

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- (✓) Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.
- () Other - Grant Funds Available

Debbie D. Parker
Matthew P. Appel

Date: June 16, 2009 City Controller of the City of Houston, Texas

FUND REF: 8300-2000-520124 AMOUNT: \$ 1,000.00 ENCUMB. NO. 4500093876

JP
AP

OA 46-9663

City of Houston, Texas Ordinance No. 2009-542

AN ORDINANCE AWARDDING A CONTRACT TO HAHN EQUIPMENT CO., INC., FOR LARGE SUBMERSIBLE PUMP REPAIR SERVICES FOR PUBLIC WORKS AND ENGINEERING DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT: CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by Hahn Equipment Co., Inc. in the amount of \$3,661,902.10 (which amount is only an estimate if unit prices are included in the bid proposal of said bidder) and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

Section 2. The City Council hereby approves and authorizes the Contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents (including any related surety bonds) on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$3,661,902.10 unless and until this sum is increased by ordinance of City Council.

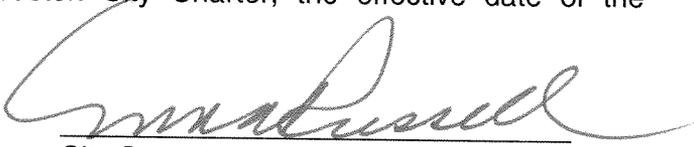
Section 6. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 17th day of June, 2009.

APPROVED this _____ day of _____, 20_____.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUN 30 2009.



City Secretary

Prepared by: Strategic Purchasing

Contact: Richard Morris, Phone: 832-393-8736

This Ordinance 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.

5-27-09

Date

D. GRAY

Legal Assistant

(Basic Form GMS159:AWARD-APPROV-SUPP. ALLOCAT. ORD.; Approved by City Attorney 10/95 _____)

AYE	NO	
✓		MAYOR WHITE
••••	••••	COUNCIL MEMBERS
✓		LAWRENCE
	ABSENT	JOHNSON
✓		CLUTTERBUCK
✓		ADAMS
	ABSENT	SULLIVAN
✓		KHAN
✓		HOLM
✓		RODRIGUEZ
✓		BROWN
✓		LOVELL
✓		NORIEGA
✓		GREEN
✓		JONES
CAPTION	ADOPTED	

THE STATE OF TEXAS

BID # S30-L23084

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR PUMPS, LARGE SUBMERSIBLE REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **HAHN EQUIPMENT COMPANY, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of Public Works & Engineering Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Hahn Equipment Company, Inc.
5636 Kansas
Houston, TX 77007
Phone: 713-896-0163

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. 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".

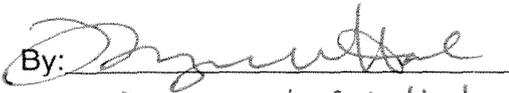
6.0 SIGNATURES:

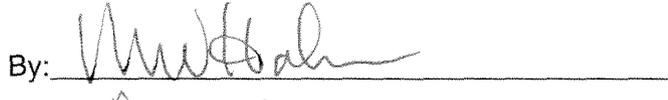
6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

Hahn Equipment Company, Inc.

WITNESS (if not a corporation):

By: 
Name: Margaret W. Hahn
Title: Secretary

By: 
Name: M. W. HAHN
Title: PRESIDENT
Federal Tax ID Number: 74-1698089

ATTEST/SEAL:


City Secretary

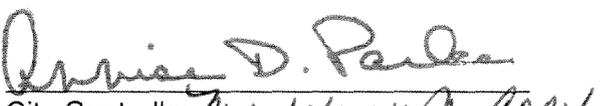
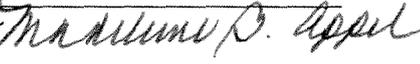
CITY OF HOUSTON, TEXAS

Signed by: 
Mayor 

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:


City Controller 

DATE COUNTERSIGNED:

6-26-09

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.

5-27-09
Date

D Gray
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 Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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 or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance 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 **11%** 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 "I".
- 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 **\$1,000.00** 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 the Agreement]

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

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:

6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to

the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the 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 I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

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

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

9.0 INSPECTIONS AND AUDITS:

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

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

EXHIBIT "A" **DEFINITIONS**

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

“Additional Services” shall mean other services to repair systems associated with the submersible pump, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the Director and Contractor.

"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 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.

“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 Public Works and Engineering 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 Technical Representative” (CTR) shall mean the representative of the Director of the Appropriate Department assigned to verify services invoiced, maintain a record of available funds, comply with the terms of the contract, review the contract at the time of renewal, and administer the day-to-day activities of the Contract.

“Contract Term” is defined in Article IV.

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

“Contractor’s Facility” shall mean place of business of the Contractor where the Contractor performs repairs of equipment and machinery for other entities, specifically where the Contractor plans to repair City of Houston submersible pumps of the model and size described in these specifications. The facility shall be equipped with the needed overhead/jib crane(s), lathe(s), drill(s), ovens, pressure washing machine, meggers, coil testers, balancing machine, paint booth, hydraulic press(es), and testing equipment to do the necessary repair/replacement work for the largest submersible pump in the group. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during assembly of the submersible pumps and installation of bearings and gears.

“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.

“Council Motion or Ordinance” shall mean the Official Document passed by the Governing Body designating award(s) and directing the City Purchasing Agent to issue Notice(s) to Proceed.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Director of the Public Works and Engineering Department, or the person he or she designates.

"Effective Date" is defined as the date the contract is countersigned by the City Controller.

"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.

"Emergency Labor Rate "(ELR) shall mean the contractor's charge for labor for unscheduled, immediate, and continuous repair work that shall be carried out until the repair of the unit is completed. UDR must authorize all emergency works.

"Equipment Inventory (EI) Number" shall mean the unique, cradle-to-grave number called Equipment Inventory (EI) Number used by (MMS) to identify each piece of equipment.

"(EI) Tag" shall mean a metallic strip, embossed with the equipment inventory number (EI #), attached to each piece of equipment

"Governing Body" means the Mayor and City Council of the City of Houston.

"Maintenance Management System" (MMS) shall mean a computerized database to manage work order process, and maintains historical data about performance and repair of equipment at the Water Production and Wastewater Operations branches of the Utilities Division, City of Houston.

"Non-repairable Shop Cost" shall mean the cost amount that the contractor can bill the City for the teardown, inspection, testing, and work scope/estimate preparation when the UDR determines that the submersible pump is not to be repaired (Non-Repairable).

"Non-Destructive Testing" (NDT) shall mean inspection to detect cracks and discontinuities by Magnetic Particle Methods, Penetrant Methods or any other Methods as needed and shall be performed by an NDT Level III Certified Technician. The Certification shall be in accordance to the latest Recommended Practices of the American Society for Non-Destructive Testing.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Other Repair Methods" shall mean any method of repair other than those prescribed in the Bid Form. These "other repair methods" must be authorized in writing by the equipment manufacturer and be approved by the Director.

"Overtime Labor Rate" (OLR) shall mean the contractor's charge for labor for work performed after contractor's Standard Business Hours. UDR must authorize all overtime works.

"Parties" mean all the entities set out in the Preamble who is bound by this Agreement.

"Recondition and repair" (recondition-repair) shall mean that the contractor, upon receipt of the unit, shall inspect and clean all components. Wash, dry, varnish, and bake stator. Clean excess varnish from stator fits. Check pump casing, impeller, volute, seals, and wear rings, if applicable. Check impeller fit on shaft. Bring all motor/pump clearances to OEM standards. Dynamically balance rotating parts assembly, re-assemble, perform

all tests, and check vibration at full rated voltage and frequency, and paint.

“Rewind and repair” (rewind-repair) shall mean that the contractor, upon receipt of the unit, shall inspect and clean all components. Burn stator, strip, and take data. Core test stator, rewind, connect, test, varnish dip /VPI stator, clean resin from stator fits. Check pump casing, impeller, volute, seals, and wear rings, if applicable. Check impeller fit on shaft. Bring all motor/pump clearances to OEM standards. Dynamically balance rotating parts assembly, re-assemble, perform all tests, and check vibration at full rated voltage and frequency, and paint.

“Standard Labor Rate “(SLR) shall mean the contractor’s charge for labor during contractor’s Standard Business Hours.

“Start of Contract Period” shall mean the date specified in the Notice to Proceed from the City Purchasing Agent.

“Submersible pump Groups” means the submersible pumps for the purpose of this contract are grouped such as to represent the manufacturer, operating voltage, speed, and the size of the units.

<u>Group Name</u>	<u>Manufacturer</u>	<u>Nominal Voltage (Volts)</u>	<u>Nominal Speed (RPM)</u>	<u>Horsepower (HP)</u>
Flygt: Group III	Flygt	460	900 to 1800	HP > 125 < or = 200 HP
Flygt: Group IV	Flygt	460,2300,4160	900 to 1800	HP > 200 < or = 500 HP

“User Department Representative” (UDR) shall mean the representative of the Director of the Department assigned to administer the day-to-day activities of the Contract.

EXHIBIT "B"
SCOPE OF WORK

B.00 GENERAL REQUIREMENTS AND SCOPE OF SERVICES

- B.00.01 **The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for *Large Submersible Pumps*. The City will monitor the repair of its submersible pumps on a daily basis. If requested by Contract Technical Representative (CTR) the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.**
- B.00.02 The meaning of some specific terms as used in this contract are given in Exhibit A, Definitions.
- B.00.03 The Large Submersible Pumps covered by this specification are grouped to indicate the manufacturer, size, and type of the units. See Exhibit A, Definitions, for the list.
- B.00.04 These specifications cover the general requirements for the reconditioning, rewinding, repairing, and testing of large submersible pumps located at City of Houston facilities. This includes, but is not limited to, motor stator coils, motor stator iron, motor rotor, pump casing, pump impeller, pump volute, wear rings, bearings, seals, and general electrical/mechanical work. These specifications defines the minimum acceptable requirements for the repair of the units and documentation of those repairs as specified in Paragraph Item B.12, herein entitled Invoices and Exhibit B.
- B.00.05 Unless otherwise specified, fabrications, processes, parameters, and test methods for the motors of the submersible pumps shall conform to the latest revision of the following *ELECTRICAL APPARATUS SERVICE ASSOCIATION (EASA)* documents:
- EASA AR100-2001 - RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS (hereafter abbreviated as EASA AR100-2001);
 - EASA Technical Note No. 16 – GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING, September 1999 (hereafter abbreviated as EASA Tech Note No. 16);
 - EASA Technical Note No. 17 – STATOR CORE TESTING, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and
 - EASA Bearing Fit Tolerance Chart, updated 1997
- B.00.06 ALL *MOTOR* repair and services shall be performed in a manner to comply with the applicable sections of standards and codes listed in B.00.05.
- B.00.07 All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (see EASA AR100-2001 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.
- B.00.08 The submersible pumps at City facilities are purchased and installed under City's Master Specifications Section 11311, Submersible Wastewater Pumps, GHWP, dated 04/11/96 or latest edition requiring compliance with the applicable sections of the

following standards and codes:

- American National Standard Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- Anti-Friction Bearing Manufacturing Association (AFBMA)
- Hydraulic Institute
- Institute of Electrical and Electronic Engineers (IEEE)
- National Electric Code (NEC)
- National Electrical Manufacturers Association (NEMA)
- Steel Structures Painting Council (SSPC)
- City of Houston Electrical Code

- B.00.09 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
- Steel Structures Painting Council (SSPC)
 - Anti-Friction Bearing Manufacturing Association (AFBMA)
 - American Society for Non-Destructive Testing
- B.00.10 A copy of Master Specifications Section 11311, Submersible Wastewater Pumps, GHWP, dated 04/11/96 or latest edition will be provided by the department at the commencement of the contract.
- B.00.11 The Contractor shall be able to furnish, if requested by CTR, copies of current environmental permits and demonstrate compliance with current environmental regulations.
- B.00.12 The Contractor's subcontractors shall be subject to the same standards as the Prime Contractor.
- B.00.13 **THE CONTRACT FEE SCHEDULE "H" SHALL BE BASED ON THE CONTRACTOR USING NEW AND ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF CITY'S SUBMERSIBLE PUMPS.**
- B.00.14 The price of parts and material and cost of a replacement unit supplied for this contract shall be the total **original invoiced cost to the contractor plus contractor's quoted percentage (%) markup** for the item. The Contractor shall submit all **ORIGINALS** of the supporting documentations with the **FINAL** invoice.
- B.00.15 ALL prices for parts and any markup shall be based upon *Manufacture's latest Parts List Price*. This includes the parts section of Contract Fee Schedule "H".
- B.00.16 The Contractor who is an OEM Distributor/Shop shall use the OEM's latest list price **minus** the OEM Distributor/Shop's **discount percentage (%)** for the price of parts and material and cost of a replacement unit supplied for this contract. The quoted **discount percentage** shall be equal or better than what the Distributor/Shop offers to their best customer within 100 miles of City Hall of City of Houston. This quoted discount percentage is subject to audit by City of Houston.
- B.00.17 **ALL MARKUPS SHALL BE BASED ON PART VENDOR'S OR SUB-CONTRACTOR'S ACTUAL ORIGINAL INVOICED DOCUMENTS. THE CONTRACTOR SHALL SUBMIT THESE ACTUAL**

ORIGINAL INVOICES, AS ATTACHMENTS, WITH THE FINAL INVOICE FOR PAYMENT BY CITY FOR THE WORK PERFORMED BY THE CONTRACTOR.

- B.00.18 At the Contractor's repair facility, the Contractor shall disassemble the unit, inspect it and prepare a scope of work to repair and replace parts with *new* OEM parts. The cost of inspection and preparation of work scope shall be a part of the base cost of any Recondition-Repair or Rewind-Repair job.
- B.00.19 If the Contractor plans to use any part other than an OEM specified part; the Contractor shall obtain written permission from User Department Representative (UDR) before using such parts.
- B.00.20 A City representative will pick up all non-repairable submersible pumps and pump components from the contractor facility. Non-repairable units do not need to be reassembled.
- B.00.21 Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock or shop record or any other mutually agreed method.
- B.00.22 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.23 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.24 If requested by the UDR, Contractor shall furnish parts needed for maintenance activities of submersible pumps by City Personnel. Contractor shall charge the same price for these parts as shown in Contract Fee Schedule "H".
- B.00.25 Paint booth shall not be used for sandblasting.
- B.00.26 Upon receipt of the submersible pumps the Contractor shall verify and document all information about the condition of the units including nameplate data. Contractor shall inspect the unit and document the damaged and missing parts on the teardown report.
- B.00.27 Digital photographs of each unit, as received, and the damaged components will be made part of the teardown report.
- B.00.28 The City reserves the right to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, and other items of a submersible pump unit.
- B.00.29 In the case of dual horsepower units, charges shall be based only on the higher horsepower rating, never on both.
- B.00.30 Any equipment removed from City property shall be documented on City Equipment Release Form, Attachment 5. The division requesting services shall provide the form. The user division shall adjust the form to reflect the contract number and ordinance numbers pertaining to this Contract.

- B.00.31 The Contractor shall provide a list to the City of the name(s) and location(s) of shop(s) that will be used for specified repair work and obtain written approval before start of the contract. If the Contractor plans to use any subcontractor not on the list, the contractor shall obtain written approval from the CTR before subcontracting the work.
- B.00.32 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- B.00.33 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.
- B.00.34 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any recondition-repair or rewind-repair.
- B.00.35 The Contractor shall install a stainless steel identification tag stamped with the Contractor's name, Job Number, and Repair Date to each submersible pump housing. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be included as a part of the base cost of any recondition-repair or rewind-repair.
- B.00.36 All submersible pumps with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any recondition-repair or rewind-repair.
- B.00.37 Assembled submersible pump units shall be tested for vibration. The vibration level shall not exceed 0.1 inches per second unfiltered. The vibration measurements shall be recorded on the Final Acceptance Tests Form, Attachment 4. For single vane impeller the vibration level shall not exceed 0.2 inches per second unfiltered. All costs associated with the vibration test shall be included as a part of the base cost of any recondition-repair or rewind-repair work.
- B.00.38 The attached City of Houston forms included in this document shall be used on each recondition-repair, rewind-repair, and new submersible pump purchases.
- B.00.39 Steam clean area shall be so designed with all the run-offs captured into an approved oil/grease recovery system.
- B.00.40 Delivery tickets and packing slips will contain quantity, part number, description of commodity delivered, name of department or section and facility name to which the merchandise was delivered, the City of Houston Ordinance Number, Contract number, signature of receiving employee, printed name, employee number and the authorization release number.
- B.00.41 The repair shop must be able to verify all hours charged for machine work. This shall apply to work done by sub-contractors or the contractor. The hours worked on City's equipment shall be supported with time cards. The original time cards shall be submitted with the final invoice.
- B.00.42 Reserved

- B.00.43 The Contractor shall be responsible for storage of the submersible pump units and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.
- B.00.44 The price of parts supplied for this contract is the total cost of the item to the **Contractor** supported by documentation.
- B.00.45 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed teardown sheets, detailed of the work performed on the unit, test and data sheets including Electrical, Machinist and Mechanical Report, and Winding Data Report. The Contractor shall establish and maintain records of the repair and services performed for at least three (3) years. The repaired unit shall pass inspection and/or test with defined acceptance criteria (EASA AR100-2001, item 1.3.2 or latest edition).
- B.00.46 Reserved
- B.00.47 All inspection, cleaning, balancing, disassembly, reassembly, winding, dipping, baking, blasting, painting, testing, and original documentation shall be included as part of the base rewind/recondition cost.
- B.00.48 The City permits the use of OEM reconditioned/remanufactured motor in lieu of local recondition-repair and rewind-repair of such units for its submersible pumps. Contractor shall furnish the OEM documentation with the FINAL invoice.
- B.00.49 The Contract Fee Schedule "H" Base Cost for RECONDITION-REPAIR shall include all cost of supervision, labor, tools, equipment, and supplies to complete the work as specified herein for RECONDITION-REPAIR. This Base Cost does not include the cost of bearings, seals, impellers, wear-rings, heaters, and broken or damaged parts. The cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts are reimbursable, if authorized by the UDR.
- B.00.50 The Contract Fee Schedule for REWIND-REPAIR shall include all cost of supervision, labor, tools, equipment, supplies, and parts to complete the work as specified herein for REWIND-REPAIR. This Base Cost does not include the cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts. The cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts are reimbursable, if authorized by the UDR.

B.01 EXPLOSION-PROOF SUBMERSIBLE PUMP UNITS (SUITABLE FOR NEC CLASS I, DIVISION I, GROUP D)

REPAIR OF UNDERWRITERS LABORATORY (UL) APPROVED EXPLOSION-PROOF SUBMERSIBLE PUMP
REPAIR OF FACTORY MUTUAL (FM) APPROVED EXPLOSION-PROOF SUBMERSIBLE PUMP

- B.01.01 The repair of Underwriters Laboratory (UL) explosion-proof submersible pumps shall be performed in a UL approved shop by skilled submersible pump mechanics that are familiar with repair practices typical to explosion-proof submersible pumps.
- B.01.02 The repair of Factory Mutual (FM) explosion-proof submersible pumps shall be performed in a "Factory" approved shop by skilled pump mechanics that are familiar with repair practices typical to explosion-proof submersible pumps.

- B.01.03 Only OEM parts are allowed in the repair of UL **explosion-proof** units, except for bearings and seals. NO OTHER EXCEPTION.
- B.01.04 Only shafts and seals can be reworked for a repair of UL **explosion-proof** units.
- B.01.05 Only OEM parts are allowed in the repair of FM **explosion-proof** units, except for bearings and seals. NO OTHER EXCEPTION.
- B.01.06 Only shafts and seals can be reworked for a repair of FM **explosion-proof** units.
- B.01.07 Any casted component of the **explosion-proof** submersible pump unit that is damaged shall be replaced.
- B.01.08 The repaired “UL” unit shall be re-certified by an UL inspector.
- B.01.09 The shop shall provide the City with a copy of the “UL” re-certification document. The certificate shall bear the UL file number.

B.02 REPAIR AND REPLACEMENT

- B.02.01 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the submersible pumps in lieu of replacement unless the repair cost of the electric submersible pumps exceeds seventy (70) percent of the cost for replacing it with a new item, but the City reserves the right to purchase or repair units based on submersible pump economic evaluation and various operational considerations.
- B.02.02 The CTR must approve, in writing, the purchase of a new unit in lieu of repair.
- B.02.03 Replacement unit shall be identical to the unit being replaced.
- B.02.04 If an identical unit is no longer offered by the manufacturer of the *subject submersible pump(s)*, the replacement unit shall have the same pump characteristics as the one being replaced and shall have a “Premium” or best available “Efficiency” motor, unless otherwise authorized, in writing, by the CTR.
- B.02.05 The Contractor shall use the price in Contract Fee Schedule “H” under “Cost to Replace a Unit...” to invoice the replacement cost.

B.03 SPECIFIC TASKS AND SCOPE OF WORK

- B.03.01 The Department representative will deliver to or pick up from the Contractor facility submersible pump units. Contractor shall furnish hoist, crane, etc. for loading and unloading of the unit.
- B.03.02 The Contractor shall chemically and mechanically clean all external surfaces, as required.
- B.03.03 The Contractor shall perform electrical tests, with measurement recorded in the Teardown Report. These include:
 - Insulation resistance to ground, in megohms , of windings and accessories.
 - Surge-comparison of winding
 - Growler test

- B.03.04 The Contractor shall measure insulation resistance to ground of windings and accessories with a 500 Volts megohmmeter (EASA AR100-1998 4.2.2).
- B.03.05 In the event that insulation resistance of the windings is below the recommended minimum value, the motor shall be disassembled, and the windings shall be cleaned and dried before surge-comparison testing.
- B.03.06 The Contractor shall disassemble submersible pump units and clean all internal parts.
- B.03.07 The Contractor shall inspect all components of the submersible pump units and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications.
- B.03.08 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.
- B.03.09 The Contractor shall inspect the rotor shaft for "roundness/runout" and determine if it is within OEM tolerance
- B.03.10 The Contractor shall inspect the pump casing, impeller, shaft sleeve, and wear rings for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report
- B.03.11 The Contractor shall inspect the shaft extensions and key seats (keyways). Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked.
- B.03.12 The Contractor shall inspect each bolt for damaged threads.
- B.03.13 Repairs shall include sandblasting, welding and machining as required. Other services required of the Contractor shall include Non-Destructive Testing (NDT), chroming and metallizing if and when required.
- B.03.14 The core iron, if needed, may be grit blasted with glass beads, walnut shells, corncobs, or similar materials. It shall not be blasted with silica, garnet, or other grits, which may cause shorts between laminations (EASA Tech Note 16).
- B.03.15 Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings, and seals when the original unit was furnished with such items.
- B.03.16 Within five (5) working days the Contractor shall prepare and submit to the UDR a scope of the repair work to be carried out on the unit, which shall include a good faith and detailed cost estimate. This cost estimate shall include a brief description of the work to be performed, cost for new replacement OEM parts, estimated additional labor hours required for the repair of the unit not covered under Base Cost, and shall include the estimated time for delivery time of parts and expected completion date of the work.
- B.03.17 The UDR will inspect the tear-downed unit, review the Contractor's proposed work scope and cost estimate, and revise/approve the work scope/cost estimate.
- B.03.18 Upon written acceptance of cost estimate by the UDR, the Contractor shall proceed with

repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:

- B.03.18.1 Large Submersible Flygt Pumps > 125 HP < or = 200 HP 12 weeks
- B.03.18.2 Large Submersible Flygt Pumps > 200 HP < or = 500 HP 16 weeks

- B.03.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job within the contractually agreed time period of item B.03.18. The Contractor shall submit to UDR a detailed explanation for the delay with a new schedule to complete the job.
- B.03.20 At all times during the repair process, the Contractor shall maintain City's equipment in a clean and weather protected storage area.
- B.03.21 The rotor assembly shall be checked for total indicated run out and recorded on the rotor information sheet. The check shall be carried out in precision "V-Blocks.
- B.03.22 Shaft seal surface, bearing journals, shall be micrometer checked and recorded on the rotor information sheet.
- B.03.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.
- B.03.24 The above measurements shall be submitted to UDR, along with the electrical and mechanical data sheets, during the teardown inspection.
- B.03.25 Replacement bearings shall have an L₁₀ rating life in accordance with ANSI/AFBMA of at least 40,000 hours. If the L₁₀ rating life of the existing bearing is larger than 40,000 hours, the Contractor shall replace the bearing with the same L₁₀ rating life bearing as the existing one.
- B.03.26 The Contractor shall ensure the quality of varnish in the dip tank and the VPI system by sampling and testing the varnish every three months. The Contractor shall have the varnish quality reports available for review by the City Inspection Team and the UDR.
- B.03.27 After the parts have been repaired, the Contractor shall put together the rotating assembly and balance it. The Contractor shall balance the rotor first, and then balance the assembled rotor and impeller.
- B.03.28 The Contractor shall reassemble the submersible pump unit, test, seal and paint, as required.
- B.03.29 The surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall be prepared for painting to white metal finish by blast cleaning to SSPC-SP5.
- B.03.30 Surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall primed and finished, in an approved paint booth, using the unit manufacturer's standard epoxy painting system:
 - The minimum prime coat thickness shall be 3 mils dry film thickness (DFT).
 - The minimum finish coat thickness shall be 6 mils dry film thickness (DFT).

- B.03.31 If the manufacturer's "standard epoxy painting" information is not available, the following industrial coating specification for surface of pumps and equipment shall be followed:
- The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish,
 - The prime coat shall be Ameron 38P, Tnemec 69, or equal.
 - The finish coat shall be Ameron 38S, Tnemec 69, or equal.
- B.03.32 Changes to paint specifications (item B.03.29, B.03.30 and B.03.31) shall be approved by UDR prior to application of paint.
- B.03.33 The user department will specify the paint color.
- B.03.34 Whenever needed, only OEM specified lube/cooling oils, or equal, shall be used in the oil chamber. The lube/cooling oils shall be biodegradable, nontoxic, and FDA approved.
- B.03.35 Only OEM specified greases, or equal, shall be used in the bearings.
- B.03.36 All electrical work for RECONDITION-REPAIR and REWIND-REPAIR of the units shall be in accordance with Item B.04 MOTOR INSPECTION AND REPAIR, unless otherwise specified in these specifications.

B.04 MOTOR INSPECTION AND REPAIR

B.04.01 MOTOR INSPECTION AND REPAIR-GENERAL

- B.04.01.01 The Contractor shall provide a repair data sheet showing the condition of the motor upon receipt, the repair work done, and the final test results.
- B.04.01.02 During disassembly, the motor shall be visually inspected to determine cause of failure, including electrical and/or mechanical failure. Stators shall be removed from the housing.
- B.04.01.03 Stator winding phase to ground insulation shall be checked with a 500 volt megger and the results noted on the inspection form.
- B.04.01.04 Stator winding shall be checked for shorts using surge-comparison tests and all values to be recorded.
- B.04.01.05 The rotor assembly shall be inspected for wear, scoring, cracks. Check for open rotor bars shall be done with a growler and magnetic paper.
- B.04.01.06 All stators that are to be rewound shall be tested "after" burnout and removal of the winding with a core loss tester and a printout of the test shall be submitted to the UDR.
- B.04.01.07 Shaft seal surface, bearing journals and coupling fit, shall be checked with a micrometer and recorded on the rotor information sheet.
- B.04.01.08 The insulating material in the rewinding of the unit shall have a Class "F" rating or better.

B.04.02 **MOTOR INSPECTION AND REPAIR -RECONDITION-REPAIR**

- B.04.02.01 Motors that have been designated for winding reconditioning and have been thoroughly cleaned free from dirt, grit, grease, oil, and properly dried] shall be inspected for winding damage and repairs made to any damaged areas.
- B.04.02.02 Motor insulation shall be washed with hot soapy water 200 degrees Fahrenheit at 30PSI and then with fresh water. After cleaning, unit must be baked between 250 and 275 degrees F until an acceptable insulation level is obtained.
- B.04.02.03 Reconditioned motors shall receive a minimum of two (2) dips and baked in insulating resin. Stator shall be baked at insulation resin manufacture's recommended temperature and time to assure full curing. Stator shall be removed from housing for this process.

B.04.03 **MOTOR INSPECTION AND REPAIR -REWIND-REPAIR**

- B.04.03.01 The stator core shall be vertically set in the burnout oven. After burnout and winding removal, the core and frame shall be allowed to cool by natural convection without forced air to avoid overstress or warping. Maximum burnout temperature shall be 650 degrees Fahrenheit to avoid damage to laminations.
- B.04.03.02 Torch heating shall NOT be used for stator clean up.
- B.04.03.03 The stator core shall be blasted to a bare metal finish. Refer to Item B.03.14 of these specifications for the type of grit permitted for blasting.
- B.04.03.04 The core shall be thoroughly cleaned; the stator core shall be examined for lamination damage such as fusing or metal loss due to arcs.
- B.04.03.05 Fused laminations shall be separated either by grinding or filing. Bent laminations shall be realigned and all protrusions into the slot area shall be filed or ground smooth. Stator cores shall not be re-stacked without user department approval.
- B.04.03.06 Before a new winding is installed in a stator, the winding data shall be verified to assure that an original factory equal winding is being installed. If the manufacturer's data is not available, the winding data shall be verified to assure it conforms to the relevant EASA data.
- B.04.03.07 Coils shall be formed with the same number of turns as the original winding. Resistance of the rewound stator shall be the same as the original winding.
- B.04.03.08 Coils shall be machine wound with sufficient wire tension to obtain freedom from crossovers and uniform cross-section coils.
- B.04.03.09 Stator winding extensions shall be shaped to ensure adequate winding clearance on motor reassemble.
- B.04.03.10 Phase insulation shall be installed between phase coils, prior to coil lacing, to minimize phase-to-phase contact. Separators shall be installed between the top

and bottom coil in the core slots.

- B.04.03.11 Pre-formed slot wedges shall be used to secure the winding in the stator slot, with shim material as necessary to assure tightness.
- B.04.03.12 After the winding is complete, a check shall be made to insure the slot insulation overhangs the core slot edges and is not broken or torn at the core slot edges.
- B.04.03.13 All winding and lead connections shall be brazed with a "silver content" rod and insulated with Class "F" insulation or better.
- B.04.03.14 The winding, connections and leads shall be securely laced to form an integral assembly with adequate physical clearance to ground.
- B.04.03.15 All leads brought into the connection box shall be numbered and equipped with a compression lug with NEMA standard bolthole.
- B.04.03.16 The finished stator winding insulation to ground shall be checked with a 500 Volts megger. The minimum acceptable insulation resistance reading shall be 10 megohms.
- B.04.03.17 The completed stator shall be preheated in a temperature-controlled oven to the varnish manufacturer's recommendation, not to exceed class "F" operating temperature and shall be held at this temperature for one (1) hour.
- B.04.03.18 Stator shall be allowed to cool by natural convection to the temperature required by insulation resin manufacturer prior to being dipped in insulating varnish.
- B.04.03.19 Stator shall be dipped three (3) times in insulating varnish, repeating processes of items B.04.03.17 and B.04.03.18.
- B.04.03.20 Form-wound Rewound stators shall go through VPI.
- B.04.03.21 Baking shall be done in a temperature controlled and force ventilated oven to effect a complete and uniform cure per manufacturer's instructions.
- B.04.03.22 Resin shall be completely removed from the stator frame mechanical fit, outer paint surfaces, and the inner bore of the stator.

B.05 STANDARD RESPONSE TIMES

- B.05.01 **THE** Contractor shall be accessible to the City via telephone during normal business hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.
- B.05.02 **THE** Contractor shall be available and accessible to the City via telephone to work overtime if requested by the UDR.
- B.05.03 **THE** Contractor shall be available and accessible to the City via telephone to work emergency if requested by the UDR.
- B.05.04 **THE** Contractor shall start an emergency job immediately, without scheduling delays, and

will not be restricted to normal working hours. UDR shall coordinate the emergency and overtime work.

B.06 REPAIR TECHNICIANS

- B.06.01 The repair technicians of the Contractor shall be qualified, properly trained in repair-recondition and repair-rewind of submersible pumps of the type and sizes specified for this contract.
- B.06.02 The repair technicians of the Contractor shall have a minimum of three (3) years experience in repair-recondition and repair-rewind of submersible pumps of the sizes (voltage and horsepower) specified in this contract
- B.06.03 Reserved

B.07 SHOP ACCEPTANCE OF REPAIR

- B.07.01 The UDR shall inspect the repaired unit before the performance test can begin. It is the Contractor's responsibility to ensure communication has been established with the UDR for witnessing of the performance test.
- B.07.02 All control sensing devices shall be checked to ensure they meet the OEM specifications. The control sensing devices shall include (but not limited to) thermal sensors, moisture sensors, and thermistors.
- B.07.03 The Contractor shall perform insulation resistance test before conducting high-potential test using a 500 Volts megohmmeter.
- B.07.04 The Contractor shall perform high-potential test of windings (new or reconditioned) as stated in EASA AR100-1998, Item 4.4 High-Potential Tests.
- B.07.05 A "NO LOAD" test run of the submersible pump shall be performed at its highest rated voltage and frequency.
- B.07.06 The submersible pumps unit shall be securely mounted, to a leveled metal base-plate or set on standard rubber isolation pads while vibration readings are taken.
- B.07.07 Vibration level measurements shall be taken on the completely assembled unit at the bearing housings (horizontal, axial and vertical positions) adjacent to the shaft. The vibration level limits set in B.00.37 shall not be exceeded.
- B.07.08 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.
- B.07.09 After corrective actions are made, the unit shall go through a new test run before the submersible pump is accepted.
- B.07.10 A typed copy of Repair Data Sheets covering results of specific tests such as rotor balance, vibration measurement, electrical testing results, mechanical measurements, rewinding data, and final test sheets shall be included with the shipment of all repaired submersible pumps units, if requested by UDR.

B.07.11 The City shall not make any payment to the Contractor until all corrective actions are made and the equipment repair is accepted.

B.08 SILENCE OF SPECIFICATIONS

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

B.09 LABOR RATE

The labor rate shall include all costs for a qualified person to work on and repair the City equipment including wages, all company benefits, and company profit.

B.10 ADDITIONAL SERVICES

B.10.01 Prior to commencement of any Additional Services,” the Contractor shall submit a written proposal for approval by CTR describing the work to be done and include a good faith estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs.

B.10.02 THE Contractor shall perform Additional Services using the unit rates in the Contract Fee Schedule “H” as specified for the type of service provided. If the Contract Fee Schedule “H” does not cover the work needed the Contractor shall submit detailed cost estimate for such item for review and approval by CTR. Timing of any Additional Services shall be mutually agreed upon in writing between the CTR and the Contractor.

B.10.03 Actual “Additional Services” invoice(s) shall be based on “Unit Prices” included in Contract Fee Schedule “H”, for Recondition-Repair and/or Rewind-Repair of a submersible pump of identical horsepower.

B.11 WARRANTIES

B.11.01 Contractor shall observe the highest standards of diligence and care in the performance of repair services and shall meticulously follow the standards and procedures required by the equipment manufacturer.

B.11.02 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.

B.11.03 A minimum full warranty of 12 months is required upon completion of repair services. The warranty period shall begin after satisfactory test run and the day the City officially accepts the repaired unit.

B.11.04 During the warranty period all related work shall be started by Contractor within twenty-four (24) hours after notification and shall be completed within ten (10) days.

B.11.05 During the warranty period all failed units shall be re-repaired or replaced at Contractor’s

expense if failure occurs under normal operating conditions or if the failure is due to faulty parts or negligence of the Contractor.

B.12 INVOICES

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

- B.12.01 City Contractor Number, City Ordinance Number, City Release Number and Contractor's Job Number.
- B.12.02 Contractor's Job Number and Contract year shall appear clearly on all time sheets showing hours worked, break(s) and lunch time], invoices, and suppliers' invoices.
- B.12.03 Contractor's name and address and where the service was performed.
- B.12.04 City equipment EI Number, and City Work Order Number.
- B.12.05 City Facility Number and address where equipment had been prior to service.
- B.12.06 Detailed description of services rendered.
- B.12.07 Description of parts or components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.
- B.12.08 Subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.
- B.12.09 Detail Labor hours and rates as stated in the "Fee Schedule" for in house work.
- B.12.10 City delivery and pickup tickets.
- B.12.11 UL re-certification for explosion-proof units.
- B.12.12 Subtotal costs for Parts and Labor separately.
- B.12.13 Shop Acceptance form, Teardown and Recommended Repair form, UL Certification form, Equipment Release Authorization form, Recommended Repair Estimate form, Fits and Indicated Runout Form, Field Acceptance Tests form and Progress and Status Report form shall be submitted.
- B.12.14 Total invoice costs of the job.
- B.12.15 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.
- B.12.16 The Charts for Bake and Burn and all documentation of the records of every preheating and dipping of insulation varnish shall be submitted.
- B.12.17 All unit prices for Labor and Parts shall be easily identified against the quoted contract pricing.

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

B.13 Estimated Quantities not Guaranteed

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

B.14 Minimum Wage:

14.01 Contractor shall pay all employees a minimum of **\$6.55** per hour while working under this Contract.

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

*Subject to the minimum wage law but not already at the new minimum wage level.

B.15 Additions & Deletions:

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

Attachment 1

City of Houston
Public Works & Engineering Department
Large Submersible Pump Repair Service Contract
Teardown and Recommended Repair Report

Sample Only, Actual Form is subject to change by CTR after award of the contract

Contractor: _____ Contractor Job Number: _____

City Contract #: _____ City Release #: _____ City Ordinance #: _____

Pump Location: _____ City Facility Number: _____ EI #: _____

Nameplate Information:

Make:	Volt:	HP:	RPM:
Model:	Amp:	Hz:	SF:
Serial:	Impeller Code:		

Cable Information:

Power Cable	Size	Length	Condition
Control Cable	Size	Length	Condition

Bearings	DE Size		Condition
Bearings	ODE Size		Condition
Volute			
Wear Rings			
Slide Rail Bracket			
Discharge Face			

Runouts:

Shaft DE	
Shaft ODE	
Face of Rotor	

Stator Megger Test: _____ Cable Megger Test: _____

Surge Test: _____

Core Loss Test: _____

Recommendation: Recondition-Repair: _____ Rewind-Repair: _____

Other Repairs Needed: _____

Parts Description: _____

Prepared By: _____ Job Title: _____ Date: _____

**Attachment 2
City of Houston
Public Works & Engineering Department
Large Submersible Pump Repair Service**

U. L. CERTIFICATION FORM

NAME OF REPAIR SHOP: _____

FACILITY NAME _____ JOB # _____ EI # _____

OLD U.L. SERIAL # _____ NEW SERIAL # _____

ORIGINAL CLASS _____ ORIGINAL GROUP _____

REBUILT CLASS _____ REBUILT GROUP _____

DATE NEW SERIAL # ISSUED _____

WORK DONE _____

SUBMERSIBLE PUMP MFGR _____ FRAME _____

SUBMERSIBLE PUMP SERIAL # _____

HP _____ VOLTS _____ AMPS _____ CODE _____

INSULATING CLASS _____ THERMOSTAT MOUNTING CODE _____

U.L. INSPECTOR NAME: _____

U.L. INSPECTOR EMPLOYEE #: _____

Attachment 3
Shop Acceptance Tests Form
City of Houston

Public Works & Engineering Department
 Large Submersible Pump Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

Contractor: _____ Contractor Job #: _____

Contract #: _____ Ordinance #: _____ City Work Order #: _____

City Facility Name: _____ City Facility #: _____ EI #: _____

Nameplate Information:

Make:	Volt:	HP:	RPM:
Model:	Amp:	Hz:	SF:
Serial:	Impeller Code:		

Visual Inspection:

Stator Megger Test: _____

Cable Megger Test: _____

Hi-Potential Test: _____

Source Voltages	V1 =	V2 =	V3 =
No-Load Currents	I1 =	I2 =	I3 =
Vibration	Axial =	Radial =	Vertical =

Comments and Deficiencies:

Tests Performed By: _____ Job Title: _____ Date: _____

Witnessed By UDR: _____ Date: _____

Attachment 4
Field Acceptance Tests Form
City of Houston

Public Works & Engineering Department
 Large Submersible Pump Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

Contractor: _____ Contractor Job #: _____

Contract #: _____ Ordinance #: _____ City Work Order #: _____

City Facility Name: _____ City Facility #: _____ EI #: _____

Nameplate Information:

Make:	Volt:	HP:	RPM:
Model:	Amp:	Hz:	SF:
Serial:	Impeller Code:		

Visual Inspection:

Stator Megger Test: _____

Cable Megger Test: _____

Source Voltages	V1 =	V2 =	V3 =
Run Currents, Closed Valve	I1 =	I2 =	I3 =
Currents, Open Valve, Start	I1 =	I2 =	I3 =
Currents, Open Valve, after 24 hour	I1 =	I2 =	I3 =

Comments and Deficiencies:

Tests Performed By: _____ Job Title: _____ Date: _____

Witnessed By UDR: _____ Date: _____

Attachment 5

Equipment Release Authorization Form

City of Houston

Public Works & Engineering Department

Large Submersible Pump Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

RELEASE #: _____

DATE: _____

CITY WORK ORDER #: _____

CITY FACILITY NAME: _____ CITY FACILITY #: _____ EI #: _____

CONTRACTOR: _____ CONTRACTOR JOB #: _____

CONTRACTOR ADDRESS: _____

CONTRACT #: _____ ORDINANCE #: _____

NAMEPLATE INFORMATION:

MAKE:	VOLT:	HP:	RPM:
MODEL:	AMP:	Hz:	SF:
SERIAL:	IMPELLER CODE:		

REASON FOR THE PULLING OF THE SUBMERSIBLE PUMP:

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

IS THERE A PICTURE OF THE SUBMERSIBLE ATTACHED? YES: _____ No: _____

CONTRACTOR REPRESENTATIVE

CITY OF HOUSTON REPRESENTATIVE

NAME: _____

NAME: _____

EMPLOYEE #: _____

SIGNATURE: _____

SIGNATURE: _____

EMPLOYEE NUMBER: _____

EMPLOYEE NUMBER: _____

COMMENTS: _____

ATTACHMENT 6

Recommended Repair Estimate Form

City of Houston

Public Works & Engineering Department

Large Submersible Pump Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

Contract #:	City Work Order #:
Ordinance #:	Contractor Job #:
City Facility:	Facility #:
Submersible Pump:	
Manufacturer:	Work Notification Date:
Voltage: Current: HP: RPM:	Field Inspection Date:
Serial #:	Equipment Pull Date:
EI#:	Estimate Date:

UNIT PRICE ITEMS:	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
Item 1 - Prepare for Removal – Each		1.00	
Item 2 - Transport to Shop – Each		1.00	
Item 3 - Return to City – Each		1.00	
 <u>Sub-Total Unit Price Items</u>			

COST PLUS ITEMS:	<u>Contract Cost</u>	<u>Mark Up</u>	<u>Extended Price</u>
Item 14 -		1.**	
Item 15		1.**	
Item 15- Work by Sub-contractor (see Original invoices)		1.**	
Item 16 - NDT (see parts worksheet)		1.**	
Item 17 - Parts: (see parts Original Invoices)		1.**	
Item 18 - Rented Crane/Rigging		1.**	
 <u>Sub-Total Cost Plus Items</u>			

Additional Services (see worksheet):

Total Estimated Project Costs

Total Estimated Submersible Pump Repair Only

Replacement Cost of an Identical Unit

Repair Cost Expressed as % of Replacement
Cost

Submersible Pump Approval City of Houston UDR:
me/Signature/Employee #/Date

ment Submersible Pump Approval City of Houston CTR:
me/Signature/Employee #/Date

Attachment 7

FITS AND INDICATED RUNOUT

City of Houston

Public Works & Engineering Department

Large Submersible Electric Motor Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

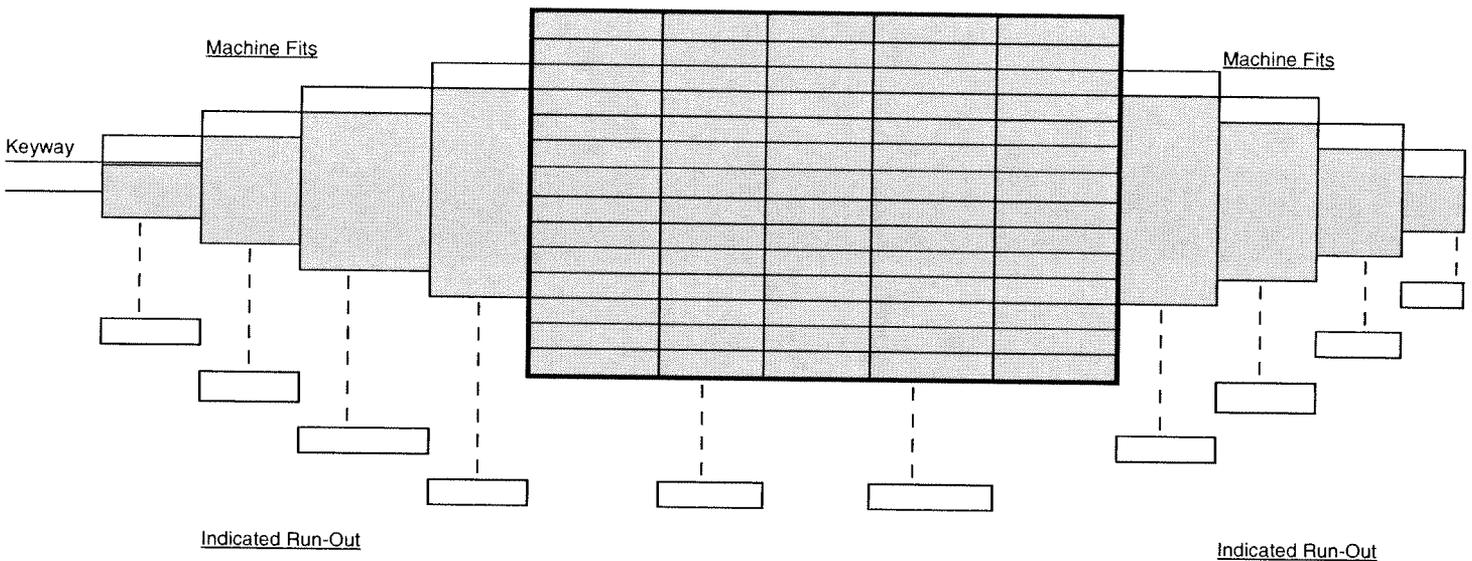
(Horizontal & Vertical Motor)

EI # _____

**Horizontal Ball
Bearing Rotor**

**Fits and Indicated
Runout**

Job # _____ 0 _____



Iron Length: _____
 Iron Diam.: _____
 Slot Depth: _____
 Back Iron: _____
 # Vent Holes: _____
 Vent Hole Diam: _____

Make: _____ H.P. _____ Volts: _____
 Model: _____ Amps. _____ Cyc. _____
 R.P.M. _____ Frame: _____ SN: _____

Attachment 8

Progress and Status Report Form

City of Houston

Public Works & Engineering Department

Large Submersible Pump Repair Service Contract

Sample Only, Actual Form is subject to change by CTR after Award of the contract

Work Order #	Work Order Date	E.I. #	Fac. #	Fac. Name	Manufac .	Model #	Serial #	H.P.	Problem	Date In Shop	Shop Job #	Inspect Date	Test Date	Person Called Date	Allocated Amount	Cost Of Repair
															\$	\$

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.

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: \$30-L23084

Bid Title: Large Submersible Pump Repair Services

Bid Amount: \$ 3,661,902.10

M/WBE Participation Amount: \$ 256,500.00 M/WBE GOAL 7 %

1. Houston Impeller, agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and Hahn Equipment Co., Inc. as:
Name of Prime Contractor
 - (a) An Individual
 - (b) A Partnership
 - (c) A Corporation
 - (d) A Joint Venture

2. Houston Impeller, status is confirmed by M/WBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # 08-08-9767

3. Hahn Equipment Co., Inc. and Houston Impeller intend to work on
Name of Prime Contractor Minority/Women Business Enterprise
the above-named contract in accordance with the M/WBE Participation Section of the City of Houston
Contract Bid Provisions.

The Terms and conditions of Attachment "E" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed-Prime Contractor

[Signature]
Signed-Minority/Women Business Enterprise

Sales Manager
Title

Gen Mgr
Title

05 07 2009
Date

5-12-09
Date

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: S30-L23084

Bid Title: Large Submersible Pump Repair Services

Bid Amount: \$ 3,661,902.10

M/WBE Participation Amount: \$ 136,400.00 M/WBE GOAL 4 %

1. Office Effects Inc. agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and Hahn Equipment Co., Inc. as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) X _____ A Corporation
- (d) _____ A Joint Venture

2. Office Effects, Inc. status is confirmed by M/WBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # 09-01-10990

3. Hahn Equipment Co., Inc. and Office Effects, Inc. intend to work on
Name of Prime Contractor **Minority/Women Business Enterprise**
the above-named contract in accordance with the M/WBE Participation Section of the City of Houston
Contract Bid Provisions.

The terms and conditions of Attachment "E" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed-Prime Contractor

[Signature]
Signed-Minority/Women Business Enterprise

Sales Manager
Title

president
Title

05-07-2009
Date

05/08/09
Date

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: S30-L23084

Bid Title: Large Submersible Pump Repair Services

Bid Amount: \$ 3,661,902.10

M/WBE Participation Amount: \$ 3,800.00 M/WBE GOAL 0.1 %

1. Nationwide Testing Systems, agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and Hahn Equipment Co., Inc. as:
Name of Prime Contractor

(a) _____ An Individual

(b) _____ A Partnership

(c) _____ A Corporation

(d) _____ A Joint Venture

2. Nationwide Testing Systems, status is confirmed by M/WBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # 09-02-11012

3. Hahn Equipment Co., Inc. and Nationwide Testing Systems intend to work on
Name of Prime Contractor **Minority/Women Business Enterprise**
the above-named contract in accordance with the M/WBE Participation Section of the City of Houston
Contract Bid Provisions.

The Terms and conditions of Attachment "E" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed Prime Contractor

[Signature]
Signed Minority/Women Business Enterprise

Sales Manager
Title

OWNER
Title

05-07-2009
Date

5-8-2009
Date

SAMPLE LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: City of Houston
Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER
LETTER OF INTENT

Contract Bid Number: S30-L23084

Bid Title: Large Submersible Pump Repair Services

Bid Amount: \$ 3,667,902.10

M/WBE Participation Amount: \$ 14,700.00 M/WBE GOAL .4 %

1. B-W Industrial Supply agrees to perform work/supply goods and/or services
Name of Minority/Women Business Enterprise
in connection with the above-named contract and Hahn Equipment Co., Inc. as:
Name of Prime Contractor
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) X _____ A Corporation
 - (d) _____ A Joint Venture

2. B-W Industrial Supply status is confirmed by MWBE Directory made available
Name of Minority/Women Business Enterprise
through the City of Houston Affirmative Action Division. Certification # 06-07-6567

3. Hahn Equipment Co., Inc. and B-W Industrial Supply intend to work on
Name of Prime Contractor Minority/Women Business Enterprise
the above-named contract in accordance with the MWBE Participation Section of the City of Houston
Contract Bid Provisions.

The Terms and conditions of Attachment "E" attached hereto are incorporated into this Letter of Intent for all purposes.

[Signature]
Signed-Prime Contractor

[Signature]
Signed-Minority/Women Business Enterprise

Sales Manager
Title

President
Title

05-07-2009
Date

05/22/09
Date

DRUG POLICY COMPLIANCE AGREEMENT

I, Chuck Hahn Vice President _____ as an owner or officer of

 Name) (Print/Type)
 (Title)
Hahn Equipment Co., Inc. _____ (Contractor)
 (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

05-05-2009

Date

Contractor Name Chuck Hahn

Signature



Title

Vice President

EXHIBIT "F"
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Name)(Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

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

I, _____
(NAME) (PRINT/TYPE)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR NAME

SIGNATURE

TITLE

Exhibit G

DRUG POLICY COMPLIANCE DECLARATION

I, Chuck Hahn Vice President as an owner or officer of
 (Name) (Print/Type) (Title)
Hahn Equipment Co., Inc. (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from November to April 2009

Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of total employees on safety impact positions during this reporting period is 8

Initial From 11-1-08 to 4-30-09 the following testing has occurred:
 (start date) (end date)

Reasonable Post
Random Suspicion Accident Total

Number of Employees Tested

Number of Employees Positive

Percent Employees Positive

4	0	0	4
0			0
0			0

Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Hahn Equipment Co., Inc.

Signature



Title

Vice President

**EXHIBIT "H"
FEES AND COSTS**

YEAR One - Table Flygt-1: Recondition-Repair Flygt: Group III

Item #	Description	Unit of Measure	Unit Price
1	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$3492.00
2	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$3629.00
3	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	Each	\$3919.00

YEAR One Table Flygt-2: REWIND-REPAIR FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
4	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$8616.00
5	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$9233.00
6	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	each	\$9349.00

YEAR I - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
7	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$750.00
8	Transport unit to Contractor's Facility	Each	\$160.00
9	Transport/Return unit to City facility	Each	\$160.00
10	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$750.00
11	Crane and Rigging (Contractor Owned)	Hour	\$0.01
12	Field Standard Labor Rate	Hour	\$95.00
13	Shop Standard Labor Rate for Electrical	Hour	\$80.00

14	Labor Rate for Overtime Work	Hour	\$120.00
15	Labor Rate for Emergency Work	Hour	\$160.00
16	Shop Standard Labor Rate for Mechanical	hour	\$80.00
17	Shop standard Labor Rate for Machining	hour	\$80.00
18	Non-Repairable Cost Flygt: Group III	each	\$1280.00

YEAR One - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	% Discount/Markup
19	Crane and Rigging (Rental: Original Invoice)	+15.00
20	Non-Destructive Testing (Original Invoice)	+5.00
21	Chroming shaft (Original Invoice)	+5.00
22	Work by Sub-contractor (Original Invoice)	+15.00
23	Parts and Materials (Original Invoice)	-5.00
24	Cost to Replace a Unit of Flygt: Group III	-1.00

Year One Table Flygt-4 Recondition-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
25	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$5079.00
26	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$5215.00
27	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$5511.00
28	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$5635.00
29	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$5974.00
30	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$6067.00

Year One Rewind-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
31	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$11810.00
32	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$14263.00
33	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$16109.00
34	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$16872.00
35	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$17948.00
36	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$18601.00

YEAR One - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	Unit of Measure	Unit Price
37	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$750.00
38	Transport unit to Contractor's Facility	Each	\$160.00
39	Transport/Return unit to City facility	Each	\$160.00
40	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$750.00
41	Crane and Rigging (Contractor Owned)	Hour	\$0.01
42	Field Standard Labor Rate	Hour	\$95.00
43	Shop Standard Labor Rate for Electrical	Hour	\$80.00
44	Labor Rate for Overtime Work	Hour	\$120.00
45	Labor Rate for Emergency Work	Hour	\$160.00
46	Shop Standard Labor Rate for Mechanical	hour	\$80.00
47	Shop standard Labor Rate for Machining	hour	\$80.00
48	Non-Repairable Cost Flygt: Group IV	each	\$2560.00

YEAR One - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	% Discount/Markup
49	Crane and Rigging (Rental: Original Invoice)	+15.00
50	Non-Destructive Testing (Original Invoice)	+5.00
51	Chroming shaft	+5.00
52	Work by Sub-contractor (Original Invoice)	+15.00
53	Parts and Materials (Original Invoice)	-5.00
54	Cost to Replace a Unit of Flygt: Group IV	-1.00

YEAR Two - Table Flygt-1: Recondition-Repair Flygt:

Item #	Description	Unit of Measure	Unit Price
1	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$3631.00
2	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$3775.00
3	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	Each	\$4080.00

YEAR Two Table Flygt-2: REWIND-REPAIR FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
4	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$9011.00
5	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$9660.00
6	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	each	\$9781.00

YEAR Two - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
7	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$776.00
8	Transport unit to Contractor's Facility	Each	\$166.00
9	Transport/Return unit to	Each	\$166.00

	City facility		
10	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$776.00
11	Crane and Rigging (Contractor Owned)	Hour	\$0.01
12	Field Standard Labor Rate	Hour	\$98.00
13	Shop Standard Labor Rate for Electrical	Hour	\$83.00
14	Labor Rate for Overtime Work	Hour	\$124.00
15	Labor Rate for Emergency Work	Hour	\$166.00
16	Shop Standard Labor Rate for Mechanical	hour	\$83.00
17	Shop standard Labor Rate for Machining	hour	\$83.00
18	Non-Repairable Cost Flygt: Group III	each	\$1325.00

YEAR Two - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item # Description % Discount/Markup

19	Crane and Rigging (Rental: Original Invoice)	+15.00
20	Non-Destructive Testing (Original Invoice)	+5.00
21	Chroming shaft (Original Invoice)	+5.00
22	Work by Sub-contractor (Original Invoice)	+15.00
23	Parts and Materials (Original Invoice)	-5.00
24	Cost to Replace a Unit of Flygt: Group III	-1.00

Year Two Table Flygt-4 Recondition-Repair Flygt: Group IV

Item # Description Unit of Measure Unit Price

25	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$5282.00
26	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$5424.00
27	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$5736.00

28	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$5865.00
29	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$6222.00
30	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$6319.00

Year Two Rewind-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
31	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$12349.00
32	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$14925.00
33	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$16863.00
34	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$17664.00
35	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$18794.00
36	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$19480.00

YEAR Two - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	Unit of Measure	Unit Price
37	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$776.00
38	Transport unit to Contractor's Facility	Each	\$166.00
39	Transport/Return unit to City facility	Each	\$166.00
40	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$776.00
41	Crane and Rigging (Contractor Owned)	Hour	\$0.01
42	Field Standard Labor Rate	Hour	\$98.00

43	Shop Standard Labor Rate for Electrical	Hour	\$83.00
44	Labor Rate for Overtime Work	Hour	\$124.00
45	Labor Rate for Emergency Work	Hour	\$166.00
46	Shop Standard Labor Rate for Mechanical	hour	\$83.00
47	Shop standard Labor Rate for Machining	hour	\$83.00
48	Non-Repairable Cost Flygt: Group IV	each	\$2649.00

YEAR Two - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	% Discount/Markup
49	Crane and Rigging (Rental: Original Invoice)	+15.00
50	Non-Destructive Testing (Original Invoice)	+5.00
51	Chroming shaft	+5.00
52	Work by Sub-contractor (Original Invoice)	+15.00
53	Parts and Materials (Original Invoice)	-5.00
54	Cost to Replace a Unit of Flygt: Group IV	-1.00

YEAR Three - Table Flygt-1: Recondition-Repair Flygt: Group III

Item #	Description	Unit of Measure	Unit Price
1	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$3776.00
2	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$3927.00
3	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	Each	\$4247.00

YEAR Three Table Flygt-2: REWIND-REPAIR FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
4	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$9425.00
5	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$10106.00

6	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	each	\$10234.00
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YEAR Three - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
7	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$803.00
8	Transport unit to Contractor's Facility	Each	\$171.00
9	Transport/Return unit to City facility	Each	\$171.00
10	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$803.00
11	Crane and Rigging (Contractor Owned)	Hour	\$0.01
12	Field Standard Labor Rate	Hour	\$102.00
13	Shop Standard Labor Rate for Electrical	Hour	\$86.00
14	Labor Rate for Overtime Work	Hour	\$129.00
15	Labor Rate for Emergency Work	Hour	\$171.00
16	Shop Standard Labor Rate for Mechanical	hour	\$86.00
17	Shop standard Labor Rate for Machining	hour	\$86.00
18	Non-Repairable Cost Flygt: Group III	each	\$1371.00

YEAR Three - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	% Discount/Markup
19	Crane and Rigging (Rental: Original Invoice)	+15.00
20	Non-Destructive Testing (Original Invoice)	+5.00
21	Chroming shaft (Original Invoice)	+5.00
22	Work by Sub-contractor (Original Invoice)	+15.00
23	Parts and Materials (Original Invoice)	-5.00
24	Cost to Replace a Unit of Flygt: Group III	-1.00

Year Three Table Flygt-4 Recondition-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
25	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$5492.00
26	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$5642.00
27	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$5969.00
28	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$6105.00
29	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$6480.00
30	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$6582.00

Year Three Rewind-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
31	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$12913.00
32	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$15618.00
33	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$17653.00
34	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$18495.00
35	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$19680.00
36	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$20401.00

YEAR Three - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	Unit of Measure	Unit Price
37	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$803.00
38	Transport unit to Contractor's Facility	Each	\$171.00
39	Transport/Return unit to City facility	Each	\$171.00
40	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$803.00
41	Crane and Rigging (Contractor Owned)	Hour	\$0.01
42	Field Standard Labor Rate	Hour	\$102.00
43	Shop Standard Labor Rate for Electrical	Hour	\$86.00
44	Labor Rate for Overtime Work	Hour	\$129.00
45	Labor Rate for Emergency Work	Hour	\$171.00
46	Shop Standard Labor Rate for Mechanical	hour	\$86.00
47	Shop standard Labor Rate for Machining	hour	\$86.00
48	Non-Repairable Cost Flygt: Group IV	each	\$2742.00

YEAR Three - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	% Discount/Markup
49	Crane and Rigging (Rental: Original Invoice)	+15.00
50	Non-Destructive Testing (Original Invoice)	+5.00
51	Chroming shaft	+5.00
52	Work by Sub-contractor (Original Invoice)	+15.00
53	Parts and Materials (Original Invoice)	-5.00
54	Cost to Replace a Unit of Flygt: Group IV	-1.00

YEAR Four - Table Flygt-1: Recondition-Repair Flygt: Group III

Item #	Description	Unit of Measure	Unit Price
1	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$3927.00

2	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$4086.00
3	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	Each	\$4422.00

YEAR Four Table Flygt-2: REWIND-REPAIR FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
4	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$9859.00
5	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$10574.00
6	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	each	\$10707.00

YEAR Four - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
7	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$832.00
8	Transport unit to Contractor's Facility	Each	\$177.00
9	Transport/Return unit to City facility	Each	\$177.00
10	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$832.00
11	Crane and Rigging (Contractor Owned)	Hour	\$0.01
12	Field Standard Labor Rate	Hour	\$105.00
13	Shop Standard Labor Rate for Electrical	Hour	\$89.00
14	Labor Rate for Overtime Work	Hour	\$133.00
15	Labor Rate for Emergency Work	Hour	\$177.00
16	Shop Standard Labor Rate for Mechanical	hour	\$89.00
17	Shop standard Labor Rate for Machining	hour	\$89.00
18	Non-Repairable Cost Flygt: Group III	each	\$1419.00

YEAR Four - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	% Discount/Markup
19	Crane and Rigging (Rental: Original Invoice)	+15.00
20	Non-Destructive Testing (Original Invoice)	+5.00
21	Chroming shaft (Original Invoice)	+5.00
22	Work by Sub-contractor (Original Invoice)	+15.00
23	Parts and Materials (Original Invoice)	-5.00
24	Cost to Replace a Unit of Flygt: Group III	-1.00

Year Four Table Flygt-4 Recondition-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
25	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$5712.00
26	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$5869.00
27	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$6231.00
28	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$6356.00
29	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$6749.00
30	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$6856.00

Year Four Rewind-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
31	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$13504.00
32	Horsepower (HP) >250 and <=300	Each	\$16344.00

	Various RPM and 460 Volts		
33	Horsepower (HP) >300 and <=350	Each	\$18481.00
	Various RPM and 460 Volts		
34	Horsepower (HP) >350 and <=400	Each	\$19364.00
	Various RPM and 460 Volts		
35	Horsepower (HP) >400 and <=450	Each	\$20609.00
	Various RPM and 460 Volts		
36	Horsepower (HP) >450 and <=500	Each	\$21366.00
	Various RPM and 460 Volts		

YEAR Four - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	Unit of Measure	Unit Price
37	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$832.00
38	Transport unit to Contractor's Facility	Each	\$177.00
39	Transport/Return unit to City facility	Each	\$177.00
40	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$832.00
41	Crane and Rigging (Contractor Owned)	Hour	\$0.01
42	Field Standard Labor Rate	Hour	\$105.00
43	Shop Standard Labor Rate for Electrical	Hour	\$89.00
44	Labor Rate for Overtime Work	Hour	\$133.00
45	Labor Rate for Emergency Work	Hour	\$177.00
46	Shop Standard Labor Rate for Mechanical	hour	\$89.00
47	Shop standard Labor Rate for Machining	hour	\$89.00
48	Non-Repairable Cost Flygt: Group IV	each	\$2838.00

YEAR Four - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	% Discount/Markup
49	Crane and Rigging (Rental: Original Invoice)	+15.00
50	Non-Destructive Testing (Original Invoice)	+5.00

51	Chroming shaft	+5.00
52	Work by Sub-contractor (Original Invoice)	+15.00
53	Parts and Materials (Original Invoice)	-5.00
54	Cost to Replace a Unit of Flygt: Group IV	-1.00

YEAR Five - Table Flygt-1: Recondition-Repair Flygt: Group III

Item #	Description	Unit of Measure	Unit Price
1	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$4085.00
2	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$4251.00
3	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	Each	\$4604.00

YEAR Five Table Flygt-2: REWIND-REPAIR FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
4	Horsepower (HP) >125 and <= 150 Various RPM and 460 Volts	Each	\$10312.00
5	Horsepower (HP) >150 and <= 175 Various RPM and 460 Volts	Each	\$11063.00
6	Horsepower (HP) >175 and <= 200 Various RPM and 460 Volts	each	\$11204.00

YEAR Five - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item #	Description	Unit of Measure	Unit Price
7	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$861.00
8	Transport unit to Contractor's Facility	Each	\$184.00
9	Transport/Return unit to City facility	Each	\$184.00
10	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$861.00
11	Crane and Rigging	Hour	\$0.01

(Contractor Owned)

12	Field Standard Labor Rate	Hour	\$109.00
13	Shop Standard Labor Rate for Electrical	Hour	\$92.00
14	Labor Rate for Overtime Work	Hour	\$138.00
15	Labor Rate for Emergency Work	Hour	\$184.00
16	Shop Standard Labor Rate for Mechanical	hour	\$92.00
17	Shop standard Labor Rate for Machining	hour	\$92.00
18	Non-Repairable Cost Flygt: Group III	each	\$1469.00

YEAR Five - Table Flygt-3: Additional Costs FLYGT: GROUP III

Item # Description % Discount/Markup

19	Crane and Rigging (Rental: Original Invoice)	+15.00
20	Non-Destructive Testing (Original Invoice)	+5.00
21	Chroming shaft (Original Invoice)	+5.00
22	Work by Sub-contractor (Original Invoice)	+15.00
23	Parts and Materials (Original Invoice)	-5.00
24	Cost to Replace a Unit of Flygt: Group III	-1.00

Year Five Table Flygt-4 Recondition-Repair Flygt: Group IV

Item # Description Unit of Measure Unit Price

25	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$5941.00
26	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$6106.00
27	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$6466.00
28	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$6617.00
29	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$7029.00

30	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$7142.00
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Year Five Rewind-Repair Flygt: Group IV

Item #	Description	Unit of Measure	Unit Price
31	Horsepower (HP) >200 and <=250 Various RPM and 460 Volts	Each	\$14122.00
32	Horsepower (HP) >250 and <=300 Various RPM and 460 Volts	Each	\$17105.00
33	Horsepower (HP) >300 and <=350 Various RPM and 460 Volts	Each	\$19348.00
34	Horsepower (HP) >350 and <=400 Various RPM and 460 Volts	Each	\$20276.00
35	Horsepower (HP) >400 and <=450 Various RPM and 460 Volts	Each	\$21583.00
36	Horsepower (HP) >450 and <=500 Various RPM and 460 Volts	Each	\$22377.00

YEAR Five - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	Unit of Measure	Unit Price
37	Disconnect unit, cable and associated piping, etc., remove unit from Pit	Each	\$861.00
38	Transport unit to Contractor's Facility	Each	\$184.00
39	Transport/Return unit to City facility	Each	\$184.00
40	Install unit, connect its cable and associated piping, etc. and perform the test run	Each	\$861.00
41	Crane and Rigging (Contractor Owned)	Hour	\$0.01
42	Field Standard Labor Rate	Hour	\$109.00
43	Shop Standard Labor Rate for Electrical	Hour	\$92.00
44	Labor Rate for Overtime Work	Hour	\$138.00
45	Labor Rate for Emergency Work	Hour	\$184.00

46	Shop Standard Labor Rate	hour	\$92.00
	for Mechanical		
47	Shop standard Labor Rate	hour	\$92.00
	for Machining		
48	Non-Repairable Cost Flygt:	each	\$2938.00
	Group IV		

YEAR Five - Flygt-6: Additional Costs FLYGT: GROUP IV

Item #	Description	% Discount/Markup
54	Crane and Rigging (Rental: Original Invoice)	+15.00
55	Non-Destructive Testing (Original Invoice)	+5.00
56	Chroming shaft	+5.00
57	Work by Sub-contractor (Original Invoice)	+15.00
58	Parts and Materials (Original Invoice)	-5.00
60	Cost to Replace a Unit of Flygt: Group IV	-1.00