weights of appropriate tolerances per NIST standards.
7. Document the calibration of the instrument after service and check against appropriate tolerances.
8. All weights shall have a current, within one (1) year, traceable certificate to NIST standards.
9. Certificate of weight traceability must be furnished for each service period.
10. Test weights used for calibration of Class I and II. Laboratory balances shall meet ASTM Class I tolerances.
11. Electrical Safety Inspections.

3.3 Description of Required Maintenance

Type Description

- A Annual Electrical Safety Inspection (ESI)
 - A+ Annual Preventive Maintenance, in accordance with Manufacturer's Recommendations
 - A++ Annually clean and adjust microscopes and accessories
 - B Bi-Yearly Preventive Maintenance of Centrifuges. Shall include but not limited to checking RPM, adjusting gauges, and changing brushes as required.
 - B+ Bi-Yearly Preventive Maintenance, in accordance with Manufacturer's Recommendations.
 - B++ Bi-Yearly or annual maintenance of Analytical Balances, per Section 3.2, b, above.
 - M1 Monthly inspection, maintenance, replace consumables, adjustments to Water System Plant I.
 - M2 Monthly maintenance and supply softener to Water System at Plant III.
- Quarterly inspection, maintenance, place consumables, adjustments to Water System at Plant II
- Quarterly inspection, maintenance, replace filters, consumables, and annually replace membranes of Breuner Reverse Osmosis Units at Pilot Plant.
- Quarterly check and calibrate using O₂ gas and calibration with standard gases.
- Quarterly monitoring/maintenance of fume hoods. Shall include but not limited to replacement of filters, chemical fume hoods, and biological hood.

4.0 Consumables

Examples of consumables: salt cubes, 1 cubic foot activated carbon, R.O. pre-filter 0.4 micron and 0.2 micron bacterial filters, U.V. lamp(s), mixed bed D.I. exchange tank.

5.0 Response Time

Contractor shall arrive at the designated City facility and begin service, within twenty-four (24) hours of receipt of request for service.

6.0 Repair Technicians

Contractor's repair technician shall be skilled and experienced in repairing the types of equipment listed in Attachments "BB" and shall have a minimum of one year experience in the repair of the same. Should the City determine that repairs must be performed by Manufacturer or Manufacturer's Representative, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.

7.0 Replacement Parts and Equipment

Contractor shall furnish required parts if the required parts are not available in the City's inventory. Contractor shall maintain a stock of commonly used service parts to ensure immediate availability and have a system in place that will ensure the repair parts are on-hand for installation within 24 hours. Contractor shall supply all OEM parts, or parts meeting OEM specifications, for all repair work. At times the City may elect to purchase parts only, no repair required. Purchased parts may include, but are not limited to, bulbs, gaskets, etc. In some instances, if repair cost exceeds replacement costs, the City may elect to purchase small equipment (under \$1000.00 in value, e.g.: microwaves, stir plates, etc.) from Contractor. All parts and equipment shall be based on Contractor's mark-up/discount, in Exhibit "H", Fee Schedule.

8.0 Warranty

8.1 Contractor warrants that each repair shall meet specifications and requirements of the Manufacturer.

8.2 Contractor further warrants that each replaced part shall be new and meet OEM requirements.

8.3 Contractor shall provide warranty to the City for parts and equipment purchased by the City.

9.0 Quality Assurance

9.1 Contractor shall observe the highest standard of diligence and care in the performance of its preventive maintenance and repair responsibilities and shall meticulously follow the standards and procedures required by the Manufacturer, including all service bulletins.

9.2 In addition to any insurance requirements by statute or City Ordinances, Contractor shall be liable to the City for any damages to City's equipment caused by the Contractor.

10.0 Acceptance of Repair

All work performed under this contract shall be inspected by the City at the time of completion or within one (1) working day of completion for workmanship, appearance, proper functioning of equipment and conformance to all other requirements of this specification. In the event deficiencies are detected, the work will be rejected and Contractor shall make the necessary repairs, adjustments or replacements. Payment shall not be made until Contractor corrects deficiency and the work is re-inspected and accepted.

11.0 Other Terms and Conditions

11.1 Contractor shall develop and implement a checklist for Electrical Safety Inspections and

Preventive Maintenance in accordance with this Exhibit and Manufacturer's recommendations.

- 11.2 Within ten (10) working days after issuance of the Notice to Proceed by the Purchasing Agent, Contractor shall coordinate a schedule with City Representatives for the initial ESI and PM of all equipment listed in Attachments "BB".
- 11.3 Contractor shall maintain a service log in sufficient detail to enable designated City Representative to determine whether repair services are completed in accordance with the terms of the contract. The service call log shall be made available for inspection by designated City Representative.
- 11.4 Contractor shall immediately report to the designated City Representative any repair cost that may exceed replacement cost.
- 11.5 Services outlined in this Exhibit are generally accepted preventive maintenance and repair requirements and not intended to be all-inclusive.
- 11.6 Contractor shall provide a copy of the N.I.S.T traceable weight certificate with each calibration.
- 11.7 Upon request by the Director, evidence of certification, appropriate training, or experience of all technicians shall be required to be provided to the City of Houston.
- 11.8 Contractor shall provide an itemized report conducted on all preventive maintenance detailing all findings, adjustment, and parts replaced.

12.0 Removal of Equipment

No equipment shall be removed from City property for repair without Return Authorization Form, Attachment "A". Some facilities and/or equipment may require special handling for removal from facility i.e. facility may not be equipped with elevator.

13.0 Disposal of Parts and Equipment

All parts and equipment shall remain the property of the City of Houston.

14.0 Invoicing

Contractor shall submit invoices monthly, by the tenth calendar day of the month, all invoices for the previous month. Invoices must be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices on Contractor's company stationery with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract period(s). Each invoice shall detail the following information:

City Contract No. and Ordinance No.

- a. Copy of Work Order
- b. Ordering Department and Facility Name and address where services were performed
- c. Date(s) and time(s) services performed
- d. Parts or components repaired or replaced, Manufacturer Model/Part Nos. installed, detailing net unit pricing, percentage markup/discount and total cost per line item. (Contractor shall attach a photocopy of the supplier's invoice for each part having an individual cost of \$5.00 or more.)
- e. Total Invoice cost.

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

Contractor shall mail invoices to:

Public Works and Engineering Department
Service Contract Accounting
P.O. Box 61449

Houston, Texas 77208-1449

Budget and Finance
Accounts Payable

Police Department

17th Floor

Houston, Texas 77002

15.0 Additions & Deletions:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

16.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of repair, inspection and preventive maintenance services on lab equipment 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.

17.0 WARRANTY OF SERVICES

a) *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.

b) 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.

c) 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.

d) If the City does not require correction or re-performance, the City shall make an equitable

adjustment in

18.0 Scope of Services: Health and Human Services Department

- 18.01 The Contractor agrees to provide repairs of autoclaves, dryers, glassware washers , and other equipment "on site" wherever possible.
- 18.02 The Contractor agrees that the response time from the "time of notification" must be within forty-five (45) minutes via telephone, and within six (6) working hours or less for "on site" repair service.
- A. Routine preventive maintenance inspection and repair shall be performed as listed. Failure to make routine maintenance, inspection and repair visits within the specified time frame shall result in termination of this Contract. At clinic sites having several pieces of equipment of a given type (e.g. two autoclaves) only one unit can be nonfunctional per day for the preventive maintenance inspection.
 - B. Each preventive maintenance inspection and repair visit shall include an inspection of all equipment manufacturer model and serial number as listed in Exhibit "BB" At the time of the visit, inspection shall be made as listed per each piece of equipment with corrections and repairs being made as required
 - C. All labor for inspection, minor repair and installation of parts during scheduled preventive maintenance visits is included in this Contract within the monthly labor charge.
 - D. This Contract also includes repairs due to failure of components normally considered expendable. By way of illustration and not by way of limitation some parts considered expendable are seals, gaskets, lubricants, filters, charts and bulbs.
 - E. The failure of equipment caused by the failure of components not listed in the Preventive Maintenance Schedule or major equipment failure will be covered by hourly rates per time agreed upon by the City, per incident.
 - F. No extra travel or trip charges will be added for any of the services provided.
- 18.03 The Contractor agrees to provide a detailed service report for each preventive maintenance visit for each piece of equipment. The Contractor further agrees to provide a detailed service report for each repair service. The service report for each repair should include a brief description of the problem, as well as the remedies employed.
- 18.04 The relationship of the Contractor to the City shall be that of an independent Contractor. The Contractor agrees that they will perform all repairs to the autoclaves, dryers and glassware washers and under no circumstances will sub-contractors be utilized to repair equipment under this contract. Original equipment manufacturers (OEM) are not considered a sub-contractor.
- A. If equipment must be sent to the OEM factory for repair, payments will be made by the City for direct cost of freight if and only if the "freight bill" is attached to the invoice submitted to the City for payment.
 - B. Parts supplied must meet manufacturer's specifications for warranty and no "generic" substitute parts will be accepted by the City.
 - C. The City will not pay "freight charges" for parts.

19.00 Shipping-Fob Destination of Emergency Repair Replacment Part(s) – All Departments

Prices shall be F.O.B. destination to the delivery location designated herein. The City will pay the differential rate (delta) associated with the cost between F.O.B. Destination of Normal shipping and F.O.B.

Destination of Emergency Repair Replacement Parts shipping, which constitutes shipments within a twenty-four (24) hour period or less. Prior to the City placing the order, if the part is not readily stocked and available in the Contractor's inventory, the Contractor must inform the City that the part will need to be obtained and designated as a "Emergency Repair Replacement Part." The Contractor shall provide the City with the cost associated with expediting delivery of the part(s) and the differential rate in F.O.B. shipping. The City must first approve the expedited shipping cost and provide the Contractor with written authorization to proceed with the expedited shipment prior to the Contractor authorizing its supplier to proceed. The Contractor shall retain title and control of all goods until they are delivered, received and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. After the City receives, inspects, tests and accepts goods, the Contractor must submit an original Emergency Repair Replacement Part(s) invoice to include the actual cost of the part(s) and differential rate for the F.O.B. Destination of Emergency Repair Replacement Part(s).

ATTACHMENT "A"

FORM 11-20-1997-00

No.

CITY OF HOUSTON
P. O. BOX 1542
HOUSTON, TEXAS 77251

CITY OF HOUSTON RETURN AUTHORIZATION

Please show Return
Authorization Number and
Purchase Order number on
all correspondence or credit
relating to shipment.

COM ORIGINATOR NAME			TELEPHONE NO.		DATE
DEPARTMENT NAME		DEPT NO.	LOCATION		
SHIP TO					RETURN FOR <input type="checkbox"/> CREDIT <input type="checkbox"/> EXCHANGE <input type="checkbox"/> REPAIR <input type="checkbox"/> OTHER (See comments)
PURCHASED ON CITY OF HOUSTON PURCHASE ORDER					
PURCHASE ORDER NUMBER		DATE	INVOICE NO.	DATE	
QTY	UOM	COMMODITY/MAKE/MODEL/SB	DESCRIPTION	UNIT PRICE	TOTAL
CREDIT ACCOUNT NUMBER					TOTAL
SHIP VIA	TRUCK NO.	DATE SHIPPED	VENDOR PICK UP BY/SENT BY (SIGNATURE)		DATE
VENDOR RETURN AUTHORIZATION NUMBER		DATE	SHIPPED BY:		DATE
COMMENTS:					DATE

WHITE - Contractors YELLOW - Shipping & Receiving PINK - Dept. Budget Office
 GREEN - Department Purchasing GREY - Packing Slip (Enclose with Merchandise)

ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT

Water Quality Control Labs - (Three Locations)

Group I - General type Lab Equipment (Actual equipment may vary.)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
Refrigerator	Silver King	Not Available	A, A+
Refrigerator	True Manufacturing	GTX 1-47	A, A+
Refrigerator	True Manufacturing	Not Available	A, A+
Refrigerator	Equa-Therm	Explosion Proof	A, A+
Refrigerator	Marvel	Undercounter	A, A+
Refrigerator	Hotpoint	Not Available	A, A+
Refrigerator	Isotemp	348G	A, A+
Refrigerator	Not Available	Not Available	A, A+
Refrigerator	General Electric	TBF16SKC	A, A+
Freezer	Baxter Cyro-Fridge	Ultra-Low (-70C)	A, A+
Microwave	Magic Chef	M71A-10	A
Microwave	Magic Chef	M71A-10	A
Oven	Blue M	Stable Them	A
Hot Plate	Thermolyne	2200	A
Glassware Dryer	Amsco	Reliance Series 475	A
Muffle Furnace	Fisher Isotemp	186A	A
Drying Oven	Precision	Grav. Conv.	A
Digi Staltic Pump	Master Flex	752700	A
Vacuum Pump	Gast	HAB-25-M100X	A
Vacuum Pump	Precision	DD20	A
Vacuum Pump	Precision	DD20	A
Vacuum Pump	Precision	DD20	A
Vacuum Pump	Precision	DD20	A
Vacuum Pump	Precision	DD90	A
Vacuum Pump	Precision	TS 10950 AU8	A
Refrigerator Aspirator	ISS Enprotech	Uni Jet 11 (Vacuum System)	A
Vacuum Oven	Precision	Not Available	A
Centrifuge	IEC Clinical	Not Available	A, B
Centrifuge	IEC Centra 8	Not Available	A, B
Centrifuge	IEC Centra 8	Not Available	A, B
Centrifuge	Not Available	Not Available	A, B
Centrifuge	Not Available	Not Available	A, B
Centrifuge	Not Available	Not Available	A, B
Centrifuge	Damon/IEC	HN-SII	A, B
Centrifuge	IEC	K	A, B
Incubator	Precision	GRV 41	A
Incubator - Low	Precision	815	A
Incubator - Illum.	Precision	BOD	A
Envir. Chamber	Labline	704 (Walk-in +/-0.5c)	A, A+
Incubator	Precision	814	A
Incubator	Not Available	Ambient to about 60c	A
Hot Water Heater	State	For Dishwasher Supply Line	A, A+

ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT

Water Quality Control Labs - (Three Locations) (continued)

Group I - General type Lab Equipment (Actual equipment may vary.) (continued)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
Drying Oven	Napco	310	A
Drying Oven	Napco	NLID 900	A
Water Bath - Circ. (2 ea.)	Precision	Coliform Baths	A, A+
Water Incubator	Not Available	Not Available	A
Vacuum Pumps	Gast	Building Vacuum	A
Stir Plate (Heated)	Thermolyne	13000	A
Auto Dispenser	Sci. Equip. Prod.	Not Available	A
Circ. H2O Bath	Precision	66586-25	A
Dual Program Refrigerator/Incubator	Precision	818	A
Freezer	Not Available	Chest Type	A
H2O Bath	Precision	Not Available	A
Furnace	Not Available	Not Available	A
Ultra Sonic Cleaner	Branson	5200	A
Ultra Sonic Water	Mettler Electronics	Not Available	A

Group II - Meters, Analyzers, Blenders (Actual equipment may vary.)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
pH Meter Analog	Not Available	Not Available	A
pH Meter Digital (2 ea.)	Not Available	Not Available	A
Stomacher 3500 W	Tekmar	Lab Blender	A
Fluoride Meter	Orion	940	A
Fluoride Meter	Orion	920 A	A
pH Meter Analog	Orion	301	A
Conductivity Meter (2 ea.)	Orion	170	A
Exp. Lon Analyzer	Orion	EA940	A
pH Analyzer	Not Available	Not Available	A
Fluoride Meter	Orion	Not Available	A
Dissolved Oxygen Meter	YSI	58	A
Automatic Colony Counter	Artek	Not Available	A
Ion Analyzer	Amana	16	A
pH Meter	Accumet (Fisher)	Not Available	A
pH Meter	Beckman	Zeromatic IV	A
Conductivity Meter	Beckman Altex	Not Available	A
Fluoride Meter	Altex	Not Available	A
Turbidimeter (6 ea.)	Hach	Not Available	A

ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT

Water Quality Control Labs - (Three Locations) (continued)

Group III - Analytical Balances (Actual equipment may vary.)

<u>Manufacturer</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
Sartorius	3852-NP8, Top Load	B++
Sartorius	R-160D, Analytical	B++
Ohaus	B5000	B++
Sartorius	B2005, Analytical	B++
Mettler	PM4800, Delta Range, Top Loading	B++
Sartorius	R-160D, Analytical	B++
Sartorius	U-4600P, Top Loading	B++

Group IV- Specialized Equipment (Actual equipment may vary.) Should the City determine that services must be performed by Manufacturer or Manufacturer's Representative, Contractor shall coordinate repairs between City and Manufacturer or Manufacturer's Representative.

<u>Manufacturer</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
<u>Hewlett Packard Instruments</u>		
Auto Sampler and Contr.	U-4600P, Top Loading	A
Fluor. Detector	HP1096A	A
Gas Chromatograph (3 ea.)	5890	A
Liquid Chromatograph	HP10	A
Integrator	3392A	A
Integrator	3396A	A
<u>Dionex Instruments</u>		
Ion Chromatograph (2 ea.)	2020i	A
Controller (2 ea.)	100	A
Integrator	4270	A
<u>Varian</u>		
A. A. Spectrometer	AA-10	A
Spectrometer	634	A
Graphite Furnace	GTA 96	A
<u>Perkin Elmer</u>		
Programmer	HGA-500	A
A. A. Spectrometer	5000	A
Fluor. Spectrometer	LS-3B	A
UV Spectrophotometer	Lambda 3	A
<u>Jarrell Ash</u>		
A. A. Spectrometer	Not Available	A

**ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT**

Water Quality Control Labs - (Three Locations) (continued)

Group IV- Specialized Equipment (Actual equipment may vary.) (continued)

<u>Equipment</u>	<u>Model No./Description</u>	<u>Maintenance Required</u>
<u>Milton Roy</u>		
UV Spectrophotometer	3000 Array	A
<u>Bacharach</u>		
Mercury Analyzer	Coleman 50B	A
<u>Traco</u>		
Gas Chromotograph	540	A
<u>Tekmar</u>		
Auto Sampler	ALS 2050	A
Liquid Sampler Conc.	LSC-2	A
Ion Chromatograph (Being phased out, no support needed in the future)		A
<u>Cary</u>		
UV Spectrophotometer	IE	A
<u>Astro</u>		
TOC Analyzer	2001	A, Q2
TOC Analyzer	2100	A, Q2
<u>Dohmann</u>		
TOC Analyzer	DC-80	A, Q2
<u>Spectro Physics</u>		
Integrator	SP4400	A
<u>Nikon</u>		
Microscope with Normaske Optics Fluorescence	Not Available	A, A++
Microscope, Inverted	Diaphot-2	A, A++
<u>Bausch & Lomb</u>		
Microscope, Dissecting	Not Available	A
Microscope, Bright, Field, Phase Contrast (2 ea.)	BH-2	A, A++
Microscope, Tissue Culture Type	CK-2	A

**ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT**

Water Quality Control Labs - (Three Locations) (continued)

Group III - Analytical Balances (Actual equipment may vary.) (continued)

Location	Model No./Description	Maintenance Required
Plant I	Nanopure Water System custom designed by Bob J. Johnson Co.	M1
Plant II	Nanopure Water System custom designed by Bob J. Johnson Co.	M2
Plant III	Nanopure Water System custom designed by Bob J. Johnson Co.	Q
Pilot Plant	Reverse Osmosis Unit (2 ea.)	Q1

Following parts/equipment associated with wate systems (list may not be all inclusive)

Plant I - Pressure Regulators, 5 micron prefilters, 0.2 and 0.45 micron bacterial filters, water level sensor, carbon beds/tanks, 2. D. I. Mixed bed tanks, Reverse Osmosis Unit - ES 450 Water Purification by Water Equipment Technologies, Grundfos Recirculating Pump, Sanitron Ultraviolet Water Purifier by Atlantic Ultraviolet Corp. Bamstead Naopure System (3 bowl, includes bacterial filter), Recirculating Pump by Barnstead - Sybron for the Naopure System, Total Dissolved Solids Monitor,

Plant II - Water Softner, Ultra Violet Water Purifier, Grundfos Recirculating Pump and a remote Nanopure System.

Plant III - Water Softner (Breuner: Softly 900-TS), Barnstead Model 525 Biopure Distilled Water Center (Fed with soft water), Bamstead Nanpure 11, Breuner Reverse Osmosis Units (2 units) sold by Bob Johnson.

Group IV - Microscopes

Wastewater Quality Control Lab

Group I - General Type Lab Equipment (Actual equipment may vary)

Equipment	Manufacturer	Maintenance Required
Centrifuge	Clay Adams	A
Cold Rooms (2 ea.)	Not Available	A
Distillation Unit	Not Available	A
Fume Hood (7 ea.)	Hood Room	A, A+
Fume Hood	GCMS Room	A, A+
Furnace	Thermoline 30400	A, A+
Hot Plates/Stirrers (5 ea.)	Labcraft	A, A+
Hot Plates/Stirrers (3 ea.)	Thermoline	A, A+
Hot Plates/Stirrers	Thermoline 2200 with remote control	A, A+
Hot Plates/Stirrers	Thermoline 2200 with remote control	A, A+
Hot Plates/Stirrers	Lindburge	A, A+
Hot Plates/Stirrers	Precision, 6 place	A
Hot Plates/Stirrers	Multi-Unit/Lab Line 5000, 6 place	A
Incubator	Low Temp. Precision 815	A
Incubator	Water Bath, Precision Coliform	A
Incubator	Lab Line, Imperial	A
Incubator	Precision	A
Oven (2 ea.)	American Science Products DN61, DN63	A
Oven (2 ea.)	Precision Convection 605, 625	A
Refrigerator	Lab Line	A
Refrigerator	G.E. Large	A
Refrigerator	G.E. Small	A
Glassware Washer	Lancer	A, A+

ATTACHMENT "BB"
EQUIPMENT LIST
PUBLIC WORKS & ENGINEERING DEPARTMENT

Wastewater Quality Control Lab (continued)

Group I - General Type Lab Equipment (Actual equipment may vary) (continued)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Maintenance Required</u>
Ultrasonic Cleaner (2 ea.)	Branson PC620	A
Water Circulator (Hot Water)	Fisher	A
Water Circulator (Cold Water)	Fisher	A

GROUP II - Meters, Analyzers, Blenders (Actual equipment may vary)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Maintenance Required</u>
Meter (3 ea.)	Orion PH 610, 620, 250A	A
Meter (7 ea.)	Hach One	A
Meter (70 ea.)	Hach DR	A
Meter (9 ea.)	DO Meters, YSI 58	A
Meter (2 ea.)	DO Meters, YSI 59	A
Meter (3 ea.)	Microprocessor, Orion 290, 720, 940	A
Analyzer (Compressor, Coils, and Photoelectric Cells)	Mycrotox	A

Group III - Analytical Balances and twenty (20) weights (Actual equipment may vary)

<u>Equipment</u>	<u>Manufacturer</u>	<u>Maintenance Required</u>
Balance (4 ea.)	A&D	B++
Balance (5 ea.)	Ohaus	B++
Balance (2 ea.)	Sartorius	B++

Group IV - Sterilizers (Actual equipment may vary) Should the City determine that services must be performed by Manufacturer's Representative, Contractor shall coordinate repairs between City and Manufacturer or manufacturer's Representative.

<u>Equipment</u>	<u>Manufacturer</u>	<u>Maintenance Required</u>
Sterilizer	Amsco	A, B+

ATTACHMENT "BB"

EQUIPMENT LIST

HOUSTON POLICE CRIME LABORATORY

GROUP III – ANALYTICAL BALANCES (ACTUAL EQUIPMENT MAY VARY)

EQUIPMENT	MANUFACTURER	DESCRIPTION	MAINTENANCE REQUIRED
Analytical Balance	Mettler	AE240	B++
Analytical Balance	Mettler	AE240	B++
Analytical Balance	Satorious	A200S	B++
Analytical Balance	Satorious	UNKNOWN	B++
Top Loader	Mettler	B3002 DELTA RANGE	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	U3600	
Top Loader	Satorious	B4100	
Top Loader	Satorious	B4100	
Top Loader	Satorious	B4100	
Top Loader	Satorious	B4100	
Top Loader	Satorious	B4100	
Top Loader	Satorious	B4100	
Top Loader	Satorious	BP4100	
Top Loader	Satorious	BP4100	
Top Loader	Satorious	BP4100	
Top Loader	Satorious	BP4100	
Top Loader	Satorious	BP4100	

ATTACHMENT "BB"**EQUIPMENT LIST**

Health and Humans Services Department

CLINIC NAME	ADDRESS	PHONE NUMBER
City of Houston Health and Human Services Dept. Lab.	1115 South Braeswood Houston, Texas 77030	(713) 558-3400
La Nueva Casa de Amigos	1809 North Main Houston, Texas 77009	(713) 224-3194
Lyons Health Center	5602 Lyons Ave. Houston, Texas 77020	(713) 671-3000
Northside Health Center	8523 Arkansas Houston, Texas 77093	(713) 696-5900
Riverside Health Center	3315 Delano Houston, Texas 77004	(713) 284-9600
Sunnyside Health Center	9314 Cullen Houston, Texas 77051	(713) 732-5000
West End Health Center	190 Heights Houston, Texas 77007	(713) 866-4100
Magnolia Health Center	7037 Capital Houston, Texas 77011	(713) 928-9800
North Lab	1828 Rankin Rd. Houston, Texas 770	(281) 233-2563

ATTACHMENT "BB"

EQUIPMENT LIST

Health and Humans Services

INVENTORY OF AUTOCLAVES, GLASSWARE, WASHERS, DRYERS etc. TO BE MAINTAINED AND REPAIRED

Additional sterilization units or glassware washers may be purchased and added at a later date.

	Location	Mfg. Name	Model #	Serial #	Measurements	City Inv. #
1	1115 S. Braeswood, Central Lab, Room L109	Tuttnauer Two Door Horizontal Autoclave	69120SP-2A	2303024	24 x 36 x 48	G142171
2	1115 S. Braeswood, Media Prep. Room 187	Amsco, Sterilizer – Single Door	M65CDSP0-3	0107379-001	26 x 36 x 48	G031662 Texas Dept. of Health 63347
3	1115 S. Braeswood, Media Prep. Room 187	Amsco, Sterilizer – Single Door	M65CDSP0-3	0107579-004	26 x 36 x 48	G031663
4	1115 S. Braeswood, Media Prep. Room 187	Amsco, Sterilizer – Single Door	57CR	2912265	20 x 20x 36	G031666
5	1115 S. Braeswood, Media Prop. Room 187	Amsco	VAC2343 Eagle Serve	0131787-002	24 x 36 x 48	G031664
6	1115 S. Braeswood, Glassware Section, Room 196	Better Built Turbo Dryer	8000	8185	24 x 30 x 30	G030863
7	1115 S. Braeswood, Glassware Section, Room 196	Amsco Washer	470	3614893003	N/a	G0303862
8	1828 Rankin Road	Lancer Glassware Washer	1300UP	1c021013	N/a	G033362
9	1828 Rankin Road	Hotpack Environmental Chamber	317502	70036	72x31x28"	G033354
10	1828 Rankin Road	Precision low temperature incubator	MFU20F3BW4	WF61709692	104x40x34"	G094078
11	1828 Rankin Road	Venitron Medical Products General Purpose Sterilizer	B3636RPY- 1M	94780-87/10	40 x 80 x 48	G033361
12	1828 Rankin Road	Reimers Electra Steam Generator	RH45	36705	30x 36x 48	N/a
13	Riverside Health Clinic	Tuttnauer Sterilizer	3870E	9807430	20 x 20 x 38	N/A

ATTACHMENT "BB"

EQUIPMENT LIST

14	Riverside Health Clinic	Tuttnauer Sterilizer	3870E	9706825	N/A	G093916
15	Lyons Health Clinic	Tuttnauer Sterilizer	3870E	9807431	20 x 20x 36	N/A
16	Casa De Amigos Health Clinic	Tuttnauer Sterilizer	3870E	N/A	N/A	N/A
17	Northside Health Clinic	Tuttnauer Sterilizer	3870E	9807433	N/A	N/A
18	West End Health Clinic	Tuttnauer Sterilizer	3870E	N/A	N/a	N/A
19	Magnolia Health Clinic	Tuttnauer Sterilizer	3870E	9807435	20 x 20 x 38	G091203
20	Sunnyside Health Clinic	Tuttnauer Sterilizer	3870E	9706772	15 x 27	G093750
21	Walk-In Incubator #1 Rm # 197	Universal Door Co.			80x70x80	G032292
22	Walk-In Incubator #2 Rm # 197	Universal Door Co.			80x70x80	G032293
23	Walk-In Incubator #3 Rm # 193-S	Universal Door Co.			80x70x80	G030842
24	Isotemp Refrigerator # 3 Rm 197	Fisher Sci.	13-986238GR (cat #)	306N0002	45x30x80	

Services for Equipment #1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16,

- 17, 18, 19, 20**
- Monthly Clean chamber drain with trisodium phosphate solution.
 - Monthly Check cycle – phase indicating lights.
 - Monthly Inspect door gasket and wipe clean.
 - Monthly Lubricate door hinge pins.
 - Monthly Inspect for water and steam leaks – repair any leaks..
 - Monthly Inspect operation of multi-port valve-overhaul if necessary.
 - Monthly Inspect operation of hi-lo valve overhaul if necessary.
 - Monthly Inspect operation of steam traps-overhaul if necessary.
 - Quarterly Expose and grease the door post bearings.
 - Quarterly Check condensing unit for scale accumulation–descale if necessary.
 - Quarterly Clean door gasket and door seal area with mild detergent.
 - Quarterly Check operation of chamber safety valve – replace if necessary.
 - Semi-Annually Clean chamber interior with mild detergent.
 - Semi-Annually Clean exterior face panels with stainless steel cleaner
 - Annually Safety ground check

ATTACHMENT "BB"

EQUIPMENT LIST

Additional Services for Equipment #2, 14, 15, 16, 17,18,19

Weekly	Flush steam generator.
Quarterly	Clean/descale steam generator
Quarterly	Clean sight glass
Quarterly	Check operation of low water cut-off system. Clean if needed
Annually	Breakdown and descale interior of boiler and heaters.
Annually	Descale and clean water level control rods.
Monthly	Drain water from air tank and air filter.
Monthly	Check oil level in oil dispenser and refill if needed
Quarterly	Check operation of door air motor. Adjust and repair when necessary.

Services for Equipment #7

Monthly	Clean heater elements and inspect.
Monthly	Check temperature readings.
Quarterly	Clean exterior with stainless steel cleaner.
Quarterly	Inspect door seal and replace if necessary.
Annually	Safety ground check.

Services for Equipment 6, 7, 8

Weekly	Clean chamber drain screens.
Weekly	Clean spray pipes and nozzles.
Weekly	Check control instruments and lights.
Weekly	Check temperature readings
Monthly	Inspect for leaks on shaft seal. Replace if necessary.
Monthly	Inspect for leaks in water lines. Repair as needed.
Quarterly	Check operation of drain valve. Repair as needed.
Quarterly	Clean exterior of washer with stainless steel cleaner.
Annually	Safety ground check.

Services for Equipment #13

Weekly	Flush steam generator.
Quarterly	Expose and grease the door post bearings.
Quarterly	Clean/de-scale steam generator.
Quarterly	Clean sight glass.
Quarterly	Check operation of low water cut-off system, clean if needed.
Annually	Break down and de-scale interior of boiler and heaters.
Annually	De-scale and clean water level control rods
Annually	Safety ground check.

EXHIBIT "H"
FEES AND COSTS

Year One Public Works & Engineering Department Water Quality Control - General Type Lab Equipment

Item #	Description	Unit of Measure	Unit Price
1	Labor Rate for Repair of General Type Lab Equipment	Hour	\$75.00
2	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
3	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50
4	Annual PM for General Type Lab Equipment in accordance with Manufacturer's Recommendation. Designated Maintenance: A+, B	Each	\$40.00

Year One Public Works & Engineering Department Water Quality Control - General Type Lab Equipment

Percent Markup of Materials: 12.0 %

Item #	Description
5	Parts and Materials (Original Invoice)

Year One Public Works & Engineering Department Water Quality Control - Meters, Analyzers, Blenders

Item #	Description	Unit of Measure	Unit Price
6	Labor Rate for Meters, Analyzers, Blenders	Hour	\$75.00
7	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
8	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50

Year One Public Works & Engineering Department Water Quality Control - Meters, Analyzers, Blenders

Item #	% Markup
9	Parts and Materials (Original Invoice) 12.00 %

Year One Water Public Works & Engineering Department Quality Control - Repair of Analytical Balances

Item #	Description	Unit of Measure	Unit Price
10	Labor Rate for Repair of Analytical Balances	Hour	\$75.00
11	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
12	Bi-Yearly ESI, PM, and Calibrating for Analytical Balances. Designated Maintenance: B++	Each	\$35.00

Year One Public Works & Engineering Department Water Quality Control - Repair of Analytical Balances

Item #	Description	% Discount/Markup
13	Parts and Materials (Original Invoice)	12.00 %

Year One Water Public Works & Engineering Department Quality Control - Repair of Microscopes

Item #	Description	Unit of Measure	Unit Price
14	Labor Rate for Repair of Microscopes	Hour	\$75.00
15	Annual ESI, PM, Cleaning and Adjustments for Microscopes. Designated Maintenance A, A++	Hour	\$35.00

Year One Public Works & Engineering Department Water Quality Control - Repair of Microscopes

Item #	Description	% /Markup
16	Parts and Materials (Original Invoice)	12.00 %

Year One Water Public Works & Engineering Department Quality Control

Item #	Description	Unit of Measure	Unit Price
17	Quarterly Check and Calibration of TOC Analyzers, Designated Maintenance: Q2	Each	\$75.00

Year One Public Works & Engineering Department Water Quality Control - Water Systems Not Covered Under Routine Monthly Maintenance

Item #	Description	Unit of Measure	Unit Price
18	Labor For Modifications to Water Systems not Covered Under Routine Monthly Maintenance	Hour	\$80.00
19	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
20	Monthly Inspection, Maintenance, Replace Consumables, Adjustments to Water Systems at Plant I, Designated Maintenance: M1	Each	\$100.00
21	Monthly Maintenance and Supply Softner Water System at Plant III Designated Maintenance: M2	Each	\$80.00
22	Quarterly Inspection, Maintenance, Replace Consumables, Adjustments to Water System at Genoa Red Bluff Lab, Designated Maintenance: Q	Each	\$80.00
23	Quarterly Inspection, Maintenance, Replace Filters, Consumables and Annually Replace Membranes or Breuner Reverse Osmosis Systems at Chemical Bldg. Designated Maintenance: Q1	Each	\$80.00

Year One Public Works & Engineering Department Water Quality Control - Water Systems Not Covered Under Routine Monthly Maintenance

Item #	Description	% Markup
24	Parts and Materials (Original Invoice) for replacement or modification of parts to water	12.00 %

systems not covered under routine monthly maintenance (Non-Consumable) or
 Damage/Loss of Membranes not Associated with Normal Operations

Year One Public Works & Engineering Department Water Quality Control - Specialized Equipment

Item #	Description	Unit of Measure	Unit Price
25	Labor Rate for Repair or Adjustments of Specialized Equipment	Each	\$75.00
26	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
27	Annual ESI for All Specialized Equipment Designated Maintenance: A	Each	\$7.50

Year One Public Works & Engineering Department Water Quality Control - Specialized Equipment

Item #	Description	% Markup
28	Repair of Specialized Equipment (Original Invoice) subcontracted by Contractor to Equipment Manufacturer	10.00 %
29	Parts and Materials (Original Invoice) for Specialized Equipment	12.00 %

Year One Public Works & Engineering Department Water Quality Control - Small Equipment

Item #	Description	% Discount/Markup
30	Parts and Materials (Original Invoice) for Small Equipment	12.00 %

Year One Public Works & Engineering Department Water Quality Control - Microscopes, Cameras, Optical Equipment and Accessories

Item #	Description	Unit of Measure	Unit Price
31	Labor Rate for Repair of Microscopes, Cameras, Optical Equipment, and Accessories	Hour	\$75.00
32	Annual ESI, PM, Cleaning and Adjustments for Microscopes. Designated Maintenance A, A++	Hour	\$40.00

Year One Public Works & Engineering Department Water Quality Control - Microscopes, Cameras, Optical Equipment and Accessories

Item #	Description	% Discount/Markup
33	Parts and Materials (Original Invoice) for Microscopes, Cameras, Optical Equipment and Accessories	12.00 %

Year One Water Public Works & Engineering Department Quality Control - Fume Hoods

Item #	Description	Unit of Measure	Unit Price
34	Labor Rate for Repair of Fume Hoods	Hour	\$75.00
35	Quarterly Monitoring/Maintenance Including Replacement Filters of 6 Chemical Fume Hoods and One (1) Biological Hood Designated Maintenance Q3	Each	\$40.00

Year One Water Public Works & Engineering Department Quality Control - Fume Hoods

Item # Description % Markup

36 Parts and Materials (Original Invoice) for repair of fume hoods 12.00 %

Year One Public Works & Engineering Department Cost for Wastewater Laboratories -General Type Lab Equipment

Item #	Description	Unit of Measure	Unit Price
37	Labor Rate for Repairs of General Type Lab Equipment	Hour	\$75.00
38	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
39	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50
40	Annual PM for General Type Lab Equipment in accordance with Manufacturer's Recommendation. Designated Maintenance: A+, B	Each	\$40.00

Year One Public Works & Engineering Department Cost for Wastewater Laboratories -General Type Lab Equipment

Item # Description % Markup

41 Parts and Materials (Original Invoice) for General Type Lab Equipment 12.00 %

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Meters, Analyzers, Blenders

Item #	Description	Unit of Measure	Unit Price
42	Labor Rate for Meters, Analyzers, Blenders	Hour	\$75.00
43	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
44	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Meters, Analyzers, Blenders

Item # Description % Markup

45 Parts and Materials (Original Invoice) 12.00 %

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Analytical Balances

Item #	Description	Unit of Measure	Unit Price
46	Labor Rate for Repair of Analytical Balances	Hour	\$75.00
47	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
48	Annual ESI, PM, and Calibrating for Analytical Balances. Designated Maintenance: B++	Each	\$40.00

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Analytical Balances

Item #	Description	% Markup
49	Parts and Materials (Original Invoice)	12.00 %

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Analytical Balances Greater than 1000 LBS.

Item #	Description	Unit of Measure	Unit Price
50	Labor Rate for Repair of Analytical Balances Capacity Greater than 1000 lbs	Hour	\$75.00
51	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
52	Annual ESI, PM, Cleaning for Analytical Balances. Designated Maintenance: B++	Each	\$40.00

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Repair of Analytical Balances Greater than 1000 LBS.

Item #	Description	% Markup
53	Parts and Invoices (Original Invoice) for Analytical Balances	12.00%

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Microscopes Designated Maintenance A, A++

Item #	Description	Unit of Measure	Unit Price
54	Annual ESI, PM, Cleaning and Adjustments for Microscopes. Designated Maintenance A, A++	Each	\$35.00

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Specialized Equipment

Item #	Description	Unit of Measure	Unit Price
55	Labor Rate for Repair or Adjustments of Specialized Equipment	Hour	\$75.00
56	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
57	Bi-Yearly Preventive Maintenance of Specialized Equipment, in accordance with manufacturer's recommendations, designated maintenance: B+	Each	\$225.00
58	Annual ESI for All Specialized Equipment Designated Maintenance: A	Each	\$7.50

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Specialized Equipment

Item #	Description	% Markup
59	Repair of Specialized Equipment (Original Invoice) subcontracted by Contractor to Equipment Manufacturer	10.00 %
60	Parts and Materials (Original Invoice) for Specialized Equipment	12.00 %

Year One Public Works & Engineering Department Cost for Wastewater Laboratories - Small Equipment

Item #	Description	% Markup
61	Parts and Materials (Original Invoice) for Small Equipment	12.00 %

Year One - All Public Works & Engineering Department Equipment

Item #	Description	Unit of Measure	Unit Price
62	Emergency Labor Rate for Work Performed Outside Normal Business Hours	Hour	\$105.00

Year One Houston Police Department - Repair of Analytical Balances

Item #	Description	Unit of Measure	Unit Price
63	Repair of Analytical Balances	Hour	\$75.00
64	Annual ESI, PM, and Calibrating for Analytical Balances. Designated Maintenance: B++	Each	\$40.00

Year One Houston Police Department - Repair of Analytical Balances

Item #	Description	% Markup
65	Parts and Materials (Original Invoice) for Analytical Balances	12.00 %

Year One Houston Police Department - Repair of Top Loader Balances

Item #	Description	Unit of Measure	Unit Price
66	Labor Rate to Repair Top Loader Balances	Hour	\$75.00

Year One Houston Police Department - Repair of Top Loader Balances

Item #	Description	% Markup
67	Parts and Materials (Original Invoice) for Top Loader	12.00 %

Year One Houston Police Department - All Equipment

Item #	Description	Unit of Measure	Unit Price
68	Emergency Labor Rate for Work Performed Outside Normal Business Hours	Hour	\$105.00

Year Two Public Works & Engineering Department Water Quality Control - General Type Lab Equipment

Item #	Description	Unit of Measure	Unit Price
1	Labor Rate for Repair of General Type Lab Equipment	Hour	\$75.00
2	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
3	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50

4 Annual PM for General Type Lab Equipment in accordance with Manufacturer's Recommendation. Designated Maintenance: A+, B Each \$40.00

Year Two Public Works & Engineering Department Water Quality Control - General Type Lab Equipment

Percent Markup of Materials: 12.0

Item #	Description	Markup
5	Parts and Materials (Original Invoice)	12%

Year Two Public Works & Engineering Department Water Quality Control - Meters, Analyzers, Blenders

Item #	Description	Unit of Measure	Unit Price
6	Labor Rate for Meters, Analyzers, Blenders	Hour	\$75.00
7	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
8	Annual ESI for General Type Lab Equipment Designated Maintenance: A	Each	\$7.50

Year Two Public Works & Engineering Department Water Quality Control - Meters, Analyzers, Blenders

Item #	Description	% Markup
9	Parts and Materials (Original Invoice)	12.00%

Year Two Water Public Works & Engineering Department Quality Control - Repair of Analytical Balances

Item #	Description	Unit of Measure	Unit Price
10	Labor Rate for Repair of Analytical Balances	Hour	\$75.00
11	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
12	Bi-Yearly ESI, PM, and Calibrating for Analytical Balances. Designated Maintenance: B++	Each	\$35.00

Year Two Public Works & Engineering Department Water Quality Control - Repair of Analytical Balances

Item #	Description	% Markup
13	Parts and Materials (Original Invoice)	12.00%

Year Two Water Public Works & Engineering Department Quality Control - Repair of Microscopes

Item #	Description	Unit of Measure	Unit Price
14	Labor Rate for Repair of Microscopes	Hour	\$75.00
15	Annual ESI, PM, Cleaning and Adjustments for Microscopes. Designated Maintenance A, A++	Hour	\$35.00

Year Two Public Works & Engineering Department Water Quality Control - Repair of Microscopes

Item #	Description	% Markup
16	Parts and Materials (Original Invoice)	12.00 %

Year Two Water Public Works & Engineering Department Quality Control

Item #	Description	Unit of Measure	Unit Price
17	Quarterly Check and Calibration of TOC Analyzers, Designated Maintenance:Q2	Each	\$75.00

Year Two Public Works & Engineering Department Water Quality Control - Water Systems Not Covered Under Routine Monthly Maintenance

Item #	Description	Unit of Measure	Unit Price
18	Labor For Modifications to Water Systems not Covered Under Routine Monthly Maintenance	Hour	\$80.00
19	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
20	Monthly Inspection, Maintenance, Replace Consumables, Adjustments to Water Systems at Plant I, Designated Maintenance: M1	Each	\$100.00
21	Monthly Maintenance and Supply Softner Water System at Plant III Designated Maintenance: M2	Each	\$80.00
22	Quarterly Inspection, Maintenance, Replace Consumables, Adjustments to Water System at Genoa Red Bluff Lab, Designated Maintenance: Q	Each	\$80.00
23	Quarterly Inspection, Maintenance, Replace Filters, Consumables and Annually Replace Membranes or Breuner Reverse Osmosis Systems at Chemical Bldg. Designated Maintenance: Q1	Each	\$80.00

Year Two Public Works & Engineering Department Water Quality Control - Water Systems Not Covered Under Routine Monthly Maintenance

Item #	Description	% Markup
24	Parts and Materials (Original Invoice) for replacement or modification of parts to water systems not covered undeer routine monthly maintenance (Non0Consumable) or Damage/Loss of Membranes not Associated with Normal Operations	12.00 %

Year Two Public Works & Engineering Department Water Quality Control - Specialized Equipment

Item #	Description	Unit of Measure	Unit Price
25	Labor Rate for Repair or Adjustments of Specialized Equipment	Each	\$75.00
26	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00
27	Annual ESI for All Specialized Equipment Designated Maintenance: A	Each	\$7.50

Year Two Public Works & Engineering Department Water Quality Control - Specialized Equipment

Item #	Description	% Markup
28	Repair of Specialized Equipment (Original Invoice) subcontracted by Contractor to Equipment Manufacturer	10.00 %
29	Parts and Materials (Original Invoice) for Specialized Equipment	12.00 %

Year Two Public Works & Engineering Department Water Quality Control - Small Equipment

Item #	Description	% Markup
30	Parts and Materials (Original Invoice) for Small Equipment	12.00 %

Year Two Public Works & Engineering Department Water Quality Control - Microscopes, Cameras, Optical Equipment and Accessories

Item #	Description	Unit of Measure	Unit Price
31	Labor Rate for Repair of Microscopes, Cameras, Optical Equipment, and Accessories	Hour	\$75.00
32	Annual ESI, PM, Cleaning and Adjustments for Microscopes. Designated Maintenance A, A++	Hour	\$40.00

Year Two Public Works & Engineering Department Water Quality Control - Microscopes, Cameras, Optical Equipment and Accessories

Item #	Description	% Markup
33	Parts and Materials (Original Invoice) for Microscopes, Cameras, Optical Equipment and Accessories	12.00 %

Year Two Water Public Works & Engineering Department Quality Control - Fume Hoods

Item #	Description	Unit of Measure	Unit Price
34	Labor Rate for Repair of Fume Hoods	Hour	\$75.00
35	Quarterly Monitoring/Maintenance Including Replacement Filters of 6 Chemical Fume Hoods and One (1) Biological Hood Designated Maintenance Q3	Each	\$40.00

Year Two Water Public Works & Engineering Department Quality Control - Fume Hoods

Item #	Description	% Markup
36	Parts and Materials (Original Invoice) for repair of fume hoods	12.00 %

Year Two Public Works & Engineering Department Cost for Wastewater Laboratories -General Type Lab Equipment

Item #	Description	Unit of Measure	Unit Price
37	Labor Rate for Repairs of General Type Lab Equipment	Hour	\$75.00
38	Minimum Charge if City opts to not have Equipment Repaired	Each	\$40.00