



CITY OF HOUSTON INVITATION TO BID

Issued: July 30, 2010

BID OPENING

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 AM Thursday, August 26, 2010** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

ELECTRICAL MAINTENANCE, REPAIR, AUTOMATION SUPPORT AND TECHNICAL SERVICES FOR THE CITY'S WATER AND WASTEWATER TREATMENT FACILITIES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT

BID INVITATION NO.: S50-L23643

NIGP CODE: 910-82

BUYER

Questions regarding this solicitation document should be addressed to Art Lopez, at **832-393-8731**, or e-mail to arturo.lopez@houstontx.gov.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the **"PLACE BID"** page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at the City Hall, Strategic Purchasing Division, 901 Bagby, Conference Rm. 2 (Basement), Houston, Texas 77002 at **10:00 AM on Wednesday, August 11, 2010**.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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

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

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

SECTION A



ELECTRICAL MAINTENANCE, REPAIR, AUTOMATION SUPPORT AND TECHNICAL SERVICES FOR THE CITY'S WATER AND WASTEWATER TREATMENT FACILITIES FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION NO.: S50-L23643
NIGP CODE: 910-82

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Contract for Electrical Maintenance, Repair, Automation Support and Technical Services for the City's Water and Wastewater Treatment Facilities for a three-year period with two (2) one-year option periods to extend for the Public Works & Engineering Department"**, which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

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

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

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

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide Electrical Maintenance, Repair, Automation Support and Technical Services for the City in accordance with attached Specifications.

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Contractor's Questionnaire

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

TABLE 2 - DOCUMENTS & FORMS
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Certification of Agreement to Comply w' the Program, Form No.2
Pay or Play List of Participating Subcontractors, Form No.3
Annual Performance and Maintenance Bonds, (100%, 1 st Years Contract Value)

Notes:

1. Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B405, Houston, TX 77002, Attn: Art Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov no later than 4:00 PM, **Friday, August 13, 2010.**
2. Although it is the intent of the City to award one contract as results of this invitation to bid, the City reserves the right to award by line item/group.

CONTRACTOR'S QUESTIONNAIRE:

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for electrical maintenance, repair, automation support and technical services that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Electrical Maintenance, Repair, Automation Support and Technical Services. A minimum of three (3) references are required with this bid.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

PERMITS:

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

SITE VISIT:

All prospective bidders are encouraged to arrange and attend a site visit to inspect the actual scope of work to be done. Failure of a bidder to arrange and attend a site visit will constitute a waiver of any claims for unknown changes considered. Site visits may be scheduled by contacting Joyce Jackson at 832-395-8646. When deemed necessary an inspection may be made by the Public Works & Engineering Department to determine whether a bidder actually has a facility at the location they have listed in the document

PERFORMANCE BOND:

The Contractor shall furnish and maintain a performance bond in the amount of **100% of the annual contract amount, renewable annually**, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "J".

If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "J" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

MAINTENANCE BOND:

The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of **100% of the total recommended annual award amount, renewable annually, for the initial term of the contract.** The Contract term is three-years with two one-year options to renew for a total five-year term.

The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.

This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.

The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond.

The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Bidder receives notification from the City of a possible award.

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 GENERAL

- 1.1 The Contractor shall furnish all management, supervision, labor, equipment, supplies, parts (unless otherwise specified) and materials required to provide electrical maintenance and repair and automation support and technical services for the City's Water and Wastewater treatment facilities. These supplemental services will improve the facility operation, efficiency, availability and regulatory compliance. The services are separated into four categories based on the specific expertise and qualification requirements of each category. 1) Electrical Services are specified in SECTION 1 and include the services associated with electric power equipment trouble shooting, maintenance and construction; 2) Generator Services are specified in SECTION 2 and include the transportation, fueling and maintenance of electric power generators. 3) Automation Services are described in SECTION 3 and include the technical support of facility control and the Supervisory Control and Data Acquisition Communications Systems, (SCADA) and SECTION 4, Hazardous Waste – Items Electrical in Nature, specifics for proper disposal.
- 1.2 The 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 solicitation.
- 1.3 Emergency service and parts shall be inclusive with this contract. The 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 solicitation.

2.0 INTRODUCTION

- 2.1 The prime contractor shall provide for all four categories of service and shall meet the qualifications specified in SECTION 1 (Electrical Services), SECTION 2 (Generator Services) SECTION 3 for Automation Services and SECTION 4 (Hazardous Waste—items electrical in nature), or hire a subcontractor that meets the specified qualification to provide all of the services specified in SECTION 2.
- 2.2 The services described in Section 2.1, shall be available to the City's wastewater and water treatment facilities listed in **SECTION "BB"**.
- 2.3 The City shall have final approval of all subcontractors. The subcontractors are subject to the same work standards as the prime contractor. All services provided must follow and be in compliance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA) regulations as well as all applicable State and Local codes.

3.0 REFERENCES STANDARDS

- 3.1 Institute of Electrical and Electronic Engineering (IEEE). Standard 51-1992, IEEE Guide for Harmonic Content and Control.
- 3.2 Underwriters Laboratories (UL). UL508
- 3.3 National Electrical Manufacture's Association (NEMA). ISC 6, Enclosures for Industrial Controls and Systems.

- 3.4 International Electrotechnical Commission (IEC). IEC 801-2, 801-4, 255-4.
- 3.5 National Fire Protection Association (NFPA 70), National Electrical Code (NEC).
- 3.6 Occupational Safety and Health Administration (OSHA)
- 3.7 National Institute of Standards and Technology (NIST)
- 3.8 State and Local codes and Ordinances
- 3.9 City of Houston Electrical Code

SECTION 1 – ELECTRICAL SERVICES

1.0 ELECTRICAL SERVICES

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, transportation, equipment, supplies and facilities necessary to provide precision repairs, installations and calibrations of Electrical equipment and services for the facilities listed in **SECTION “BB”**. This shall include on-site repairs at City facilities as well as shop repairs at Contractor’s facility.
- 1.2 The equipment shall include but not limited to Power Distribution Centers, Motor Control Centers, Motor Starters, Control Panels, Subpanels, System installations, the disconnection of motors from feeders, the reconnection of motors to feeders, replacement and repair of conduit for electrical and automation piping systems and lighting equipment both inside and outside of facility and building structures.
- 1.3 Per Direction of the User Department Representative (UDR) assigned to administer the day to day activities of the contract, the contractor shall provide energy efficiency evaluation, electrical coordination studies and analysis, and infrared implementation. This shall be a part of this contract.
- 1.4 Qualifications of the Contractor
 - 1.4.1 The Contractor shall have and maintain Texas Electrical Contractors license and have a minimum of 5 years experience in the electrical maintenance and electrical maintenance/repair for water and wastewater facilities.
 - 1.4.2 Personnel performing Maintenance/Repair Services shall include but not be limited to a “Licensed” Master Electrician overseeing the work of licensed Journeyman electricians who must be employed full time by company.
 - 1.4.3 Personnel performing services to carry License(s) that must remain current and which shall be available for City inspection at all times. Proof of License(s) shall be required prior to award and upon request after the contract award.
- 1.5 Contractor Work Hours:
 - 1.5.1 Normal working hours shall be from 7:30 a.m. through 5:00 p.m. Monday thru. Friday.
- 1.6 City of Houston authorized representative must approve 1) Maintenance Service hours listed on Work Order, 2) Material receipts and 3) Invoices prior to payment.
- 1.7 Response Time
 - 1.7.1 Emergency: The Contractor shall respond on location within one (1) hour of service call.

- 1.7.2 Routine: The contractor shall respond on location within two (2) hours on all routine calls.
- 1.8 Overtime Labor Rates: Shall mean the contractor's charge for labor for work performed after Normal Business Hours. City's authorized representative must approve all overtime work.
- 1.9 Maintenance Service Charges/Rates: Charges for services required beyond normal working hours shall not begin until contractor arrives at site to perform repair services.
- 1.10 Emergencies
 - 1.10.1 Emergency Maintenance Service shall be provided twenty-four (24) hours a day, Seven (7) days a week.
 - 1.10.2 Emergency Labor Rate: shall mean the contractor's charge for labor for unscheduled, immediate and continuous repair work that shall be carried out until the Electrical repairs are completed.
 - 1.10.3 City of Houston authorized representative must approve all emergency work well as 1) hours worked, 2) material receipts and 3) invoices prior to payment.
- 1.11 Charges for Electrical Services are shown in the fee schedule.

END OF SECTION

SECTION 2 – GENERATOR SERVICES

2.0 GENERATOR SERVICES

- 2.1 In the event of emergency situations, at the request of the UDR, the contractor shall provide resources for the preparation, transportation, fueling and maintenance of generators that are to be delivered to those facilities listed in **SECTION "BB"**. The Contractor shall have standby resources on hand to be delivered. They shall include but are not limited to: journeyman electrician(s), apprentice electrician(s), mechanic(s), welding technician(s), fueling trucks rated to 1200 gallons, tractor trailer trucks, heavy duty cranes trucks with lift capacities of 40 tons, digger derrick truck and bucket trucks with insulated booms to 100 ft.
- 2.2 The Contractor shall have five (5) years experience with the work specified in this section as well as licensed personnel for fueling, electrical (journeyman and master), plumbing, gas, Professional Engineer (PE) in electrical, mechanical, structural.
 - 2.2.1 Costs for Generator Services are shown in the fee schedule.
- 2.3 Contractor Work Hours:
 - 2.3.1 Normal working hours shall be from 7:30 a.m. through 5:00 p.m. Monday thru. Friday.
- 2.4 City of Houston authorized representative shall approve 1) Maintenance Service hours listed on Work Orders, 2) Material receipts and 3) Invoices prior to payment.
- 2.5 Response Time
 - 2.5.1 Emergency: The Contractor shall respond on location within one (1) hour of service call.
 - 2.5.2 Routine: The Contractor shall respond on location within two (2) hours on all routine calls.

- 2.6 Overtime Labor Rates: Shall mean the contractor's charge for labor for work performed after Normal Business Hours. City's authorized representative must approve all overtime work.
- 2.7 Maintenance Service Charges/Rates: Charges for services required beyond normal working hours shall not begin until contractor arrives at site to perform repair services.
- 2.8 Emergencies
 - 2.8.1 Emergency Maintenance Service shall be provided twenty-four (24) hours a day, seven (7) days a week.
 - 2.8.2 Emergency Labor Rate: Shall mean the contractor's charge for labor for unscheduled, immediate and continuous repair work that shall be carried out until the Generator repairs are completed.
 - 2.8.3 City of Houston authorized representative must approve all emergency work as well as 1) hours worked, 2) material receipts and 3) invoices prior to payment.
- 2.9 Load Bank Testing
 - 2.9.1 The Contactor shall provide a load bank tester to test up to, but not limited to, a 1050KW 480 volt generator. Contractor's load bank tester shall be able to provided 240 volt as well in the event that it is needed.
 - 2.9.2 The Contractor may use if necessary, a City owned load bank tester when available.
 - 2.9.3 The Contactor shall document test results and provide all test related documents to the City of Houston, as well as keep a copy of their own in the event that the City should require it at a later date.
- 2.10 Preventive Maintenance
 - 2.10.1 The Contactor shall provide a mechanic for on site and shop preventive maintenance. The Contractor shall provide but is not limited to changing oil, all filters, belts and hoses. The Contactor shall dispose of used oil in accordance to EPA regulations and provide proof of such if deemed necessary.
 - 2.10.2 The Contactor shall run a fuel analysis to determine if the fuel is good or bad. If the fuel is bad, the Contractor shall filter the fuel and recalculate the fuel on site to be put back into the generator.
 - 2.10.2.1 The Contractor shall completely remove and dispose of fuel from tank if the fuel is no longer able to be filtered in place.

END OF SECTION

SECTION 3 - AUTOMATION SERVICES

3.0 AUTOMATION SERVICES

- 3.1 The Contractor shall meet the qualifications in this section or hire an Automation Subcontractor (ASC) who meets the specified qualifications to provide all labor, materials, test equipment and supervision necessary to perform the following Automation Support Services in accordance with the requirements of this contract. The contractor shall not terminate the subcontractor agreement or hire any other ASC for the specified work without the specific written consent of the City's Contract Technical Representative (CTR).
- 3.2 The Contractor/ASC shall provide technical support for the automated systems used throughout the City's water and wastewater treatment, collection, and distribution facilities. Many of these

automated systems are interconnected subsystems that perform complex process control and monitoring functions. The automated systems at each facility are also connected to the City-wide SCADA system. The quality of the automated systems is critical to public health, employee safety, regulatory compliance, and cost management. The Contractor/ASC must have the technical and process expertise to maintain, repair, retrofit and refine these automated systems, the automated subsystems, the subsystem devices, the networking components and the associated software that makes the entire system functional and manageable.

3.3 Quality Assurance and Contractor/ASC Qualifications.

3.3.1 The Contractor/ASC shall have and maintain a professional engineering firm license to ensure compliance with the Texas Engineering Practice Act (Tbpe.state.tx.us/downloads.htm) (Article 3271a) for the work in analysis, inspection, design and test of the electrical control systems of the publicly owned facilities.

3.3.2 The Contractor/ASC shall have and maintain an electrical contractor license to ensure compliance with the Texas Department of Licensing and Regulation Title 8, Occupations Code Chapter 1305 for the work associated with alteration, repair, maintenance and installation of the associated electrical components.

3.3.3 Compliance with Homeland security and software quality requirements.

3.3.3.1 According to the National Strategy for Homeland Security, wastewater treatment facilities are part of the nation's critical infrastructure and the government agencies that are responsible shall take specific steps to improve SCADA security. For all SCADA software related services the contractor and the ASC shall comply with the Wastewater Operations SCADA Software Engineering Security and Quality Requirements.

3.3.3.2 The water and wastewater systems are recognized as potential targets of cyber attacks. Therefore, the City is vigilant in the distribution of any information related to the wastewater control and SCADA systems and requires the same vigilance of the Contractor/ASC. The Contractor/ASC will not distribute, or share any information related to the automated systems including the City's SCADA system without written consent from the CTR's designate.

3.3.3.3 The Contractor/ASC shall have a five (5) year history with SCADA network security and maintain that expertise throughout the duration of this contract to address the changing SCADA related security concerns related to the Contractor's Scope of Work.

3.3.4 The Contractor/ASC shall show a minimum of five (5) years of experience and expertise in the support of the water and wastewater facilities, processes and technologies as listed herein. The Contractor/ASC shall have and maintain an office within the City of Houston for the duration of this contract.

3.4 The Contractor/ASC shall provide Automation support service related to the following processes and technologies.

3.4.1 Wastewater and Water Facility Processes to be supported include but are not limited to:

3.4.1.1 Wastewater and water related processes: Lift station, screening, aeration, oxygen generation, filtration, chlorination, de-chlorination, clarification and thickening.

3.4.1.2 Advanced wastewater and water solids processes: Centrifuge and belt press dewatering, polymer distribution, sludge heat drying and biosolids fertilizer production, cake and dry product conveying and storage.

3.4.1.3 The Contractor/ASC will provide supplementary support to these processes

- per City direction performing activities described in this section.
- 3.4.1.4 The City may also direct the Contractor/ASC to take complete and full responsibility for the Automation Support Service including 24/7 call services of a designated facility or specific process at a designated water or wastewater facility to ensure the automation and control system is fully functional and operational under a critical or any emergency period.
 - 3.4.2 Instrumentation and control technologies to be supported and maintained include but are not limited to: Pneumatic and electromechanical actuators and valves; Pneumatic and electric transducers and transmitters; Variable frequency drives; Motor controls, Thermocouple and Resistance Temperature Detectors (RTD) temperature sensors and transmitters; Flow, motion, level, speed, position and pressure sensors and transmitters; Flame control and safety circuits; Process analyzers and Programmable Logic Controller, (PLC) components.
 - 3.4.3 Computing and networking technology to be maintained and supported include but are not limited to: PROFIBUS and industrial Ethernet networks components; Modems, switches, routers, firewalls, industrial operator interface devices, PC based operator interface devices; Thin client operator interface devices; Application and data acquisition servers.
 - 3.4.4 Software technologies to be supported by the Contractor/ASC include but are not limited to: Operator interface development software, GE iFIX, Wonderware Intouch, Orchestra, Siemens Protool; PLC application development software, Softshop Siemens PLC Workshop for Modicon and Square D PLCs, Siemens Step-7, Siemens Microwin, Allen-Bradley RS Logix and all software required to ensure the proper functionality of these software packages including operating systems and networking software. When additional software tools and applications not listed above are required of the Contractor/ASC contractor and the ASC's in house staff lacks the expertise to resolve the problem, then a subcontractor can be engaged by the ContractorASC. This subcontractor shall be approved by the UDR before work is started.
- 3.5 Specific Automated System Support Activities include but are not limited to:
- 3.5.1 Assess process performance, process problems, process faults and process variances to identify non-functional hardware and or software, to determine and take corrective action to restore and/or improve process performance.
 - 3.5.2 Assess, evaluate, design, refine and repair complex automated systems software and hardware in efforts to identify and correct system failure and to identify and correct SCADA security related issues.
 - 3.5.3 Retrofit obsolete and nonfunctional automated systems: Design, install, program, test and document, hardware and software modification to replace obsolete components; improve process performance, improve safety, ease support requirements.
 - 3.5.3.1 Develop and/or modify automated systems operations and support documentation, including but not limited to, software and network diagrams, electrical system schematics and one line diagrams, operations and technical support manuals.
 - 3.5.4 Procure, calibrate, repair, install, connect, configure, program and test automation related components and software as required.
 - 3.5.5 Document and communicate automation related opportunities, problems and accomplishments.
 - 3.5.6 Develop and maintain software to enhance process control, operation and maintenance of the processes and automated systems.
 - 3.5.7 Procure, replace, configure, test, and document changes to the Water and Wastewater and facility network components.

- 3.5.8 Refine historical process data server configuration and reports.
- 3.5.9 Telemetry system installation and remote monitoring of sensing devices for water distribution and collection systems. The Contractor shall perform turn key project to procure parts, perform system installations, and develop software application and commissioning.
- 3.5.10 Procurement of parts and materials
 - 3.5.10.1 The Contractor/ASC will use best efforts to secure best prices for this work. This may include investigating alternate vendors and negotiating for reseller pricing discounts. The contractor shall use the Government or City contract when the cost is lower than the contract vendor's price.
- 3.5.11 Cost for Automation Service will be as shown in the Contract Fee Schedule.

END OF SECTION

SECTION 4 – HAZARDOUS WASTE DISPOSAL

4.0 HAZARDOUS WASTE DISPOSAL

- 4.1 The Contractor shall dispose of Hazardous Waste (items electrical in nature, ballasts, light bulbs, PCB Oil Filled Transformers, etc.) per EPA guidelines.

END OF SECTION

SECTION 5 – PERFORMANCE

5.0 COORDINATE PERFORMANCE

- 5.1 The Contractor shall coordinate work activities as directed by CTR so as to avoid interference with ongoing operations and maintain regulatory permit compliance. Any tools or materials left at the plant site remain the responsibility of the contractor.

5.2 Repair & Replacement

- 5.2.1 The Contractor shall inspect, repair, and/or troubleshoot in lieu of replacement unless the repair cost of Electrical components exceeds seventy (70) percent of the cost for replacing it with a new item.
- 5.2.2 Generally, the seventy (70) percent rule applies, but the City reserves the right to repair the unit, not repair the unit, or purchase a new unit. The decision will be based on economic evaluation of the alternatives of the case and various operational considerations of the City.

5.3 Work Orders

- 5.3.1 The UDR shall issue a Work Order request when services are required. The Work Order shall contain a brief description of the work required. The contractor shall provide a scope of work to the UDR, which shall include good faith and a detailed cost estimate of the work required. The UDR shall approve all estimates. Changes in services required shall be approved by UDR prior to work being performed.
- 5.3.2 Upon written acceptance of the cost estimate by the UDR, the Contractor shall proceed with the required work. The Contractor shall commence work immediately and complete the work within the allocated time.

5.3.3 Invoicing

- 5.3.3.1 Services provided shall be paid for at Rates listed in the fee schedule. All invoices shall be submitted in triplicate (one (1) original and two (2) copies). All invoices shall be original invoices or certified original invoices on Contractor's company stationary with the original signed by an authorized agent of the company. The invoices shall detail the following information:
 - 5.3.3.2 City Contract number and Contractor's job Number.
 - 5.3.3.3 Contractor's job Number shall appear clearly on all time sheets invoices and suppliers' invoices.
 - 5.3.3.4 Contractor's name and address and where the service was performed.
 - 5.3.3.5 City equipment EI number and city Work Order Number.
 - 5.3.3.6 City Facility Number and address where equipment had been prior to service.
 - 5.3.3.7 Detailed description of services rendered.
 - 5.3.3.8 Description of Parts or components repaired or replaced. Provide Part numbers, listing before and after discount. If parts are reconditioned, the cost to recondition parts must be listed.
 - 5.3.3.9 Subcontractors' invoices with detailed description of work performed, hours and cost.
 - 5.3.3.10 Labor hours and rates.
 - 5.3.3.11 Subtotal cost for parts and labor separately.
 - 5.3.3.12 Total invoice cost.

5.4 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 of 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 seven (7) working day 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.

5.5 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 the Contractor the cost incurred by the City thereby, or make an equitable adjustment in the contract price.

5.6 Replacement Parts

- 5.6.1 Once quotes for replacement parts are given to the City by the contractor and accepted by the City, the City reserves the right to pick up any and all parts. Any equipment removed from any city facility shall be documented on a City Equipment Release Form.
- 5.6.2 The City reserves the right to supply repair/service materials on an extended (long) lead time, obsolete items and specialty items.

5.7 Post Award Meeting

5.7.1 Once the contract has been approved by City Council, PW&E will schedule a Post Award Meeting with the Contractor and PW&E End Users. This meeting will cover procurement, PW&E contacts, contractor invoicing, contractor payment and all other matters related to contract administration.

5.8 Contract Compliance

5.8.1 The Department of Public Works & Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that acceptable levels of service are provided.

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

5.8.1.1.1 Site visits

5.8.1.1.2 Review of deliveries received for accuracy and timeliness

5.8.1.1.3 Review of contractor's invoices for accuracy

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

5.9 Warranty of Services

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

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

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

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

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

5.10 Estimated Quantities Not Guaranteed

5.10.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work 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.

5.11 Additions and Deletions

5.11.1 The City by written notice from the City Purchasing Agent to the Contractor, at anytime

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

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

END OF SECTION

**SECTION BB
LIST WASTEWATER AND WATER TREATMENT FACILITIES COVERED BY THIS CONTRACT**

WASTEWATER FACILITIES

Service Area	FAC Type	Facility Name	FAC #	FAC Add.		Zip code	Key Map
AS	WWTP	ALMEDA SIMS	6	12319 1/2	ALMEDA RD.	77053	572-S
AS	LS	MAC GREGOR WAY, N. #1	188	2000	MAC GREGOR WAY, N.	77030	533-E
AS	SLG	ALMEDA SIMS	5	12319 1/2	ALMEDA RD.		572-S
AS	LS	SLEEPY HOLLOW	441	3425 1/2	SLEEPY HOLLOW	77027	492-P
AS	LS	LANDMARK	23	13030	LANDMARK	77045	572-J
AS	LS	INVERNESS	390	3987 1/2	INVERNESS	77027	492-N
AS	LS	KIRBY DRIVE #1	114	8500	KIRBY DR.	77054	532-Q
AS	UP	U-FANNIN, UP	67	6800	FANNIN	77030	532-H
AS	UP	U-HOLCOMBE, UP	185	2102	HOLCOMBE	77005	532-H
AS	LS	AMBROSE	91	11300	SUBURBAN	77045	572-P
AS	LS	ARDMORE	466	7750	ARDMORE	77021	533-P
AS	LS	ASHVILLE	8	9630	ASHVILLE	77051	573-B
AS	LS	CIELO	607	14750	MESA VILLAGE DR.	77053	572-T
AS	LS	CHISWICK	548	1000	KILKENNY	77085	572-Q
AS	LS	FUQUA	81	4035	FUQUA, W.	77053	572-S
AS	LS	FWSD #34 (WEST OREM)	84	12500	ZAVALLA	77085	570-R
AS	LS	GALLERIA AREA	546	322 1/2	N. POST OAK	77024	491-H
AS	LS	HAVILAND	104	11555	HAVILAND	77085	570-M
AS	LS	KIRBY DRIVE #3	184	9103	KIRBY DR.	77054	532-U
AS	LS	MAGNET	128	2710	MAGNET	77054	533-S
AS	LS	PAMELA HEIGHTS	537	4402	KNOTTY OAKS TRAIL	77045	572-J
AS	LS	SCOTT #3	337	10718	SCOTT	77047	573-G
AS	LS	WILLOWICK	362	3719	WILLOWICK	77019	492-N

AS	LS	WILLOW PARK APARTMENTS	599	14001	FONDREN	77085	570-Q
AS	LS	INVERNESS PATH	624	3414 1/2	INVERNESS PATH LANE	77053	572-T
BLACKHAWK	LS	BAY AREA	621	1801 1/2	WEST BAY AREA BLVD.	77058	617-Z
BW	WWTP	BELTWAY	242	10518	BELLAIRE	77072	529-G
BW	LS	ALIEF VILLAGE DR.	359	4237	AMIR	77072	529-A
BW	LS	BELLE PARK #1	302	7615	BELLE PARK DR.	77072	529-K
BW	LS	HIGH STAR	323	12843 1/2	HIGH STAR	77082	528-D
BW	LS	RICHMOND AVE. #1	349	10880	RICHMOND AVE.	77042	489-Y
BW	LS	ROARK #2	418	7602	ROARK RD.	77099	529-M
BW	LS	ROARK #3	419	8702	ROARK RD.	77099	529-R
BW	LS	SHARPVIEW	339	12103	SHARPVIEW	77072	529-J
BW	LS	STROUD	379	9900	STROUD	77072	529-H
BW	LS	SYNOTT RD. #1	316	7330	SYNOTT RD.	77072	528-L
BW	LS	W.C.I.D. #78	275	4414	BUGLE	77072	529-F
BW	LS	W.C.I.D. #94	277	7120	IMPERIAL POINT	77072	529-L
BW	LS	WESTPARK #3	592	10601.5	WESTPARK DR.	77042	529-D
CB	WWTP	CEDAR BAYOU	244	2804	HUFFMAN EASTGATE	77336	339-G
CB	LS	W.C.I.D. #73	230	11510	F.M. 1960, E.	77336	339-N
CB	LS	SUNNYGLEN DR.	192	24435	SUNNYGLEN DR.	77336	338-Q
CB	LS	GLENGYLE	90	24017	GLENGYLE CT.	77336	338-Q
CB	LS	COVECREST	582	23000 1/2	LAGOON LANE	77336	338-V
CB	LS	FAIRLAKE	580	23504	FAIRLAKE DRIVE	77336	338-R
CB	LS	FIR RIDGE	70	204	FIR RIDGE	77336	338-M
CB	LS	G.A.TROTT'S	604	23815	LOGAN LANE	77065	338-Q
CB	LS	HAPPY HIDEAWAY	605	1709	WILDCAT LN.	77336	338-C
CB	LS	HIDDEN ECHO	578	225	CORDES	77336	298-Y
CB	LS	SCOTTS POINT	462	130 1/2	DEER LAKE	77339	338-L

CB	LS	SHOREWOOD	581	22627 1/2	WEST SHOREWOOD DRIVE	77336	338- V
CB	LS	SPANISH COVE	606	1500	NOGALUS DR.	77532	338- Y
CB	LS	W.C.I.D. #82	234	1621	SHORE SHADOWS	77336	298- Y
CD	LS	LAKE LIVINGSTON DR	622	13846 1/2	LAKE LIVINGSTON DRIVE		377- M
CH	WWTP	CHOCOLATE BAYOU	39	9600	MARTIN LUTHER KING	77048	574- J
CH	LS	AUTUMN GLEN	601	4000	SCHURMIER	77048	573- V
CH	LS	COFFEE	44	7450	COFFEE AVE.	77051	533- V
CH	LS	FOXTON	470	13106	FOXTON	77048	574- Q
CH	LS	SEGREST DR.	481	13550 1/2	SEGREST DR.	77047	573- L
CH	LS	SOUTHRIDGE CROSSING	612	6276 1/2	SHURMIER RD.	77047	574- U
CH	LS	WEBERCREST	625	12515 1/2	WEBERCREST		574- J
CHELFORD CITY	LS	GREENCREST DR.	434	3180	HIGHWAY 6	77082	487- Z
CHELFORD CITY	LS	PANAGARD	298	2525	PANAGARD	77077	488- T
CHELFORD CITY	LS	WEST HOLLOW DR.	297	3335	WEST HOLLOW DR.	77082	488- W
CP	WWTP	CLINTON PARK	40	9030	CLINTON DR.	77029	495- T
CP	LS	MISSISSIPPI	43	245	MISSISSIPPI	77029	495- V
CP	LS	ZACHARY	536	113	ZACHARY	77029	495- U
EH	WWTP	EASTHAVEN	59	8545	SCRANTON	77075	575- G
EH	LS	EASTHAVEN	165	9947	EASTHAVEN BLVD.	77075	575- R
EH	LS	MINNESOTA ST	602	9555.5	MINNESOTA	77075	576- N
EH	LS	SOUTHRIDGE	463	10038	RADIO Rd.	77075	575- R
F#23 (FB)	WWTP	F.W.S.D. #23	83	8219	KELLETT	77028	455- G
F#23 (FB)	LS	BRETSHIRE #2	22	7550	BRETSHIRE	77016	455- A
F#23 (FB)	LS	ANNUNCIATION	435	11300	ANNUNCIATION	77016	415- N
F#23 (FB)	LS	BRETSHIRE #1	78	6920	BRETSHIRE	77016	454- D
F#23 (FB)	WWF	BRETSHIRE	560	6920	BRETSHIRE		454- D
F#23 (FB)	LS	CHATWOOD	34	9345	CHATWOOD	77078	455- H

F#23 (FB)	LS	GREEN RIVER DR.	327	8927	GREEN RIVER DR., N.	77028	455-H
F#23 (FB)	LS	HOMESTEAD (LEEDALE)	461	10939	HOMESTEAD	77016	414-V
F#23 (FB)	LS	HOPPER Rd.	464	5715.5	HOPPER Rd.	77016	414-R
F#23 (FB)	LS	MAPLE LEAF	465	11505	MAPLE RELIEF	77016	414-R
F#23 (FB)	LS	RED GULLY	160	9505	POCHYLA	77078	415-Z
F#23 (FB)	LS	SPOTTSWOOD	555	11200	SPOTTSWOOD	77016	415-P
F#23 (FB)	LS	TAMWORTH	556	10901 1/2	TAMWORTH	77016	415-S
F#23 (FB)	LS	TAUTENHAHN RD.	436	5501 1/2	TAUTENHAHN RD.	77016	414-V
F#23 (FB)	LS	TIDWELL RD. #1	199	7406	TIDWELL	77016	455-A
FOREST C	WWTP	FOREST COVE	565	21951	TRAIL TREE LANE	77339	336-E
FOREST C.	LS	AQUA VISTA	493	972	AQUA VISTA		336-J
FOREST C.	LS	BURNING TREE	489	1000 1/2	BURNING TREE		336-J
FOREST C.	LS	CYPRESS LN.	495	1307	CYPRESS LN.		336-F
FOREST C.	LS	FOREST COVE DR. #1	490	226	FOREST COVE DR.		336-K
FOREST C.	LS	FOREST COVE DR. #2	491	510	FOREST COVE DR.		336-K
FOREST C.	LS	GOLDEN BEAR LN	488	914	GOLDEN BEAR LN		336-A
FOREST C.	LS	KINGWOOD DR.	494	1717	KINGWOOD DR.		336-B
FOREST C.	LS	MARINA	492	1068	MARINA		336-K
FOREST C.	LS	TRAIL TREE LANE	566	21900	TRAIL TREE LANE		336-E
GR	WWTP	GREENRIDGE	240	6301 #1	FUQUA, W.	77053	571-X
GR	LS	AMY RIDGE RD.	375	16601 1/2	AMY RIDGE RD.	77053	611-C
GR	LS	BOONRIDGE RD.	376	15899	BOONRIDGE RD.	77053	571-Z
GR	LS	CHASEWOOD	303	6983 1/2	CHASEWOOD	77089	570-V
GR	LS	HILLCROFT	377	14501	HILLCROFT, E.	77089	570-V
GR	LS	HIRAM CLARK	378	16599 1/2	HIRAM CLARKE RD	77053	611-D
GR	LS	PINE ISLAND	391	6225	WEST BEND	77085	571-T
GR	LS	POST OAK #1	280	15900	POST OAK RD., S.	77053	611-B

GR	LS	POST OAK #2	308	16500	POST OAK RD., S.	77053	611-C
GR	LS	QUAIL GLEN	422	17134	QUAIL GLEN	77059	610-G
GR	LS	QUAIL VIEW	423	8500	QUAIL VIEW	77089	610-C
GR	LS	WESTBURY	576	15270	HILLCROFT	77089	570-V
HS	WWTP	HOMESTEAD	107	5565	KIRKPATRICK	77028	455-N
HS	LS	E. HOUSTON Rd.	409	8440	ATTWATER	77028	455-Q
HS	UP	U-MESA RD., U.P.	155	5405	MESA RD.	77013	455-U
HS	LS	DOCKAL	54	8300	DOCKAL	77028	455-K
IC	WWTP	INTERCONT. AIRPORT	238	2450	RANKIN	77073	373-H
IC	LS	CHANUTE	456	18550	CHANUTE	77032	373-H
IC	LS	JOHN F. KENNEDY	113	17130	JOHN F. KENNEDY	77032	374-F
IC	LS	GREENVIEW MANOR	389	16146	GREENVIEW	77032	373-M
IC	LS	JFK # 2 (CRCF)	583	16936 1/2	J.F.K. BOULEVARD	77032	374-K
IV	WWTP	IMPERIAL VALLEY	268	15500	COTILLION	77060	373-W
IV	LS	ALDINE BENDER	300	438	ALDINE BENDER	77060	373-V
IV	LS	PLAZA VERDE	396	11811 1/2	N. FREEWAY	77038	372-U
KB	WWTP/CFS	KEEGANS BAYOU	250	9400	WHITE CHAPEL LN.	77074	530-S
KB	LS	BISSONNET #4	474	8620	BISSONNET	77071	530-T
KB	LS	BEECHNUT	12	9213	BEECHNUT	77036	530-J
KB	LS	BELLE PARK #2	322	8003	BELLE PARK DR.	77072	529-K
KB	LS	BELLE PARK #3	348	8647	BELLE PARK DR.	77099	529-P
KB	LS	BISSONNET #1	16	7700	BISSONNET	77074	530-Q
KB	LS	BISSONNET #2	228	8730	BISSONNET	77071	530-T
KB	LS	BROOKLET	306	11126	BROOKLET	77099	529-Y
KB	LS	M.U.D. #123	223	12010	BELLFORT, W.	77099	529-W
KB	LS	ROARK #1	335	11435	ROARK RD.	77077	569-C
KB	LS/CFS	WINDSWEPT LN.	193	9667	WINDSWEPT LN.	77042	490-W

KINGWOOD	WWTP	KINGWOOD CENTRAL	518	3928	KINGWOOD DR.	77339	337- F
KINGWOOD	LS	AG FARM	516	2323 1/2	WOODLAKE LANE		336- G
KINGWOOD	LS	BASSINGHAM	526	4202	BASSINGHAM		297- S
KINGWOOD	LS	BEN'S BRANCH	503	2423	LAKE HOUSTON PKWY		337- B
KINGWOOD	LS	BROOKDALE	527	2807	BROOKDALE		297- S
KINGWOOD	LS	CHESTNUT RIDGE	512	2511	CHESTNUT RIDGE		336- A
KINGWOOD	LS	CLOVER VALLEY	505	3415	CLOVER VALLEY		297- U
KINGWOOD	LS	DEER ESTATES	510	22	DEER RIDGE ESTATES		336- G
KINGWOOD	LS	DEER SPRINGS	513	2230	DEER SPRINGS		337- N
KINGWOOD	LS	ELMWOOD HILL	519	5938	ELMWOOD HILL LANE		338- E
KINGWOOD	LS	FOREST GARDEN	501	1815	FOREST GARDEN		337- C
KINGWOOD	LS	FOREST SHORES	509	2714	ROYAL CIRCLE		336- D
KINGWOOD	LS	GOLF COURSE	521	1300	PINE BEN		337- E
KINGWOOD	LS	KINGWOOD CENTRAL	517	3928	KINGWOOD DR.		337- B
KINGWOOD	LS	KINGWOOD FOREST, NORTH	590	5510	ROCKY TRAIL DR.		297- N
KINGWOOD	LS	LADBROOK	514	2307	LADBROOK		336- B
KINGWOOD	LS	LAKE VILLAGE	508	1802	LAKE VILLAGE		336- C
KINGWOOD	LS	LAKE WILDERNESS	507	1602	LAKE WILDERNESS LANE		338- A
KINGWOOD	LS	PINE PRAIRIE	523	5014	PINE PRAIRIE		297- U
KINGWOOD	LS	RIVER	504	1313	LAKE HOUSTON PKWY		337- G
KINGWOOD	LS	RIVERCHASE TRAIL	591	5725	RIVERCHASE TRAIL		297- V
KINGWOOD	LS	RIVERLAWN	524	3326	RIVERLAWN		336- D
KINGWOOD	LS	SHADY MAPLES	525	4911	SHADY MAPLES		297- N
KINGWOOD	LS	STATELY OAKS	506	2302	STATELY OAKS		297- Z
KINGWOOD	LS	STP RETURN	522	4006	KINGWOOD DR.		337- B
KINGWOOD	LS	TRAIL RIVER	520	2100	TRAIL RIVER		337- D
KINGWOOD	LS	TRAILWOOD	515	2451	TRAILWOOD VILLAGE		336- C

KINGWOOD	LS	WOODLAND GROVE	511	1966	BROOKSHADOW		296-Y
KINGWOOD	LS	WOODLAND RIDGE	502	2603	WOODLAND RIDGE		297-X
KINGWOOD	LS	WOODSTREAM	528	4923	WOODSTREAM		297-O
KINGWOOD	LS	ROYAL SHORES	616	1102 1/2	SOUTH ROYAL POINT DRIVE		338-B
KINGWOOD	WWTP	WEST LAKE HOUSTON	627	16880 1/2	WEST LAKE HOUSTON PARKWAY	77346	377-G
M #203	WWTP	M.U.D. #203	243	1215	GEARS RD.	77067	372-P
M #203	LS	GREENS CROSSING #1	254	950	GREENS PARKWAY	77038	372-T
M #203	LS	GREENS CROSSING #2	255	1430	GREENS PARKWAY	77038	372-S
M #203	LS	GREENS CROSSING #3	257	29584	GEARS	77067	372-Q
M #203	LS	GREENS LANDING #1	262	342	WEST RD.	77038	412-C
M #203	LS	GREENS LANDING #2	263	634	WEST RD.	77038	412-B
M #48	WWTP	KINGWOOD WEST	451	5900	SORTERS RD.	77365	295-V
M #48	LS	CRESCENT SPRINGS	453	19001	CRESCENT SPRINGS		336-A
M #48	LS	KINGWOOD PLACE SOUTH	455	200	SORTERS Rd.		335-H
M #48	LS	M.U.D. #58	452	22405	LOOP 494		296-W
M #48	LS	NORTH PARK	454	22405	LOOP #494 & NORTHPARK		296-S
MC	WWTP	METRO CENTRAL	397	12815	GALVESTON RD.	77062	617-C
MC	LS	HORSEPEN GULLEY	448	12875	GALVESTON RD.	77546	617-C
MC	LS	BAYFIELD UD LS	402	495	EI TORO	77598	618-S
MC	LS	GULFWAY UD LS	403	14026	HIGHWAY 3	77062	617-H
MC	LS	M.U.D. #67	404	15503	GULF FREEWAY	77034	617-A
MUD #25	SWPS	N.W.H.C.M.U.D. #25	484	10704	LITTLE YORK, W.	77041	409-U
MUD #25	LS	N.W.H.C.M.U.D. #25	483	10702	LITTLE YORK, W.	77041	409-U
N/A	SC/LS	SOUTH SERVICE CENTER	985	7440	CULLEN	77051	533-L
NB	LS	NORTHBOROUGH DR. #1	425	12880	NORTHBOROUGH DR.	77090	372-L
NB	LS	NORTHBOROUGH DR. #2	426	13100	NORTHBOROUGH DR.	77090	372-L
NB	LS	RANKIN ROAD	427	750	RANKIN RD., W.	77067	372-F

NE	WWTP	NORTHEAST	146	655	MAXEY ROAD	77013	496-C
NE	LS	GREENS BAYOU	96	12872	GREENS BAYOU	77015	496-H
NE	LS	NORTH SHORE	222	13093 1/2	NORTH SHORE #2	77015	497-E
NE	LS	WESTMONT	210	802 1/2	WESTMONT	77015	496-H
NE	LS	MAXEY RD.	411	909	MAXEY RD.	77015	496-G
NE	LS	EAST TEN PARK	449	275	GELLHORN	77029	495-C
NE	LS	TASFIELD	615	3315	LITTLE YORK	77093	414-T
NE	LS	MESA DR.	261	3875 1/2	MESA DR.	77013	455-U
NE	LS	MYRTLE STREET	614	255	MYRTLE STREET	77009	493-G
NE	LS	BANNER ROAD	221	4072 1/2	BANNER	77013	455-Y
NE	LS	BEAVER DRIVE	41	3650 1/2	BEAVER DR.	77029	455-X
NE	LS	GREEN DOLPHIN	95	12870	GREEN DOLPHIN	77013	456-Y
NE	LS	HUNTER WOOD M.U.D.	482	6230	S. LAKE HOUSTON PKWY	77339	456-R
NE	LS	LEAR	119	900	LEAR DRIVE	77013	496-H
NE	LS	MARKET ST. #2	384	13400	MARKET	77506	497-J
NE	LS	MC CARTY #2	357	3925 1/2	MC CARTY, N.	77013	455-Y
NE	LS	SONGWOOD	457	1900	JOHN ALBERT	77029	496-F
NE	LS	WOOD FOREST	535	12507	WOOD FOREST	77015	496-D
NE	CFS	BURRESS ODOR CONTROL ST.	563	808	BURRESS, E.		453-E
NG	WWTP	NORTHGATE	270	303	E NORTH BELT	77060	373-N
NG	LS	BRIARWILLOW	360	725	BRIARWILLOW	77060	373-N
NG	LS	NORTH BELT	315	555	NORTH BELT, EAST	77060	373-S
NS-IA	LS	LONGWOODS LN.	328	314 1/2	LONGWOODS LN.	77024	491-E
NS-IA	LS	AFTON VILLAGE	3	1100	ANTOINE	77055	491-B
NS-IA	LS	CURLING	191	8515	CURLING	77055	450-V
NS-IA	LS	FARTHER POINT	109	23	FARTHER POINT	77024	491-F
NS-IA	LS	PORTWEST DR.	370	6867	PORTWEST DR.	77007	492-A

NS-IA	LS	SADDLEBROOK	170	10040	MEMORIAL DR.	77024	491-B
NS-IA	LS	SHIRKMERE	589	815	SHIRKMERE	77008	492-B
NS-IA	LS	STABLEWOOD	127	8855	HARNESS CREEK LN.	77056	491-H
NS-IA	LS	TRANSTAR	531	6922	OLD KATY RD.	77007	492-A
NS-IB	LS/CFS	MARKET ST. #1	131	7909 1/2	MARKET ST.	77029	495-F
NS-IB	LS	MAGNOLIA (HEDRICK)	129	1707	HEDRICK	77012	495-S
NS-IB	UP	U-NECHES, UP	467	3500	KELLEY	77093	454-N
NS-IB	UP	U-JENSEN DRIVE #2, UP	112	6514	JENSEN DRIVE	77026	454-N
NS-IB	LS	CHERRY STREET	35	5016	CHERRY	77026	454-S
NS-IB	LS	DAUGHERTY	157	1808	DAUGHERTY	77029	495-N
NS-IB	LS	DORSETT SLG TRANSFER	138	7909 1/2	MARKET ST.	77029	495-F
NS-IB	LS	HALL PARK #1	529	4210	LANGLEY	77016	414-Y
NS-IB	LS	HALL PARK #2	530	10500	PEACH	77016	414-Y
NS-IB	LS	MC CARTY #1	369	243	MC CARTY	77029	495-B
NS-IB	LS/CFS	PARKER RD.	542	2606	PARKER RD.	77016	414-W
NS-IB	LS	WILLIE	80	10440	WILLIE	77016	414-X
NS-II	WWTP	69TH STREET	400	2525	MACARIO GARCIA	77011	494-R
NS-II	LS	CLINTON DRIVE #2	399	4309	CLINTON DR.	77020	494-K
NS-II	SLG	69TH STREET	401	2525	MACARIO GARCIA		494-R
NS-II	LS	LOCKWOOD	125	698	LOCKWOOD	77020	494-Q
NS-II	LS	BUCKINGHAM (FRIAR TUCK)	28	314 1/2	FRIAR TUCK LN., E.	77024	491-G
NS-II	LS	ASBURY	7	204	ASBURY	77007	492-L
NS-II	UP	U-ALLEN PARKWAY #1, UP	4	2402	ALLEN PARKWAY	77002	493-J
NS-II	UP	U-ALLEN PARKWAY #2, UP	367	3100	ALLEN PARKWAY	77019	492-M
NS-II	UP	U-KELLY STREET, UP	352	1802	E. NORTH LOOP	77022	453-V
NS-II	UP	U-JENSEN DRIVE #1, UP	111	1700	JENSEN DRIVE	77020	494-E
NS-II	UP	U-CROSSTIMBERS, UP	392	7506 1/2	HARDY, E.	77093	453-M

NS-II	LS	5TH STREET	220	212	5TH ST., W.	77007	492-D
NS-II	LS	BAYOU PLACE	569	600	BAGBY	77002	493-L
NS-II	LS	BAYOU TIMBER	10	5100 1/2	BAYOU TIMBER LN.	77056	491-G
NS-II	LS	BENBROOK	105	819	BENBROOK	77076	413-U
NS-II	LS	BLUE BELL	472	501	BLUE BELL	77037	412-H
NS-II	LS	CANINO RD., W.	353	101	CANINO RD., W.	77076	413-S
NS-II	LS	COTTAGE GROVE	543	5210	KIAM	77007	492-C
NS-II	LS	CRESTWOOD	48	25	CRESTWOOD	77007	492-K
NS-II	LS	DURHAM	56	734	DURHAM DR.	77007	492-C
NS-II	LS	FRAWLEY	334	1100	FRAWLEY	77099	453-Z
NS-II	LS	HEIGHTS	544	248	HEIGHTS	77007	493-E
NS-II	LS	IROQUOIS	284	12903	IROQUOIS	77037	413-Q
NS-II	LS	JANISCH RD.	203	342	JANISCH RD., E.	77022	453-E
NS-II	LS	JOHN ALBER RD.	354	621	JOHN ALBER RD.	77037	413-T
NS-II	LS	KNOX	116	8200	KNOX	77088	412-P
NS-II	LS	MELROSE PARK	609	1207	MESA VILLAGE DR.	77037	413-Q
NS-II	LS	MITCHELL	473	602	MITCHELL	77037	412-R
NS-II	WWF	NORTHSIDE	567	100	JAPHET		494-L
NS-II	LS	PARKER	151	2007	PARKER	77007	492-H
NS-II	LS	RANDOLPH	159	820	RANDOLPH	77088	412-Q
NS-II	LS	RUNNELS ST	603	2014 1/2	RUNNELS STREET	77003	493-M
NS-II	LS	SHEPHERD, N.	344	600	SHEPHERD, N.	77007	492-D
NS-II	LS	STUEMONT ADDITION	289	611 1/2	WENDEL	77009	493-B
NS-II	LS	TEXAS	198	3502	TEXAS	77023	494-S
NS-II	LS	THRELKELD	408	503	THRELKELD	77007	493-A
NS-II	LS	WOODWAY #1	153	4750	WOODWAY	77056	491-M
NS-II	LS	VELASCO	620	801 1/2	VELASCO, N.		494-J

NS-II	LS	WALDEN PLACE	387	855	CANINO RD.	77076	413-U
NS-II	LS	BONNER	538	1516 1/2	BONNER	77007	492-H
NT	WWTP	NORTH BELT	252	14506	SMITH	77396	375-Y
NT	LS	IAH TERMINAL	584	4211	WILL PARKWAY CLAYTON	77032	374-D
NT	LS	WILL CLAYTON	480	18095	LEE RD.	77396	375-A
NT	LS	HEATHER RIDGE	290	6130	ROCKY NOOK	77396	375-J
NT	LS	BORDERSVILLE	533	19409	SEARS	77338	335-S
NT	LS	INTERWOOD M.U.D.	251	4150	ALDINE BENDER	77032	374-Y
NT	LS	M.U.D. #266	407	15021	CROSSWINDS	77032	374-U
NT	LS	VICKERY	358	15479	VICKERY	77032	374-U
NW	WWTP/CFS	NORTHWEST	145	5423	MANGUM	77091	451-C
NW	LS/CFS	CHERRY OAK	235	4142	CHERRY OAK CIRCLE	77088	411-U
NW	LS/CFS	FWSD #028 (HEMPSTEAD)	52	12001	SOWDEN	77040	451-J
NW	LS	GULF BANK RD. #1	351	5400	GULF BANK RD., W.	77088	411-Q
NW	LS	STREAMSIDE	626	7659	STREAMSIDE DRIVE	77088	411-Q
NW	LS/CFS	DOLLYWRIGHT	311	1825 1/2	DOLLYWRIGHT	77088	412-S
NW	LS	FERGUSON WAY	69	2103	FERGUSON WAY	77088	412-N
NW	LS	GULF BANK RD. #2	442	3750	GULF BANK RD., W.	77088	411-P
NW	LS	HEMPSTEAD RD. #2	439	14926 1/2	HEMPSTEAD RD.	77040	410-S
NW	LS	HOLLISTER	371	5901 1/2	HOLLISTER	77040	450-D
NW	LS	LANG	118	4401	LANG	77092	451-J
NW	LS	LANGFIELD RD.	381	4998 1/2	LANGFIELD RD.	77040	450-H
NW	LS	N. HOUSTON-ROSSLYN	124	9326	HOUSTON-ROSSLYN, N.	77088	411-N
NW	LS	NORTHCOURT	554	8175	NORTHCOURT	77025	410-Y
NW	LS	PINEMONT	224	4600	PINEMONT	77092	451-H
NW	LS	SCENIC GREEN	428	8406	SCENIC GREEN DR.	77088	411-R
NW	LS	WINDFERN	386	6350	WINDFERN Rd.	77040	410-X

NW	CFS	11TH STREET	63	2100	11TH, W.		452-Y
NW	CFS	YALE ST. ODOR CONTROL	564	5200	YALE ST.		452-H
NW	LS	NORTHBOROUGH DR. #3	619	13131	NORTH FREEWAY	77060	372-L
PARK TEN	WWTP	PARK TEN	245	16500	PARK ROW	77084	447-Y
PARK TEN	LS	PARK TEN #1	264	5350	PARK ROW	77084	448-W
PARK TEN	LS	PARK TEN #2	265	1622	BARKER CYPRESS	77084	447-W
SB	WWTP	SIMS BAYOU-SOUTH	283	3005	GALVESTON RD.	77017	535-L
SB	WWTP	SIMS BAYOU	183	9500	LAWNDALE	77017	535-H
SB	LS	CENTRAL	183	9500	LAWNDALE	77017	535-H
SB	SLG	SIMS BAYOU	182	9570 1/2	LAWNDALE		535-H
SB	LS	GULF FREEWAY #2	98	8209	GULF FREEWAY	77061	535-T
SB	LS	GOODYEAR	356	9850 1/2	GOODYEAR	77017	535-H
SB	WWLS	BELMONT	559	5901	CONLEY		533-M
SB	LS	BROCK	26	3510	BROCK	77021	534-G
SB	WWLS/CFS	SCOTT #1	172	3100	SCOTT	77004	493-Z
SB	LS	PLUM CREEK	156	8307	SOUTH LOOP, E.	77012	535-F
SB	UP	U-GULF FREEWAY #1, UP	64	4401 1/2	GULF FREEWAY	77023	494-W
SB	UP	U-GALVESTON ROAD, UP	85	5005	GALVESTON	77017	535-V
SB	LS	BEEKMAN	133	5105	BEEKMAN	77087	534-K
SB	LS	BELVEDERE	444	4925 1/2	BELVEDERE	77021	534-E
SB	LS	BERKLEY	272	2518	BERKLEY	77017	535-E
SB	LS	CYPRESS	355	8500	CYPRESS	77012	535-B
SB	LS/CFS	EDDINGTON	459	1425	EDDINGTON	77011	494-X
SB	LS	EPPES	365	6949	EPPES	77087	534-R
SB	LS	FAIRWAY	92	7342	FAIRWAY	77087	534-R
SB	LS	FINDLAY	150	8542	FINDLAY	77017	535-K
SB	LS/CFS	GARDEN VILLAS	86	7375	SIMS	77087	534-Z

SB	LS	GRAND	94	6333	GRAND BLVD.	77021	533-F
SB	LS	HOWARD (SE) SLG TRANSFER	100	8513 1/2	HOWARD		535-R
SB	LS	KELLOGG (HARRISBURG)	103	502	KELLOGG	77087	535-A
SB	UP	LAWNDALE	608	9701	LAWNDALE ST		536-F
SB	LS	LYDIA	187	3512	LYDIA	77051	533-P
SB	LS	MAC GREGOR WAY, N. #2	458	3030	MAC GREGOR WAY, N.	77021	533-G
SB	LS	MAC GREGOR WAY, N. #3	186	4377 1/2	FACULTY LANE	77021	534-E
SB	LS	MYKAWA	345	8400	MYKAWA	77048	574-Z
SB	WWLS	OAK MEADOWS (SIMS AREA)	568	1200	OAK MEADOWS	77017	536-N
SB	LS	PEERLESS	152	6929	PEERLESS	77021	533-K
SB	LS	REVEILLE	169	4901	REVEILLE	77087	535-S
SB	LS	SCOTT #2	173	8123 1/2	SCOTT	77033	533-V
SB	WWF	SCOTT AREA	540	4728	STARWAY		534-B
SB	LS	SOUTH RICHEY	374	3229 1/2	RICHEY, S.	77017	536-S
SB	LS	TELEPHONE RD. #1	11	3545	TELEPHONE RD.	77023	534-G
SB	LS	WEST COURT DR.	207	2	WEST COURT DR.	77017	535-L
SB	LS	WHEELER	212	3537	WHEELER	77004	533-D
SB	LS	WINGTIP	215	9555	WINGTIP	77075	575-K
SB	PS	BELMONT FORCE MAIN	561	4470	N. MACGREGOR		534-E
SE	WWTP	SOUTHEAST	189	9610	KINGSPOINT	77089	576-W
SE	LS	DURHAM PARK	600	10934	KESS WAY	77075	575-Y
SE	LS/CFS	BALLENTINE	532	10590	BALLENTINE	77061	575-T
SE	LS	KINGSPOINT	117	10801	KINGSPOINT	77075	576-P
SE	LS	SWEETWATER POINT	596	11217	HALL RD.	77089	575-W
SE	LS	TELEAN	478	6840	TELEAN	77075	574-R
SE	LS	TORRINGTON LN.	166	10123	TORRINGTON LN.	77075	576-N
SE	LS	EL TESORO	610	6102 1/2	EL ORO DRIVE	77048	574-K

SE	LS	SCARSDALE BLVD	623	13251 1/2	SCARSDALE BLVD		577-S
SM	WWTP	SAGEMONT	171	11700	SAGEARBOR	77089	576-Z
SM	LS	HIGHLAND MEADOW	443	11901	HIGHLAND MEADOW	77089	616-C
SM	LS	SCARSDALE	336	12501	SCARSDALE	77089	616-D
SW	WWTP	SOUTHWEST	190	4211	BEECHNUT	77096	531-P
SW	LS/CFS	GULFTON	99	5905	GULFTON	77081	531-B
SW	LS	WESTHEIMER #1	209	5882	WESTHEIMER	77056	491-T
SW	LS/CFS	CHIMNEY ROCK #2	53	11677	CHIMNEY ROCK	77035	571-B
SW	LS	BINTLIFF	15	6810	BINTLIFF	77074	530-H
SW	LS	BERING DR.	14	1801	BERING DRIVE	77057	491-T
SW	LS/CFS	SAN FELIPE	140	5910	SAN FELIPE	77057	491-N
SW	LS	FONDREN #2	77	10900	FONDREN	77096	530-Z
SW	LS	CHIMNEY ROCK #1	25	352 1/2	CHIMNEY ROCK	77056	491-F
SW	LS	KIRBY DRIVE #2	350	7552	KIRBY	77030	532-L
SW	LS	W.C.I.D. #051	226	4900	GALLAGHER	77085	571-R
SW	LS	ALDER	363	7275 1/2	ALDER	77401	531-K
SW	LS	AYRESHIRE	388	3715	BRAESWOOD, N.	77025	532-J
SW	LS	BELLFORT, W. #2	332	9105	RUFFINO	77031	570-A
SW	LS	BELLFORT, W. #3	307	9817	BELLFORT, W.	77031	569-D
SW	LS	BRADFORD	17	3545	BRADFORD	77025	532-F
SW	LS	BRAESWOOD, N.(MEYERLAND)	141	2707	BRAESWOOD, N.	77030	532-L
SW	LS	BRAESWOOD, S. #1	137	5502	BRAESWOOD, S.	77096	531-T
SW	LS	BROMPTON	27	7250	BROMPTON	77025	532-F
SW	LS	CARVEL LANE	31	6913	CARVEL LANE	77074	530-M
SW	LS	CLIFFWOOD	547	11310	CLIFFWOOD	77035	571-D
SW	LS	FONDREN MEADOW	366	8903 1/2	DEER MEADOW DR., N.	77071	570-B
SW	LS	GARDEN, S.(NORTHBROOK)	330	12414 1/2	GARDEN, S.	77071	570-F

SW	LS	GREENWILLOW	574	9915	GREENWILLOW	77035	531-V
SW	LS	LINKWOOD	123	3623 1/2	LINKWOOD	77025	532-P
SW	LS	MAIN ST., S.	115	9000 1/2	MAIN, S.	77054	532-Q
SW	LS	MILLBANKS	329	12564	MILLBANKS	77071	570-E
SW	LS	RIDING	167	10840 1/2	CRAIGHEAD DR.	77025	532-W
SW	LS	ROYALTON	364	6198 1/2	ROYALTON	77081	531-B
SW	LS	STELLALINK	575	8826 1/2	STELLALINK	77025	532-N
SW	LS/CFS	WESTPARK #1	208	4307	WESTPARK DR.	77027	491-Z
SW	LS	WESTRIDGE	346	2417	WESTRIDGE	77054	532-Q
SW	LS	W. FONDREN PLACE	573	8903 1/2	DEER MEADOW	77071	570-B
SW	LS	WILLOW MEADOW	18	8623 1/2	WILLOW MEADOW	77031	530-X
SW	LS/CFS	WILLOWBEND	213	6331	WILLOWBEND BLVD.	77096	530-Z
SW	LS	TREEWATER	618	7321	TREEWATER	77072	528-M
SW	LS	RIDGEROE LANE	613	15926	RIDGEROE LANE	77053	611-D
SW	CFS	REVERE	551	3100	REVERE AT W.		492-L
SW	LS	SOUTH KIRKWOOD	617	4418	SOUTH KIRKWOOD	77072	529-E
TIDWELL T	WWTP	TIDWELL TIMBERS	498	10545	TIDWELL RD.	77078	456-B
TIDWELL T.	LS	TIDWELL TIMBERS	499	10546	TIDWELL RD.		456-B
TK	WWTP	TURKEY CREEK	201	1147	ENCLAVE PARKWAY	77079	488-G
TK	LS/CFS	KIRKWOOD #3	340	1235	KIRKWOOD DR., S.	77077	489-J
TK	LS	FLEETWOOD	416	15702	FOXGATE	77079	488-B
TK	LS	MEMORIAL DR. #5	415	15350	MEMORIAL DR.	77079	488-B
TK	LS	BRIAR FOREST	479	13031	BRIAR PATCH	77077	488-L
TK	LS	DAIRY ASHFORD RD. #1	347	1318	DAIRY ASHFORD RD.	77077	488-M
TK	LS	ELDRIDGE, N.	445	609	ELDRIDGE RD., N.	77079	488-G
TK	LS	GRISBY STREET	417	14834	GRISBY	77079	488-A
TK	LS	HARVEST MOON	236	709	HARVEST MOON LANE	77077	488-M

TK	LS	LAKES PARKWAY #1	OF	468	13955	BARNHART	77077	488-K
TK	LS	LAKES PARKWAY #2	OF	597	2415	LEATON	77077	488-T
TK	LS	M.U.D. #107		395	13702	TRAILVILLE DR.	77079	488-F
TK	LS	M.U.D. #175-1		281	1090	ENCLAVE PARKWAY	77079	488-F
TK	LS	M.U.D. #175-2		282	840	HWY 6 SOUTH	77079	488-E
TK	LS	M.U.D. #90		405	2082	GENTRYSIDE	77077	488-U
TK	LS	OLD STONE TRAIL		176	15531	OLD STONE TRAIL	77079	488-F
TK	LS	PARKWAY PLAZA		249	13355	RINCON	77077	488-U
TK	LS	PIPING ROCK		295	13910	PIPING ROCK	77082	488-T
TK	LS	TANYA CIRCLE		177	15726	TANYA CIRCLE	77079	488-E
UB	WWTP	UPPER BRAYS BAYOU		286	13525	OLD WESTHEIMER	77082	529-A
UB	LS	GESSNER #2		88	1017	GESSNER, S.	77042	490-N
UB	LS	ALIEF CENTRAL		545	12950 A	SKYMEADOW DR.	77082	488-Y
UB	LS	DAIRY ASHFORD RD. #4		430	3600	DAIRY ASHFORD RD.	77082	528-D
UB	LS	DAIRY ASHFORD RD. #5		432	3303	DAIRY ASHFORD RD., N.	77082	488-Z
UB	LS&CFS	ELDRIDGE PARKWAY		593	3840	ELDRIDGE PARKWAY S.	77083	528-B
UB	LS	GESSNER #1		197	118	GESSNER	77024	490-J
UB	LS	HUDSON CT		108	9100	BRIAR FOREST	77024	490-P
UB	LS	SHADOW LAKES		570	3225	SHADOW BRIAR DR.	77082	488-Z
UB	LS	SYNOTT RD. #2		429	3800	SYNOTT RD.	77082	528-C
UB	LS	VOSS (Hammersmith) #2		101	2234	VOSS, S.	77057	490-V
UB	LS	WHITTINGTON DR.		433	12951	WHITTINGTON DR.	77077	488-Q
UB	LS/CFS	WOODWAY #2		33	7700	WOODWAY DR	77063	490-R
W #111(WJ)	WWTP	W.C.I.D. #111		279	10601	HUNTINGTON POINT	77099	528-Y
W #111(WJ)	LS	COOK (BROOKFIELD) RD		598	8701	COOK RD.	77099	529-N
W #47(WC)	WWTP	W.C.I.D. #47		225	7410	GALVESTON	77034	576-F
W #47(WC)	LS	GENOA		477	9900	KOENIG	77034	576-R

W #47(WC)	LS	GILPIN	313	300	GILPIN	77034	576-F
W #47(WC)	LS	GULF PALMS	476	11614 1/2	DUMA	77034	576-L
W #47(WC)	LS	SOUTH POINT	205	10385	GULF PALMS	77034	576-Q
W #47(WC)	LS	THETA	196	2326	THETA	77034	576-E
W.C.I.D. #76	WWTP	W.C.I.D. #76	485	13535	RIVER TRAIL DR.	77396	415-A
W.C.I.D. #76	LS	RIVERWOOD ESTATES #1	496	12425	FRAZIER RIVER DR.	77050	415-E
W.C.I.D. #76	LS	RIVERWOOD ESTATES #2	497	6901	LAKEMONT DR.	77050	415-E
WB	WWTP	WILLOWBROOK	469	7101	W. GREENS RD.	77066	370-K
WB	LS	M.U.D. #159	294	17402	WEST MONTGOMERY RD.	77064	370-J
WD	WWTP	WEST DISTRICT	237	255	ISOLDE	77042	489-L
WD	LS	RANCHO BAUER	539	529 1/2	RANCHO BAUER	77077	489-J
WD	SWF	CONRAD SAUER	571	10150	OLD KATY RD.	77024	490-A
WD	LS	ADDICKS DAM	475	13200	OLD KATY RD.	77079	488-C
WD	LS	BRAYMORE DR.	440	10848 1/2	BRAYMORE DR.	77043	449-L
WD	LS	EMNORA #1	29	9642	EMNORA LN.	77080	450-P
WD	LS	EMNORA #2	65	10662	EMNORA LN.	77043	449-R
WD	LS	LEGEND LANE	121	20	LEGEND LN.	77079	489-M
WD	LS	OLD KATY ROAD	2	12502	OLD KATY RD.	77079	488-D
WD	LS	SHERWOOD OAKS	181	11333	CHATTERTON	77084	449-T
WD	LS	WICKCHESTER	319	11807	WICKCHESTER	77079	449-W
WESTWAY	WWTP	WESTWAY MUD	398	10273	GENARD	77041	450-A
WESTWAY	LS	LARSTON	410	1058	LUMPKIN	77043	449-Z
WESTWAY	LS	WESTWAY UD	406	4650	BRITTMORE	77043	449-G
WILLOW B	LS	M.U.D. #237	299	8225	F.M. 1960 W.	77064	370-J
WILLOW B	LS	WILLOW CHASE M.U.D.	385	8350	F.M. 1960 W.	77064	370-J
WILLOW R	WWTP	WILLOW RUN	585	18181/2	MOSHER LN	77088	412-K
WILLOW R	LS	RUTHERFORD LN	586	8814	RUTHERFORD LN	77088	412-K

WILLOW R	LS	GRENSHAW ST	587	878	GRENSHAW ST	77088	412-Q
WILLOW R	LS	W. MOUNT HOUSTON RD	588	1819	W. MOUNT HOUSTON RD	77088	412-K
WO	WWTP	WHITE OAKS	274	7103	GULF BANK RD., W.	77088	411-N
WO	LS	JADEWOOD	324	7205	JADEWOOD	77088	411-P
WO	LS	WOODSMAN TRAIL	258	7027	WOODSMAN TRAIL	77092	411-N

DRINKING WATER FACILITIES

Service Area	Facility Type	Facility Name	Facility #	Facility Address	Zip Code	Key Map
NE	RP	Acres Homes Plant	001	1810 Dolly Wright	77088	412 S
NE	RP	Acres Homes II Plant	001	1820 Dolly Wright	77088	412 S
NW	RP	Bellaire Braes Plant	002	12423 Bellaire Blvd	77072	528 H
NE	GW	Belleau Woods Plant	016	3422 White Deer Lane	77339	530 R
NE	GW	Braeswood Plant	018	9100 Bob White	77474	336 Q
NW	GW	Braes U/D Plant	125	3710 Eldridge	77082	528 B
NW	GW	Brookfield Plant	069	9007 Dairy View	77099	529 S
NE	GW	Central Plant	003	107 Sabine	77007	493 K
SW	GW	Chasewood Plant	090	7650 Chasewood	77489	570 V
NE	GW	District - 73 #1 Plant	050	24120 E. Lake Houston	77336	338 L
NE	GW	District - 73 #2 Plant	099	306 Blue Tail	77336	338 L
NE	GW	District - 203 Plant	127	1304 Grears Road	77067	372 P
NW	GW	District - 93-1 Plant	053	7311 Antoine	77088	411 U
NW	GW	District - 175 Plant	129	1206 Arrow Hill	77077	488 F
NW	GW	District - 98 Plant	120	2635 West Hollow	77082	488 S
NW	GW	District - 51 #2 Plant	057	4000 Wilcrest	77072	529 C
NE	GW	District - 159 Plant	132	16838 Tomball Parkway	77369	370 K
NW	GW	District - 15 Plant	121	7018 Log Hollow	77040	411 J
NE	E/T	District - 42 #2 Plant	087	7501 Langley Road	77016	415 W
NW	GW	District - 223 Plant	126	13301 Sand Bridge	77077	488 L
SW	GW	District - 158 Plant	113	13402 Bellaire Blvd	77083	528 G
SW	GW	District - 123 Plant	084	10003 Kirkwood	77099	529 S
NE	GW	District - 254 Plant	131	13685 Breton Ridge	77470	370 E
NW	GW	District - 21 Plant	094	14322 Grisby	77079	488 B
SE	GW	District - 54 Plant	047	8108 Richmond	77063	490 Z
SW	GW	District - 218 Plant	106	12705 Brant Rock	77082	528 D
SW	GW	District - 139 Plant	104	10097 SW Freeway	77074	529 Z
NE	GW	District - 237 Plant	133	8755 Mills Road	77064	370 J
NE	GW	District - 266 Plant	138	4950 Aero Park	77332	374 D
SW	GW	District - 71 Plant	074	1610 Hayes Road	77077	489 P
SW	GW	District - 184 Plant	085	10518 Beechnut	77072	529 L
SW	GW	District - 90 #2 Plant	082	11607 Herald Square	77099	529 P
SW	GW	District - 111 #2 Plant	083	10301 Sun City Court	77099	528 V
SE	GW	District - 142 Plant	124	1455 Bay Brook Square	77058	617 Z
NW	GW	Enclave #2 Plant	137	13135 Forkland	77077	488 L
SW	GW	Glenshire #1 Plant	059	12002 North Kensington	77031	569 D
SE	GW	Gulfway #1 Plant	141	15004 McConn	77598	617 R
SE	GW	Gulfway #2 Plant	142	14996 McConn	77598	617 R
NE	GW	Heights Plant	004	449 West 19th. Street	77008	452 V

NE	GW	IAH #1 Plant	014	3102 McKaughan	77032	374 A
NE	GW	IAH #2 Plant	098	4304 Will Clayton Pkwy	77032	374 B
NE	GW	Hunterwood Plant	149	6435 Turtlewood	77049	456 R
NW	GW	Jersey Village Plant	077	7207 Fairview	77041	409 N
NW	GW	Katy Addicks Plant	005	11500 Old Katy Road	77043	489 B
NW	RP	Katy Repump Plant	98	1456 Brittmoore	77043	449 U
NE	GW	Interwood Plant	130	4631 Aldine Bender	77032	374 Y
NE	GW	Northeast Plant	006	3400 Staples	77026	494 B
NE	GW	Plantation Hills Plant	078	26902 Plantation Hills	77535	299 W
NW	E/T	Park Ten West E/T	107	1300 Langham Creek	77084	447 Y
NW	E/T	Park Ten East E/T	106	1300 Langham Creek	77084	447 Y
NW	GW	Park Ten Central Plant	128	1300 Langham Creek	77084	447 Y
SW	GW	Parkglen West Plant	066	10630 South Kirkwood	77099	529 W
SW	GW	Parkglen #1 Plant	033	10923 Standcliff	77099	
NW	GW	Rosewood Plant	108	12844 Westheimer	77077	488 U
SW	GW	Ridgemont Plant	089	15089 Ridgeroe	77053	611 D
NW	RP	Spring Branch Plant	011	9400 Kempwood	77080	450 L
SW	GW	Sharpstown #1 Plant	023	6910 Bintliff	77081	530 H
SW	RP	Southwest Plant	010	4410 Westpark	77082	491 Z
SW	RP	Sims Bayou Plant	008	13840 Croquet	77085	571 P
NW	GW	Willowchase Plant	134	13135 Misty Willow	77070	369 H
NW	GW	West Houston #3 Plant	111	14925 South Richmond	77082	487 Z
NE	GW	Moonshine Hills Plant	016	19000 Moonshine Loop	77338	336 T
SW	GW	Meyerland Plant	117	9020 South Rice	77096	531 U
SW	GW	Westbury #2 Plant	103WL3	10602 1/2 Braewick	77496	530 Z
NE	WS	Acres Homes #1	001WL1	1210 W. Little York	77088	412-T
NE	WS	Acres Homes #2A	001WL2A	1810 Dolly Wright	77088	412-S
NE	WS	Acres Homes #2B	001WL2B	1810 Dolly Wright	77088	412-S
NE	WS	Acres Homes #2SB	001WL2SB	1810 Dolly Wright	77088	412-S
NE	WS	Acres Homes #3	001WL3	2110 Esther	77088	412-S
NE	WS	Acres Homes #3A	001WL2A	2110 Esther	77088	412-S
NE	WS	Acres Homes #4	001WL4	2300 Ellington	77088	412 N
NE	WS	Acres Homes #5	001WL5	9805 W. Montgomery	77088	412-S
NE	WS	Antipollution #1	997	22615 W. Shorewood	77532	338V
SW	WS	Ashford Point (D-218) #1	106	12705 Brant Rock	77082	528-D
SW	WS	Ashford Point (D-218) #2	106	12930 Ashford Point Dr.	77082	528 C
NW	WS	Barkers North (Mem. W. Mud-2) #3	086WL3	16005 Katy Frwy.	77094	487 C
SW	WS	Bellaire Braes #1	002WL1	12423 Bellaire Blvd.	77072	528-H
SW	WS	Bellaire Braes #2	002WL2	11331 Carvel Ln.	77072	529-K
SW	WS	Bellaire Braes #3	002WL3	11818 Corona Ln.	77072	529-K
SW	WS	Bellaire Braes #4	002WL4	7803 S. Dairy Ashford	77072	528-M
SW	WS	Bellaire Braes #5	002WL5	12885 Carvel Ln.	77072	528-M
SW	WS	Bellaire Braes #6A	002WL6A	8222 S. Dairy Ashford	77072	528M
SW	WS	Bellaire Braes #6B	002WL6B	8222 S. Dairy Ashford	77072	528 M
SW	WS	Bellaire Ind. (D-158) #1	113WL1	13411 Carvel Ln.	77072	528-L
SW	WS	Bellaire Ind. (D-158) #2	113WL2	6303 Pouter Dr.	77083	528-G
SW	WS	Bellaire Ind. (D-158) #3	113WL3	13402 Bellaire Blvd.	77072	528-G
NE	WS	Belleau Woods-2 #2A	016	3422 White Deer Ln.	77338	336 Q
SW	WS	Braeburn West #1	017	10711 Silkwood	77031	530 W
SW	WS	Braeswood #1	018	9100 Bob White	77072	530-R
SW	WS	Brays Village-1 (D-51) #1	044	4325 Baynard	77072	529 G
SW	WS	Brays Village-2 (D-51) #2	057	4000 Wilcrest	77082	571-X
SW	WS	Briar Hills-1 (D-107) #1	135	14441 Briar Hills	77072	488-E
SW	WS	Briar Hills-2 #2 (D-175)	129	1206 Arrow Hill	77072	488-F
SW	WS	Brookfield #1	069	9007 Dairy View Ln.	77072	528-R
SW	WS	Candlelight Oaks (D-112) #2	056	4700 W. Tidwell	77091	451-C

SW	WS	Centerfield #1 (D-254)	131	13685 Breton Ridge		370 E
NE	WS	Central #20	003WL20	901 Sawyer	77007	493-K
NE	WS	Central #21	003WL21	1901 Memorial Dr.	77007	493 K
NW	WS	Chasewood #1 (Greenridge Mud)	090WL1	7650 Chasewood	77489	570-V
NW	WS	Chasewood (Greenridge MUD) #2	090WL2	14800 Hillcroft	77085	570 V
NW	WS	Chasewood #3 (Greenridge Mud)	090WL3	14400 Hillcroft	77085	571-N
SW	WS	Concourse #1 (D-184)	085	10518 Beechnut	77036	529 L
NE	WS	Crosswinds Plaza #1 (D- 266)	138	4950 Aeropark Dr.	77032	374-H
NE	WS	Eastex Oaks-2 #2 (D-58)	022	11022 Bauman	77076	375 W
NE	WS	Eastex Oaks-3 #1 (D-58)	032WL1	7018 North Belt East	77396	375 W
NE	WS	Eastex Oaks-3 (D-58) #2	032WL2	7018 North Belt East	77396	375 W
NE	WS	Eastex Oaks-3 (D-58) #3	032WL3	6806 North Belt East	77396	375 W
NE	WS	Eisenhower Park (Lake Houston) #1	995	13501 Aqueduct	77044	418-A
SW	WS	Enclave (D-90) #1	136	12949 Westella	77077	488-Q
SW	WS	Enclave (D-90) #2	137	13135 Forkland	77077	488-L
	WS	Fleetwood (D-10) #1	093	931 Ivy Wall	77079	
SW	WS	Forum Park (D-139) #1	104	10097 Southwest Frwy.	77074	529-Z
SW	WS	Glenshire-1 #1	059	12002 N. Kensington	77031	469-D
SW	WS	Glenshire-2 #2	091	12402 Lightcliffe	77031	570A
NE	WS	Greens Crossing (D-203) #1		1304 Gears Rd.	77067	372-P
NE	WS	Greens Crossing (D-203) #2	127	1500 Greens Pkwy.	77032	372-P
NE	WS	Heights #6A	004WL6A	441 W. 26th St.	77008	
NE	WS	Heights #7A	004WL7A	801 W. 15th St.	77008	452-Z
NE	WS	Heights #10	004WL10	4219 Tulane	77018	452-M
NE	WS	Heights #11A	004WL11A	134 Norview	77022	452-H
NE	WS	Heights #12	004WL12	5002 Yale	77007	452-H
NE	WS	Heights #13	004WL13	221 W. Hamilton	77076	452-D
NE	WS	Heights #15A	004WL15A	6405 Yale	77076	452-D
NE	WS	Heights #15SB	004WL15S B	6405 Yale	77076	452-D
NE	WS	Heights #16	004WL16	500 W. 21st St.	77076	452-V
NE	WS	Hidden Echo (D-82) #1	078WL1	1340 West Lake	77336	338-C
NE	WS	Hidden Echo (D-82) #2	078WL2	1340 West Lake	77336	338-C
SE	WS	Hobby Airport #1	013	8049 Telephone Rd.	77061	575A
NE	WS	Hunterwood #1	149	6435 Turtle Wood	77072	456-R
SW	WS	Huntington Village-1 (D- 111) #1	060WL1	9603 Cook Rd.	77099	528 V
SW	WS	Huntington Village-2 (D- 111) #2	060WL2	10301 Sun City Crt.	77092	528 V
NE	WS	Intercontinental-1 #1	014WL1	3102 McKaughan	77032	374-A
NE	WS	Intercontinental-1 #2	014WL2	18300 JFK Blvd.	77067	373-B
NE	WS	Intercontinental-2 #3	098	4304 Will Clayton Pkwy.	77032	374-B
NE	WS	Interwood (Interwood MUD) #2	130WL2	4631 Aldine Bender	77032	374 Y
NW	WS	Inwood Forest-1 (D-93) #1	573	7311 Antoine	77088	4119N
NW	WS	Jersey Village #1	007	7207 Fairview	77041	409-P
NW	WS	Jersey Village #2	077	11201 Spencer Rd.	77041	409-N
NW	WS	Jersey Village #3	077	11905 Spencer Rd.	77041	409-P
NW	WS	Jersey Village #4	077	7012 Maynard	77064	409-P
NW	WS	Jersey Village #5	077	13410 Spencer Rd.	77041	408-R
NW	WS	Jersey Village #6	077	13802 Spencer Rd.	77041	

NW	WS	Jersey Village #7	077	6750 Addicks-Satsuma	77084	408-P
NW	WS	Jersey Village #8	077	15531 Spencer Rd.	77041	408-N
NW	WS	Katy Addicks #1	005	11500 Old Katy Rd.	77043	489-B
NW	WS	Katy Addicks #2	005	12210 Old Katy Rd.	77079	488-B
NW	WS	Katy Addicks #3	005	12600 Old Katy Rd.	77079	488-D
NW	WS	Katy Addicks #5	005	13500 Old Katy Rd.		449-T
NW	WS	Katy Addicks #6	005	1800 Sherwood Forest	77043	449-U
NW	WS	Katy Addicks #7	005	10907 Ridgeview	77043	449-O
NW	WS	Katy Addicks #9	005	2821-1/2 Brittmore	77043	449-G
NW	WS	Katy Addicks #10	005	12835 Clay Rd.	77043	448-Y
NW	WS	Katy Addicks #11	005	1100-1/2 N. Eldridge	77077	529-S
SW	WS	Keegans Glen (D-123) #1	084WL1	10003 South Kirkwood	77099	529-S
SW	WS	Keegans Glen (D-123) #2	084WL2	10103 Berrylimb	77099	529-S
SW	WS	Lakeside Place (D-71) #1	074WL1	1610 Hayes Rd.	77077	529-P
SW	WS	Lakeside Place (D-71) #2	074WL2	12220 Whittington Dr.	77077	489-P
SW	WS	Lakeside Place (D-71) #3	074WL3	1610 Hayes Rd.	77077	489-N
NE	WS	Lakewood Heights-1 (D-73) #1	050WL1	24120 E. Lake Houston	77336	489-P
NE	WS	Lakewood Heights-2 (D-73) #3	099WL3	306 Blue Tail	77336	338-R
NW	WS	Lindale Park (USGS) (D-2) #4	585	121 King	77022	338-L
SW	WS	Meyerland-1 (D-59) #1	117WL1	9020 South Rice	77099	531-U
NW	WS	Northborough-2 #2	107WL2	12507 Kuykendahl	77090	372-G
NE	WS	Northeast #4	106WL4	3111 Le Badie	77026	454-S
NE	WS	Northeast #5	106WL5	3600 Kelly	77581	454-S
NE	WS	Northeast #6	106WL6	6501 Tuscon	77026	454-P
NE	WS	Northeast #8	106WL8	3401 Persimmon	77093	454-K
NE	WS	Northeast #9	106WL9	9018 Ramin	77093	454-F
NE	WS	Northeast #11	106WL11	3420 Hitchcock	77093	454-B
NE	WS	Northgate-1 #1	062WL1	11821 Greenspoint	77060	372-V
NE	WS	Northgate-2 #2	100WL2	12540 Hwy 75	77051	372Q
NW	WS	Park Ten Place (Prk 10 MUD) #1	128WL1	1300 Langham Creek	77084	447-Y
NW	WS	Park Ten Place (Prk 10 MUD) #2	128WL2	1300 Langham Creek	77084	447-Y
NW	WS	Park Ten Place (Prk 10 MUD) #3	128WL3	18324 Addicks Levee Dr.	77084	477-W
NW	WS	Park Ten Place (Prk 10 MUD) #4	128WL4	14315 Park Row Blvd.	77079	448-W
SW	WS	Parkglen-1 #1	033WL1	10923 Stancliff	77099	529-X
SW	WS	Parkglen West #1	066WL1	10630 S. Kirkwood	77099	529-X
SW	WS	Parkridge (Braes UD) #1	125WL1	3710 Eldridge	77082	528-B
SW	WS	Parkridge (Braes UD) #2	125WL2	3710 Eldridge	77082	528-B
SW	WS	Parkway Plaza (D-223) #1	126WL1	13300 Sandbridge Dr.	77077	488-L
NE	WS	Plantation Hills #1	XXXWL1	26909 Plantation Hills		299V
NE	WS	Plantation Hills #2	XXXWL2	Wolf Road		299 V
NE	WS	Ridgemont (Blueridge MUD) #1	089WL1	15908 Ridgeroe	77053	611-D
NE	WS	Ridgemont (Blueridge MUD) #2	089WL2	5230 Castle Creek	77489	571-Y
NE	WS	Riverwood Estates (D-76) #1	151WL1	12500 Frazier Dr.	77050	456-B
SW	WS	Rosewood-1 #3	613WL1	12844 Westheimer	77077	488-U
NE	WS	Scenic Woods-1 (D-42) #1	043	7334 Bretshire	77016	455-A
NE	WS	Scenic Woods-2 (D-42)	087	7501 Langley	77016	415-W

		#2 (#3)				
SW	WS	Sharpstown-1 (D-24) #1	023WL1	6910 Bintliff	77074	530-H
SW	WS	Sharpstown-1 (D-24) #3A	023WL3	6910 Bintliff	77074	530-H
SW	WS	Sharpstown-2 (D-24) #4	030WL4	8619 Bellaire Blvd.	77036	530-E
SW	WS	Sims Bayou #1	008WL1	13840 Croquet	77085	571-P
SW	WS	Sims Bayou #2	008WL2	6400 W. Orem	77085	
SW	WS	Sims Bayou #3	008WL3	13825 Blue Ridge	77085	570-M
SW	WS	Sims Bayou #4	008WL4	12445 Hodges	77085	570-L
SW	WS	Southend #10	009WL10	1400 Hermann Dr.	77004	533-A
SW	WS	Southend #13	009WL13	1435 N. MacGregor	77023	533-E
SW	WS	Southpark-4 #5	628	8430 Mykawa	77048	574-C
SW	WS	Southwest #1A	010WL1A	5210 Westpark	77056	491-Y
SW	WS	Southwest #3A	010WL3A	5730 Westpark	77081	491-X
SW	WS	Southwest #3SB	010WL3SB	5730 Westpark	77081	491-X
SW	WS	Southwest #4A	010WL4A	6002 Westpark	77057	491-X
SW	WS	Southwest #5A	010WL5A	6302 Westpark	77057	491-W
SW	WS	Southwest #6A	010WL6A	3975 Hillcroft	77057	530-D
SW	WS	Southwest #8	010WL8	8700 Westpark	77063	530-C
SW	WS	Southwest #9	010WL9	4410 Westpark	77027	491-Z
SW	WS	Southwest #10	010WL10	4426 Southwest Frwy.	77027	530-C
SW	WS	Southwest #11	010WL11	9120 Westpark	77063	530-B
NW	WS	Spring Branch #1SB	011WL1SB	9400 Kempwood	77080	450-K
NW	WS	Spring Branch #2	011WL2	9420 Emnora	77080	450-Q
NW	WS	Spring Branch #3A	011WL3A	9531 Kempwood	77080	450-K
NW	WS	Spring Branch #4	011WL4	4105 Campbell	77080	450-K
NW	WS	Spring Branch #4A	011WL4A	4105 Campbell	77080	450-K
NW	WS	Spring Branch #5	011WL5	9107 Kempwood	77080	450-L
NE	WS	Tidwell Timbers #1	150WL1	10150 Tidwell Rd.	77078	456-A
NW	WS	West Houston-1 #1	110WL1	15306 Westheimer	77082	487-V
NW	WS	West Houston-2 #2	110WL2	2270 Barker Oaks Dr.	77077	487 V
NW	WS	West Houston-3 #3	110WL3	14925 S. Richmond	77082	487-Z
NW	WS	West Lake Park (D-21) #1	094WL1	14322 Grisby	77079	488 A
NW	WS	White Oak #1	064WL1	9702 Deanwood	77040	410 R
NW	WS	Willowbrook Mall (D-159) #1	132WL1	16838 Tomball Pkwy.	77086	370 K
NW	WS	Willowbrook Mall (D-159) #2	132WL2	16838 Tomball Pkwy.	77086	370 K
NW	WS	Willowbrook West (D-237) #1	133WL1	8755 Mills Rd.	77064	370 J
NW	WS	Willowchase Park (Willowchase MUD) #1	134WL1	13135 Misty Willow	77070	369-H
NW	WS	Woodland Trails N. (D-15) #1	121WL1	7018 Log Hollow	77040	411 J

WATER PURIFICATION PLANTS

FACILITY NAME	ADDRESS	LOCATION	ZIP CODE
Southeast Water Purification Plant	3100 Genoa-Red Bluff	Houston, TX	77034
Northeast Water Purification Plant	12121 North Sam Houston Parkway East	Houston, TX	77396
East Water Purification Plant	2300 Federal Road	Houston, TX	77015

END OF DOCUMENT

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **ELECTRICAL MAINTENANCE, REPAIR, AUTOMATION SUPPORT AND TECHNICAL SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and _____ ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

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

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
- * B. SCOPE OF SERVICES
- *BB. LIST OF FACILITIES
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- *H. FEES AND COSTS
- *I. PAY OR PLAY PROGRAM
- *J PERFORMANCE BOND
- *K MAINTENANCE BOND

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

3.0 PARTS INCORPORATED

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

4.0 CONTROLLING PARTS

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

5.0 DEFINITIONS

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

6.0 SIGNATURES

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

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB".

2.0 RELEASE

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

3.0 INDEMNIFICATION

- 3.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.1 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
 - 3.1.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
 - 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
 - 3.1.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 INDEMNIFICATION PROCEDURES

- 4.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.1 a description of the indemnification event in reasonable detail, and
 - 4.1.2 the basis on which indemnification may be due and
 - 4.1.3 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 Defense of Claims
- 4.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
 - 4.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 INSURANCE

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
 - 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
 - 5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy
Aggregate Limits are per 12-month policy period unless otherwise indicated

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

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

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

6.0 WARRANTIES

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

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

- 6.2.1 that all items are free of defects in title, material, and workmanship,
- 6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 6.2.3 that each replacement item is new in accordance with original equipment 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
- 6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

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

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

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

9.0 MWBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least

11% 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.

- 9.2 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.

10.0 DRUG ABUSE DETECTION AND DETERRENCE

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

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance

with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

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

13.0 CONTRACTOR'S PERFORMANCE

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

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

15.0 PERFORMANCE BOND

- 15.1 The Contractor shall furnish and maintain a performance bond in the amount of **100% of the annual contract cost, renewable annually**, which will be for a period not to exceed one year. If the City exercises its option to extend the agreement beyond the initial term of three years and the Contractor mutually agrees, the Contractor shall furnish a performance bond for each renewal year. However, the surety providing the performance bond for each year of the initial term of the agreement shall be under no obligation to provide the performance bond for any renewal year. The bond shall be conditioned upon the Contractor's full and timely performance of this agreement and must be issued by a corporate surety authorized to write surety bonds in the State of Texas and in the form set out in Exhibit "I".

- 15.2 If the City exercises any option years, the Contractor shall maintain a Performance Bond in the amount equal to 100% of the contract amount for the option year, as determined by the City Purchasing Agent or Director. The bond must be in substantially the form attached as Exhibit "I" and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.
- 14.3 The Contractor must deliver the Performance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Contractor receives notification from the City of a possible award.

16.0 MAINTENANCE BOND

- 16.1 The Contractor shall furnish a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of **100% of the annual recommended award amount, renewable annually for the initial term of the contract.** The Contract term is three-years with two one-year options to renew for a total five-year term.
- 16.2 The bond will be renewed for each year of the initial term plus, one-year term upon extension of the Contract. Further, subsequent to Contract award extension and upon the City's written notification, to the Contractor, of its intent to exercise a one-year contract option year, the Contractor shall provide to the City, within ten (10) calendar days of receipt of such notification, a Maintenance Bond or Clean Irrevocable Letter of Credit in the amount of 100% of the total contract option year amount.
- 16.3 This bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with this contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CTR", or his designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial use of the City.
- 16.4 The Maintenance Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by this bidder (as "Principal") and by a Corporate Surety Company licensed to do business in the State of Texas, and shown in the most recent edition of United States Treasury Circular 570 as having an "underwriting limitation" at least as great as that amount of the Maintenance Bond.
- 16.5 The Clean Irrevocable Letter of Credit must be submitted on the form provided herein and signed by an officer of the institution with the appropriate authority to issue said document.

The Contractor must deliver the Maintenance Bond or Clean Irrevocable Letter of Credit to the City Purchasing Agent of the City on or before the tenth (10th) day following the day this Contractor receives notification from the City of a possible award.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

- 1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services

rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

2.0 TAXES

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

3.0 METHOD OF PAYMENT

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

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

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

5.0 LIMIT OF APPROPRIATION:

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

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ [REDACTED] to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

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

5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or

termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

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

6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

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

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

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

Signed:
[Signature of City Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

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

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

6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or

rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

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

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

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

2.0 NOTICE TO PROCEED

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

3.0 RENEWALS

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

4.0 TIME EXTENSIONS

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

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

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

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

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

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

6.0 TERMINATION FOR CAUSE BY CITY

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

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

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

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

2.0 FORCE MAJEURE

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

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

4.0 ENTIRE AGREEMENT

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

5.0 WRITTEN AMENDMENT

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

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances,

the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

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

7.0 NOTICES

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

8.0 NON-WAIVER

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

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

9.0 INSPECTIONS AND AUDITS

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

10.0 ENFORCEMENT

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

11.0 AMBIGUITIES

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

12.0 SURVIVAL

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

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

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

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

16.0 REMEDIES CUMULATIVE

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

17.0 CONTRACTOR DEBT

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

EXHIBIT A DEFINITIONS

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

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

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

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

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

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

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

"Electrical Maintenance Repair & Automation Svcs. Abbreviation Descriptions"

AS	Almeda Sims
BW	Beltway
CB	Cedar Bayou
CH	Chocolate Bayou
CP	Clinton Park
EH	EastHaven
F#23	FWSD #23
FOREST C	Forest Cove
GR	Greenridge
HS	Homestead
IC	Inter Cont. Airport
IV	Imperial Valley
KB	Keegans Bayou

M203	MUD 203 (Municipal Utility District)
M48	NUD 48 (Municipal Utility District)
MC	Metro Central;
MUD	Municipal Utility District
NB	Northborough
NE	Northeast
NG	Northgate
NS-IA	Northside Area
NS-IB	Northside Area
NS-II	Northside Area
NT	NorthBelt
NW	Northwest
SB	Sims Bayou
SE	Southeast
SM	Sagemont
SW	Southwest
TK	Turkey Creek
UB	Upper Brays Bayou
WB	WillowBrook
WD	West District
WO	White Oak
WWF	Waste Water Facility
WWTP	Wastewater Treatment Plant
LS	Lift Station
CFS	Chemical Feed Station
SC	Service Center
UP	Under Pass
RP	Repump
GW	Ground Water
E/T	Elevated Tank
WS	Well Sites

**EXHIBIT B
SCOPE OF SERVICES**

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

**EXHIBIT BB
LIST OF FACILITIES**

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

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT D
MWBE SUBCONTRACT TERMS**

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

**EXHIBIT E
DRUG POLICY COMPLIANCE AGREEMENT**

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

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

I, _____
(Name - Print/Type) **(Title)**

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

Date

Contractor Name

Signature

Title

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

I, _____
(Name - Print/Type)

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

Date

Contractor Name

Signature

Title

**EXHIBIT G
DRUG POLICY COMPLIANCE DECLARATION**

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

**EXHIBIT H
FEES AND COSTS**

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

**EXHIBIT I
PAY OR PLAY**

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



FORM POP 2 (DOCUMENT 00630)

CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: _____ \$ _____
 (Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

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

Project Name: [Legal Project Name] _____

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

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

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

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

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

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

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

Following Information is Mandatory	Prime Contractor	Sub-Contractor
Total No. Of Employees on City Job		
No. Of Employees-"Playing"		
No. Of Employees -"Paying"		
No. Of Employees "Exempt"		

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

 CONTRACTOR (Signature)

 DATE

 NAME AND TITLE (Print or type)

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract.

If the Contract Price is greater than \$1.2 million and in the event that the City of Houston shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the sum of 10 percent of whatever amount may be recovered by the City in suit or legal proceeding, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This amount of 10 percent is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)**

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

This Ordinance and/or Contract have been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Paralegal

EXHIBIT "K"
ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF HARRIS

§

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for _____

_____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Subparagraph 12.2.2 of the General Conditions, and correct Work not in accordance with the Contract Documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

**ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)**

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS: (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

This Ordinance and/or Contract have been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Paralegal