



CITY OF HOUSTON INVITATION TO BID

Issued: June 27, 2014

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate, and one (1) additional electronic CD copy of the bids 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, July 17, 2014** 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:

**BACKFLOW PREVENTERS CERTIFICATION, TESTING AND REPAIR SERVICES
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION NO.: S23-L24758
NIGP CODE: 936-91**

BUYER

Questions regarding this solicitation document should be addressed to Roy Breaux at **832.393.8728**, or e-mail to roy.breaux@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

NONE

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



**BACKFLOW PREVENTERS CERTIFICATION, TESTING AND REPAIR SERVICES
FOR THE PUBLIC WORKS & ENGINEERING DEPARTMENT
BID INVITATION NO.: S23-L24758
NIGP CODE: 890-03**

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 BACKFLOW PREVENTERS CERTIFICATION, TESTING AND REPAIR SERVICES 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.

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 cancel this ITB, 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 backflow preventers certification, testing and repair services for the City in accordance with attached specifications.

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

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
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

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
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & 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
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Roy Breaux (or) by fax: 832.393.8759 or by e-mail (preferred method) to **roy.breaux@houstontx.gov**. **no later than 12:00 p.m., Wednesday, July 9, 2014.**

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.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible. **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A “CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A “CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A “CITY BUSINESS,” AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES (“THE CODE”)

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including

Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION B
SCOPE OF WORK/SPECIFICATIONS

B.00 GENERAL REQUIREMENTS AND SCOPE OF SERVICES

- B.00.01 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide Annual Inspection, precision repair services, testing and certification for backflow preventers from various facilities of City of Houston. The types of backflow preventers located at the various facilities are listed in Exhibit "BB". This list is not exhaustive, and merely describes the general type and make of backflow preventers to be found at the various facilities.
- B.00.02 The Contractor shall inspect, disassemble the unit, provide recommendations and prepare a scope of work to recondition, repair and/or replace parts with new OEM parts or equal new Non-OEM parts. The cost of inspection and preparation of work scope shall be a part of the base cost of any reconditioning repairing or replacement job. The Contractor shall uncouple the back flow preventer, remove the back flow preventer from its location in the line (if necessary), disassemble, inspect, repair, replace parts with new original equipment manufacturer's (OEM) specified or approved parts, reassemble unit, perform a certification test and return the repaired unit to operation.
- B.00.03 If Contractor plans to use any part other than an OEM part for repair or replacement works, the Contractor shall submit a request to the CTR detailing the part and the reason for its use in place of an OEM part for evaluation, review, and approval in writing of the part by the CTR. The Non-OEM part must be of equal or of better material, craftsmanship, standards and performance. The Contractor shall submit specifications and documentation on the proposed substitution.
- B.00.03.1 Upon request by the City and at the Contractor's expense, testing may be required by an independent third party chosen by the CTR. The onus shall be upon the Contractor to prove that non-OEM parts meet the required specifications in fit, form and function as OEM parts.
- B.00.03.2 Testing data provided to the CTR must show if parts are equivalent to or exceed OEM requirements.
- B.00.03.3 All repair and/or replacement parts shall be equivalent to or exceed specifications for OEM repair or replacement parts.
- B.00.03 The meaning of specific terms used in this contract /specification are defined in "Exhibit A", Definitions.
- B.00.04 The Backflow Preventers covered by this specification are listed in Exhibit BB-1 and are grouped to indicate the manufacturer, size, and type of the units. The backflow preventers are grouped as follows:
- | | |
|-------------|---|
| BFP Group 1 | Backflow Preventer Devices by various manufacturers, 1/2" - 2" |
| BFP Group 2 | Backflow Preventer Devices by various manufacturers, 2 1/2"- 6" |
| BFP Group 3 | Backflow Preventer Devices by various manufacturers, 7"-15" |

This list is subject to change throughout the contract period.

- B.00.05 This specification covers the general requirements for the testing, certification, disconnection, disassembly, transportation, repairing, reconditioning and/or overhauling and replacement of the backflow preventers located at various City of Houston Wastewater Operations facilities. This includes, but it is not limited to, assemblies, sub-assemblies, integral systems and devices of back flow preventers and general mechanical work. The specification defines minimum acceptable requirements for the reconditioning, repair or replacement of the back flow preventers and documentation of the same.
- B.00.06 All test equipment required for test results shall be calibrated at least annually adhering to standards traceable to the American Backflow Prevention Association (ABPA), Tester Certification Program. The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.
- B.00.07 The back flow preventers at City Facilities have been purchased and installed under the City of Houston Department of Public Works & Engineering, Water Production Cross-Connection Control Group's directives, that require compliance with the applicable sections of the following standards and codes:
- American Water Works Association (AWWA) Manual M14, Recommended Practice for Backflow Prevention and Cross-Connection Control
 - American Back Flow Prevention Association (ABPA)
 - American Society of Sanitary Engineering (ASSSE)
 - American National Standards Institute (ANSI)
 - City of Houston Plumbing Code
 - Environmental Protection Agency (EPA) Safe Drinking Water Act
 - New England Water Works Section of AWWA, Backflow Device Testing Procedures
 - Texas Commission on Environmental Quality (TCEQ), Texas Administrative Code (30 TAC) Chapter 290 Subchapter D Public Drinking Water Rules and Regulations
 - USC Foundation for Cross Connection Control
 - USEPA, Cross Connection Manual, 1989
 - University of Florida TREEO Center, Backflow Prevention
- B.00.08 The Contractor shall furnish, when requested by the Director, copies of current environmental permits and demonstrate compliance with current local, state, and federal regulations.
- B.00.09 Subcontractors to the Contractor are subject to the same standards as the prime contractor.
- B.00.10 **THE BID FORMS SHALL BE BASED ON THE CONTRACTOR USING NEW AND ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF CITY'S BACK FLOW PREVENTERS.**
- B.00.11 The price of parts and material and cost of a replacement unit supplied under this contract shall be the total **original invoiced cost to the contractor plus contractor's quoted percentage (%) markup** for the item. The Contractor shall submit all **ORIGINALS** of the supporting documentations with the **FINAL** invoice.
- B.00.12 ALL quoted prices for parts and any price markup shall be based upon **Manufacturer's latest Parts List Price**. This includes the parts section of the

Contract Fee Schedule.

- B.00.13 The Contractor who is an OEM Distributor/Shop shall use the OEM's latest list price **minus** the OEM Distributor/Shop's **discount percentage (%)** for the price of parts and material and cost of a replacement unit supplied for this contract. The quoted **discount percentage** shall be equal or better than what the Distributor/Shop offers to its best customer within 100 miles of City Hall of City of Houston. This quoted discount percentage is subject to audit by the City of Houston.
- B.00.14 All rates for any service, parts, and/or material, and work performed by the Contractor/and/or subcontractor(s) shall be clearly defined in the Exhibit H-Fees and Costs. All services rendered, parts and materials shall be documented and original supporting documents submitted in the final invoice package.
- B.00.15 Freight for special order repair or replacement parts or repair and/or replacement parts ordered and shipped from a state other than Texas or a country other than the United States is the responsibility of the City. The Contractor must provide invoice detailing freight costs with no markup. Freight for all other repair and/or replacement parts is the responsibility of the Contractor.
- B.00.16 The City shall retain all non-repairable backflow preventers and parts from the contractor. Non-repairable units do not need to be reassembled.
- B.00.17 The Contractor shall ensure the Equipment Inventory (EI) number tag remains attached to the equipment. The Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.18 Wherever torque values are known to be required, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.19 When requested by the UDR, Contractor shall furnish parts needed for maintenance activities or back flow preventer inventory purposes. The Contractor shall charge the same price for these parts as shown in the Fee Schedule under "Parts and Material."
- B.00.20 Upon inspection of the backflow preventers, the Contractor shall verify and document all information about the condition of the units including nameplate data. The Contractor shall inspect the unit and document the damaged and missing parts on the Teardown and Recommended Repair Form, Exhibit "BB-2".(Teardown Report).
- B.00.21 Digital photographs of each unit, as received, and the damaged components will be taken by the Contractor and made part of the teardown report.
- B.00.22 All illegible or defective nameplates shall be replaced upon completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any testing, repairing and/or replacement of unit.
- B.00.23 The Contractor shall install a stainless steel or aluminum identification tag stamped with the Contractor's name, job number, and repair or replacement date to each back flow preventer housing. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be included as a part of the base cost of any repair or replacement work.
- B.00.24 The City reserves the rights to procure/purchase any and all parts that are quoted by the Contractor to be replaced. This includes, but is not limited to valves, seals and

other items of a back flow preventer unit.

- B.00.25 Any equipment removed from City property shall be documented on a City Equipment Release Form. The department requesting services shall provide the Form. The user department shall adjust the Form to reflect the required information pertaining to implementation of this Contract.
- B.00.26 The Contractor shall provide to the Director a list of the name (s) and location (s) of all shop (s) and subcontractors that will be used for specified repair work and obtain written approval prior to commencement of any work. If the Contractor plans to use any sub-contractor not on the list, the contractor shall obtain written approval from the CTR before subcontracting the work.
- B.00.27 All metal parts shall be checked for structural integrity and cracks using non-destructive testing. Structurally unsound or cracked parts shall be repaired or replaced as needed.
- B.00.28 Assembled backflow preventer units shall be tested for proper operation and test recorded on the City's Field Acceptance Tests Form, Exhibit BB-3 and reported to the City of Houston Water Production Cross-Connection Control Group on Exhibit BB-4, Back Flow Prevention Assembly Test and Maintenance Report form, with a copies to the Wastewater Operations Maintenance UDR. The unit shall pass all required tests.
- B.00.29 To be compensated for any repair or replacement services, the Contractor shall provide to the City a full set of repair/replacement records (including completed teardown reports (if necessary), work performed on the unit, and test run results for pressure, etc.) upon completion of the work.
- B.00.30 The Contractor shall establish and maintain records for the services performed, including repair and replacement works for at least three (3) years from the date when the unit passes acceptance inspection.
- B.00.31 The enclosed Exhibit BB-5, City of Houston Recommended Repair Estimate form shall be used for estimating cost, documentation of work, and invoicing on each back flow preventer reconditioning, repair or replacement work to be performed.
- B.00.32 Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job (including lunch and/or break time), and completion of each job. The documentation shall be punch card, time clock, shop-record or any other mutually agreed method. Original documents shall be furnished in the invoice package.
- B.00.33 The Contractor must be able to verify all hours charged for work performed. This will apply to work done by sub-contractors or the Contractor. Work performed at City Facilities must be supported with timecards and verification of this submitted with the invoices.
- B.00.34 The City shall be billed only for actual hours worked on City equipment whether at City Facility or at Contractor's Facility.
- B.00.35 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract at a later date. Subject to such audit, any overpayments shall be recovered from the Contractor.
- B.00.36 The price of parts supplied for this contract is the total cost of the item to the

Contractor plus any markup supported by documentation.

B.00.37 UDR and the Contractor's manager shall meet once a month to review the records of the completed works, works in progress, and any other matter related to this contract. Any discrepancies shall be resolved at the time and all backlogs shall be completed by the tenth of the following month.

B.01 REPAIR AND REPLACEMENT

B.01.01 The Contractor shall inspect, test, recondition and troubleshoot the units including accessories (sub-assemblies) of the units. If a unit is determined to be in need of repair, the Contractor shall perform the needed repairs and release/return the unit to Operation, unless the repair cost of the unit and/ or sub-assemblies exceeds seventy (70) percent of the cost for replacing it with a new item unit. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on an economic evaluation and various operational considerations.

B.01.02 The CTR must approve, in writing, the purchase of a new unit in lieu of repair.

B.01.03 Replacement unit shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same performance characteristic, capabilities and similar physical dimensions as the one being replaced and shall be of the "Highest Efficiency" back flow preventer available. Non-identical replacement shall be authorized in writing by CTR.

B.01.04 Contractor shall use the price in the Contract Fee Schedule under "Cost to Replace a Unit to invoice the replacement cost.

B.02 SPECIFIC TASKS AND SCOPE OF WORK

B.02.01 The UDR will notify the Contractor of the backflow preventer (s) to be inspected, and/or repaired and the Waste Water Facility where the device(s) is located. Upon request from the UDR and within ONE working day the contractor shall inspect the device at the specified Wastewater Treatment facility. Any repairs to be performed shall be done at City facility and the Contractor shall thereafter release/return the unit to Operation.

B.02.02 Where the testing, inspection, reconditioning, repair or replacement services require the water at the City Facility to be shut off or interrupted, the Contractor must give the UDR and designated operation personnel 5 working days notice of the interruptions. The Contractor must receive prior approval from the UDR for the shut off or interruptions in water supply. The Contractor will be liable for any damage to potable water equipment, lines, and plumbing fixtures resulting from any failure to comply with the instructions herein.

B.02.03 If the device must be repaired/removed/replaced, the contractor must make provision to continue the flow of potable water to the facility with minimal interruption and no damage to plumbing systems and fixtures. The Contractor is responsible for resuming potable water service in a manner to not cause damage to plumbing systems and fixtures. The Contractor shall be liable for any repairs and/or replacement resulting from such damage.

B.02.04 When repairing the backflow preventer at City location and additional parts and

services are needed, the Contractor shall notify the UDR and prepare a scope of the work within twenty-four (24) hours and submit it to the UDR for approval. The Contractor, upon receipt of approval, shall complete the repair of the device within two (2) working days or provide an acceptable alternative repair plan and schedule to the UDR and release/return the unit and potable water system to operation in accordance with the agreed schedule.

- B.02.05 The Contractor shall furnish all documentation to the UDR.
- B.02.06 Before disassembly of the unit, the Contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the unit and sub-assemblies. These photographs and any subsequent photographs of the unit and its parts shall be part of the repair record. During disassembly, the unit components and parts shall be inspected and any failure recorded/reported.
- B.02.07 If necessary, the Contractor shall disassemble back flow preventer units and clean all internal parts.
- B.02.08 The Contractor shall inspect all components of the unit and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications. If the manufacturer's data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- B.02.09 The Contractor shall inspect the unit and its external assembly for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.
- B.02.10 After physical inspection and documentation, the Contractor shall test the unit and certify the unit to be within OEM tolerances.
- B.02.11 After testing, certification, reconditioning, repair or replacement or insulation, the Contractor shall return the assembly to a condition in which it will reliably protect against back flow.
- B.02.12 After repair or replacement is performed, the backflow prevention assembly shall be field tested by a certified tester to ensure that the repair procedure has restored the assembly to the proper working condition.
- B.02.13 Should the contractor determine that it is not possible to repair the back flow prevention assembly, the assembly may need to be replaced. When replacing an existing assembly with a new one, it will be necessary to survey the application to ensure that the proper type of backflow prevention assembly is installed, tested and certified for the application.
- B.02.14 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather-protected environment.
- B.02.15 The tester is responsible for the accurate generation of the data, a correct assessment of the workings of each assembly tested. The contractor shall be responsible for the proper dissemination of the data to all necessary parties. The Contractor shall submit test results to the City of Houston Department of Public Works & Engineering, Regulatory Compliance Section of the Drinking Water Operations Branch **Water Production Cross-Connection Control Group** within fifteen (15) days of the tests being done, and provide copies to the UDR.

- B.02.16 Backflow prevention assemblies may need to be field tested more than annually. It may include, but not be limited to, immediately following initial installation; whenever an assembly is taken apart for repair or replacement; or whenever the assembly has been taken out of service and is returned to service.
- B.02.17 Replacement units shall be evaluated and confirmed, by the Contractor, to meet the acceptable industry standards and requirements of back flow prevention in potable water systems.
- B.02.18 The field test report will show that the device is operating accurately and meets the standards.
- B.02.19 The Contractor shall provide a repair record and report showing the condition of the unit upon inspection, the repair work done, field test results and certification.

B.03 STANDARD RESPONSE TIMES

- B.03.01 Contractor shall be accessible to the City via telephone during normal business hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.
- B.03.02 Contractor shall be available and accessible to the City via telephone to work overtime if requested by the UDR.
- B.03.03 Contractor shall be available and accessible to the City via telephone to work emergency if requested by the UDR.
- B.03.04 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. UDR shall coordinate the emergency and overtime work.

B.04 CONTRACTOR REQUIREMENTS

- B.04.01 The Contractor's technicians shall have a minimum of three (3) years experience in reconditioning, repair and replacement of backflow preventers of the size and type specified in this Agreement.
- B.04.02 Technicians must be have valid license from Texas Commission on Environmental Quality (TCEQ) for Backflow Prevention Testing and must be registered with the City of Houston Department of Public Works & Engineering Water Production Cross-Connection Control Group.
- B.04.03 Testers used by the Contractor must also possess valid license from TCEQ for Backflow Prevention Testing and must be registered with the City of Houston Department of Public Works & Engineering Water Production Cross-Connection Control Group, as a Back Flow Preventer Certified Tester.
- B.04.04 The Contractor shall be regularly engaged in testing, reconditioning, repairing or replacement of backflow preventers of the type and size specified in this Agreement. Contractor shall have at least one licensed Master Plumber who will supervise repair and replacement of backflow preventer works.
- B.04.05 The Contractor shall furnish the resumes and certifications of the technicians to the City prior to the award of this Agreement, and shall provide resumes and certifications for any new employees added from time to time, to provide the services on the backflow preventers. Such resumes and certifications must be provided prior to the new employees being assigned to provide the said services.

B.04.06 These requirements shall also apply to all of the sub-contractors who work for the Contractor.

B.05 ACCEPTANCE OF REPAIR AND REPLACEMENT

B.05.01 The UDR shall be notified of the repair and/or replacement field test, the recommended protection method and the certification of the device.

B.05.02 If a unit fails the required testing or corrective actions are made, the unit shall go through a new field test procedure before the unit is accepted.

B.05.03 If deficiencies are detected, the repair and/or replacement work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements and retest the unit.

B.05.04 The UDR shall then make an inspection of the device in question and verify operation of the device.

B.05.05 After the device is returned to operation, the Contractor shall prepare a "Back Flow Prevention Assembly Test and Maintenance Report form; Exhibit BB-4" and submit the ORIGINAL to the City of Houston, Department of Public Works & Engineering, Water Production/Systems Development located at 7000 Ardmore, Houston, Texas 77054-2302. A DUPLICATE shall be forwarded to the UDR.

B.05.06 The Contractor shall keep records and reports covering inspection, field test procedure results and certification, repair and replacement works on each unit for a minimum of three years.

B.05.07 The City shall NOT make any payment to the Contractor until ALL corrective actions are made, the unit repaired and/or replaced is accepted and the necessary ORIGINAL documentation involving testing and certification is provided to the City's Drinking Water Operations Branch and UDR.

B.06 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

B.07 LABOR RATE

The labor rate shall include ALL costs for a qualified person to work on and repair the City equipment including wages, all company benefits, transportation and company profits. Contractor will not be paid for itemized billing for travel time to and from work site.

B.08 ADDITIONAL SERVICES

B.08.01 Prior to commencement of any Additional Services," the Contractor shall submit a written proposal for approval by UDR describing the work to be done and include a good faith estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs.

B.08.02 THE Contractor shall perform Additional Services using the unit rates in the Contract Fee Schedule as specified for the type of service provided. If the Contract Fee Schedule does not cover the work the Contractor shall be paid on a cost reimbursable basis. Timing of any Additional Services shall be mutually agreed upon in writing between the UDR and the Contractor.

B.09 **WARRANTIES**

B.09.01 **Warranty of Services**

B.09.01.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.

B.09.01.2 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 the warranty 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.

B.09.01.3 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.

B.09.01.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

B.09.02 Contractor shall observe the highest standards of diligence and care in the performance of repair and/or replacement services and shall meticulously follow the standards and procedures required by the equipment manufacturer and any specifications mutually agreed upon by the Parties.

B.09.03 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.

B.09.04 The Contractor shall fully warrant its repair, replacement and installation of all parts, products and equipment for a minimum of twelve (12) months. The warranty period shall begin after a satisfactory test run and the day the City officially accepts the repaired and/or replaced unit.

B.09.05 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours after notification and shall be completed within ten (10) work

days unless the Contractor otherwise notifies the UDR in writing of a justification for the delay.

B.09.05.1 If the unit undergoing warranty work is out of service for more than ten (10) additional days, then the warranty period shall extend by the exact number of days the unit was out of service for warranty work.

B.09.06 During the warranty period ALL failed units shall be re-repaired or replaced at Contractor's expense if failure occurs under normal operating conditions or if the failure is due to faulty parts or negligence of the Contractor.

B.10 INVOICES

B10.00 Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationery with the original signed by an authorized agent of the company. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:

B10.01 City Contractor number, City Ordinance number, City Release number, and Contractor's Job Number.

B10.02 Contractor's name and address and where the service was performed.

B10.03 City equipment EI Number, and City Work Order Number.

B10.04 City Facility Number and address where equipment had been prior to service.

B10.05 Detailed description of services rendered.

B10.06 Description of Parts or Components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.

B10.07 Subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.

B10.08 Detail Labor hours and rates as stated in the "Fee Schedule" for work performed.

B10.09 City delivery and pickup tickets.

B10.10 Subtotal costs for Parts and Labor separately.

B10.11 Teardown and Recommended Repair form, Recommended Repair Estimate form, Field Acceptance Test form and Pressure Test results, Progress and Status Report form, and City of Houston Back Flow Prevention Assembly Test and Maintenance Report shall be submitted.

B10.12 Total invoice cost of the job.

B10.13 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.

B10.14 All unit prices for Labor and Parts shall be easily identified against the quoted contract pricing.

Mail invoices to Accounts Payable:
City of Houston, Accounts Payable
P.O. Box 61449
Houston, Texas 77208-1449.
Attention: Craig Foster

B.11 ADDITIONS & DELETIONS:

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

B.12 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 backflow preventers certification, testing, 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.

B.13 Minimum Wage:

13.01 Contractor shall pay all employees the existing minimum wage as authorized by the United States Department of Labor and sanctioned by the United States Congress.

13.02 If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request (s) for increase in the Contract Fees to the City Purchasing Agent for consideration, provided such request is accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries* were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

*Subject to the minimum wage l

14.0 INTERLOCAL AGREEMENT:

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

15.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

15.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

Section BB Locations

FAC #	FACILITY	ADDRESS	SIZE	MFGR	MODEL	SERIAL #	TESTED	RESULTS	KEY MAP	LOCATION
1	3	Aiton Village LS	1"	Wilkins	975XL	489557			491B	left side of entrance gate
2	5	Alameda Sims SLG	2"	Wilkins	975XL	822205			572S	west lift station inside building
3	5	Alameda Sims SLG	8"	Febco	825YD	9506021532			572S	at main gate into plant
4	7	Asbury LS	3/4"	Febco	825Y	BJ3793			492L	front of entrance gate beside facility building
5	8	Ashville LS	3/4"	Febco	825Y	A88E1013			573F	next to light post
6	13	Belmont LS	2"	Febco	765	AB1380			533M	inside fence
7	14	Bering Dr. LS	3/4"	Febco	825Y	A051539			491P	south of door to station
8	15	Blitliff LS	3/4"	Febco	825Y	A039000			530H	left of gate
9	22	Bretshire #2 LS	3/4"	Wilkins	975XL	297555			455A	by building
10	26	Brock LS	1"	Febco	825Y	BC9299			534G	in vault in front of plant
11	31	Carvel Lane LS	3/4"	Febco	825Y	R13816			530M	left side of gate in hot box
12	33	Woodway #2 LS	1 1/2"	Febco	825Y	A051712			490R	left side of entrance gate
13	34	Chatwood LS	1"	Febco	825Y	RK8269			455H	west corner of station
14	35	Cherry Street LS	1"	Conbraco	40205A2	BR252			454S	northwest corner of station
15	39	Chocolate Bayou WTP	4"	Febco	825Y	9502130616			574J	at meter vault at Martin Luther King
16	40	Clinton Park WTP	3/4"	Wilkins	975XL	419946			495U	right corner of plant behind control room
17	45	KIAM Cottage Grove LS	1"	Febco	825Y	A047638			492C	left hand corner front of gate
18	53	Chimney Rock #2 LS	3/4"	Febco	825Y	A007557			571K	inside gate
19	59	Easthaven WTP	3"	Febco	860RP	9702041408			575G	by water meter
20	69	Ferguson Way LS	3/4"	Wilkins	975XL	296486			412N	by station building inside
21	77	Fondren #2 LS	3/4"	Febco	825Y	A007547			570H	inside gate
22	80	Willie LS	3/4"	Febco	825Y	A15441			414X	by wet well in box
23	83	FWSD #23 WTP	2"	Watts	909	N/A			455F	just inside gate
24	83	FWSD #23 WTP	4"	Watts	909	165034			455F	front lawn
25	86	Garden Villas LS	3/4"	Febco	825Y	A004004			534Z	left of gate
26	88	Gessner #2 LS	2"	Febco	825Y	BA8289			490W	inside fence on left up in air
27	91	Ambrose LS	3/4"	Conbraco	40204A2	CZ777			572P	
28	92	Fairway LS	3/4"	Conbraco	40204A2	V2447			534M	to left inside station
29	94	Grand Blvd. LS	3/4"	Febco	825Y	A003997			533F	inside gate next to building
30	99	Gulfton LS	3/4"	Febco	825Y	A051560			531B	right side of gate
31	100	Southeast sludge	3/4"	Wilkins	975 XL	1494543			535R	transfer station
32	103	Kellogg LS	3/4"	Febco	825Y	A229259			535E	**see SO#8505 for directions - pump station building
33	104	Haviland LS	3/4"	Febco	825Y	H21602			570H	inside fence on left in hot box
34	107	Homestead WTP	6"	Watts	909	241663			455N	front of plant

35	108	Hudson Ct. LS	9100 Briar Forest	1 1/2"	Febco	825Y	A051713	490P	right side of entrance gate
36	115	Knollwood LS	9000 1/2 S. Main	1"	Watts	909	430420	532W	back of plant
37	116	Knox LS	8200 Knox	3/4"	Wilkins	975XL	457719	412T	right side of entrance gate inside
38	124	N Houston - Rosslyn LS	9309 N Houston-Rosslyn	1 1/2"	Watts	909	285796	411N	by station building
39	131	Market Street #1 LS	7909 1/2 Market St.	1/2"	Wilkins	975XL	836113	495F	behind dorsett station
40	133	Beekman LS	5210 Albemarle	3/4"	Watts	009M2QT	144639	534F	inside hot box
41	137	S. Braeswood #1 LS	5502 S. Braeswood	1"	Febco	825Y	A047641	531T	right side of gate
42	145	Northwest WTP	5423 Mangum Rd.	2"	Watts	909	205210	451C	inside chemical building
43	145	Northwest WTP	5423 Mangum Rd.	1"	Watts	909	251035	451C	inside chemical building
44	145	Northwest WTP	5423 Mangum Rd.	6"	Watts	909	243925	451C	left hand side of yard next to road
45	145	Northwest WTP	5423 Mangum Rd.	3"	Watts	909	173358	451C	inside control area for chlorination NEW
46	145	Northwest WTP	5423 Mangum Rd.	2"	Febco	765	H006845	451C	left side near road
47	146	Northeast WTP	655 Maxey Rd.	3"	Watts	909	172977	496C	right through gate on left NEW
48	150	Findlay LS	8542 Findlay	3/4"	Watts	909	467734	535K	by old pump station inside
49	151	Parker St. LS	2007 Parker St.	1"	Febco	825Y	A047667	492H	in corner left side
50	152	Peerless LS	6929 Peerless	3/4"	Conbraco	40204A2	DD985	533K	inside gate in hot box
51	157	Daugherty LS	1808 Daugherty	1"	Wilkins	975XL	489542	495N	near front gate
52	170	Saddle Brook LS	10040 Memorial Dr.	2"	Wilkins	975XL	433960	491B	left side of entrance by light pole
53	171	Sagamont WTP	11700 Sagaeorbor	3"	Febco	860	F031111907	576Y	west side of plant by fence / REPLACED 1/28/04
54	171	Sagamont WTP	11700 Sagaeorbor	4"	Febco	825YD	9703141424	576Y	front gate of plant
55	171	Sagamont WTP	11700 Sagaeorbor	1"	Watts	800M4	330675	576Y	in front of bisulfide tanks middle of field
56	171	Sagamont WTP	11700 Sagaeorbor	2"	Wilkins	720A	N/A	576Y	to right of bleach tanks back of plant
57	171	Sagamont WTP	11700 Sagaeorbor	2"	Febco	765	AB7718	576Y	behind operator building
58	172	Scott #1 LS	3100 Scott	2"	Febco	765	AB1156	493Z	sprinkler - northwest corner of station
59	172	Scott #1 LS	3100 Scott	1 1/4"	Watts	909M1QT	319037	493Z	control room
60	172	Scott #1 LS	3100 Scott	1 1/4"	Watts	909M1QT	319033	493Z	control room
61	173	Scott #2 LS	8123 1/2 Scott	3/4"	Conbraco	40204A2	77641	533Y	southwest corner of lift station
62	182	Sims Bayou SLG	9500 Lawndale	8"	Watts	709	321240	536E	in fire main in vault
63	182	Sims Bayou SLG	9500 Lawndale	6"	Febco	860	9909221241	536E	portable meter vault
64	182	Sims Bayou SLG	9500 Lawndale	3/4"	Watts	909	496104	536E	by bleach pit
65	182	Sims Bayou SLG	9500 Lawndale	2"	Conbraco	40208A2	CR642	536E	back of plant on right
66	182	Sims Bayou SLG	9500 Lawndale	2"	Watts	800M4	11520	536E	near maintenance building
67	186	N. MacGregor-Way #3 LS	4370 N. MacGregor-Way	3/4"	Febco	825Y	A003999	533G	left side of lift station
68	188	N. MacGregor-Way #1 LS	2000 N. MacGregor-Way	2"	Febco	825Y	A053441	533A	in concrete box behind building
69	189	Southeast WTP	9610 Kingspoint	4"	Watts	909	165570	576W	at meter vault
70	189	Southeast WTP	9610 Kingspoint	3/4"	Conbraco	40204A2	R3675	576W	at bleach house
71	189	Southeast WTP	9610 Kingspoint	3/4"	Watts	909	316117	576W	in front of office
72	190	Southwest WTP	4211 Beechnut	1 1/2"	Febco	825Y	BG5075	531P	front of bisulfide building
73	190	Southwest WTP	4211 Beechnut	8"	Watts	909	626461	531P	potable water pump station NEW

74	190	Southwest WTP	4211 Beechnut	2"	Watts	909	401128			531P	across bridge in plant @ right
75	190	Southwest WTP	4211 Beechnut	3"	Watts	909	130857			531P	rear of air instrument compressor building
76	190	Southwest WTP	4211 Beechnut	2"	Watts	909	403275			531P	south odor control
77	190	Southwest WTP	4211 Beechnut	6"	Febco	860	9812011320			531P	center of plant
78	193	Windswept LS	9667 Windswept Lane	1"	Watts	9	165070			490W	inside gate on left side
79	196	Theta LS	2326 Theta	3/4"	Conbraco	40204A2	AR984			576E	far right inside station
80	197	Gessner #1 LS	118 Gessner	2"	Febco	825Y	ASSE1013			490J	right side of entrance fence
81	199	Tidwell #1 LS	7406 Tidwell & Pembroke	3/4"	Wilkins	975XL	445646			455A	between wet well & MCC inside
82	201	Turkey Creek WTP	1147 Enclave Parkway	6"	Febco	860RP	9701091436			488L	right side plant in woods close to meter
83	201	Turkey Creek WTP	1147 Enclave Parkway	3"	Febco	860RP	9612031402			488L	front of sodium tank @ right of plant
84	201	Turkey Creek WTP	1147 Enclave Parkway	2"	Watts	909	85433			488L	left side of entrance gate on left
85	201	Turkey Creek WTP	1147 Enclave Parkway	1"	Febco	825Y	182853			488L	behind office
86	203	Janisch Rd. LS	342 Janisch	1"	Febco	825Y	111095			453E	west of valve pit
87	205	South Point LS	10365 Gulf Palms	3/4"	Conbraco	40204A2	AS001			576Q	left hand side of chlorine building
88	207	West Court Dr. LS	2 West Court Dr.	3/4"	Wilkins	975XL	297773			535L	south side of station inside
89	212	Wheeler LS	3537 Wheeler	3/4"	Febco	825Y	B13952			535C	next to panel box
90	215	Wingtip LS	9555 Wingtip	3/4"	Wilkins	975XL	470361			575P	to left inside station
91	220	5th Street LS	212 5th St. W. (Yale & 5th)	3/4"	Febco	825Y	A14411			492D	right side of entrance gate
92	221	Banner Rd. LS	4072 1/2 Banner Rd.	3/4"	Watts	909	423514			455Y	near front gate
93	223	MUD #123 WTP	12010 W. Belfort	3/4"	Watts	909	482109			529X	left of entrance gate
94	225	WCID #47 WTP	7410 Old Galveston Rd.	3"	Febco	825YD	9502101403			576F	left of front entrance next to fence
95	226	WCID #51 WTP	4900 Gallagher	3/4"	Watts	909	496107			572N	back of plant by wash down
96	230	WCID #073 LS	11510 FM 1960 E.	3/4"	Wilkins	975XL	467634			339N	right side of entrance gate inside
97	237	West District WTP	12901 Hermitage	2 1/2"	Febco	825YD	9503020631			489L	rear of plant next to gate
98	237	West District WTP	12901 Hermitage	6"	Watts	909	240740			489L	at front of plant
99	238	Int. Airport WTP	2450 Rankin Rd.	1 1/2"	Watts	909	82881			379H	right side of second gate to plant
100	238	Int. Airport WTP	2450 Rankin Rd.	2"	Febco	825Y	263497			373H	right side of first gate to plant
101	240	Greenridge WTP	6301 W. Fuqua	4"	Febco	825YD	9906071320			571W	belt press room
102	240	Greenridge WTP	6301 W. Fuqua	4"	Febco	825YD	9906071321			571W	in field in front of sewer plant
103	242	Beltway WTP	10518 Bellaire	8"	Febco	860	9903191320			529F	in front of gate on left side of road
104	243	MUD #203 WTP	1215 Gears Rd.	4"	Hersey	6CM	91887			372P	100 yds. in center of plant
105	244	Cedar Bayou WTP	2804 Huffman Eastgate	6"	Watts	909	240284			339G	just inside entrance on right in vault
106	244	Cedar Bayou WTP	2804 Huffman Eastgate	1"	Febco	825Y	9047627			339G	just inside entrance on right in hot box
107	245	Park Ten MUD WTP	16500 Park Row	4"	Watts	909	168039			447X	left side of front gate
108	247	Braes MUD LS	3840 S. Eldridge Pkwy.	1 1/2"	Febco	825Y	B12084			488T	right side of gate
109	250	Keegan's Bayou WTP	9400 White Chapel Ln.	4"	Hersey	6CM	71116			530S	next to chemical building
110	250	Keegan's Bayou WTP	9400 White Chapel Ln.	8"	Hersey	6CM	112783			530S	water entry
111	250	Keegan's Bayou WTP	9400 White Chapel Ln.	6"	Febco	860	F0401080954			530S	by sodium hypochlorite
112	252	Northbell WTP	14506 Smith Rd.	4"	Febco	825YD	9907121340			375W	rear of plant next to clarifier building

13	268	Imperial Valley WTP	15600 Rock House	3"	Febco	825YD	20696	373W	front left corner of plant next to meter
14	268	Imperial Valley WTP	15600 Rock House	2"	Febco	825YD	BH2136	373W	in rear of plant behind green building
15	268	Imperial Valley WTP	15600 Rock House	3/4"	Watts	909qt	451681	373W	By sodium bisulfite tank
16	270	Northgate WTP	303 Benmar	3/4"	Watts	009M3QT	177459	372R	rear of plant on left
17	270	Northgate WTP	303 Benmar	4"	Febco	825YD	9501261414	372R	200' north of gate next to meter vault
18	272	Berkley LS	2518 Berkley	3/4"	Febco	825Y	AA5887	535J	right side of gate next to concrete slab
19	274	White Oak WTP	7103 Gulf Bank Rd.	2"	Febco	825Y	BH2093	410Q	at Gulf Bank Rd. behind address sign
20	277	WCID #94 LS	7120 Imperial Pt.	2"	Wilkins	975XL	589372	529L	north of panel box inside station
21	279	WCID #111 WTP	10601 Huntington Point	6"	Watts	909	162877	528V	left side of plant in front of bleach tanks
22	279	WCID #111 WTP	10601 Huntington Point	2"	Watts	909	155961	528V	left side of plant in front of back fence
23	279	WCID #111 WTP	10601 Huntington Point	3/4"	Febco	825Y	AG2097	528V	behind chlorine building
24	283	Sims South WTP	3013 Old Galveston Rd.	2"	Watts	909	227268	535L	between awning and metal building
25	283	Sims South WTP	3013 Old Galveston Rd.	2"	Watts	909	305764	535L	in maintenance shop 10' up
26	283	Sims South WTP	3013 Old Galveston Rd.	3"	Febco	825YD	9501271258	535L	behind electrician building
27	284	Iroquois LS	12903 Iroquois	3/4"	Febco	825Y	A060734	413Q	north of front gate inside
28	285	Northborough WTP	13131 N. Freeway	3/4"	Watts	909	316288	372L	front of plant on right
29	285	Northborough WTP	13131 N. Freeway	2"	Febco	825Y	BH2145	372L	at service riser
30	286	Upper Braes Bayou WTP	13525 Old Westheimer	3/4"	Febco	860	H09611	529A	next to sodium tanks in rear of plant NEW
31	286	Upper Braes Bayou WTP	13525 Old Westheimer	3/4"	Watts	909	316113	529A	rear center of plant @ wash down area
32	286	Upper Braes Bayou WTP	13105 Old Westheimer	6"	Watts	909	241672	529A	north of STP
33	286	Upper Braes Bayou WTP	13525 Old Westheimer	6"	Watts	909	241654	529A	just inside south gate
34	286	Upper Braes Bayou WTP	13105 Old Westheimer	4"	Watts	909	186847	529A	close to head works
35	302	Belle Park #1 LS	7615 Belle Park Dr.	3/4"	Febco	825Y	A14388	529K	inside station front north
36	311	Dollywright LS	1825 1/2 Dollywright	3/4"	Wilkins	975XL	295574	412S	right side of wet well inside
37	313	Gilpin LS	300 Gilpin	3/4"	Wilkins	975XL	467642	576F	just inside
38	319	Wickchester LS	11807 Wickchester	2"	Conbraco	40208A2	BL086	449W	right side of fence when you unlock gate in front
39	327	Green River Dr LS	8927 Green River Dr North	1"	Febco	825Y	H02716	455 H	
40	336	Scarsdale LS	12501 Scarsdale	1 1/2"	Wilkins	975XL	519487	616G	to the right inside station
41	337	Scott #3 LS	10718 1/2 Scott	2"	Watts	009	75358	573G	northeast corner of station - right side of gate
42	340	Kirkwood #3 LS	1235 S. Kirkwood Dr.	2"	Conbraco	40208A2	DL338	489S	north by check valve box by inside fence
43	351	Gulf Bank Rd. #1 LS	5400 W. Gulf Bank Rd.	3/4"	Wilkins	975XL	297554	411Q	between gate & MCC inside
44	354	John Alber Rd. LS	621 John Alber Rd.	3/4"	Febco	825Y	A060735	413T	east of front gate inside
45	374	South Richey LS	3329 1/2 S. Richey	3/4"	Conbraco	40204A2	48794	536S	southwest side inside station
46	384	Market St. #2 LS	13400 Market	3/4"	Febco	825Y	A004019	497E	front gate of station
47	387	Walden Place	855 Canino Rd.	3/4"	Febco	825Y	H15725	413U	Added to contract 11/2004
48	395	MUD 107 LS	13702 Trailville Dr.	3/4"	Watts	909QT	599339	488F	right of lift station
49	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	825Y	BH2225	617C	front of plant
50	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04269	617C	left of entrance gate
51	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04283	617C	entrance gate by storage tank on left

32	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04278		617C	behind sodium tanks
33	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04290		617C	by hypochlorite tank to the left
34	398	Weslway MUD WTP	10273 Genard	2"	Febco	825Y	A220721		450A	right side of entrance gate
35	399	Clinton Drive #2 LS	4309 Clinton Dr.	2"	Watts	909	201652		494K	SE corner behind office building
36	400	69th St. WTP	2525 Macario Garcia	8"	Febco	825YD	9506021617		494R	in front of dryer building east side of gate
37	400	69th St. WTP	2525 Macario Garcia	4"	Febco	825YD	950303653		494R	front entrance main gate
38	400	69th St. WTP	2525 Macario Garcia	1 1/2"	Watts	909	361212		494R	booster pump room by 8" BFD
39	400	69th St. WTP	2525 Macario Garcia	1 1/4"	Watts	909	338680		494R	sludge maintenance building by 8" BFD
30	400	69th St. WTP	2525 Macario Garcia	2"	Watts	909	359934		494R	hot water flush --3rd floor west end
31	400	69th St. WTP	2525 Macario Garcia	6"	Conbraco	4-10CO	NG729		494R	sludge maintenance building by 8" BFD-fire line
32	400	69th St. WTP	2525 Macario Garcia	2"	Febco	825Y	158633		494R	by bleach tank
33	400	69th St. WTP	2525 Macario Garcia	2"	Febco	825Y	RH2208		494R	sodium hypochlorite
34	409	East Houston LS	8440 Atwater	3/4"	Febco	825Y	A067565		455Q	near front gate
35	411	Maxey Road LS	909 Maxey Road	2"	Febco	825Y	AA8177		496G	near front gate
36	422	Qualiglen LS	17134 Qualiglen	3/4"	Febco	860	H08566		610G	inside gate
37	423	Qualiview LS	8500 Qualiview	3/4"	Febco	860	H08570		610C	inside gate
38	436	Tautenhahn Road LS	5501 1/2 Tautenhahn Rd.	3/4"	Febco	825Y	A198961		414V	inside gate to left
39	439	Hempstead Road #2 LS	14926 1/2 Hempstead Rd.	3/4"	Febco	825Y	A038976		410S	left side of gate inside
70	444	Belvedere LS	4925 1/2 Belvedere	3/4"	Febco	825Y	A229280		534E	left of gate
71	445	N. Eldridge LS	608 Eldridge Rd., N.	1 1/2"	Febco	825Y	202844		488G	right side of fence inside
72	452	MUD 58 WWTP	22405 Loop 494	3"	Febco	860	0004280910		296W	chlorination
73	456	Chanute LS	18550 Chanute	3/4"	Watts	909QT	391116		373H	by building
74	457	Songwood LS	1900 John Ralston Rd.	3/4"	Febco	825Y	002994		496F	near front gate
75	459	Eddington LS	1425 Eddington	3/4"	Febco	825Y	R14002		494T	south side of station
76	461	Homesstead LS	10939 Homesstead	3/4"	Febco	825Y	414187		414V	front of control building
77	462	Scotts Point LS	130 1/2 N. Deer Lake Rd.	3/4"	Wilkins	975XL	297557		338L	left side of entrance gate inside
78	463	Southridge LS	10038 Radio Rd.	3/4"	Conbraco	40204A2	V2458		575M	next to panel box inside station
79	464	Hopper Road LS	5715 1/2 Hopper Road	3/4"	Conbraco	40204A2	Y6994		414R	northwest corner
80	465	Maple Leaf LS	11505 Maple Leaf	3/4"	Conbraco	40204A2	Y7002		414R	northwest corner
81	466	Ardmore LS	7750 Ardmore	1"	Watts	909	423677		533K	right side of gate in hot box
82	469	Willowbrook WTP	7101 Greens Rd. West	8"	Conbraco	20E02	N5546		370K	behind office building
83	470	Foxton LS	13106 Foxton	3/4"	Watts	009M2QT	81628		574Q	left corner of station
84	472	Blue Bell LS	501 Blue Bell	3/4"	Wilkins	975XL	445725		412H	by MCC inside
85	475	Addicks LS	13200 Old Katy Rd.	1 1/2"	Wilkins	975XL	296019		488C	right side 7 1/2' from electrical panel box
86	476	Gulf Palms LS	11614 1/2 Dumas	1"	Wilkins	975XL	629759		576R	to the right just inside station
87	477	Genoa LS	9900 Koenig	1"	Wilkins	975XL	629756		576R	to right in station
88	478	Telean LS	6640 Telean	3/4"	Watts	009M2QT	80415		574R	right side of gate
89	479	Briar Forest LS	13031 Briar Patch	3/4"	Watts	909	423527		488M	north inside station
90	480	Will Clayton LS	18095 Lee Road	3/4"	Watts	909	396673		375A	by station building

31	481	Segrest LS	13550 1/2 Segrest	1 1/2"	Watts	009M2QT	50970	573L	to left inside station / 1/10/2003
32	485	WCID 76 WWTP	13535 River Trail	2"	Febco	825Y	A003003	415J	inside gate by shower by chlorine building
33	498	Tidwell Timbers	10545 Tidwell	2"	Watts	009	166912	456B	right of entrance gate
34	529	Hall Park #1 LS	4210 Langley	3/4"	Watts	909	428859	414Y	left side of entrance gate inside
35	530	Hall Park #2 LS	10500 Peach	3/4"	Watts	909	428868	414Y	left side of entrance gate inside
36	532	Ballantine LS	10590 Ballantine	1"	Conbraco	40205A2	CK632	575P	near bridge inside building
37	533	Bordersville LS	19409 Sears	3/4"	Wilkins	975XL	N/A	335S	right side of gate inside
38	534	West Oak Meadows LS	1200 Oak Meadows	3/4"	Febco	825Y	A27636	436N	back of plant
39	536	Zachary LS	113 Zachary	1"	Watts	009QT	21520	495U	near front gate
40	539	Rancho Bauer LS	549 1/2 Rancho Bauer	2"	Conbraco	40208A2	BL088	489J	left side of entrance gate
41	539	Rancho Bauer LS	549 1/2 Rancho Bauer	1 1/2"	Febco	765	AB7512	489J	
42	540	Scott St. WWF	4728 Star Way	8"	Watts	909MI	624133	534B	outside entrance gate on left hand side
43	542	Parker Rd. LS	2608 Parker Rd.	1"	Febco	825Y	A062084	414W	by chemical tanks
44	544	Heights LS	248 Heights	1"	Febco	825Y	A047812	493E	in corner on left
45	545	Alief Central LS	12950 A Skymeadows	1"	Febco	765	FB4545	488Z	north corner outside sprinkler
46	546	Post Oak Lane/Galleria LS	333 1/2 N. Post Oak	2"	Conbraco	40208A2	CH285	491D	inside station front by gate
47	547	Cliffwood LS	11309 Cliffwood	3/4"	Febco	825Y	A047639	571D	inside gate
48	554	Northcourt LS	8175 Northcourt	1"	Watts	009QT	21517	410Y	right side of entrance gate
49	555	Spottswood LS	11200 Spottswood	3/4"	Febco	825Y	A060725	415N	left of entrance gate inside
50	556	Tamworth LS	10901 1/2 Tamworth	1"	Wilkins	975XL	489586	415S	left of entrance gate next to inside panel box
51	560	Bretshire #1 LS/WWF	6920 Bretshire	6"	Febco	825YD	9603191332	454D	water tank
52	561	Belmont Force Main Sta. LS	4470 N. MacGregor	2"	Febco	825Y	A1041734	534E	
53	567	Northside WWF	100 Japhet	8"	Febco	860	9704111353	494L	left of entrance gate #2219
54	585	Mosher LS	1818 Mosher	2"	Febco	825Y	13778	412k	by meter at fence
55	585	Mosher LS	1818 Mosher	3/4"	Febco	860	H03726	412k	at tanks
56	WP	Gulf Meadows	11030 Gulfdale	2 1/2"	Febco	825YD	9502160651	575X	in park at entrance road to plant
57	WP	City of Spring Valley	1200 Adkins	8"	Cla-Val	RP8LW	9712081338	490C	left side of road north of bridge
58	WP	Tastfield Water District	3100 Vivian @ Warren	6"	Cla-Val	RP8LW	9809111254	414T	right side of road in box
59	WP	Tastfield Water District	3100 Vivian @ Warren	4"	Cla-Val	RP8LW	9806261224	414T	right side of road in box by-pass
60	WP	Galena Park	12401 Strick Lane	6"	Febco	880	9907131244	496Q	corner of Dunaway & Strick Lane
61	WP	Galena Park	12401 Strick Lane	6"	Febco	860	9909221242	496Q	corner of Dunaway & Strick Lane
62	WP	Brittmoore MUD	6707 Brittmoore Road	8"	Febco	880V	9811201230	409U	northeast corner W. Little York
63	WP	Pine Village No PUD	5800 Hamil Road	6"	Febco	880V	99061811229	414H	left side of road in box off Homestead & Hamil
64	WP	Harris Co MUD #321	700 Greens Crossing Blvd.	10"	Febco	825YD	9912021431	372U	dead end of Greens Crossing on left
65	WP	Harris Co MUD #321	700 Greens Crossing Blvd.	10"	Febco	825YD	9906151427	372U	dead end of Greens Crossing on left
66	WP	Pine Trail Water Co.	13800 Edenglen Dr.	10"	Febco	860	9908057338	456R	left side of street
67	WP	Fort Bend MUD #45	17413 Edgehaven Dr.	8"	Febco	860	9907191359	610G	end of Edgehaven Dr. in field on left
68	WP	Bissonnet MUD	13000 Shannon Hill	10"	Febco	880V	9908251315	528R	right side of road
69	WP	Harris Co MUD #118	8000 Streamside Blvd.	6"	Febco	880V	9907301400	411Q	front of apt. in hot box

30	WP	Harris Co MUD #191	7495 Willow Chase Blvd.	10"	Febco	880V	9908251316	370E	right side of road at dead end
31	WP	Greens Parkway MUD	1700 Rankin Road	6"	Febco	880V	9904301432	373L	south side of road west of Air Center
32		Wastewater Operations	4545 Groveway	1 1/4"	Febco	765	49271	534L	west side of building in flower bed

BACKFLOW DEVICES DUE FOR TESTING									
WATER PRODUCTION, SERVICED BY WASTER WATER OPERATIONS UNDER THIS CONTRACT									

Fac #	Backflow devices that have been replaced:								
193	Windswept LS	9667 Windswept Lane	2"	Febco	825Y	BK5272	490W	BFD removed form service	
270	Nortigate WTP	303 Benmar	3/4"	Conbraco	40204A2	L0897		replaced with Watts	
250	Keegan's Bayou WTP	9400 White Chapel	6"	Hersey	6CM	112627		Replace with Febco 860	
Fac #	Backflow devices that have been removed from service:								
398	Westway MUD WTP	10273 Genard	2"	Febco	825Y	BH3604	450A	removed per Brenda Wilson	
190	Southwest WTP	4211 Beechnut	3/4"	Watts	909	430829	531P	top vaporization tanks on right	
190	Southwest WTP	4211 Beechnut	3/4"	Watts	909	430837	531P	top vaporization tanks on right	
Fac #	Backflow devices at plants that are no longer in operation:								
397	Metro Central WTP	12815 Old Galveston Rd.	2"	Wilkins	975XL	433952	617C	Plant no longer in use	
473	Mitchell LS	602 Mitchell	3/4"	Wilkins	975XL	445578	413P	Plant no longer in use	
Fac#	Backflow devices added								
268	Imperial Valley WTP	15600 Rock House	3/4"	Watts	909qt	451681	373W	By sodium bisulfite tank	

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for BACKFLOW PREVENTERS CERTIFICATIONS, TESTING & REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city 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. LOCATION LIST/ETC. (IF APPLICABLE)
- * 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. 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

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 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.

5.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

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 manufacturers 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 Mayor's Office of Business Opportunity (MOBO) and will comply with them.

- 9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

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 Office of Business Opportunity 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.
- 1.2 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

- 1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.
- 1.4 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

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 \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the 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 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

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

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a

written notice to the Director describing the default and the proposed termination date.

- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

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

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

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

2.0 FORCE MAJEURE

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

3.0 SEVERABILITY

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

4.0 ENTIRE AGREEMENT

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

5.0 WRITTEN AMENDMENT

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

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

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

7.0 NOTICES

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

8.0 NON-WAIVER

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

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

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's

compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

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

12.0 SURVIVAL

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

13.0 PARTIES IN INTEREST

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

14.0 SUCCESSORS AND ASSIGNS

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

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

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

16.0 REMEDIES CUMULATIVE

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

17.0 CONTRACTOR DEBT

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

EXHIBIT A
[DEFINITIONS]

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

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

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

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

"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)