



# CITY OF HOUSTON INVITATION TO BID

Issued: March 24, 2023

## **BID OPENING**

Sealed bids (labeled with the company name, address and bid number), in duplicate will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby Street, Houston, Texas 77002, until **10:30 a.m., Thursday, May 4, 2023**. Once the award is made, a bid tabulation for this procurement may be posted and made publicly available on the Strategic Procurement Division's website. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby Street at 11:00 AM on that date for the purchase of:

**WATER METER INSTRUMENTATION, CALIBRATION AND REPAIR SERVICES  
FOR HOUSTON PUBLIC WORKS  
BID INVITATION NO.: P - 23 -L32726  
NIGP CODE: 890 - 28 – M/WBE GOAL: 2.18%**

## **BUYER**

Questions regarding this solicitation document should be addressed to Erika Lawton at **832.395.2833**, or e-mail to [Erika.Lawton@houston.tx.gov](mailto:Erika.Lawton@houston.tx.gov).

## **ELECTRONIC BIDDING**

To submit an electronic bid for the items associated with this procurement, vendor must enter information in the required fields of the E-bid document through the "**PLACE BID**" icon which allows the registered bidder to print, sign and submit the original sealed bid to the address referenced above.

## **PRE-BID TEAMS TELECONFERENCE MEETING**

A Pre-Bid Conference shall be conducted via teleconference on Wednesday, **April 5, 2023**. To participate in this conference call, participants are encouraged on your computer or mobile app for a Virtual Conference via Microsoft Teams [Click here to join the meeting](#) or dial direct at 936-755-1521, followed by entering the conference I.D. number **255798056#** beginning at **9:50 a.m. CT for the 10:00 a.m.** kick-off.

## **ADDITIONAL INFORMATION AND SPECIFICATION CHANGES**

Requests for additional information and questions should be addressed no later than **April 10, 2023 at 12:00 p.m., CT**. The City of Houston shall provide written responses to all questions received in writing before the aforementioned due date for questions. Questions received from all Bidder(s) shall be answered and sent to all Bidder(s) who are listed as having obtained the ITB. Bidder(s) shall be notified in writing of any changes in the specifications contained in this ITB.

**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. No verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.**

## **BIDDER RESPONSIBILITY FOR TIMELY SUBMISSION**

Bidder remains responsible for ensuring that its bid is received at the date, time, place and office specified. The City assumed no responsibility for any bid not received, regardless of whether the delay is caused by the U.S. Postal Service, a courier delivery service, or some other act of circumstance.

**IMPORTANT NOTICE ABOUT THE CITY'S EARLY PAYMENT DISCOUNT PROGRAM**

The City'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 may pay in less than 30 days, at its option, in return for an early payment discount from vendor.

**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.**

**The place of the bid opening may be transferred, and the date and time of the bid opening may be rescheduled in accordance with subsection 15-45(c) of the City of Houston Code of Ordinances.**

**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.

**\*CONTENTS:**

SECTION A: OFFER  
SECTION B: SCOPE OF WORK/SPECIFICATIONS  
SECTION C: GENERAL TERMS & CONDITIONS (SAMPLE CONTRACT)

**\*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.**

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## SECTION A



**WATER METER INSTRUMENTATION, CALIBRATION AND REPAIR SERVICES  
FOR HOUSTON PUBLIC WORKS  
BID INVITATION NO.: P - 2 3 L32726  
NIGP CODE: 890-28 – M/WBE GOAL: 2.18%**

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain **"Water Meter Instrumentation, Calibration and Repair Services" for a three-year period with two (2) one-year option periods to extend for the Houston Public Works 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 180<sup>th</sup> 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 181<sup>st</sup> 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 Chief Procurement Officer 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 (10<sup>th</sup>) 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 **Water Meter Instrumentation, Calibration and Repair Services** for the City in accordance with attached specifications.

**Award shall be made only to a bidder that is responsive and responsible, as defined below:**

**Responsible:** A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent award.

**Responsive:** A vendor that responds to all material requirements of any solicitation.

**BID DISQUALIFICATION**

The City may disqualify a Bid if the Bidder: 1) improperly or illegibly completes information required by the Bid Documents; 2) fails to sign the Official Signature Page or improperly signs the Official Signature Page; 3) qualifies its Bid; or 4) improperly submits its Bid.

When requested, the apparent Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in providing the commodities or performing the services as proposed, and has the capital, labor, equipment, and material to deliver the required commodities or perform the work.

**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:**

All documentation specific to this solicitation should be downloaded from the City’s Website at <http://purchasing.houstontx.gov/forms.html>. By registering and downloading this solicitation, all updates to this solicitation will automatically be forwarded via e-mail to all registered bidders.

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 must be completed, printed, and submitted to the Office of the City Secretary on or before the date and time the bid is due.

When submitting the hard copy of the bid and required forms 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 number:

<b>TABLE 1 - REQUIRED FORMS</b>
Signed Official Signature Page
Hard Copy of Electronic Bid Form (E-Bid Website Pricing Form)
Ownership Information Form
Conflict of Interest Questionnaire
Pay or Play-1A, Program Acknowledgement Form
Pay or Play-2, Certification of Agreement Form
Pay or Play-3, List of Participating Subcontractors
MWBE Letter of Intent Subcontracting Goal and Forms, 2.18%
References

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:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms
EEOC (View)
Certificate of Insurance and Endorsements
Certificate of Interested Parties (Form 1295) Create a certificate at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>

## CONTRACTOR'S QUESTIONNAIRE

### NOTE: SUBMIT BIDDER'S QUESTIONNAIRE WITH BID RESPONSE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for **Water Meter Instrumentation, Calibration and Repair Services** that is similar in size and scope to this solicitation. **Bidder must have references documenting that it has performed Water Meter Instrumentation, Calibration and Repair Services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the contract award.**

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Years of Services: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Years of Services: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Name & Phone Number of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_ Years of Services: \_\_\_\_\_

## **GUIDANCE IN PREPARING PRICING ITEMS ON THE E-BID FORM**

For the prices offered, the Bidder shall furnish all necessary labor, supervision, management, vehicles, equipment, parts material, supplies, personnel, services, permits, insurance and all activity necessary for, or incidental to, performing **water meter instrumentation, calibration and repair services** as specified in the scope of work. The e-bid form must be completed for all five years.

### **BIDDERS AT A MINIMUM MUST**

- Be able to comply with the required **meter instrumentation, calibration and repair services**, taking into consideration all existing business commitments;
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the Agreement;
- Have a satisfactory record of past performance and contract compliance;
- Have necessary personnel and management capability to perform the services required by the Agreement, as more fully described in Section "B" herein entitled Scope of Services.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the agreement requirements.

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## **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.

## **TEXAS PUBLIC INFORMATION ACT**

All information submitted to the City is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Bidders may mark any information submitted, including their financial information, as confidential, trade secrets, proprietary, or any other designation of choice. The City will notify any bidder should their information be requested under the TPIA and bidders will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

## **PROTESTS**

Protests should be filed in accordance with the City of Houston Administrative Policy (A.P. No. 5-12) [http://www.houstontx.gov/policies/administrative\\_policies.html](http://www.houstontx.gov/policies/administrative_policies.html)

## **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 of gratuities, favors, or anything of value to any appointed or elected official or employee of the City, 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.

With the exception of bidder's formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City, their families, or staff through written or oral means in an attempt to persuade or 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 Proposer from the time of issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award. 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, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

## **MINORITY AND WOMEN BUSINESS ENTERPRISES (2.18%)**

It is the City of Houston's policy to ensure that Minority and Women Business Enterprises (MWBE) have full opportunity to compete for and participate in City contracts. Contractor shall comply with the City's MWBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances, as well as the Policies and Procedures of the Office of Business Opportunity (OBO) found on OBO's website at <https://www.houstontx.gov/obo/docsandforms/OBO-Policies-Procedures-2021-September.pdf>. Contractor shall make good faith efforts to award subcontracts and supply agreements in at least **2.18%** of the value of the Agreement to certified MWBEs. If the contractor is a certified MBE or WBE, Contractor may count its self-performance to meet a portion of the overall goal. Contractor acknowledges that they have reviewed the requirements for good faith efforts on file with OBO, available at <https://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with the set forth requirements.

Contractor shall maintain records of subcontracts and supply agreements with certified MWBEs, containing language required herein. In addition, Contractor shall submit all disputes that may arise with MWBE subcontractors/suppliers to mediation provided by OBO if other attempts do not result in a resolution.

### **HIRE HOUSTON FIRST**

In an effort to promote economic opportunity for Houston businesses and to support job creation, the Hire Houston First Program grants the City of Houston the ability to give a preference to eligible local companies, as long as their pricing is competitive. To be eligible for the preference, a company must be designated as a **City Business (CB) or Local Business (LB)** under the Hire Houston First Program **prior** to submittal of bid. Bidders must submit a completed *Declaration of Hire Houston First Designation* form with the bid.

To complete an application for the Hire Houston First program, visit <http://www.houstontx.gov/obo/hirehoustonfirst.html>. Applications can be submitted to the City of Houston Office of Business Opportunity via the online application system, by e-mail to [HIREHOUSTONFIRST@houstontx.gov](mailto:HIREHOUSTONFIRST@houstontx.gov).

Note: Participation in the Hire Houston First program is not required to bid on City of Houston contracts.

### **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 N 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.

**ZERO-TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES**

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by

Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

**COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS**

*Anti-Boycott of Israel.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

*Anti-Boycott of Energy Companies.* Vendor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

*Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Vendor certifies that Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

*Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, Vendor certifies that, at the time of this Purchase Order neither Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

**PRESERVATION OF CONTRACTING INFORMATION**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid [or solicitation] and the Contractor or vendor agrees that the contract can be terminated if the Contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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## SECTION A DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
2. "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
3. "Chief Procurement Officer" ("CPO") means the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
4. "City" is defined in the preamble of this Agreement and includes its successors and permitted assigns.
5. "City of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City holidays.
6. "Contract Award Notice" means the official notification substantiated by the "Notice- to- Proceed" and issued by the Chief Procurement Officer to the Contractor.
7. "Contract Charges" means charges that accrue during a given month as defined in Article 111.
8. "Contract Term" is defined in Article IV.
9. "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.
10. "Contractor's Standard Business Hours" shall mean the daily eight (8) hour period Monday through Friday, which the Contractor has established as their normal business day.
11. "Council Motion or Ordinance" shall mean the Official Document passed by the Governing Body designating award(s) and directing the Chief Procurement Officer to issue a "Notice- to- Proceed."
12. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
13. "Director" means the Director of the City of Houston, Houston Public Works or such other person as he or she designates.
14. "Documents" mean notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
15. "Effective Date" means the date this Agreement is countersigned by the City Controller.
16. "Established Contractor/Supplier" is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation, or trade as to justify an expectation that the bidder can be expected to perform in a satisfactory manner with respect to this contract.

17. "Fire Service Line" means an unmetered water line that is used solely for the purpose of fire protection.
18. "Governing Body" shall mean the Mayor and City Council of the City of Houston.
19. "Hazardous Materials" is defined in Article II (Environmental Laws).
20. "Meter Installation" means a flow measuring element and all instrumentation that is required to measure the flow of water to a customer.
21. "Notice to Proceed" means a written communication from the Director or the CPO to Contractor instructing Contractor to begin performance.
22. "Party" or "Parties" means one or all the entities set out in the Preamble who are bound by this Agreement.
23. "Rework" means any services provided to the City of Houston (City) that is deemed unacceptable and thus shall be returned to the vendor for the purposes of making corrections to the satisfaction from the City. Excessive unacceptable repairs are defined as more than five (5) reworks in a 30-day period. Excessive reworks shall be assessed by the City to determine contract violations and corrective measures. This can include suspension of ability to receive repair work from the City, and excessive suspensions could result in cancellation of this contract.

**SECTION B**  
**SCOPE OF WORK/SPECIFICATIONS**

**1.0 SCOPE OF SERVICES:**

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, transportation, equipment, supplies, and facilities to provide on-demand maintenance services to the Surface Water System, as well as any of the additional services the Contractor is asked to provide.
- 1.2 The City of Houston has identified approximately 225 site locations for the Contractor to perform on-demand calibration checks and/or calibrations on electromagnetic, Venturi, open channel, weir, flume, and other types of flow meters. The Contractor may also be called upon to perform-demanded service flow tests to fire service lines using ultrasonic meters or other flow detection devices.

**2.0 WORK ORDERS:**

- 2.1 During the service term, all work completed by the Contractor shall be in response to a written work order from the City of Houston. These work orders shall be for the purpose of (1) repair (responding to a known or suspected defect) or (2) preventive maintenance (Calibration verification which is scheduled to avoid future defects).
- 2.2 The City of Houston Representative shall issue work orders by priority to the Contractor. The service level agreement for commencing work on these work orders shall be as follows:
  - 2.2.1 Priority 1: Response time of no more than 24 hours.
  - 2.2.2 Priority 2: Response time of no more than two (2) business days.
- 2.3 The Contractor shall be on location and start the required work within the work order designated time. The Contractor shall not change the work order prioritization without approval in advance from the City of Houston's Representative.
- 2.4 Any work done outside the Priority 1 or Priority 2 work order types will need approval by the City of Houston before Contractor is reimbursed for the work. This work will be reimbursed based on the Contractor's cost to perform the work.
- 2.5 The Contractor shall be responsible for recording old and new equipment being removed and installed on the assigned work order. All old parts removed from the job site shall be returned to the assigned City site upon completion of all work orders.
- 2.6 The Contractor shall provide detailed information of services performed, such as the address of location; date; work order number; contract number; the beginning and ending readings; the manufacturer's name, size, type, and the serial number of equipment being calibrated; totalizer multiplier and as found as left readings for the totalizer, transmitter, and recorder.
- 2.7 If during calibration, a damaged equipment problem is discovered, and the problem cannot be resolved immediately, then the Contractor shall inform the City Representative immediately, but not more than 24 hours later. The City Representative shall then issue a Demand Work Order with the appropriate priority level for that installation.
- 2.8 The work order requirements detailed herein provide an official means of communicating with the Contractor and prioritizing items of work. It is not the parties' intent that the City Representative manages or supervises day-to-day work by the Contractor at the locations. If the Contractor has

commenced work and if the work order cannot be completed within this period, the Contractor shall contact the City Representative and give an approximate completion date. Work order completion periods will be a major part of the Contractor performance evaluation.

- 2.9** The Contractor shall not negotiate or perform any work and/or services related to City of Houston water service lines, water/sewer meter stations, and appurtenances, testing, and calibration of instrumentation without prior written approval from the City of Houston Contract Administrator. The Contractor shall submit written detailed proposed work plans, drawings or sketches, a detailed list of parts and equipment to be installed, and the estimated construction start and completion dates. The Contractor's request shall be made at least 72 hours prior to the estimated start date. The Contract Administrator should notify the Contractor in writing if their project was approved or disapproved.
- 2.10** The Contractor shall provide customer names, details of work to be performed, equipment, and parts to be used for all current and/or proposed service and/or contract agreements with City of Houston customers for performing any work and/or services related to the water service lines, meter stations, and appurtenances, testing, and calibration of instrumentation.
- 2.11** Work and services performed shall be in accordance with City of Houston Standard Specifications and must be inspected by City Personnel. The Contractor shall schedule an inspection with the Contract Administrator 48 hours prior to the scheduled project start date.
- 2.12** Meters, instrumentation, and replacement parts shall be new and approved for use in the City of Houston. Meter instrumentation, testing, and calibrations shall be performed according to the City of Houston specifications.
- 2.13** Any work or services performed by the Contractor that does not meet City of Houston standard specifications or any equipment and/or parts installed that are not approved for use by the City of Houston shall be immediately removed, reconstructed, and replaced with new equipment and/or parts by the Contractor at Contractor's expense. The Contractor shall perform such work within two business days of receiving notification from the City of Houston.
- 2.14** Upon completion of work and/or services performed, the Contractor shall provide the City of Houston Contract Administrator a copy of the work order issued and a report showing the results of all testing, calibration, and factoring.

### **3.0 STATUS REPORTS:**

- 3.1** During the service term, the Contractor shall provide the City Representative a monthly status report based on a template provided by the City of Houston Representative shortly after the contract award and before work order submissions. This report shall include a list of work orders completed during that month, the status of any uncompleted work orders, a summary of hours worked, current spare parts inventory, and other items of interest. Invoices shall be paid upon receipt of monthly status reports.

### **4.0 QUALITY CONTROL:**

- 4.1** The Contractor shall perform quality control checks on all components prior to installation to verify each component is functioning in accordance with the criteria identified in this contract.
- 4.2** The Contractor shall develop a Quality Control Check Procedure for all equipment purchased for accomplishing City of Houston work orders. The Contractor shall provide written results of "Quality Control Reports" before installation. Submittal of Quality Control Reports shall be a part of the Contractor's performance evaluation.

## **5.0 REPAIR AND REPLACEMENT:**

- 5.1** The Contractor shall repair, inspect, and/or troubleshoot instrumentation assemblies and sub-assemblies (in lieu of replacement) unless the cost exceeds 50% of the City of Houston's cost to replace such item. If the cost of repair for a defective part exceeds 50% of the City of Houston's cost of replacement, the Contractor shall promptly notify the City of Houston's Representative within 24 hours with a written cost analysis to support the City of Houston's repair-or-replace decision.
- 5.2** In the event the Contractor determines that a component is not replaceable on-site, the Contractor shall notify the City of Houston's Representative and request permission to remove the component.
- 5.3** All replacement components shall: (1) be the latest version available and (2) shall comply with the requirements listed elsewhere in this contract.

## **6.0 PREVENTIVE MAINTENANCE WORK ORDERS:**

- 6.1** Prior to responding to a preventive maintenance work order, the Contractor shall be required to make a field visit to each meter station in order to identify plant contact information, important phone numbers, procedures for entry into the plant, and safety and work permit requirements.
  - 6.1.1 A City of Houston representative shall accompany the Contractor on each field visit.
  - 6.1.2 The Contractor shall maintain an updated database of all site-specific procedures and contact information. Maintaining this database shall be a part of the Contractor's performance evaluation.
- 6.2** If requested in the preventive maintenance work order, flow verification shall be performed on the equipment mentioned in **Exhibit B-1** (Equipment List). During flow verification, the Contractor shall record the average flows, totalizer readings, and times for both the test meter and the City of Houston meter being tested. The contractor shall calculate and record count errors and percent errors for each flow verification. In addition, the Contractor shall flush all taps, where applicable, and leave all areas free of trash, equipment, and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be part of the Contractor's evaluation.
- 6.3** If instrumentation calibration is required, it shall be performed utilizing the equipment listed in **Exhibit B-1**. Calibration of transmitters shall involve the recording of flow rate in gallons per minute (GPM), percentage of flow, water in inches, as well as the milliamp (M.A.) output required on the attached COH calibration form. The Contractor shall visually inspect chart recorders to ensure proper functioning and record findings. Calibration of totalizers shall involve the recording of GPMs, M.A. inputs, required counts, found counts, left counts, as found percentage errors, and left percentage errors in **Exhibits B-2 and B-3**, which contain standard data to capture test results from calibration testing. The Exhibit samples provided are intended to represent data needed from the test results; however, the formatting is not standard, and they can be revised in a professional manner to correspond to the requested data fields in both Exhibits B-2 and B-3. In addition, the Contractor shall flush all taps where applicable and leave all areas free of trash, equipment, and parts. All City of Houston equipment shall be secured upon completion of work. Submittal of accurate testing information shall be a part of the Contractor's evaluation.

## **7.0 REQUIRED TEST AND SHOP EQUIPMENT:**

- 7.1** The Contractor shall provide all test and shop equipment required, including but not limited to what is needed to work on the indicated equipment listed on **Exhibit B-1**. All test equipment must be traceable

to the National Institute of Standard Technology. Standard routine maintenance and yearly calibrations shall be a contractor's cost. The contractor shall possess test and shop equipment to include, at a minimum, the items listed in Exhibit B-1. Must all equipment needed shall provide accurate test results including but not limited to dead weight tester, strap-on ultrasonic meter, mag meter verification tools, and software, calibrated by test equipment traceable via NIST (formerly NBS) standards.

7.2 Additionally, the Contractor shall supply its Field Engineer with appropriate hand tools to perform normal and necessary duties. Whenever specialized tools are required for a specific project, the Contractor shall be required to rent or purchase them after obtaining written approval from the City of Houston Representative.

## **8.0 TITLE TO ALL PARTS, TAXES:**

8.1 Title to all materials, equipment, special tools, and supplies purchased by the Contractor for immediate replacement shall immediately vest in the City. Defective parts, which are replaced by the Contractor, shall be delivered to the City Representative for proper disposal. The Contractor shall also submit a report listing the description of the part, model #, serial #, date, and the location of where the part was removed. Submittal of this report shall be a part of the Contractor's performance evaluation. Submittal of these reports shall be submitted as part of the hourly preventative maintenance rate.

8.2 Contractor acknowledges that materials, equipment, and supplies purchased for the City are not subject to state or local sales taxes. Accordingly, the Contractor shall not be reimbursed for any sales taxes paid for Instrumentation components it purchased unless, by state law (or) official interpretation thereof, sales of such components to the City become taxable. All special tools and unused parts shall be delivered to the City of Houston Representative upon the termination of the contract.

## **9.0 INVENTORY CONTROL:**

9.1 The Contractor shall be responsible for maintaining a master listing of City field equipment and repair costs. The Contractor shall maintain inventory records reflecting the Customer Account and location of all such items issued for that customer.

9.2 The inventory data shall be submitted monthly to the City Representative for tracking and accountability. An annual analysis of inventory procedures, capabilities, deficiencies, and recommendations for improvement shall be submitted in the annual report to the City of Houston's Representative.

9.3 The Contractor shall assist and extend full cooperation to City and external auditors.

## **10.0 SAFETY PROGRAM:**

10.1 The Contractor shall ensure that all employees comply with applicable federal, state, and local regulations and that all employees are oriented to the safety, health, and environmental regulation specific to the site. The Contractor shall provide sufficient protective clothing for all employees and shall enforce its use. The Contractor shall ensure that all employees are familiar with the location, purpose, and use of all safety equipment.

10.1.1 All training costs shall be the responsibility of the Contractor.

10.1.2 Training shall be completed prior to reporting to work in the area.

10.1.3 The Contractor shall obtain the necessary safety equipment and training, including confined space training, in order to enter all sites listed on **Exhibit B-1**. The cost of this training shall be a contractor's cost. The City of Houston shall provide a City employee (certified in confined space entry) to assist at work sites governed by the Confined Space Entry Program.

10.2 The Contractor shall manage the day-to-day adherence to the safety program and shall maintain specific safety instructions on file. All information about safety hazards existing at any location shall be forwarded to City Representative immediately. The Contractor shall report the detection of unsafe or unhealthful working conditions or practices at the earliest possible time. Authorized personnel may make safety, health, and fire prevention inspections without notice at any time. The Contractor's personnel shall assist in any way possible and comply with all corrective actions.

10.3 Contract personnel shall at all times display a badge identifying them as contract personnel and shall observe all security and safety regulations in effect.

**11.0 TRANSPORTATION:**

11.1 The Contractor shall be responsible for providing motorized transportation for its employees.

11.2 It is desired that the Contractor mark the vehicles being used to accomplish work orders in such a way as to indicate these vehicles are supporting the City of Houston.

11.3 Travel time is not reimbursable.

**12.0 OPERATIONS OF THE CONTRACTOR:**

12.1 The Section shall apply to the operations of the Contractor pursuant to the contract on premises owned or controlled by the City. The Contractor shall not make any structural modifications to such premises, nor shall the Contractor overload any floor or damage any property of the City in performing its operations. The Contractor shall strictly observe all laws, codes, and ordinances, and the Contractor shall not create any hazards or unhealthful conditions.

**13.0 FIELD ENGINEER:**

13.1 All work shall be performed by field engineer-level personnel with the following minimum qualifications: (1) an Associate of Applied Science Degree in Instrumentation from an accredited college/university (or) a valid International Society of Automation (ISA) Certified Control System Technician (CCST) Certification; and (2) possess at least two years of experience with various types of flow elements, differential pressure cells, square root extractors, integrators, flow recorders, etc., using such name equipment as Rosemont Transmitters, Westronics Recorders, Syrelec Counters, and AGM Integrators. (Experience with Parshall Flume Meters and Venturi Meters is also required).

13.2 This section details the requirements for submitting all required information to the City. Adherence to these submission requirements will provide a degree of uniformity in submissions. Therefore, the Contractor shall provide proof of experience and training by submitting copies of vendor certificates and verifiable references from previous companies. The Contractor shall submit verifiable work experience in a resume format for all field engineer-level personnel. At the discretion of the City Representative, equivalent military experience may be substituted for some requirements.

13.2.1 All proof of experience documents must be submitted with bid proposal package. If not supplied as an attachment to bid proposal, bidder must supply the aforementioned documents within five (5) working days of request by the City of Houston. Failure to supply the requested documentation will be just cause to reject bid.



## **14.0 INVOICING:**

- 14.1** The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted to the requesting department.
- 14.2** The City reserves the right to review all payments made to a contractor by auditing at a later date. Subject to such audit, any overpayment may be recovered from the contractor. The City of Houston requires timely and accurate accounting and billing information. All charges must be documented.
- 14.3** The Contractor shall submit invoices for payment, with supporting documentation on Contractor's company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract period.
- 14.4** Each invoice shall detail the following information:
  - 14.4.1 City Contract number, Ordinance number, and Work Order number (where applicable)
  - 14.4.2 Facility addresses where services rendered
  - 14.4.3 Detailed description of services rendered
  - 14.4.4 Service Date
  - 14.4.5 Parts or components repaired or replaced. Provide part numbers listing before and after discounts. If parts are reconditioned, the costs to recondition parts shall be listed.
  - 14.4.6 Labor hours and rates.
  - 14.4.7 Subtotal costs for parts and labor, separately.
  - 14.4.8 Total invoice costs.
- 14.5** All unit prices for labor and parts shall be easily identified against the quoted contract pricing.
- 14.6** Submit invoices to the following:
  - 14.6.1 City of Houston  
Houston Public Works  
Accounts Payable Services Contracts  
P.O. Box 3685  
Houston, Texas 77251-3685  
[finaccountspayable@houstontx.gov](mailto:finaccountspayable@houstontx.gov) (preferred method)

## **15.0 CONTRACT COMPLIANCE:**

- 15.1** The Houston Public Works department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled and that an acceptable level of service is provided. Monitoring may take the form of but is not necessarily limited to the following:
  - 15.1.1 Site visits
  - 15.1.2 Testing and sampling of goods and services
  - 15.1.3 Review of deliveries received for accuracy and timeliness
  - 15.1.4 Review of permits, certifications, and/or licenses
  - 15.1.5 Review of Contractor's invoices for accuracy
  - 15.1.5 The responsibility for monitoring compliance rests with the Contract Compliance Section, Financial Management Services of Procurement, Fleet & Warehouse Services, Houston Public Works.

**16.0 SITE VISIT:**

16.1 When deemed necessary, an inspection may be made by Houston Public Works to determine whether the firm actually has a facility at the location they had stated in their bid document.

**17.0 POST-AWARD MEETING:**

17.1 Once the contract has been approved by City Council, Houston Public Works reserves the right to schedule a Post-Award Meeting with the successful Contractor and Department end-users. The meeting shall include representatives from Procurement, Houston Public Works Department Contract Management, and Accounts Payable.

**18.0 ADDITION & DELETIONS:**

18.1 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, locations, and/or services to the list of equipment, locations, and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations, and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations, and/or service are not identical to any item already under contract, the charges, therefore, will then be the Contractor's normal and customary charges or rates for the equipment, locations, and/or services classified in the fee schedule.

**19.0 WARRANTY OF SERVICES:**

19.1 Definitions:

19.1.1 "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.

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

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

19.3 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, 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.

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

19.5 The Contractor further warrants with respect to any spare parts, replacement parts, and goods furnished by it as follows that:

19.5.1 Such items shall be free of defects in title, material, and workmanship for the first year and/or manufacturer's warranty, whichever is greater.

19.5.2 Each item meets or exceeds the specifications and requirements specified in the O&M Manuals for the instrument in which the item is installed.

19.5.3 Each replacement item is new.

19.5.4 No such item or use thereof infringes any patent, copyright, or proprietary right.

19.5.5 Services performed during the warranty period will be performed at no cost to the City.

**20.0 ESTIMATED QUANTITIES NOT GUARANTEED:**

20.1 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 on 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.

**21.0 INTERLOCAL AGREEMENT:**

21.1 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.

**22.0 MINIMUM WAGE:**

22.1 The Contractor shall pay all employees the Federal minimum wage per hour while working under this contract. If during the term of this Agreement, there is legislation enacted regarding an increase or increases in the Federal minimum wage law, the Contractor shall submit a request (s) for an increase in the contract fees to the Chief Procurement Officer for consideration, provided such request is accompanied by documentation as requested by the Chief Procurement Officer verifying that only Contractor's employees' salaries were increased accordingly. The Chief Procurement Officer shall consult with the Director before responding to the request.

22.2 The Contractor and subcontractor employees shall receive the following minimum rates of pay during the term of this Agreement.

<b>Contract Year-</b>	<b>Minimum Hourly Rate</b>
October 1, 2022	\$14.00
October 1, 2023	\$15.00
Thereafter	As determined by applicable wage rate increase

**23.0 MINIMUM WAGE INCREASE**

23.1 During the life of this Agreement, should any law be enacted that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Contractor agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$.50 cents per hour higher than the legal minimum wage. The Contractor shall begin paying this increase within 45 days of the effective date of such law.

**23.2** If during the term of this Agreement, the legal minimum wage and/or approved local union wage rate applicable to this Agreement is increased, the Contractor shall submit a written request(s) to the Director and/or designee for increase of employee hourly rates for consideration, provided such request is accompanied by applicable documentation. If the Director and/or designee approves the request, the City shall pay the Contractor the increased agreement rates to cover the Contractor's overhead costs and other costs for providing actual increases in employee hourly rates, as determined by the Director, and/or designee.

**24.0 PRICE ADJUSTMENT:**

**24.1 Price Decreases:**

24.1.1 The Contractor shall notify the Chief Procurement Officer of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon Chief Procurement Officer's receipt of Contractor's notice.

**24.2 Price Increases:**

24.2.1 The Contractor shall keep pricing fixed for at least the first twelve (12) months of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. The Contractor shall submit all pricing increase requests to the Chief Procurement Officer in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation. SPD has final approval of any and all price escalation requests, and may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed **10%** of the price immediately before the increase. Pricing changes shall apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If the Contractor's prices are reduced for any reason, the City shall receive the benefit of such reductions.

24.2.2 To request a price increase, the Contractor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. The letter and documentation shall be sent to the following address:

**Chief Procurement Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251**

24.2.3 If the Chief Procurement Officer approves the price increase, he or she shall notify the Contractor in writing; no price increase shall be effective until the Contractor receives this notice. If the Chief Procurement Officer does not approve the Contractor's price increase, the Contractor may terminate its performance upon sixty (60) days advance written notice to the Chief Procurement Officer. Termination of performance is the Contractor's only remedy if the Chief Procurement Officer does not approve the price increase.

24.2.4 If, at any time after approving a price increase, the Chief Procurement Officer determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Contractor.

24.2.5 In the event of unforeseen changes in the market, the awarded Contractor may request an off-cycle price adjustment to be approved at the discretion of the Chief Procurement Officer or his/her designee.

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**EXHIBIT B-1**  
**EQUIPMENT LIST**

<b>LOCATION</b>	<b>NUMBER OF METERS</b>	<b>MAKE</b>	<b>TYPE</b>	<b>SIZE</b>	<b>METER NUMBER</b>
13830 HATCHERVILLE RD.	1	KROHNE	MAG	3"	A0039212
2350 BAGBY	1	KROHNE	MAG	3"	1020310
2350 BAGBY	1	KROHNE	MAG	3"	923850
2350 BAGBY	1	KROHNE	MAG	3"	923849
3530 E SOUTH LOOP	1	KROHNE	MAG	3"	15085047
10121 WINDMILL LAKES BLVD	1	KROHNE	MAG	4"	1020595
12511 STRANG RD	1	KROHNE	MAG	4"	01122841
10333 RICHMOND AVE	1	ABB	MAG	4"	190782
12301 HIGH STAR DR	1	ABB	MAG	4"	190777
1621 SHERWOOD FOREST	1	ABB	MAG	4"	190774
2401 WESTRIDGE	1	ABB	MAG	4"	140776
2750 WALLINGFORD DR	1	ABB	MAG	4"	190783
3111 MECOMRD	1	ABB	MAG	4"	110493
3701 KIRBY DR	1	KROHNE	MAG	4"	923938
6004 N SHEPHERD DR	1	ABB	MAG	4"	1190772
615 1/2 TEXAS	1	ABB	MAG	4"	190779
615 TEXAS	1	ABB	MAG	4"	190790
695 PINELOCH	1	KROHNE	MAG	4"	1020588
700 RUSK	1	SIEMENS	MAG	4"	68620401
8100 STONE	1	KROHNE	MAG	4"	1020591
STRANG RD.	1	KROHNE	MAG	4"	A089001278
1011 HAMBLN RD	1	SIEMENS	MAG	6"	864304
1102 MD ANDERSON BLVD	1	KROHNE	MAG	6"	722577
12002 CORDOBA	1	ROSEMOUNT	MAG	6"	13824
1201 MCKINNEY	1	KROHNE	MAG	6"	50923781
1700 LAKE KINGWOOD TRAIL	1	SIEMENS	MAG	6"	68644144
1700 SMITH	1	ABB	MAG	6"	110495
2016 MAIN	1	KROHNE	MAG	6"	1121124
2520 ROBINHOOD	1	SIEMENS	MAG	6"	863104
2525 RICHMOND AVE	1	SIEMENS	MAG	6"	65879010
300 ST JOSEPH PARKWAY	1	KROHNE	MAG	6"	50720860
303 JACKSON HILL	1	KROHNE	MAG	6"	721930
400 MCKINNEY	1	ABB	MAG	6"	160537
500 #B JEFFERSON	1	SIEMENS	MAG	6"	863204
5252 W ALABAMA #A	1	SIEMENS	MAG	6"	65841940
601 TRAVIS	1	KROHNE	MAG	6"	1124499
61 RIESNER	1	ABB	MAG	6"	36200001
615 TEXAS	1	ABB	MAG	6"	175804
6431 FANNIN	1	ABB	MAG	6"	175800

6565 FANNIN	1	KROHNE	MAG	6"	722667
701 N SAN JACINTO	1	KROHNE	MAG	6"	722668
710 CRAWFORD	1	ABB	MAG	6"	175807
710 CRAWFORD	1	ABB	MAG	6"	175807
7575 OFFICE CITY DR	1	KROHNE	MAG	6"	1121120
7575 OFFICE CITY DR	1	KROHNE	MAG	6"	1020602
7914 1/2 OLD NORTH BELT	1	KROHNE	MAG	6"	A01069440
801 MILAM	1	SIEMENS	MAG	6"	863004
858 CAPITAL ST	1	SIEMENS	MAG	6"	65841920
900 LOUISIANA	1	KROHNE	MAG	6"	1021204
2550 W. BAY AREA BLVD.	1	KROHNE	MAG	6"	S092291
FEDERAL RD.	1	KROHNE	MAG	6"	A01069442
10207 STRANG RD.	1	KROHNE	MAG	6"	S14315014
10115 CROSBY RD. I FM 1942	1	VENTURI	VENTURI	8"	9725348
10319 F.M.146	1	ABB	MAG	8"	160539
10319 F.M.146	1	ABB	MAG	8"	160540
HWY 225 & RICHEY RD. (INTERSECTION)	1	ABB	MAG	8"	00356930
1110 MAIN	1	SIEMENS	MAG	8"	79570316
1111 LOUISIANA	1	ABB	MAG	8"	175801
11977 MEMORIAL	1	KROHNE	MAG	8"	923058
12025 WESTPARK	1	KROHNE	MAG	8"	1025734
1250 MOURSUND	1	KROHNE	MAG	8"	1068526
1300 LOUISIANA	1	SIEMENS	MAG	8"	68640414
1400 HUGHRD	1	KROHNE	MAG	8"	965098
1400 HUGHRD	1	KROHNE	MAG	8"	965099
14050 1/2 JOHN F KENNEDY	1	ROSEMOUNT	MAG	8"	13218
1409 POST OAK.BLVD	1	SIEMENS	MAG	8"	65807140
14506 SMITH RD.	1	KROHNE	MAG	8"	A0865848
15 N CHENEVERT	1	KROHNE	MAG	8"	865855
15 W.WINFREE	1	VENTURI	VENTURI	8"	29004612
1615 BRAESWOOD BLVD	1	KROHNE	MAG	8"	197121
16331 I 45 NORTH	1	ABB	MAG	8"	175802
1890 KRESS	1	ABB	MAG	8"	110494
2010 W. BAY AREA	1	KROHNE	MAG	8"	13300768
2113 1/2 PEPPERMILL RD	1	ABB	MAG	8"	186315
3103 FRIENDSWOOD LINK	1	KROHNE	MAG	8"	A0865529
3550 MAIN	1	KROHNE	MAG	8"	15501399
4800 1/2 WAKE FOREST	1	KROHNE	MAG	8"	S07222589
500 CRAWFORD	1	ABB	MAG	8"	175809
5175 WESTHEIMERRD	1	ABB	MAG	8"	194944
5440 1/2 WESTHEIMER RD	1	ABB	MAG	8"	190363
6445 MAIN	1	KROHNE	MAG	8"	721807
6447 S MAIN	1	KROHNE	MAG	8"	12312436
6502 HAWKEYE	1	KROHNE	MAG	8"	A07R48926
6565 FANNIN	1	ABB	MAG	8"	62000017

801 TOWN & COUNTRY	1	KROHNE	MAG	8"	12315358
8010 KEMPWOOD DR	1	ABB	MAG	8"	175814
8042 KATY FWY	1	KROHNE	MAG	8"	65838790
820 MAIN	1	KROHNE	MAG	8"	549397
910 TRAVIS	1	KROHNE	MAG	8"	720796
911 FANNIN	1	KROHNE	MAG	8"	1164494
HWY 225 & RICHEY RD.	1	VENTURI	VENTURI	8"	834391
100 PLAZA VERDE	1	KROHNE	MAG	10"	822765
1001 ANNE	1	SIEMENS	MAG	10"	822261
10115 CROSBY RD./ FM 1942	1	KROHNE	MAG	10"	1068011
120 N. RED BLUFF RD.	1	KROHNE	MAG	10"	A0263128
2850 1/2 ATASCOCITA RD.	1	KROHNE	MAG	10"	10622513
4107 S SAM HOUSTON PKY W.	1	KROHNE	MAG	10"	12310831
4999 1/2 GLENMONT	1	KROHNE	MAG	10"	A0267022
559 SADDLE ROCK	1	KROHNE	MAG	10"	323904
6651 MAIN	1	SIEMENS	MAG	10"	70065200
7900 1/2 BREEN RD.	1	ROSEMOUNT	MAG	10"	13825
SOUTH RICE & GLENMONT	1	KROHNE	MAG	10"	A0264272
MARKET & FEDERAL RD. 77015 (INTERSECTION)	1	KROHNE	MAG	10"	A0440147
MARKET & FEDERAL RD. 77015 (INTERSECTION)	1	KROHNE	MAG	10"	A0645488
HOMESTEAD	1	KROHNE	MAG	10"	A0420143
120 N. RED BLUFF RD.	1	KROHNE	MAG	12"	A0264037
12222 POTT RD.	1	VENTURI	VENTURI	12"	V45
14530 KINGSHEAD BLVD,	1	KROHNE	MAG	12"	S057513
11820 HWY 146	1	KROHNE	MAG	12"	12031845
11820 HWY 146	1	KROHNE	MAG	12"	13031479
LIGHTED RD	1	KROHNE	MAG	12"	S12316127
10902 FITZGERALD RD	1	KROHNE	MAG	12"	S13303194
870 SUN OIL RD. 77580	1	KROHNE	MAG	12"	S13301730
1207 OLD BEAUMONT HWY 77017	1	VENTURI	VENTURI	12"	913767
1907 ALMEDA RD.	1	KROHNE	MAG	14"	127239401
8600 PARK PLACE	1	VENTURI	VENTURI	14"	89510261
HWY 225 & RICHEY RD.	1	ABB	MAG	16"	00689002
112 RED BLUFF RD.	1	KROHNE	MAG	16"	A0962794
11300 GARRET RD.	1	VENTURI	VENTURI	16"	Ventmi51
120 N. RED BLUFF RD.	1	KROHNE	MAG	16"	A0263200
3100 GENOA RED BLUFF	1	ABB	MAG	16"	175151
3120 GENOA RED BLUFF	1	ABB	MAG	16"	175150
HWY 225 & RICHEY RD.	1	VENTURI	VENTURI	16"	188776
14911 ½ JOHN RALSTON	1	KROHNE	MAG	16"	A0865848
14911 ½ JOHN RALSTON	1	KROHNE	MAG	16"	A06466481
1836 MILLER CUT RD	1	KROHNE	MAG	16"	S12310331
1836 MILLER CUT RD	1	KROHNE	MAG	16"	S12310332



13826 HATCHERVILLE RD.	1	KROHNE	MAG	18"	A0313157
13TH STREET	1	KROHNE	MAG	18"	A15032461
13TH STREET	1	KROHNE	MAG	18"	S12310409
15701 SEATTLE	1	KROHNE	MAG	18"	A0988579
10115 CROSBY RD./ FM 1942	1	KROHNE	MAG	20"	10269391
11400 BAY AREA BLVD	1	VENTURI	VENTURI	20"	V20
4428 F.M. 2351	1	KROHNE	MAG	20"	AI 164998
LA PORTE/MILLER CUT OFF RD (INTERSECTION)	1	VENTURI	VENTURI	20"	00072133
112 RED BLUFF RD.	1	VENTURI	VENTURI	24"	709930248-CWGM-01
11400 BAY AREA BLVD	1	VENTURI	VENTURI	24"	V24
134 BATTLEGROUNDS	1	VENTURI	VENTURI	24"	57371
4201 F.M. 1942	1	KROHEN	MAG	24"	A14036991
4201 F.M. 1942	1	KROHEN	MAG	24"	A15030862
4201 F.M. 1942	1	KROHEN	MAG	24"	AI5031975
6650 SYNOTT	1	KROHEN	MAG	24"	1069021
6650 SYNOTT	1	KROHEN	MAG	24"	1069562
6650 SYNOTT	1	KROHEN	MAG	24"	1062915
7200 HANNS RD	1	KROHEN	MAG	24"	A651444
7200 HANNS RD	1	KROHEN	MAG	24"	A651443
7425 THOMPSON RD	1	VENTURI	VENTURI	24"	V41
7425 THOMPSON RD	1	VENTURI	VENTURI	24"	V42
7425 THOMPSON RD	1	VENTURI	VENTURI	24"	V43
7425 THOMPSON RD	1	VENTURI	VENTURI	24"	V44
8405 FM 1405	1	KROHEN	MAG	24"	A0020883
8405 FM 1405	1	KROHEN	MAG	24"	S13312573
8405 FM 1405	1	KROHEN	MAG	24"	S13312574
11700 MILL FOREST	1	KROHEN	MAG	24"	A0780164
12501 STRANG RD	1	VENTURI	VENTURI	24"	9750201
112 RED BLUFF RD.	1	Venturi	Venturi	24"	709930248-CWGM-01
8280 SHELDON RD. CHANNELVIEW, TX 77580	1	ABB	MAG	30"	00180188
18530 HWY3	1	KROHNE	MAG	30"	A13033574
18531 HWY 3	1	KROHNE	MAG	30"	A13033573
402.5 ABNEY	1	KROHNE	MAG	30"	08R6391
402.5 ABNEY	1	KROHNE	MAG	30"	08R3994
9000 FUQUA	1	KROHNE	MAG	30"	1163600
9000 FUQUA	1	KROHNE	MAG	30"	1163599
1400 JEFFERSON PASADENA, TX 77506	1	VENTURI	VENTURI	30"	925873
UVALDE RD.	1	VENTURI	VENTURI	30"	920341
1900 TIDAL RD.	1	VENTURI	VENTURI	36"	920445
9502 BAYPORT BLVD	1	VENTURI	VENTURI	36"	V36
5900 HWY 225 77501	1	VENTURI	VENTURI	36"	920473
12000 LAWNSDALE	1	VENTURI	VENTURI	UNKN OWN	925867

**12400 BAY AREA BLVD**

1

KROHNE

MAG

UNKN  
OWN

A0246582

**UVALDE RD.**

1

VENTURI

VENTURI

UNKN  
OWN

V52

## EXHIBIT B-2

### Sample Certificate of Calibration (Electromagnetic)

Location: \_\_\_\_\_ Date: \_\_\_\_\_ Prim. Dev \_\_\_\_\_  
 \_\_\_\_\_ WO/SR # \_\_\_\_\_ Model # \_\_\_\_\_  
 \_\_\_\_\_ Serial # \_\_\_\_\_

TOTALIZER		FLOW	
START SERVICE			KGPM
END SERVICE			KGPM

Totalizer Multiplier

TEST METER			DP		
FLOW	TOTALIZER	TIME	FLOW	TOTALIZER	TIME

COUNT ERROR	% ERROR

TRANSMITTER			Model #	Ser. #	
UNITS		M.A. OUTPUT			
GPM	% FLOW	IN WC	REQ'D	FOUND	LEFT

X-MITTER ERROR	
FOUND	LEFT

RECORDER			Model #	Ser. #		
M.A. INPUT		DISPLAY				
GPM	REQ'D	FOUND	LEFT	REQ'D	FOUND	LEFT

RECORDER ERROR	
FOUND	LEFT

TOTALIZER			Model #	Ser. #	
INPUT		COUNTS OUT			
GPM	MA FOUND	MA LEFT	REQ'D	FOUND	LEFT
					TIME

INTEGRATOR ERROR	
FOUND	LEFT

TEST METER			DP		
FLOW	TOTALIZER	TIME	FLOW	TOTALIZER	TIME

COUNT	% ERROR

Impulse line and taps open      Before       After

Flush

Register      Start       Finish

MIU ERROR

MIU           

Comments: \_\_\_\_\_  
 \_\_\_\_\_

SERVICE REP \_\_\_\_\_  
 \_\_\_\_\_

WITNESS \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT B-3**

**Sample Certificate of Calibration (Venturi)**

Date Recorded: _____
Serial#: _____
Flow Tube Model#: _____
Tag#: _____
Commission#: _____
Test by: _____

Data Input Areas
Input Variables
Converter: _____
Q Full Scale: _____
Select Meter Dia.: _____
DN: _____
Diameter: _____
1 0%: _____
1100%: _____
GK: _____
GKL: _____
K: _____

Data Input Areas
Input Variables
Output
Current: _____
Output
Frequency: _____
Calibrated
Flowrate: _____

GS 8 B Knob	Current Output	Frequency	Calculated	Observed	Deviation	Max Converter Reading ±% Error allowed limits
Setting	(mA)	Output (Hz)	Flowrate (USGal/min)	Flowrate (USGal/min)		
0						
A						
B						
C						
D						
E						