

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 COMPLETE VISUAL AND OPERATIONAL INSPECTION:

[To exclude Annual Certification inspections needed per ANSI/SIA A92.6 & A92.5 Sections.]

- 1.1 The Contractor shall provide all equipment, labor, materials, parts, supervision, tools and transportation necessary to perform a complete visual and operational inspections and preventative maintenance on various types of aerial devices and bucket trucks listed in Exhibit B-2.
- 1.2 Visual/operational inspections shall be performed in compliance within all federal and state regulations and manufactures specifications. Visual/operational inspections shall include, but will not be limited to, the turret, pedestal, rotation bearing and system, boom(s), boom pins and bushings, hydraulic cylinders, pumps, valves, baskets, power take off, outriggers, stabilizer bar, stabilizing components, placards and any and all other components and/or attachments which may affect the operation and/or safety of said aerial devices/bucket trucks. A visual/operational inspection is in conjunction with a preventive maintenance schedule.
- 1.3 The visual/operational inspections are to be performed on the City of Houston premises, at our convenience, by highly qualified SNT-TC-1A technician. Upon completion of the visual/operational inspections and prior to leaving the premises, the inspector shall provide a full written report of each unit tested, shall fully interpret and analyze the results with the appointed City representative, and an inspection placard shall be affixed to the unit.

2.0 REPORTS FOR REPAIRS:

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

3.0 WARRANTY:

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

3.1 Completion of Repairs/Warranty Repairs:

- 3.1.1 The Contractor shall state on the estimate form the total turnaround time for the repairs, after the authorization to proceed is given by "Fleet Maintenance Outside Service Section." Completion of repairs/exchanges and/or warranty returns shall not exceed ten (10) business days from approval of authorization by the Fleet Maintenance Outside Service Section, unless the extension is approved by the section.
- 3.1.2 The completion of repairs/exchanges or warranty returns exceeding the ten-business-day turnaround time shall have a \$50.00 liquidated damages charge for each day it exceeds the ten business days turnaround time for repairs. This amount shall be deducted from the Contractor's invoice for services rendered. In cases where the completion date has exceeded the ten-business-day turnaround time, the vendor shall present in writing to the Fleet Manager justification for the delay. If that delay is caused by circumstances beyond the control of the Contractor, the department shall, at the discretion of the Outside Service Section Fleet Manager, waive or adjust the \$50.00 per-day liquidated damages.
- 3.1.3 The Contractor shall not have more than 10 percent (10%) of the repairs come back for warranty repairs completed within a 12-month period. If this number is higher than ten percent, the Contractor shall meet with the Fleet Manager to determine the cause of the problems. A written report shall be required from the Contractor detailing the problems and shall specify what action shall be taken by the Contractor in the future, as to prevent those problems from recurring.
- 3.1.4 Equipment repairs shall be inspected at the time the equipment is delivered to the Fleet Maintenance Outside Service Section for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment shall be rejected and the Contractor shall be required to make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) shall not be made until the corrective action is made, and the equipment re-inspected and accepted. If the equipment is accepted after delivery and rejected because of deficiencies, it shall be the Contractor's responsibility to make the necessary corrections, per warranty stipulations.

4.0 LOCATION AND TIME:

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

Section for approval before work is started. The Fleet Maintenance Department manager shall send the approved authorization back to the Contractor authorizing the work to be performed, according to the submitted estimate. Any unforeseen repairs not on the original estimate should be submitted as a supplement of the original to the Fleet Maintenance Department manager, where the manager shall meet the Contractor for inspection and approval for the supplement estimate.

5.0 PREVENTIVE MAINTENANCE:

- 5.1 The Contractor shall be required to perform maintenance repairs in accordance with items as specified by the manufacturers' specification on an as-needed basis. All requirements referred to in Paragraph 5.2 shall be strictly adhered to. Preventive maintenance procedures shall be performed within a three (3) day time period. For special circumstances requiring more time, refer to Section 4.0 in Exhibit "B."
- 5.2 The Contractor shall maintain accurate preventive maintenance and repair records for each aerial device/bucket truck by referencing the City of Houston unit number. This information shall include, but shall not be limited to, the manufacturers' vehicle identification number, make, model, and serial number. The Contractor shall be required to advise the City of Houston user department when each unit is due for annual inspection. The Contractor shall set up a schedule for all preventive maintenance repairs by unit number. All estimates for visual/operational inspections and preventive maintenance procedures shall be submitted in accordance with Section 2.2 in Exhibit "B."

6.0 VISUAL/OPERATIONAL INSPECTIONS & MAINTENANCE REPAIRS REQUIREMENT:

- 6.1 The following specifications shall be covered in the preventive maintenance visual/operational inspection and service repairs of each unit. Any updated attachments or components which may affect the operation or safety of an aerial device to include, but not limited to manufacturers' specification, shall be included in the preventive maintenance program. The apparent silence to or omission from these specifications shall not be interpreted as no requirements to perform a visual/operational inspection and/or maintenance procedure that would normally be required, and shall not be permitted. (These visual/operational inspections shall be performed during the preventive maintenance program.)
 - 6.1.1 A visual inspection shall be made to ensure that all operational, safety, warning decals and placards are legible and in place. Any discrepancies shall be corrected in compliance with ANSI (American National Standards Institute), and all manufacturers' requirements. (See Section 2.0 in Exhibit "B.")
 - 6.1.2 A current dielectric decal showing the date of the last satisfactory test shall be in place per ANSI standards.
 - 6.1.3 All controls shall be inspected and tested to ensure proper operation.
 - 6.1.4 The leveling system shall be thoroughly inspected and tested. Units with special equipment may require additional inspection and testing time. (See Section 4.0 in Exhibit "B.")
 - 6.1.5 When the required replacement interval has been reached for a component, it shall be replaced. (See Section 2.0 in Exhibit "B.")

- 6.1.6 The rotation bearing and pinion teeth shall be inspected for excessive wear, missing or broken teeth, and excessive side play.
- 6.1.7 The rotation gear box shall be inspected for worn bearings, seals, gears, and properly torqued bolts. The gear box fluid shall be topped off.
- 6.1.8 The fiberglass booms and buckets (baskets) shall be cleaned and inspected for cracks, gouges, holes, and other damage. Under no circumstances shall "drain holes" in the bottom of buckets on insulated devices be permitted.
- 6.1.9 The hydraulic oil system shall be inspected, reservoir's strainer, and breather cleaned and new oil filters installed. The system pressures and flows shall be inspected and adjusted in compliance with the correct specifications.
- 6.1.10 All auxiliary systems shall be inspected and tested for proper operation, i.e., remote start/stop, emergency power system, hydraulic tool valve and throttle control, etc.
- 6.1.11 Safety valves and systems shall be inspected, tested and/or adjusted to ensure proper operation.
- 6.1.12 All pins, bearings, wear pads, etc., shall be inspected, as needed and greased.
- 6.1.13 Special attention to the bucket-mounting brackets, attaching bolts, and shafts is required.
- 6.1.14 Hydraulic cylinders shall be inspected and tested, as required.
- 6.1.15 All fittings, hoses, valves, and other hydraulic components shall be inspected for defects.
- 6.1.16 All mounting brackets, bolts, and hardware shall be inspected for defects.
- 6.1.17 All bolts shall be tested and torqued to the proper specifications.

7.0 REPAIRS:

7.1 Repairs shall include any and all work required, but not covered under the normal scope of visual/operational inspections.

7.2 Repair Facility and Storage of Equipment/Vehicles:

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

7.3 Repair Estimate/Proposal:

The Contractor shall complete a repair estimate within five (5) business days of receiving the vehicle. The estimate shall then be sent to Fleet Maintenance Department Outside Service

Section for approval before work is started. The Fleet Maintenance Department manager shall send the approved authorization back to the Contractor authorizing the work to be performed, according to the submitted estimate. Any unforeseen repairs not on the original estimate should be submitted as a supplement of the original to the Fleet Maintenance Department manager, where the manager shall meet the Contractor for inspection and approval for the supplement estimate.

8.0 DATABASE:

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

9.0 INVOICING AND PAYMENT:

- 9.1 For and in consideration of performance of services specified under this contract, the City agrees to pay, and the Contractor agrees to accept the fees, as specified in Exhibit "H."
- 9.2 An invoice shall be prepared for charges incurred by all Departments as represented by each lease agreement terminating during the period of the first through the last work day of the current month. Each invoice must show the contract number, ordinance number, the name of the operational organization leasing the vehicle itemized by the lease agreement number, the attendant line item charge, the subtotal amount by organization, and the grand total for the month for all operations. Copies of each signed lease agreement itemized on the bill shall be attached in support of the charges indicated. Failure to provide such copies shall delay payment of the entire invoice.
- 9.3 Payment is due thirty (30) days after the receipt of goods and correct invoice for services performed satisfactorily.
- 9.4 Fleet Management Department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled, and that acceptable levels of services are provided. Monitoring may take the form of, but not necessarily limited to, (1) review of the Contractor's checks for accuracy; (2) site visits; (3) testing and sampling; and (4) review of permits and certifications. Fleet Management Department office numbers are 832.395.7240 and 832.395.4243.
- 9.5 Contractor shall submit a copy of the original invoice for parts purchased, and shall specify the cost-plus percentage markup alongside each purchased item (e.g. 14%).

10.0 WARRANTY OF SERVICES:

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

- 10.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, 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.

11.0 ADDITIONS AND DELETIONS:

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

12.0 ESTIMATED QUANTITIES NOT GUARANTEED:

- 12.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the 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 all the quantities specified herein.

13.0 LOCAL PRESENCE / SOURCE:

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

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.