



CITY OF HOUSTON INVITATION TO BID

Issued: October 8, 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 a.m., Thursday, October 28, 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:

**AERIAL DEVICES / BUCKET TRUCKS MAINTENANCE AND REPAIR SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S10-L23735
NIGP CODE: 065-05**

BUYER

Questions regarding this solicitation document should be addressed to **Greg Hubbard** at **832.393.8748**, or e-mail to **greg.hubbard@houstontx.gov**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor 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 900 Bagby Houston, Texas 77002 City Hall Tunnel Level (Basement) SPD Conference Room-1 at **9:00 a.m., on Tuesday, October 12, 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, and 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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***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



**AERIAL DEVICES / BUCKET TRUCKS MAINTENANCE AND REPAIR SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S10-L23735
NIGP CODE: 065-05**

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 AERIAL DEVICES / BUCKET TRUCKS MAINTENANCE AND REPAIR SERVICES for a three-year period with two (2) one-year option periods to extend for various Departments,**" 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.

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 **Aerial Devices / Bucket Trucks Maintenance and Repair Services** for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <https://purchasing.houstontx.gov/>

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
M/WBE.doc
Conflict of Interest Questionnaire.doc
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply with the Program
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
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-505, Houston, TX 77002, Attn: Greg Hubbard (or) by fax: 832.393.8745 or by e-mail (preferred method) to greg.hubbard@houstontx.gov no later than **4:00 p.m., Thursday, October 14, 2010.**

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 Storage Services for Seized Vehicles that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed “Aerial Devices / Bucket Trucks Maintenance and Repair Services.”** 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.

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 COMPLETE VISUAL AND OPERATIONAL INSPECTION:

- 1.1 The Contractor shall provide all equipment, labor, materials, parts, supervision, tools and transportation necessary to perform a complete visual and operational inspections and preventative maintenance on various types of aerial devices and bucket trucks listed in Exhibit B-2.
- 1.2 Inspections shall be performed in compliance within all federal and state regulations and manufactures specifications. Inspections shall include, but will not be limited to, the turret, pedestal, rotation bearing and system, boom(s), boom pins and bushings, hydraulic cylinders, pumps, valves, baskets, power take off, outriggers, stabilizer bar, stabilizing components, placards and any and all other components and/or attachments which may affect the operation and/or safety of said aerial devices/bucket trucks. The inspection procedure will consist of a bi-annual inspection in conjunction with a preventive maintenance schedule, and periodic inspections as required.

2.0 REPORTS FOR REPAIRS:

- 2.1 Inspection reports shall be submitted in detail noting any and all discrepancies. Said reports shall be submitted in duplicate to the appropriate office. The report shall consist of an estimate of parts and labor hours required to restore the aerial device/bucket truck to an acceptable condition, which will meet or exceed the applicable standards.
- 2.2 All reports submitted to the City of Houston pertaining to aerial device repair, and post repair documentation shall be done so in duplicate copies.
- 2.3 Any unusual conditions, circumstances, or safety hazards observed during inspection shall be reported to the user department in the initial report. Any conditions resulting from improper use, abusive operation and or improper care shall be included in the initial report along with all comments concerning corrective action regarding said action. If pertinent information is discovered after the initial inspection report has been submitted a supplemental post inspection report shall be submitted within twenty-four (24) hours of the initial report, i.e., damaged items discovered after initial report was submitted and during the primary disassembly process. If a post inspection report is submitted, a City of Houston representative shall make a follow-up, in-progress inspection and make a recommendation to the user department.

3.0 WARRANTY:

Any and all repair procedures performed on City of Houston equipment utilized as an aerial device/bucket truck shall be implicitly covered by a six (6) month warranty unless otherwise deemed abusive by a representative of the user department.

3.1 Completion of Repairs/Warranty Repairs:

- 3.1.1 The Contractor shall state on the estimate form the total turnaround time for the repairs, after the authorization to proceed is given by "Fleet Maintenance Outside Service Section." Completion of repairs/exchanges and/or warranty returns shall not

exceed ten (10) business days from approval of authorization by the Fleet Maintenance Outside Service Section, unless the extension is approved by the section.

- 3.1.2 The completion of repairs/exchanges or warranty returns exceeding the ten-business-day turnaround time shall have a \$50.00 liquidated damages charge for each day it exceeds the ten business days turnaround time for repairs. This amount shall be deducted from the Contractor's invoice for services rendered. In cases where the completion date has exceeded the ten-business-day turnaround time, the vendor shall present in writing to the Fleet Manager justification for the delay. If that delay is caused by circumstances beyond the control of the Contractor, the department shall, at the discretion of the Outside Service Section Fleet Manager, waive or adjust the \$50.00 per-day liquidated damages.
- 3.1.3 The Contractor shall not have more than ten percent of the repairs come back for warranty repairs completed within a 12-month period. If this number is higher than ten percent, the Contractor shall meet with the Fleet Manager to determine the cause of the problems. A written report shall be required from the Contractor detailing the problems and shall specify what action shall be taken by the Contractor in the future, as to prevent those problems from recurring.
- 3.1.4 Equipment repairs shall be inspected at the time the equipment is delivered to the Fleet Maintenance Outside Service Section for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment shall be rejected and the Contractor shall be required to make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) shall not be made until the corrective action is made, and the equipment re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Contractor's responsibility to make the necessary corrections, per warranty stipulations.

4.0 LOCATION AND TIME:

- 4.1 The Contractor's facility(s) shall be of adequate size to support the repair of City vehicles/equipment related to this contract. The equipment shall be stored in a secured storage area or a building, and shall be locked/secured at all times when not being serviced. The Contractor shall be responsible for replacing any and all missing/damaged apparatus from the equipment/vehicles. The City shall replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles, and shall bill the contractor for same.
- 4.2 The Contractor shall complete a repair estimate within five (5) business days of receiving the vehicle. The estimate must then be sent to the Public Works & Engineering's Fleet Maintenance Outside Service Section Manager for approval before work is started. The Public Works & Engineering manager shall send the approved authorization back to the Contractor, authorizing the work.

5.0 PREVENTIVE MAINTENANCE:

- 5.1 The Contractor shall be required to perform a periodic inspection and preventive maintenance program as recommended by the manufacturer on a bi-annual basis. All requirements referred to in Paragraph 5.2 shall be strictly adhered to. Preventive maintenance procedures shall be performed within a three (3) day time period. For special circumstances requiring more time, refer to Section 4.0 in Exhibit "B."

- 5.2 The Contractor shall maintain accurate preventive maintenance and repair records for each aerial device/bucket truck by referencing the City of Houston unit number. This information shall include, but shall not be limited to, the manufacturers' vehicle identification number, make, model, and serial number. The Contractor shall be required to advise the City of Houston user department when each unit is due for bi-annual inspection. The Contractor shall set up a schedule for all preventive maintenance repairs by unit number. All estimates for inspections and preventive maintenance procedures shall be submitted in accordance with Section 2.2 in Exhibit "B."

6.0 PREVENTIVE MAINTENANCE REQUIREMENTS:

- 6.1 The following specifications shall be covered in the preventive maintenance inspection and service of each unit. Any updated attachments or components which may affect the operation or safety of an aerial device to include, but not limited to manufacturers' specification, shall be included in the preventive maintenance program. The apparent silence to or omission from these specifications shall not be interpreted as no requirements to perform an inspection and/or maintenance procedure that would normally be required, and shall not be permitted.
- 6.1.1 An inspection shall be made to ensure that all operational, safety, warning decals and placards are legible and in place. Any discrepancies shall be corrected in compliance with ANSI (American National Standards Institute), and all manufacturers' requirements. (See Section 2.0 in Exhibit "B.")
- 6.1.2 A current dielectric decal showing the date of the last satisfactory test shall be in place per ANSI standards.
- 6.1.3 All controls shall be inspected and tested to ensure proper operation.
- 6.1.4 The leveling system shall be thoroughly inspected and tested. Units with special equipment may require additional inspection and testing time. (See Section 4.0 in Exhibit "B.")
- 6.1.5 When the required replacement interval has been reached for a component, it shall be replaced. (See Section 2.0 in Exhibit "B.")
- 6.1.6 The rotation bearing and pinion teeth shall be inspected for excessive wear, missing or broken teeth, and excessive side play.
- 6.1.7 The rotation gear box shall be inspected for worn bearings, seals, gears, and properly torqued bolts. The gear box fluid shall be topped off.
- 6.1.8 The fiberglass booms and buckets (baskets) shall be cleaned and inspected for cracks, gouges, holes, and other damage. Under no circumstances shall "drain holes" in the bottom of buckets on insulated devices be permitted.

- 6.1.9 The hydraulic oil system shall be inspected, reservoir's strainer, and breather cleaned and new oil filters installed. The system pressures and flows shall be inspected and adjusted in compliance with the correct specifications.
- 6.1.10 All auxiliary systems shall be inspected and tested for proper operation, i.e., remote start/stop, emergency power system, hydraulic tool valve and throttle control, etc.
- 6.1.11 Safety valves and systems shall be inspected, tested and/or adjusted to ensure proper operation.
- 6.1.12 All pins, bearings, wear pads, etc., shall be inspected, as needed and greased.
- 6.1.13 Special attention to the bucket-mounting brackets, attaching bolts, and shafts is required.
- 6.1.14 Hydraulic cylinders shall be inspected and tested, as required.
- 6.1.15 All fittings, hoses, valves, and other hydraulic components shall be inspected for defects.
- 6.1.16 All mounting brackets, bolts, and hardware shall be inspected for defects.
- 6.1.17 All bolts shall be tested and torqued to the proper specifications.

7.0 REPAIRS:

7.1 Repairs shall include any and all work required, but not covered under the normal scope of preventive maintenance.

7.2 Repair Facility and Storage of Equipment/Vehicles:

The Contractor's facility(s) shall be of adequate size to support the repair of City vehicles/equipment related to this contract. The equipment must be stored in a secured storage area or a building, and shall be locked/secured at all times when not being serviced. The Contractor shall be responsible for replacing any and all missing/damaged apparatus from the equipment/vehicles. The City shall replace any apparatus, including, but not limited to, light bars, radios, etc., missing from the vehicles, and shall bill the contractor for same.

7.3 Repair Estimate/Proposal:

The Contractor shall complete a repair estimate within five (5) business days of receiving the vehicle. The estimate shall then be sent to the Public Works & Engineering's Fleet Maintenance Outside Service Section Manager for approval before work is started. The Public Works & Engineering manager shall send the approved authorization back to the Contractor authorizing the work.

8.0 DATABASE:

Shall be accessible in Microsoft Office, or in Dbase-4. If neither of these are available, the Department and Contractor shall mutually decide on an acceptable database.

9.0 INVOICING AND PAYMENT:

- 9.1 For and in consideration of performance of services specified under this contract, the City agrees to pay, and the Contractor agrees to accept the fees, as specified in Exhibit "H."
- 9.2 An invoice shall be prepared for charges incurred by all Departments as represented by each lease agreement terminating during the period of the first through the last work day of the current month. Each invoice must show the contract number, ordinance number, the name of the operational organization leasing the vehicle itemized by the lease agreement number, the attendant line item charge, the subtotal amount by organization, and the grand total for the month for all operations. Copies of each signed lease agreement itemized on the bill shall be attached in support of the charges indicated. Failure to provide such copies shall delay payment of the entire invoice.
- 9.3 Payment is due thirty (30) days after the receipt of goods and correct invoice for services performed satisfactorily.
- 9.4 Department of Public Works and Engineering reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled, and that acceptable levels of services are provided. Monitoring may take the form of, but not necessarily limited to, (1) review of the Contractor's checks for accuracy; (2) site visits; (3) testing and sampling; and (4) review of permits and certifications. The primary responsibility for monitoring compliance rests with the Contract Compliance Section, Management Support Branch of the Office of the Director-- Department of Public Works and Engineering. Their office number is 832.395.2496.
- 9.5 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 14%).

10.0 WARRANTY OF SERVICES:

- 10.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 10.2 "Correction" as used in this clause, means the elimination of a defect.
- 10.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- 10.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also 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.
- 10.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

11.0 ADDITIONS AND DELETIONS:

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

12.0 ESTIMATED QUANTITIES NOT GUARANTEED:

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of aerial devices/bucket truck maintenance and repair services during the term of this contract. The quantities may vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

13.0 LOCAL PRESENCE/SOURCE:

With respect to aerial devices and bucket trucks maintenance, inspection, testing and repair services, Contractor shall have a local authorized facility located within the Houston Area Region (Harris County).

**EXHIBIT B-2
LIST OF EQUIPMENT**

**City of Houston – Parks & Recreation Department
Aerial Device/Bucket Truck Listing**

6200 WHEELER LOCATION:						
	Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN
1	32485	2002	Chevrolet	Prentice	Prentince Loader	1GBT7H4C22J504515
2	22983	1994	Ford	Simon-Telect	N /A	1FDYL90E5SVA04699
3	25114	1995	International	REACH-ALL	Bucket Truck 55'	1HTACSBN8TH270374
4	25151	1996	International	REACH-ALL	Bucket Truck 55'	1HTACSBN0TH270367
5	27645	1997	Chevrolet	ETI	Bucket Truck 30'	1GBKC34F9VJ114746
6	30634	2000	International	MTI	Bucket Truck 75'	1HTSHAAR0YH265053
7	33383	2003	Freightliner	MTI	Bucket Truck 75'	1FVHBXCS83HK39129
8	23827	1995	International	International	Bucket Truck/Digger	1HTSCAARXSH672643
9	24273	1995	Ford	Lift-All	Bucket Truck 30'	1FDLF47F2SEA17297
10	40715	2010	International	Terex	Bucket Truck 55'	1HTMMAANOAH240368
11	18531	1991	International	Prentice	N /A	1HTSHPBR4NH416618
12	29382	1999	International	Hi-Ranger	Bucket Truck 40'	1HTSCABN3XH674012
13	29383	1999	International	Hi-Ranger	Bucket Truck 40'	1HTSCABN1XH674011
14	32385	2002	International	MTI	Bucket Truck 55'	1HTSCABN32H413178
15	36417	2007	GMC	Versalift	Bucket Truck 75'	1GDT8C4C37F402061

**City of Houston – General Services Department
Aerial Device/Bucket Truck Listing**

2707 DALTON LOCATION:						
	Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN
1	19993	1992	Ford	F-800	Utility Bucket	1FDYK84A5NVA36271
2	27052	1997	Ford	F-350SD	Utility Bucket	3FELF47G4VMA35769
3	30564	2000	Ford	F-450	Utility Bucket	1FDXF46F3YEB79533
4	40094	2010	Navistar Int'l	4300-DS	Hybrid Utility Bucket	1HTMMAAN6AH206936

EXHIBIT B-2 -- LIST OF EQUIPMENT

City of Houston -- Public Works & Engineering Department Aerial Device/Bucket Truck Listing

SIGNAL OPERATIONS: 224/20/1553; 2200 PATTERSON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
1	37912	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R48EC31550
2	31620	2001	International	Hi Ranger	Bucket Truck 40'	1HTSCABN01H403254
3	33955	2004	Ford	Lift- All	Bucket Truck 29'	1FDXF46P54EC31957
4	32124	2001	Chevrolet	Telect	Bucket Truck 40'	1GBP7H1C91J510171
5	33954	2004	Ford	Lift-All	Bucket Truck 29'	1FDXF46P34EC31956
6	31091	2000	Ford	Sky-tel	Bucket Truck 29'	1DXF46F4YEE08768
7	30668	2000	International	Hi-Ranger	Bucket Truck 40'	1HTSCABN6YH309552
8	31973	2001	Ford	Sky-tel	Bucket Truck 29'	1FDXF31ED44342
9	25377	1996	Ford	Simon/Telect	Bucket Truck 29'	1FDYF80E6TVA28951
10	26693	1997	Chevrolet	ETI	Bucket Truck 29'	1GBKC34FXVJ103764
11	26694	1997	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F6VJ103686
12	26695	1997	Chevrolet	ETI	Bucket Truck 29'	1GBKC34FXVJ103707
13	26696	1997	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F5VJ103615
14	27060	1997	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F8VJ110719
15	27061	1997	Chevrolet	ETI	Bucket Truck 29"	1GBKC34F3VJ110689
16	29334	1999	International	Simon/Telect	Bucket Truck 40'	1HTSCABN7XH652854
17	29408	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F5XF027190
18	29409	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34FXXF026505
19	29412	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F7XF026610
20	29413	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F6XF025836
21	29414	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F7XF025425
22	29415	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F2XF025946
23	29417	1999	Chevrolet	ETI	Bucket Truck 29'	1GBKC34F0XF027355
24	30052	1999	Ford	Skytel	Bucket Truck 29'	1FDXF46F9XEE19747
25	30053	1999	Ford	Skytel	Bucket Truck 29'	1FDXF46F1XEE19743
26	30166	1999	Ford	Skytel	Bucket Truck 29'	1FDXF46F7XEE19746
27	30193	1999	Ford	Skytel	Bucket Truck 29'	1FDXF46F3XEE19744
28	31093	2000	Ford	Skytel	Bucket Truck 29'	1FDXF46F6YEE08772
29	31092	2000	Ford	Skytel	Bucket Truck 29'	1FDXF46F6YEE08769
30	30419	2000	International	Hi-Ranger	Bucket Truck 41'	1HTSCABN5YH252969
31	31095	2000	Ford	Sky-Tel	Bucket Truck 29'	1FDXF46F2YEE08770
32	31974	2001	Ford	Sky-Tel	Bucket Truck 29'	1FDXF46F11ED44341

EXHIBIT B-2 -- LIST OF EQUIPMENT
City of Houston -- Public Works & Engineering Department
Aerial Device/Bucket Truck Listing

SIGNAL OPERATIONS: 224/20/1553; 2200 PATTERSON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
33	32046	2001	Ford	Sky-Tel	Bucket Truck 29'	1FDXF46F51ED44343
34	33956	2004	Ford	Lift All	Bucket Truck 29'	1FDXF46P74EC31958
35	37913	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R68EC31551
36	37914	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R88EC31552
37	37915	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56RX8EC31553
38	37916	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R18EC31554
39	37917	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R38EC31555
40	37918	2008	Ford	Versalift	Bucket Truck 41'	1FDA56R58EC31556
41	38560	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R88ED51447
42	38561	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56RX8ED51448

SIGNAL OPERATIONS: 224/20/1553; 2200 PATTERSON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
43	38562	2008	Ford	Versalift	Bucket Truck 41'	1FDAF56R18ED51449
44	40071	2009	Ford	Versalift	Bucket Truck 41'	1FDAF56R39EB12535
45	40072	2009	Ford	Versalift	Bucket Truck 41'	1FDAF56R59EB12536
46	40073	2009	Ford	Versalift	Bucket Truck 41'	1FDAF56R79EB12537
47	19922	1993	International	Lift All	Bucket Truck 40'	1HTSCPHN7PH482828

AREA OPERATIONS-224/20/1552; 2200 PATTERSON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
48	29629	1999	FORD	Ferrari	Crane Truck	1FDXF46S3XEE39456
49	30844	1999	Ford	Ferrari	Crane Truck	1FDXF46SXYEC67511
50	30845	1999	Ford	Ferrari	Crane Truck	1FDXF46S1YEC67512
51	32043	2001	Ford	Mateco	Crane Truck	1FDXF46S31ED44340
52	38496	2008	Ford	Ferrari F550-A2	Crane Truck	1FDAF56R88EC31548
53	38497	2008	Ford	Ferrari F550-A2	Crane Truck	1FDAF56R88EC31549
54	38687	2008	Ford	Ferrari F550-A2	Crane Truck	1FDAF56R68ED51446
55	40080	2009	Ford	Auto-Crane AG5-32R	Crane Truck	1FDAF56R59EB12567
56	40081	2009	Ford	Auto-Crane AG5-32R	Crane Truck	1FDAF56R79EB12568
57	40082	2009	Ford	Auto-Crane AG5-32R	Crane Truck	1FDAF59R99EB12569
58	40083	2009	Ford	Auto-Crane AG5-32R	Crane Truck	1FDAF56REB12570
59	40084	2009	Ford	Auto-Crane AG5-32R	Crane Truck	1FDAF56R79EB12571
60	27655	1997	FORD	ETI	Bucket Truck 29'	3FELF47G0VMA35770

EXHIBIT B-2 -- LIST OF EQUIPMENT

**City of Houston -- Public Works & Engineering Department
Aerial Device/Bucket Truck Listing**

FREEWAY LIGHTING: 100/20/20580; 2707 DALTON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
61	19991	1993	Ford	TECO	Bucket Truck 55'	1FDYK84A7NVA36269
62	23719	1995	International	TECO	Bucket Truck 55'	1HTSCAARXSH644504
63	23720	1995	International	TECO	Bucket Truck 55'	1HTSCAAR8SH644503
64	27954	1997	Chevrolet	Pitman Polecat	Digger Truck 50'	1GBP7H1J0VJ115574
65	28047	1998	Chevrolet	Versalift	Bucket Truck 29'	1GBKC34F6WF029223
66	28048	1998	Chevrolet	Versalift	Bucket Truck 29'	1GBKC34F1WF029792

BRIDGE DIVISION: 224/20/1491; 2707 DALTON						PW&E
Vehicle	Year	Make	Boom Make	Model/Description	ID #/VIN	
67	15949	1987	P&H Dragline		Crane 52'	5428
68	23666	1995	Ford		Crane Truck 40'	1FDXF80C1SVA19468
69	27938	1997	Grove		Mobile Crane 110'	476TS700BVS086154
70	2388	1983	International	BC	Snooper, Truck 28'	2HTAF1954DCAB457
71	31871	2001	Genie	S-45 Aerial Lift	Man Lift 46'	S40-5614
72	32527	2002	Link Belt	LS 108H I	Crawler Crane 85'	J5J2-5098

EXHIBIT B-3 RETURN AUTHORIZATION FORM

FORM 1500-11-2011-00

No. 0926

CITY OF HOUSTON
P O BOX 1562
HOUSTON, TEXAS 77251

CITY OF HOUSTON RETURN AUTHORIZATION

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

PURCHASER'S NAME		ORDER NO.		DATE	
SHIP TO		SHIP TO		SHIP TO	
RETURN FOR <input type="checkbox"/> CREDIT <input type="checkbox"/> PURCHASE ORDER <input type="checkbox"/> REFUND <input type="checkbox"/> OTHER (Specify)				RETURN TO: CITY OF HOUSTON, P.O. BOX 1562, HOUSTON, TX 77251	
				RETURN TO:	
DATE		RECEIVED		DATE	
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
TOTAL				TOTAL	
PURCHASER'S NAME		ORDER NO.		DATE	
SHIP TO		SHIP TO		SHIP TO	
DATE		RECEIVED		DATE	

**EXHIBIT B-4
VISUAL AND OPERATIONAL INSPECTION FORM**

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

(CHASSIS)	OK	SEE SUMMARY	N/A
1. Axle U-Bolts:	()	()	()
2. Springs:	()	()	()
3. Springs Hangers	()	()	()
4. Torsion/Sway Bar:	()	()	()
5. Frame:	()	()	()
6. Pedestal Mounting Welds/Bolts:	()	()	()
7. Subframe Mounting Welds/Bolts:	()	()	()
8. Outrigger Attachment Welds/Bolts:	()	()	()
9. Hydraulic Lines Condition & Mounting:	()	()	()
10. PTO Pump; Condition (Leaking Noisy):	()	()	()
11. Pintle Hook Condition:	()	()	()
12. Others:	()	()	()
(OUTRIGGERS)			
1. Foot:	()	()	()
2. Foot Attachment Assembly:	()	()	()
3. Foot Attachment Pins:	()	()	()
4. Foot Attachment Pin Keepers:	()	()	()
5. Foot Welds:	()	()	()
6. Pads (Amount and Condition):	()	()	()
7. Hydraulic Cylinder:	()	()	()
8. Hydraulic Cylinder Pins:	()	()	()

EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

	OK	SEE SUMMARY	N/A
(OUTRIGGERS) CONTINUED			
9. Hydraulic Cylinder Pin Keepers:	()	()	()
10. Outrigger Attachment Welds:	()	()	()
11. Outrigger Seam Welds:	()	()	()
12. Outrigger Support and Crossbrace Welds:	()	()	()
13. Outrigger Controls:	()	()	()
14. Outrigger Controls Operation:	()	()	()
15. Outrigger Controls Markings:	()	()	()
16. Hydraulic Hose Fittings:	()	()	()
17. Hydraulic Hose Fittings:	()	()	()
18. Others:	()	()	()
(PEDESTAL)			
1. Pedestal:	()	()	()
2. Inside of Pedestal:	()	()	()
3. Pedestal Attachment Assembly:	()	()	()
4. Hydraulic Hoses/Fittings:	()	()	()
5. Pedestal Support Bracket Welds/Bolts:	()	()	()
6. Pedestal Tower Brace:	()	()	()
7. Control Markings:	()	()	()
8. Control Operation:	()	()	()
9. Other:	()	()	()

**EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM**

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

	OK	SEE SUMMARY	N/A
(TURRET)			
1. Turret Welds/Bolts:	()	()	()
2. Support Welds/Bolts:	()	()	()
3. Turret Structure:	()	()	()
4. Pins:	()	()	()
5. Pin Keepers:	()	()	()
6. Pin Bushing	()	()	()
7. Turret Rotation Mounting Bolts:	()	()	()
8. Lift Cylinder Base Area:	()	()	()
9. Rotation Motor Mounts/Bolts/Welds:	()	()	()
10. Hydraulic Hoses/Fittings:	()	()	()
11. Side-to-Side Movement (Normal/Abnormal):	()	()	()
12. Control Operation:	()	()	()
13. Control Markings	()	()	()
14. Other:	()	()	()

EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

	OK	SEE SUMMARY	N/A
(FIRST STAGE OR LOWER BOOM)			
1. Boom Welds:	()	()	()
2. Braces Inside of Boom Near Main Pin:	()	()	()
3. Main Boom Pin Supports:	()	()	()
4. Lift Cylinder Pins:	()	()	()
5. Lift Cylinder Pins Keepers:	()	()	()
6. Lift Cylinder Pin Supports:	()	()	()
7. Condition of Lift Cylinder:	()	()	()
8. Pin Bushings:	()	()	()
9. Condition of Holding Valves:	()	()	()
10. Hydraulic Hoses/Fittings:	()	()	()
11. Upper Boom Lift Cylinder Pins:	()	()	()
12. Condition of Scissor Links:	()	()	()
13. Scissor Mounting Bracket and Pins:	()	()	()
14. Lower Boom Saddle Assembly:	()	()	()
15. Extension Roller or Bearing:	()	()	()
16. Lift Cables:	()	()	()
17. Lift Cables Guides:	()	()	()
18. Lift Cables Guides Pins:	()	()	()
19. Lift Cables Attachment Assembly	()	()	()

**EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM**

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

	OK	SEE SUMMARY	N/A
(FIRST STAGE OR LOWER BOOM) CONTINUED			
20. Lift Scissor Assembly:	()	()	()
21. Lift Scissor Pin Bushings:	()	()	()
22. Upper Room Saddle Assembly:	()	()	()
23. Fiberglass Insert and Mounting:	()	()	()
24. Condition of Leveling Cables:	()	()	()
25. Leveling Rods:	()	()	()
26. Condition of Leveling Cable Sheaves:	()	()	()
27. Other:	()	()	()
(SECOND STAGE BOOM/UPPER BOOM)			
1. Boom Welds:	()	()	()
2. Extension Cylinder:	()	()	()
3. Extension Cylinder Pins:	()	()	()
4. Extension Cylinder Pin Keepers:	()	()	()
5. Extension Cylinder Pin Bushings:	()	()	()
6. Upper Boom Lift Cylinder:	()	()	()
7. Upper Boom Lift Cylinder Holding Valve:	()	()	()
8. Upper Boom Lift Cylinder Pins:	()	()	()
9. Upper Boom Lift Cylinder Keepers:	()	()	()
10. Upper Boom Lift Cylinder Pin Bushings:	()	()	()

**EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM**

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

OK

SEE SUMMARY

N/A

(SECOND STAGE BOOM/UPPER BOOM) CONTINUED

- | | | | |
|--|-----|-----|-----|
| 11. Fiberglass Mounting: | () | () | () |
| 12. Condition of Coating: | () | () | () |
| 13. Yoke Assembly: | () | () | () |
| 14. Leveling Cable Sheaves: | () | () | () |
| 15. Leveling Rods: | () | () | () |
| 16. Leveling Cable: | () | () | () |
| 17. Hose Bracket and Wrap-up at Elbow: | () | () | () |
| 18. Other: | () | () | () |

(THIRD STAGE BOOM)

- | | | | |
|-------------------------------------|-----|-----|-----|
| 1. Boom Welds: | () | () | () |
| 2. Extension Cylinder: | () | () | () |
| 3. Extension Cylinder Pins: | () | () | () |
| 4. Extension Cylinder Pin Keepers: | () | () | () |
| 5. Extension Cylinder Pin Bushings: | () | () | () |
| 6. Fiberglass Mounting: | () | () | () |
| 7. Condition of Coating: | () | () | () |
| 8. Other: | () | () | () |

**EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM**

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

(MATERIAL HANDLING AERIAL DEVICES)	OK	SEE SUMMARY	N/A
(BUCKET)			
1. General Condition:	()	()	()
2. Bucket Rotator:	()	()	()
3. Bucket Rotator Operation:	()	()	()
4. Hydraulic Rotation Cylinder:	()	()	()
5. Hydraulic Rotation Cylinder Pin:	()	()	()
6. Hydraulic Rotation Cylinder Pin Keepers:	()	()	()
7. Bucket Emergency Dump System:	()	()	()
8. Emergency Power Control (S):	()	()	()
9. Start/Stop Control (S)	()	()	()
10. Throttle Control (S)	()	()	()
11. Boom Operation Controls:	()	()	()
12. Boom Operation Control Markings:	()	()	()
13. Hose Wrap-Up at Bucket:	()	()	()
14. Capacity Chart:	()	()	()
15. Bucket Liner Condition:	()	()	()
16. Other:	()	()	()

EXHIBIT B-4 (CONTINUED)
VISUAL AND OPERATIONAL INSPECTION FORM

Company:

Unit No.:

Make:

Model No.:

Serial No.:

Date of Manufacturer:

Location:

Inspectors:

(MATERIAL HANDLING AERIAL DEVICES)	OK	SEE SUMMARY	N/A
1. Jib:	()	()	()
2. Jib Slide Collar:	()	()	()
3. Jib Attachment Assemble:	()	()	()
4. Jib Winch Attachment Assembly:	()	()	()
5. Jib Winch Line:	()	()	()
6. Jib Winch Line Hook:	()	()	()
7. Jib Winch Line Pulley:	()	()	()
8. Jib Winch Line Pulley Pin(s)	()	()	()
9. Jib Controls:	()	()	()
10. Jib Capacity Chart:	()	()	()
11. Jib Covers:	()	()	()
12. Jib Tilt Pin(s):	()	()	()
13. Jib Tilt Pin(s) Keeper(s):	()	()	()
14. Jib Tilt Pin(s) Bushing(s):	()	()	()
15. Jib Tilt Hydraulic Cylinder:	()	()	()
16. Other:	()	()	()

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **AERIAL DEVICES / BUCKET TRUCKS MAINTENANCE AND REPAIR SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON ("City"), TEXAS**, a municipal corporation and _____ ("Contractor or Vendor"), a Texas Home-Rule City 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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- * A. DEFINITIONS
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- * D. M/WBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- * F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- * I. CITY’S CONTRACTORS PAY OR PLAY PROGRAM

* **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 / Deputy Director

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."

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 M/WBE COMPLIANCE

- 9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least **11%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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

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 workforce.
- 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.

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 upon 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 \$_____ 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.

EXHIBIT B
SCOPE OF SERVICES

(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
[M/WBE 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)