

THE STATE OF TEXAS

BID # S30-L23398

COUNTY OF HARRIS

ORDINANCE # 2010 - 0342  
CONTRACT # 4600010291

I. PARTIES

1.0 ADDRESS:

**THIS AGREEMENT FOR INSPECTION, MAINTENANCE, REPAIRS AND TESTING SERVICES ON SELF-CONTAINED BREATHING APPARATUS UNITS FOR VARIOUS DEPARTMENTS.**

("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and **HOYT ENTERPRISES, INC. DBA HOYT BREATHING AIR PRODUCTS** ("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(s)  
of Various Department(s)  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

Contractor

Hoyt Enterprises,  
dba Hoyt Breathing Air Products  
P.O. Box 653,  
Quinlan, TX 75474  
Phone 800-447-3385

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

## TABLE OF CONTENTS

	<u>Page</u> <u>No.</u>
I. PARTIES .....	1
1.0 ADDRESS:.....	1
2.0 TABLE OF CONTENTS:.....	1
3.0 PARTS INCORPORATED:.....	3
4.0 CONTROLLING PARTS:.....	3
5.0 DEFINITIONS:.....	3
6.0 SIGNATURES:.....	4
II. DUTIES OF CONTRACTOR .....	5
1.0 SCOPE OF SERVICES:.....	5
2.0 INDEMNITY AND RELEASE:.....	5
3.0 INDEMNIFICATION PROCEDURES:.....	6
4.0 INSURANCE:.....	6
5.0 WARRANTIES:.....	7
6.0 LICENSES AND PERMITS:.....	7
7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:.....	8
8.0 MWBE COMPLIANCE:.....	8
9.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	8
10.0 ENVIRONMENTAL LAWS:.....	9
11.0 CONTRACTOR'S PERFORMANCE:.....	9
12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:.....	9
13.0 CONTRACTOR PAY OR PLAY PROGRAM .....	9
III. DUTIES OF CITY .....	10
1.0 PAYMENT TERMS:.....	10
2.0 TAXES:.....	10
3.0 METHOD OF PAYMENT:.....	10
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:.....	10
5.0 LIMIT OF APPROPRIATION:.....	10
6.0 CHANGES:.....	11
IV. TERM AND TERMINATION .....	12
1.0 CONTRACT TERM:.....	12
2.0 NOTICE TO PROCEED:.....	12
3.0 RENEWALS:.....	12
4.0 TIME EXTENSIONS:.....	12
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	12
6.0 TERMINATION FOR CAUSE BY CITY:.....	13
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	13
8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:.....	14
V. MISCELLANEOUS .....	14
1.0 INDEPENDENT CONTRACTOR:.....	14
2.0 FORCE MAJEURE:.....	14
3.0 SEVERABILITY:.....	14
4.0 ENTIRE AGREEMENT:.....	14

5.0	WRITTEN AMENDMENT:	15
6.0	APPLICABLE LAWS:	15
7.0	NOTICES:	15
8.0	NON-WAIVER:	15
9.0	INSPECTIONS AND AUDITS:	15
10.0	ENFORCEMENT:	15
11.0	AMBIGUITIES:	15
12.0	SURVIVAL:	16
13.0	PARTIES IN INTEREST:	16
14.0	SUCCESSORS AND ASSIGNS:	16
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS:	16
16.0	REMEDIES CUMULATIVE:	16
17.0	CONTRACTOR DEBT:	16

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- E. FEES AND COSTS
- F. CONTRACTOR PAY OR PLAY

**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:

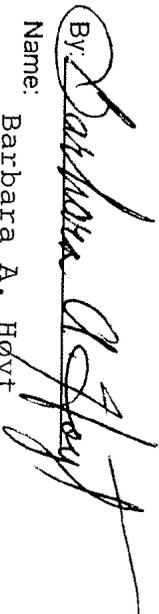
6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

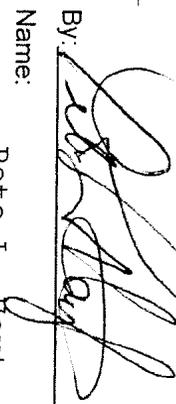
ATTEST/SEAL (if a corporation):

Hoyt Enterprises, Inc.

WITNESS (if not a corporation):

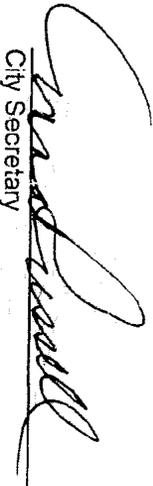
dba Hoyt Breathing Air Products

By:   
Name: Barbara A. Hoyt  
Title: President

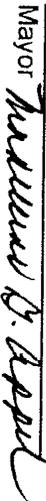
By:   
Name: Pete L. Hoyt  
Title: Vice President  
Federal Tax ID Number: 75-2468317

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

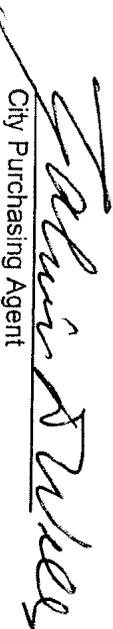
  
City Secretary

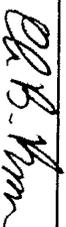
Signed by:

  
Mayor 

APPROVED:

COUNTERSIGNED BY:

  
City Purchasing Agent

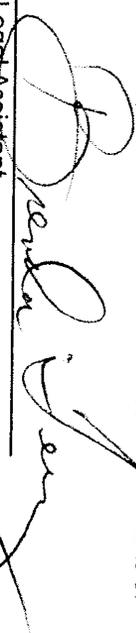
  
City Controller 

DATE COUNTERSIGNED:

4/7/10

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   
March 16, 2010

  
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 labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B"

### 2.0 INDEMNITY AND RELEASE:

#### 2.1 RELEASE

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.

#### 2.2 INDEMNIFICATION:

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:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

### 2.3 INDEMNIFICATION:

**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**

**3.0 INDEMNIFICATION PROCEDURES:**

**3.1**

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:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

**3.2**

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.

**3.3**

Defense of Claims

**3.3.1**

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.

**3.3.2**

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 adversely 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.

**4.0**

**INSURANCE:**

**4.1**

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 and (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 coverages in the following amounts:

4.1.1 Commercial General Liability insurance including Contractual Liability insurance: \$500,000 per occurrence; \$1,000,000 aggregate

4.1.2 Workers' Compensation including Broad Form All States endorsement: Statutory amount

4.1.3 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.

4.1.4 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)

4.2 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 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:

4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

**5.0 WARRANTIES:**

5.1 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.

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

5.2.1 that all items are free of defects in title, material, and workmanship,

5.2.2 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,

5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

**6.0 LICENSES AND PERMITS:**

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

**7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:**

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

**8.0 MWBE COMPLIANCE:**

8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 0% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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

**9.0 DRUG ABUSE DETECTION AND DETERRENCE:**

9.1 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.

9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

9.2.1 a copy of its drug-free workplace policy,

9.2.2 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,

9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

9.3 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.

9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**10.0 ENVIRONMENTAL LAWS:**

10.1 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.

10.2 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.

**11.0 CONTRACTOR'S PERFORMANCE:**

11.1 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.

**12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:**

12.1 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.

12.2 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.

12.3 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.

**13.0 CONTRACTOR PAY OR PLAY PROGRAM:**

13.1 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. Exhibit "1".

13.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

### III. DUTIES OF CITY

#### 1.0 PAYMENT TERMS:

- 1.1 The City shall pay and Contractor shall accept fees at the unit prices 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 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

#### 2.0 TAXES:

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

#### 3.0 METHOD OF PAYMENT:

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

#### 4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

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

#### 5.0 LIMIT OF APPROPRIATION:

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$93,551.00** 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 Agreement]

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

[Here describes 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.

#### **1.0 CONTRACT TERM: IV. TERM AND TERMINATION**

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the 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 of the City Department elects not to renew this Agreement, the City Purchasing 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 the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

#### **5.0 TERMINATION FOR CONVENIENCE BY THE CITY:**

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

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after

receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

## 6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
  - 6.1.2 Contractor becomes insolvent;
  - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
  - 6.1.4 a receiver or trustee is appointed for Contractor.

6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.

6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## 7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

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

7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures

the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

**8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:**

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

**V. MISCELLANEOUS**

**1.0 INDEPENDENT CONTRACTOR:**

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

**2.0 FORCE MAJEURE:**

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

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

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

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

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

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

**3.0 SEVERABILITY:**

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

**4.0 ENTIRE AGREEMENT:**

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

**5.0 WRITTEN AMENDMENT:**

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

**6.0 APPLICABLE LAWS:**

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

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

**7.0 NOTICES:**

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**8.0 NON-WAIVER:**

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

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

**9.0 INSPECTIONS AND AUDITS:**

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

**10.0 ENFORCEMENT:**

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

**11.0 AMBIGUITIES:**

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

**12.0 SURVIVAL:**

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

**13.0 PARTIES IN INTEREST:**

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

**14.0 SUCCESSORS AND ASSIGNS:**

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

**15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:**

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

**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.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"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 WORK**

**1.0**

**GENERAL**

Contractor shall furnish all management, supervision, labor, equipment, supplies, parts (unless otherwise specified) and materials required for inspections, preventive maintenance, repairs and testing air services for Breathing Air Systems, to include but not limited to: Stationary and Mobile Breathing Air Compressors, Stationary and Mobile Cascade Storage Systems, Pressurized Breathing Air Storage Cylinders, Oxygen Transfer Boost Systems & Self Contained Breathing Apparatus, automated high pressure respiratory system used to provide NFPA 1989 2008/ CGA (SCBA) or self-contained underwater breathing apparatus (SCUBA). Emergency service and parts shall be inclusive with this contract. Contractor shall maintain equipment in good working order and shall have replacement parts readily available. All work shall be performed by trained and skilled persons having experience in the type of work and equipment specified in this Exhibit. Service shall be performed during normal business hours of 7:30 a.m. - 4:30 p.m., Monday through Friday, excluding holidays designated by City Council.

**2-0**

**SCOPE OF SERVICES**

2.1 Contractor shall repair the following major components of Stationary and Mobile Breathing Air Compressors, Cascade Units, two Oxygen Transfer Booster Systems and five tower units:.

Compressor Assembly	Compressor Accessories	*Air Purifier (Filter Package)
*Moisture Monitor	"Carbon Monoxide Monitor	"High Pressure Air Cylinders
"Vacuum Pumps	"Booster Pumps	"Valves and Gauges

2.2 Contractor shall provide Stationary and Mobile Breathing Air Compressor, Cascade Units, and Tower Units preventative maintenance and certification of air sample.

2.3 Contractor shall provide parts and repair services of new and of current design for the appropriate manufacture of Stationary and Mobile Breathing Air Compressor, Cascade Units and two Oxygen Transfer Booster Systems.. Used and/or surplus equipment is unacceptable. Due to health and safety purposes and parts availability, the Contractor shall provide services that meet or exceed the manufacturer's specification for each units.

2.4 For Public Works and Engineering, the Contractor shall provide for each SCBA unit a tag that will be marked during each monthly inspection, indicating the inspection dates throughout the year. Upon completion of Monthly Inspections Contractor shall provide to the City a checklist indicating each SCBA inspected that month. Checklist will indicate whether the unit Passed/Failed inspection, and note any repairs that were made.

**3.0**

**SERVICE PROCEDURES**

3.1 Each system shall have an initial service to obtain information on the way the air system is working, needing repair or maintenance. The Contractor shall provide a minimum of twelve (12) visits per year. A logbook shall be maintained as part of the service (how often it has been repaired and serviced, list of customer questions, comments, and complaints). The master price list of the proposed discounted parts for preventative maintenance supplied by the Contractor shall consist of purifier cartridges, hydrostatic test, mechanical separator elements, chemical cartridges, o-rings and back-up rings, intake filters and oils. All paperwork shall be submitted with invoices in regards to any discrepancies, inspection, and repairs, parts used, recommendations or results. All work performed shall include parts, labor, travel, and shipping rates as they apply to routine service and approved repairs and upgrades. No repairs or upgrades, beyond contract routine service will be done until a

written, detailed estimate is approved and a purchase order is issued. Provisions for emergency repairs shall be listed separate if different from scheduled work.

3.2 Emergency service shall not exceed 24-hour response time (Warranty Work Not Included) and shall consist of discounted proposed master parts price list for any quantity as needed per manufacturer's specifications of each unit.

#### **4.0 PREVENTATIVE MAINTENANCE/INSPECTION 4.1**

##### **Monthly Requirement**

Contractor shall perform the following inspections every month. First service period shall be scheduled by the City, thereafter by the Contractor.

- Check electrical power and provide rotation
- Check air take (remote)
- Check air intake filter and rotate
- Check oil level and add oil if necessary
- Change oil and oil filter as required
- Clean compressor and other system components
- Check interstage filters
- Inspect drive belts and check tension
- Inspect electric motor
- Check compressor flywheel
- Check for loose nuts, bolts, and other fasteners
- Check for loose electrical and instrumentation wires
- Check for cartridge change indicator
- Check readings on moisture monitor and/or carbon monoxide monitor
- Check purifier chambers and leaks
- Check condensation discharge and dispose of condensate containers
- Inspect flex hoses for hicks, cuts, abrasions, or other signs of possible damage
- Check fill connectors
- Check filler valves and bleeder valves
- Check mechanical separator
- Check each purifier chamber and replace cartridges as needed
- Check all gauges for leaks and pressures

##### **4.1.1 Additional Monthly Requirements for Public Works & Engineering**

- Contractor shall perform SCOTT SCBA Monthly Inspection. Shall comply with applicable OSHA &/or NIOSH Standards/Guidelines.
- Contractor shall note needed repairs for SCBA, shall perform needed repairs and conduct post repair Flow Testing that shall meet Manufacturers Guidelines, as well as applicable OSHA &/or NIOSH Standards/Guidelines. Contractors Standard Labor Rate shall apply.
- Contractor shall visually inspect SCBA Cylinders to check for deficiencies, and hydrostatic testing needs.
- Contractor shall remove from service SCBA cylinders that are in need of repair and or hydrostatic testing. Hydrostatic testing shall be in compliance with 4.8 of this contract.
- Contractor shall provide "Fill & Leak Check" services for SCBA Cylinders that are not full upon Monthly Inspection.
- Contractor will perform SCBA Monthly Inspections "On Site". The first service period shall be scheduled by the City, thereafter by the Contractor.

4.1.2 **Bi-Monthly Requirement (Oxygen Transfer Boost system only)**  
Contractor shall perform the following Preventive Maintenance "on-site" bi-monthly (every two months). The first service period shall be scheduled by the City, thereafter by the Contractor.

4.1.3 **Air Certification (Minimum Standards)**

- Clean manifold, pigtails and booster of any dust, dirt or other debris.
- Visually inspect gauges and pigtails for damage or wear.
- Replace if needed.
- Pressurize the system and check for leaks using OEM approved leak test solution.
- Repair leaks if not with in OEM tolerances.
- Check shut off valves for packing leakage repair as needed or perform annual PM

4.2

**Quarterly Requirement**

Contractor shall perform the following Preventive Maintenance "on-site" every three (3) months. The first service period shall be scheduled by the City, thereafter by the Contractor.

4.2.1 **Air Certification (Minimum Standards):**

4.2.1.1 All breathing air quality verification testing as specified in Chapters 5 and 6 (NFPA 1989 2008 shall be perform by a laboratories that is accredited for testing compress breathing air by an accreditation body in accordance with ISO 17025, General requirements for the competence of calibration and testing laboratories. The accreditation body shall meet the requirement for an accreditation program specified in section 4.2 of the NFPA 1989 2008 edition. The air-testing laboratories must provide a certified for display at compressor sites.

4.2.2. Contractor shall perform Quarterly Carbon Monoxide Monitor Calibration "on-site" every three months (Quarterly).

4.2.2.1 Carbon Monoxide Monitor Calibration shall meet or exceed the manufacturers specifications for each unit, and shall be in compliance with the latest regulation and standards for NIOSH, OSHA, NFPA 1989 2008/ CGA Grade E and the Texas Commission on Fire Protection, as well as the policies of each Department and the City of Houston Fire Department.

4.3

**Bi-Requirements**

Contractor shall perform the following preventative maintenance "on-site" bi-annually. The first service period shall be scheduled by the City, thereafter by the Contractor.

- Change mechanical separator element
- Rebuild auto drain system
- Change purification cartridges after 50 - 70 hours of run time and replace o-rings and back-up rings and interstage-trap check valves

4.5

**Annual Requirements**

Contractor shall perform the following preventative maintenance "on-site" annually, or at each 100 hours of operational time for Stationary and Mobile Breathing Air Compressors whichever comes first. The, The first service period shall be scheduled by the City, thereafter by the Contractor.

- Change oil
- Change intake filters

- Provide third and fourth stage valve replacement as per manufacturer's specifications on replacement of said items.

#### 4.6

##### **Annual Requirement for the Oxygen Transfer Booster Systems**

Contractor shall perform the following preventative maintenance "on site" annually. The first service period shall be scheduled by the City, thereafter by the Contractor.

- Overhaul vacuum pump and booster
  - Remove heads- replace valve springs and ball, check seats for wear replace as needed.
- « Check piston guide, replace if needed.
  - Check piston for side-to-side movement repair if not within OEM tolerances. All repairs must be performed according to OEM recommendation and specifications.
  - Check piston for wear and polish, replace if needed.
  - Check counter weights for proper location/alignment.
  - Check rod bearings for wear alignment and clearances. If not within OEM tolerances replace.
  - Always install new seals and o-rings.
  - Always follow OEM specifications for tolerances and torque were applicable.
  - Replace in line filter. Filter shall be OEM or equal.
- " System must be pressure tested according to OEM specifications. All testing must comply with the latest rules and regulations of OSHA, NFPA 1989 2008/ CGA Grade E Standards and Texas Fire Commission.
  - Oxygen booster send back to manufacture for annual certification.
  - Gauge must be replaced or recall annually with certificate provided.

#### 4.7

##### **Quarterly Requirement for Carbon Monoxide Monitor Calibration**

Contractor shall perform the following preventative maintenance "on-site" quarterly. The first service period shall be scheduled by the City, thereafter by the Contractor.

- Check calibration gases
- Check filter
- Check cell
- Check pilot lights

#### 4.8

##### **Hydrostatic Test**

The U.S. Department of Transportation requires hydrostatic testing for SCBA cylinders on a periodic basis and limits the number of years that a cylinder can be used in order to meet regulation.

- 4.8.1 Aluminums, steel, and carbon-fiber cylinders must be hydrostatically tested every five years.
- 4.8.2 Kevlar aramid (p-phenylene terephthalamide) or fiberglass fibers must be tested every three years.

#### 4.9 Annual Requirement for Tower Inspection

- Drain storage cylinder & refill
- Check all air leaks
- Check regulator & filter for proper operation
- Replace gauge & fitting as needed
- All work must be perform onsite

#### 5.0

##### **RESPONSE TIME**

Contractor shall forward sampling equipment to the appropriate "ship to" contact within two (2) calendar days of notification by the requester and shipped Federal Express, or comparable means. Analysis must

be complete, within 24 hours of receipt of sample, at the Contractor's laboratory.

**6.0 NOTIFICATION**

Results must be compared to require air specifications verbal results must be given on all samples that do not meet required air specifications within 24 hours of receipt, followed by a printed report within 72 hours of receipt of the sample at the laboratory. Reports must contain the following:

- individual report number
- identification of the location the sample was taken
- date sample analyzed, name and address of analytical laboratory
- name of person conducting the laboratory analysis
- the source air results reported by the components listed above
- the ambient air results reported by the components listed above
- the components of the required air specification listed and a comment section clearly stating what problems are found if the test does not meet the required air specification.

**7.0 QUALITY CONTROL AND QUALITY ASSURANCE (QC and QA)**

7.1 The air testing laboratory must provide and follow a documented QA / QC manual which has been approved by the specific testing laboratory accreditation source.

7.2 The Contractor shall furnish the air compressor parts if the required parts are not available in the City's inventory. Contractor shall maintain a stock of commonly used service parts to ensure immediate availability and have a system in place that will ensure the repair parts are on-hand for installation within 24 hours. Contractor shall supply all OEM parts, or parts meeting OEM specifications, for all repair work. At times the City may elect to purchase parts only, no repair required. Purchased parts may include, but are not limited to, bulbs, gaskets, etc. In some instances, if repair cost exceeds replacement costs, the City may elect to purchase small equipment (under \$400 in value, e.g.: microwaves, stir plates, etc.) from Contractor. All parts and equipment shall be based on Contractor's mark-up/discount; in Exhibit "H", Fee Schedule.

7.3 The Contractor shall furnish SCBA Parts for PWE if the required parts are not available in the PWE Inventory. Contractor shall supply parts for SCBA that are based on the Contractor's mark-up/discount, in Exhibit "H", Fee Schedule.

**8.0 SCBA AND OXYGEN BOOSTER SYSTEMS LOCATIONS**

The following are the locations of SCBA and Oxygen Booster Systems within the Houston Fire Department. SCBA are constructed by a major manufacturer such as Bauer, Eagle, Scott, Ingersol-Rand, or a combination thereof. The Oxygen Booster Systems are constructed by Master Line INC. and Gast Corporation.

**HFD Self-Contained SCBA:**

Location	Unit Type	Address	Key Map	Phone
Air Pack Shop	Stationary	1205 Dart	493L	713-247-5070
Training Academy	Stationary	8030 Braniff	575B	713-640-0300
Station 5	Stationary	5020 Hollister	450R	713-932-6326 or 713-932-6142
Station 11	Stationary	460 T.C. Jester	492C	713-880-1800
Station 64	Stationary	3000 Greens Rd.	373N	713-590-8124 or 713-590-8827
Station 75	Stationary	1995 Dairy Ashford	488R	713-558-7105 or 713-558-7195

Station 102	Stationary	4102 W. Lake Houston	297T	731-61-7450 or 713-361-
Station 2	Mobile	588 Woodway	491K	713-977-4393 or 713-977-
Station 23	Mobile	8005 Lawndale	535B	713-924-4866 or 713-923-
Station 30	Mobile	6702 Irvinaton	453Q	713-694-3489 or 713-694-

Station 81	Stationary	7990 Paul B. Koonce St.	575K	713-845-6881
Station 99	Stationary	18580 Chanute Rd.	373H	281-233-7930
Training	Mobile	8030 Braniff	575B	713-640-0300

**HFD Oxygen Transfer Booster Systems:**

Location	Unit Type	Address	Key Map	Phone
Body Shop	Stationary	1205 Dart	493L	713-247-5070

**PW&E Inspection Locations:**

- East Water Purification Plant (EWPP) Federal Road Facility 2300 Federal Road Houston, TX 77015
- Southeast Water Purification Plant (SEWPP) Genoa Rod Bluff 3100 Genoa Red Bluff Houston, TX 77034
- City of Houston Facility 100 Japhet Street Houston, TX 77020
- Kempwood Facility 9400 Kempwood Houston, TX 77080
- Northeast Water Purification Plant (NEWPP) 12121 N. Sam Houston Parkway East Humble, TX 77348
- Spring Branch Plant  
Kempwood Facility  
9400 Kempwood, Houston, Texas

These sites are used for Public Works and Engineering as inspection locations and the vendor shall advise contact personnel of the location where inspection(s) are being held.

**9.0 ANNUAL FLOW TESTING SCOPE OF SERVICES**

- 9.1 Contractor shall perform flow testing on SCBA Air Packs and regulators. The Airpack Section of The Houston Fire Department (HFD) will provide the contractor with extra air packs and regulators to exchange in the event that a failure is discovered at the station. The Houston Fire Department (HFD) is responsible for repair of any Airpack or regulator that fails the test.
- 9.2 Only Scott certified and trained personnel, having experience in the type of work and equipment specified, will perform all testing. Prior to testing, contractor shall provide to The Houston Fire Procurement section, located at 1205 Dart St. the names of testers and copies of their certifications.
- 9.3 Testing will be performed on approximately 1000 SCBA Air Packs and regulators. There will be approximately a 10% increase per year in SCBA equipment.
- 9.4 Flow testing will be performed annually.

- 9.5 Testing shall be scheduled by the City, in conjunction with the Contractor in order to facilitate expedited completion of each work order. Testing shall begin within one week after receipt of work order.
- 9.6 Testing for each district must be completed within 60 days of receipt of work order for said district.
- 9.7 Testing will be performed at the District Stations on the A, B, C and D shifts.
- 9.8 District stations will be responsible for calling in all the stations in their District for testing.
- 9.9 The flow testing must be performed with a calibrated Posichack III machine using the Scott Health and Safety Software and in accordance with the latest rules and regulations of OSHA, NFPA 1989 2008/ CGA Grade E Standards and Texas Fire Commission.
- 9.10 Upon the completion of all testing, the contractor will submit a hard disk (non-recordable CD, flash Media, or in a portable data storage device) of the test results to The HFD Airpack Section. This information will include user date, i.e. name, employee payroll number, testing location, as well as time and date of testing.
- 9.11 Annual Flow Testing for PWE shall be conducted at Inspection Locations listed for PWE in 8.0 of this contract. During Annual Flow Testing for PWE Contractor shall provide Flow Testing and repair services that shall meet the Manufacturers Guidelines, as well as applicable OSHA &/or NIOSH Guidelines. Contractors Standard Labor Rate shall apply for repairs.

#### **10.0 ANNUAL FIT TESTING SCOPE OF SERVICES**

- 10.1 Contractor shall perform Fit Testing of face pieces. Contractor shall be provided by the HFD with extra face pieces for exchange in the event of a failure. The HFD is responsible for repair of face pieces that fail the test.
- 10.2 Only Scott Air-Pak certified and trained personnel, having experience in the type of work and equipment specified, will perform all testing. Prior to testing, contractor shall provide to The HFD Procurement section, located at 1205 Dart St. with the names of testers and copies of their certifications.
- 10.3 Testing will be performed on approximately 4,000 firefighters in suppression and 300 graduating cadets annually.
- 10.4 District stations will be responsible for calling in all the stations in their District for testing.
- 10.5 The HFD will provide roster of firefighters to be tested. Fit testing will be performed annually.
- 10.6 Testing shall be scheduled by the City, in conjunction with the Contractor in order to facilitate expedited completion of each work order. Testing shall begin within one week of receipt of work order.
- 10.7 Testing for all firefighters in each District shall be completed within 60 days after receipt of the work order for each district. Testing for cadets must be completed before they go to their assigned stations.
- 10.8 Testing of firefighter's face pieces will be performed at the District Stations on the A, B, C and D Shifts. Testing for the cadets will be performed at the academy. The face pieces must be fit tested by a Porta count machine using Trust, Science, Innovation (TSI) and in accordance with the latest rules and regulation of OSHA, NFPA 1989 2008/ CGA Grade E Standards and Texas Fire Commission.
- 10.9 Upon completion of all testing, the contractor will submit a hard disk (non-recordable CD, flash

Media, or in a portable data storage device) of the test results to the HFD Airpack section at 1205 Part St. for each shift. This information will include user date, i.e. name and employee payroll number, testing location, as well as time and date of testing.

## 11.0 INVOICING

11.1 Contractor shall submit invoices monthly, by the tenth calendar day of the month, all invoices for the previous month. Invoices must be submitted in triplicate (one original and two copies). All invoices shall be original invoices or certified original invoices on Contractor's company stationery 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(s). Each invoice shall detail the following information:

- City Contract No. and Ordinance No.
- Copy of Work Order

11.2 Ordering Department and Facility Name and address where services were performed date(s) and time(s) services performed

11.3 Parts or components repaired or replaced, Manufacturer Model/Part Nos. installed, detailing net unit pricing, percentage markup/discount and total cost per line item. (Contractor shall attach a photocopy of the supplier's invoice for each part having an individual cost of \$5.00 or more).

11.4 All unit prices for labor and parts shall be listed and easily identified against the quoted Contract pricing.

11.5 Contractor shall mail invoices to applicable department:

**HFD Invoicing Address:**  
Houston Fire Department  
Attn: Accounts Payable  
PO Box 3625  
Houston, TX 77253

**PW&E Invoicing Address:**  
Public Works and Engineering Department  
Attn: Accounts Payable - Mr. Craig Foster  
PO Box 61449  
Houston, TX 77208-1449

## 12.0 ADDITIONS & DELETIONS:

12.1 The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like 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 service is 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.

## 13.0 ESTIMATED QUANTITIES NOT GUARANTEED:

13.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services outlined in the scope of work during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing requiring all the quantities specified herein.

## 14.0 WARRANTY OF SERVICES:

14.1 *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.

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

14.3 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.

14.4 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.

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

**EXHIBIT "C"**  
**EQUAL EMPLOYMENT OPPORTUNITY**

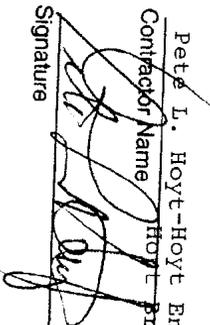
1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants 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"**  
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS**  
**IN PERFORMANCE OF A CITY CONTRACT**

I, Pete L. Hoyt Vice President  
**(Name - Print/Type)** **(Title)**

as an owner or officer of Hoyt Enterprises, Inc dba  
Hoyt Breathing Air Products **(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 10/07/09

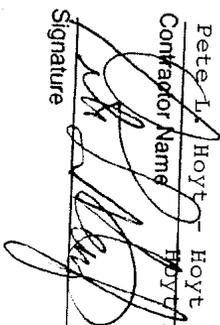
Pete L. Hoyt-Hoyt Enterprises, Inc. dba  
Contractor Name Hoyt Breathing Air Products  
Signature   
Vice President  
Title

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

I, Pete L. Hoyt  
**(Name - Print/Type)**

Hoyt Enterprises, Inc. dba  
Hoyt Breathing Air Products **(Contractor)**  
as an owner or officer of Hoyt Enterprises, Inc. dba  
Hoyt Breathing Air Products  
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 10/07/09

Pete L. Hoyt Hoyt Enterprises, Inc. dba  
Contractor Name Hoyt Breathing Air Products  
Signature   
Vice President  
Title

**EXHIBIT "E"  
FEES AND COSTS**

**Year One Breathing Apparatus**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Labor to perform monthly inspection of stationary breathing air units	EA	\$60.00
2	Labor to perform monthly inspection of mobile breathing air units	EA	\$60.00
3	Labor to perform quarterly PM for stationary breathing air units	EA	\$205.00
4	Labor to perform quarterly PM for mobile breathing air units	EA	\$205.00
5	Labor to perform semi-annual PM stationary breathing air units	EA	\$205.00
6	Labor to perform semi-annual PM stationary breathing air units	EA	\$205.00
7	Labor to perform annual PM stationary breathing air units	EA	\$205.00
8	Labor to perform annual PM mobile breathing air units	EA	\$205.00
9	Annual PM for carbon monoxide monitor calibration for stationary breathing air units	EA	\$29.00
10	Annual PM for carbon monoxide monitor calibration for mobile breathing air units	EA	\$29.00
11	Standard labor rate for mechanical work	HOUR	\$50.00
12	Emergency Labor Rate for mechanical work	HOUR	\$60.00
13	Emergency service charge per breathing air units	HOUR	\$60.00
14	Standard Labor Rate	HOUR	\$50.00
15	Emergency Labor Rate for work performed outside of normal business hours	HOUR	\$107.00
16	Flow Testing of SCBA air packs & regulators	EA	\$19.00
17	Fit testing of face pieces	EA	\$9.00
18	Quarterly air samples	EA	\$95.00
19	Annual Calibration of oxygen booster system gauges	EA	\$65.00
20	Labor to perform bi-monthly service schedule on oxygen transfer booster systems	EA	\$75.00
21	Hydrostatic Testing (all types, including o-ring) for Public Works & Engineering Department	EA	\$20.00
22	Fill & Leak Check for Public Works & Engineering Department	EA	\$6.00
23	SCBA Inspections for Public Works & Engineering Department	EA	\$12.00

Year One Parts and Materials

Item #	Description	% Markup
1	Parts and Materials above cost (Original Invoice) 8.00	

Year Two Breathing Apparatus

Item #	Description	Unit of Measure	Unit Price
1	Labor to perform monthly inspection of stationary breathing air units	EA	\$63.00
2	Labor to perform monthly inspection of mobile breathing air units	EA	\$63.00
3	Labor to perform quarterly PM for stationary breathing air units	EA	\$210.00
4	Labor to perform quarterly PM for mobile breathing air units	EA	\$210.00
5	Labor to perform semi-annual PM stationary breathing air units	EA	\$210.00
6	Labor to perform semi-annual PM stationary breathing air units	EA	\$210.00
7	Labor to perform annual PM stationary breathing air units	EA	\$210.00
8	Labor to perform annual PM mobile breathing air units	EA	\$210.00
9	Annual PM for carbon monoxide monitor calibration for stationary breathing air units	EA	\$30.00
10	Annual PM for carbon monoxide monitor calibration for mobile breathing air units	EA	\$30.00
11	Standard labor rate for mechanical work	HOUR	\$51.00
12	Emergency Labor Rate for mechanical work	HOUR	\$62.00
13	Emergency service charge per breathing air units	HOUR	\$62.00
14	Standard Labor Rate	HOUR	\$51.00
15	Emergency Labor Rate for work performed outside of normal business hours	HOUR	\$110.00
16	Flow Testing of SCBA air packs & regulators	EA	\$19.00
17	Fit testing of face pieces	EA	\$9.00
18	Quarterly air samples	EA	\$105.00
19	Annual Calibration of oxygen booster system gauges	EA	\$67.00
20	Labor to perform bi-monthly service schedule on oxygen transfer booster systems	EA	\$77.00
21	Hydrostatic Testing (all types, including o-ring) for Public Works & Engineering Department	EA	\$20.00
22	Fill & Leak Check for Public Works & Engineering Department	EA	\$7.00
23	SCBA Inspections for Public Works & Engineering Department	EA	\$13.00

7185  
Year Two Parts and Materials

Item #	Material Description	% Markup
1	Parts and Materials above cost (Original Invoice) 8.00	

Year Three Breathing Apparatus

Item #	Description	Unit of Measure	Unit Price
1	Labor to perform monthly inspection of stationary breathing air units	EA	\$65.00
2	Labor to perform monthly inspection of mobile breathing air units	EA	\$65.00
3	Labor to perform quarterly PM for stationary breathing air units	EA	\$217.00
4	Labor to perform quarterly PM for mobile breathing air units	EA	\$217.00
5	Labor to perform semi-annual PM stationary breathing air units	EA	\$217.00
6	Labor to perform semi-annual PM stationary breathing air units	EA	\$217.00
7	Labor to perform annual PM stationary breathing air units	EA	\$217.00
8	Labor to perform annual PM mobile breathing air units	EA	\$217.00
9	Annual PM for carbon monoxide monitor calibration for stationary breathing air units	EA	\$31.00
10	Annual PM for carbon monoxide monitor calibration for mobile breathing air units	EA	\$31.00
11	Standard labor rate for mechanical work	HOUR	\$53.00
12	Emergency Labor Rate for mechanical work	HOUR	\$64.00
13	Emergency service charge per breathing air units	HOUR	\$64.00
14	Standard Labor Rate	HOUR	\$53.00
15	Emergency Labor Rate for work performed outside of normal business hours	HOUR	\$114.00
16	Flow Testing of SCBA air packs & regulators	EA	\$21.00
17	Fit testing of face pieces	EA	\$9.00
18	Quarterly air samples	EA	\$105.00
19	Annual Calibration of oxygen booster system gauges	EA	\$70.00
20	Labor to perform bi-monthly service schedule on oxygen transfer booster systems	EA	\$80.00
21	Hydrostatic Testing (all types, including o-ring) for Public Works & Engineering Department	EA	\$20.00
22	Fill & Leak Check for Public Works & Engineering Department	EA	\$8.00
23	SCBA Inspections for Public Works & Engineering Department	EA	\$14.00

Year Three Parts and Materials

Item #	Description	% Markup
1	Parts and Materials above cost (Original Invoice) 9.00	

Year Four Breathing Apparatus

Item #	Description	Unit of Measure	Unit Price
1	Labor to perform monthly inspection of stationary breathing air units	EA	\$65.00
2	Labor to perform monthly inspection of mobile breathing air units	EA	\$65.00
3	Labor to perform quarterly PM for stationary breathing air units	EA	\$228.00
4	Labor to perform quarterly PM for mobile breathing air units	EA	\$228.00
5	Labor to perform semi-annual PM stationary breathing air units	EA	\$228.00
6	Labor to perform semi-annual PM stationary breathing air units	EA	\$228.00
7	Labor to perform annual PM stationary breathing air units	EA	\$228.00
8	Labor to perform annual PM mobile breathing air units	EA	\$228.00
9	Annual PM for carbon monoxide monitor calibration for stationary breathing air units	EA	\$33.00
10	Annual PM for carbon monoxide monitor calibration for mobile breathing air units	EA	\$33.00
11	Standard labor rate for mechanical work	HOUR	\$56.00
12	Emergency Labor Rate for mechanical work	HOUR	\$68.00
13	Emergency service charge per breathing air units	HOUR	\$68.00
14	Standard Labor Rate	HOUR	\$57.00
15	Emergency Labor Rate for work performed outside of normal business hours	HOUR	\$120.00
16	Flow Testing of SCBA air packs & regulators	EA	\$21.00
17	Fit testing of face pieces	EA	\$9.00
18	Quarterly air samples	EA	\$110.00
19	Annual Calibration of oxygen booster system gauges	EA	\$74.00
20	Labor to perform bi-monthly service schedule on oxygen transfer booster systems	EA	\$84.00
21	Hydrostatic Testing (all types, including o-ring) for Public Works & Engineering Department	EA	\$22.00
22	Fill & Leak Check for Public Works & Engineering Department	EA	\$9.00
23	SCBA Inspections for Public Works & Engineering Department	EA	\$15.00

Year Four Parts and Materials

Item #	Description	% Markup
1	Parts and Materials above cost (Original Invoice) 9.00	

Year Five Breathing Apparatus

Item #	Description	Unit of Measure	Unit Price
1	Labor to perform monthly inspection of stationary breathing air units	EA	\$68.00
2	Labor to perform monthly inspection of mobile breathing air units	EA	\$68.00
3	Labor to perform quarterly PM for stationary breathing air units	EA	\$244.00
4	Labor to perform quarterly PM for mobile breathing air units	EA	\$244.00
5	Labor to perform semi-annual PM stationary breathing air units	EA	\$244.00
6	Labor to perform semi-annual PM stationary breathing air units	EA	\$244.00
7	Labor to perform annual PM stationary breathing air units	EA	\$244.00
8	Labor to perform annual PM mobile breathing air units	EA	\$244.00
9	Annual PM for carbon monoxide monitor calibration for stationary breathing air units	EA	\$36.00
10	Annual PM for carbon monoxide monitor calibration for mobile breathing air units	EA	\$36.00
11	Standard labor rate for mechanical work	HOUR	\$60.00
12	Emergency Labor Rate for mechanical work	HOUR	\$73.00
13	Emergency service charge per breathing air units	HOUR	\$73.00
14	Standard Labor Rate	HOUR	\$61.00
15	Emergency Labor Rate for work performed outside of normal business hours	HOUR	\$129.00
16	Flow Testing of SCBA air packs & regulators	EA	\$21.00
17	Fit testing of face pieces	EA	\$9.50
18	Quarterly air samples	EA	\$110.00
19	Annual Calibration of oxygen booster system gauges	EA	\$80.00
20	Labor to perform bi-monthly service schedule on oxygen transfer booster systems	EA	\$90.00
21	Hydrostatic Testing (all types, including o-ring) for Public Works & Engineering Department	EA	\$22.00
22	Fill & Leak Check for Public Works & Engineering Department	EA	\$10.00
23	SCBA Inspections for Public Works & Engineering Department	EA	\$17.00

Year Five Parts and Materials

Item #	Material Description	% Markup
1	Parts and Materials above cost (Original Invoice) 9.00	

**EXHIBIT "F"  
PAY OR PLAY PROGRAM**

Document 00460  
(Form POP-1A)



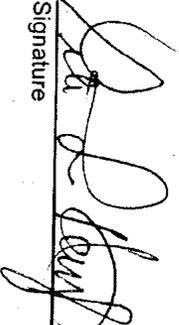
**City of Houston  
Pay or Play Program  
Acknowledgement Form**

**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature 

10/07/09  
Date

Pete L. Hoyt  
Print Name

116257  
City Vendor ID

Hoyt Enterprises, Ind. dba  
Hoyt Printing Air Products  
Company Name

800-447-3385  
Phone Number

LHoyt4033@aol.com  
Email Address

Revised 07-22-2008

CITY OF HOUSTON  
STANDARD SPECIFICATION  
FORM POP 2 (DOCUMENT 00630)

AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE  
CERTIFICATION BY BIDDER  
EFFECTIVE 7.1.07



**CERTIFICATION OF AGREEMENT TO  
COMPLY WITH PAY OR PLAY PROGRAM**

Contractor Name: Hoyt Enterprises, Inc. dba Hoyt \$ 824,280.00  
Breathing(~~Contractor~~/Subcontractor) (Amount of Contract)

Contractor Address: P.O. Box 653, Quinlan, TX 75474

Project No.: IGFS/CIP/AIP/File No.] Bid No. S30-L233398

Project Name: Legal Project Name] Inspection, Maintenance, Repairs & Testing on Self Contained Breathing Apparatus for Various Department  
In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

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

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

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

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

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

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

Total No. Of Employees on City Job	4	
No. Of Employees - "Paying"	0	
No. Of Employees - "Playing"	0	
No. Of Employees "Exempt"	0	

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

CONTRACTOR (Signature) *Pete L. Hoyt* DATE 10/22/09

NAME AND TITLE (Print or type) Pete L. Hoyt - Vice President