

THE STATE OF TEXAS

BID # S50-L24387

COUNTY OF HARRIS

ORDINANCE # 2013-680

CONTRACT # 4600011985

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR **SUBMERSIBLE PUMP REPAIR SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City" and **SMITH PUMP COMPANY, INC.** ("Contractor"), 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 the Director
City Purchasing Agent for the Director
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Smith Pump Company, Inc.
L. Granger Smith, President
301 M & B Industrial
Waco, TX 76712
Phone: 254-776-037
Fax: 254-776-3579
christopherb@smithpump.com

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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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):

Smith Pump Company, Inc.

WITNESS (if not a corporation)

By: Leigh S. Clark
Name: Leigh S. Clark
Title: Administrative Asst.

By: [Signature]
Name: A. Granger Smith, P.E.
Title: President
Federal Tax ID Number: **74-1460081**

ATTEST/SEAL:

[Signature]
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

[Signature]
Mayor Mark [Signature]

APPROVED:

[Signature]
City Purchasing Agent

COUNTERSIGNED BY:

[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:

8-9-13

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.

5-23-13
Date

[Signature]
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" titled Scope of Work/Specifications; Exhibit "BB" titled List of Required Forms.

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

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.

- 5.3 The contractor must provide written documentation within ten (10) calendar days after the repairs are completed and accepted by the City detailing under what circumstances a warranty claim would be denied.

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 Office of Business Opportunities ("OBO"), 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 to be conducted in Houston, Texas, if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D".

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 it's employees as required by law shall constitute a default under this contract for which the Contractor and it's 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 **\$540,000.00** 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 Agent shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

- 4.1 If 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 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

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

11.0 AMBIGUITIES:

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

12.0 SURVIVAL:

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

13.0 PARTIES IN INTEREST:

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

14.0 SUCCESSORS AND ASSIGNS:

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

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

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

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

16.0 REMEDIES CUMULATIVE:

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

17.0 CONTRACTOR DEBT:

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

EXHIBIT "A"

DEFINITIONS

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

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

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

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

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

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

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

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

"CTR" means Contract Technical Representative

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

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

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

"Hazardous Materials" is defined in Article II (Environmental Laws).

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

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

"User Department Representative (UDR)" means the City's representative of the Director of the Department that administers the day-to-day activities of the Contract. Both CTRs and UDRs evaluates performance, handles scheduling, approves good received and services performed, recommends payment and has the primary responsibility to ensure payment is made upon successful completion of the job.

EXHIBIT "B"
SCOPE OF WORK/TECHNICAL SPECIFICATIONS
SMALL SUBMERSIBLE PUMP REPAIR SERVICES
WASTEWATER AND DRINKING WATER OPERATIONS

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 precise repair services for small submersible pumps from various facilities of City of Houston. The City will monitor the repair of its submersible pumps on a daily basis.
- B.00.01.01 "All Services included in the Fee Schedule "H", FEES AND COST are a part of the Scope of Services and are to be performed when/as required."***
- B.00.02 The meaning of some specific terms as used in this contract is given in Exhibit A, Definitions.
- B.00.03 The Small Submersible Pumps covered by this contract are grouped to indicate the manufacturer, size, and type of the units. See Exhibit A, Definitions, for the list.
- B.00.04 This contract covers the general requirements for the reconditioning, rewinding, repairing, replacing and testing of the small 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 electrical/mechanical work. This specification defines minimum acceptable requirements for the repair of the units. The documentation required for payment for the repairs to the submersible pumps are as specified in B.12, entitled "Invoices"
- 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 and ASTM guide:
- EASA AR100-2010 - **RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS** (hereafter abbreviated as EASA AR100-2010);
 - 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
 - ASTM E1934-99a(2005e1) – Standard Guide for Examining Electrical and Mechanical Equipment and Infrared Thermography (herein abbreviated as ASTM E 1934)
- B.00.06 **ALL SUBMERSIBLE PUMP** 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 a minimum of once a year and adhering to standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (see EASA AR100-21010). The Contractor shall establish, document, and maintain calibration records for testing 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 (a copy of Master Specifications Section 11311, Submersible Wastewater Pumps, dated 06/28/2005 or latest edition will be included as a part of this document) requiring compliance with the applicable sections of the following standards and codes: The website is:

<http://pwecms.cityofhouston.net/documents/forms/search.html>

- 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, the specific sections of the code/standard shall apply to the repairs being carried out by the Contractor and/or subcontractor:

- 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, dated 06/28/2005 or latest edition is attached and shall become a part of this repair and service contract. The website is:

<http://pwecms.cityofhouston.net/documents/forms/search.html>

B.00.11 The Contractor shall furnish, when requested by the Contract Technical Representative (CTR), copies of current environmental permits and demonstrate compliance with current environmental regulations.

B.00.12 The subcontractors to the Contractor are subject to all standards as the Prime Contractor.

B.00.12.1 The Contractor shall follow all standard safety practices and demonstrate compliance at all times while performing duties under this contract.

B.00.13 **FREIGHT: FREIGHT FOR SPECIAL ORDER REPAIR PARTS AND/OR REPAIR PARTS ORDERED FROM ANOTHER STATE OR COUNTRY IS THE RESPONSIBILITY OF THE CITY. THE VENDOR MUST PROVIDE INVOICE(S) DETAILING FREIGHT COSTS WITH NO MARKUP . FREIGHT FOR ALL OTHER REPAIR PARTS IS THE RESPONSIBILITY OF THE CONTRACT VENDOR.**

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 percentage (%) markup or percent (%) discount for the item specified in the Contract "Cost and Fee" schedule in Exhibit "H" of the contract. The Contractor shall submit all ORIGINALS of the supporting documentations with the FINAL invoice.

B.00.15 ALL prices for parts and any markup or discount shall be based upon OEM Manufacturer's latest Price List for distributorships. This is applicable to the parts section of the Bid Forms and subsequently will be incorporated into Exhibit "H" entitled

“Fees and Costs” of the Contract.

- B.00.15.1 The Contractor may be asked to provide pricing for both OEM and Non-OEM Repair parts. At UDR’S discretion, UDR may require contractor to provide pricing to repair or/replace parts with non-OEM parts. Contractor will submit cost estimate within seven (7) working days of request.
- B.00.16 Pricing for a replacement unit supplied under this contract will be based on the Latest Manufacturer’s Price List, if applicable.
- B.00.17 **ALL MARKUPS SHALL BE BASED ON CONTRACTOR’S ACTUAL COST OR SUB-CONTRACTOR’S ACTUAL ORIGINAL INVOICED DOCUMENTS. THE CONTRACTOR SHALL SUBMIT THESE ORIGINAL INVOICES, AS ATTACHMENTS, WITH THE FINAL INVOICE FOR PAYMENT BY THE CITY FOR THE WORK PERFORMED BY THE CONTRACTOR.**
- B.00.18 At Contractor’s repair facility, the Contractor shall disassemble and inspect the unit (D&I), provide recommendations and prepare a scope of work to repair and/or replace parts with **new OEM parts or new Non-OEM parts**. The cost of inspection, recommendations and preparation of work scope shall be a part of the base cost of any Recondition-Repair or Rewind-Repair job per Exhibit “H”, Fees and Costs.
- B.00.19 If the Contractor plans to use any part other than an OEM part, the Contractor shall obtain written confirmation from the *contract technical representative* (CTR). Based on independent testing as set out below that the non-OEM part(s) is are equal or of better material and craftsmanship and performance standards, and will not require modification to other parts. The Contractor shall submit specifications and documentation on the proposed substitution.
- Upon request by the City, at the expense of the contractor, testing may be required by an independent third party chosen by the UDR. The onus shall be upon the contractor to prove that non-OEM parts meet or exceed the required specifications in fit, form and function as OEM parts.
- Testing data provided to the City’s CTR must show if parts exceed or are equivalent to OEM requirements.
- B.00.19.1 All Repair or replacement parts shall equal or exceed specifications for OEM repair or replacement parts.
- B.00.19.2 **REJECTION:** In the event the City rejects any item, the contractor shall have ten (10) days After Receipt of Notice of such rejection to replace item(s) with replacement(s) which conform to the contract at no additional cost to the City.
- B.00.20 The City reserves the rights 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.00.21 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.00.22 Where hourly work is performed on behalf of the City, the Contractor (and approved sub-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, shop record or any other mutually agreed method. See the Timesheet Report Form in Exhibit “BB”.

- B.00.23 The Contractor shall ensure the Equipment Inventory Number (EI) tag remains attached to the equipment. The Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.24 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.25 When requested by the UDR, the Contractor shall furnish parts needed for maintenance activities of submersible pumps by City Personnel. The Contractor shall charge the same price and mark-up or discount for these parts as specified in Exhibit "H" entitled "Cost and Fess" of the contract under "Parts and Material."
- B.00.26 Paint booth shall not be used for sandblasting.
- B.00.27 Upon receipt of the submersible pumps the Contractor shall verify and document all information about the condition of the units including nameplate data. The Contractor shall inspect the unit and document the damaged and missing parts on the teardown report.
- B.00.28 Digital photographs of each unit, as received and the damaged components will be taken and included within the teardown report.
- 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 in care of contractor or removed from City property shall be documented on a City Equipment Release form, see Exhibit B-6. The department requesting services shall provide the form. The user department shall adjust the form to reflect the Contract, Ordinance and Service Release Order (SRO) 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. After the start of the contract, any additional subcontractor must be approved prior to commencement of work. The Contractor shall submit information on the subcontractor with a brief description and explanation of the addition. This addition will not take effect until written approval from the CTR is obtained.
- B.00.32 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced to meet required codes as well as industry and performance standards.
- 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 upon completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any 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 on 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 test sheet. 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 enclosed City of Houston forms in Exhibit B-1, *Teardown and Recommended Repair Report, U. L. Certification, Shop Acceptance Tests, Field Acceptance Tests, Equipment Release Authorization, Recommended Repair Estimate, Fits and Indicated Runout, Progress Status Report, Invoice Checklist Report and Timesheet Report 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, facility name to which the merchandise originated from, the City of Houston Ordinance, Contract and SRO numbers, signature of UDR, signature of receiving employee, printed names, employee number, date received and the authorization release number.
- B.00.41 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by contractor or approved subcontractor(s). The hours worked on City's equipment shall be supported with time cards when applicable to hourly rates. The ORIGINAL time cards shall be submitted with the FINAL invoice.
- B.00.42 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract over the contract period and two years after expiration of the contract. Subject to such audit, any overpayments shall be recovered from the Contractor.
- 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 the Contractor's expense.
- B.00.44 The base price, before mark-up/discount of parts supplied for this contract is the total cost of the item for which the Contractor shall provide documentation.
- B.00.45 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed teardown sheets which details the work performed on the unit, test results and data sheets. The Contractor shall also include but is not limited to the electrical, machinist and mechanical report, and winding data report.
- B.00.46 The Contractor shall establish and maintain records of the repair and services performed for at least 2 years after contract expires and also at least three (3) years after the pump is returned repaired (EASA AR100-2010, Section 1.3.2 or latest edition).
- B.00.47 The repaired unit shall pass inspection and/or test (s) with defined acceptance criteria (EASA AR100-2010, Section 4 or latest edition).
- B.00.48 All inspection, cleaning, balancing, disassembly, reassembly, winding, dipping, baking, blasting, painting, testing and document preparation shall be included as part of the base rewind/recondition cost.

- B.00.49 In the event the contractor cannot recondition-repair and rewind-repair the motor, the city permits, with CTR's written approval, contractor to purchase from manufacturer, OEM reconditioned or remanufactured motor for its submersible pumps. Non-OEM motor is acceptable upon CTR's approval. The Contractor shall submit specifications and documentation on the proposed non-OEM substitution for CTR approval before commencement of services. All reconditioned or remanufactured motors shall meet or exceed required specifications in fit, form and function as OEM motors. Contractor shall obtain written authorization from the CTR before proceeding with replacement The Contractor shall furnish the OEM or Non-OEM documentation with FINAL invoice.
- B.00.50 The REWIND-REPAIR cost in the Fees and Costs schedule 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 CTR. These components are purchased to support the actual motor.
- B.00.51 Contractor shall provide monthly status reports for the contract period (See Exhibit B-8) (Progress and Status Report).

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 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. Generally the seventy (70) percent rule applies, 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 The Contractor shall obtain three (3) quotes for items estimated to cost more than \$50,000.00, when applicable. The City of Houston has the option of accepting the lowest and best quote. The COH reserves the right to solicit quotes for replacement items.
- B.02.03.01 If the equipment is a sole source item, vendor shall obtain a “signed” and dated letter from the manufacturer stating so. This letter shall list the sole distributor for the Houston area. The manufacturer’s letter is valid for thirty (30) days.
- B.02.04 Replacement unit shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same pump performance characteristic as the one being replaced and shall be of the “Highest Efficiency” submersible pump(s) available. Replacement shall be authorized in writing by the CTR.
- B.02.05 The replacement unit must meet the minimum specification requirements and be equal or better in material, craftsmanship, and performance as the replaced pump.
- B.02.06 The replacement unit provided must be able to fit the facilities existing pump mounting and railing system without any required modification to the facility. The City reserves the right to request a specific pump that may require facility modification.
- B.02.07 The Contractor shall use the mark-up or discount specified in Exhibit “H” entitled “Fees and Costs” under “Cost to Replace a Unit”.
- B.02.08 Non-repair cost (Under LABOR RATES—Line item 10: numbering sequence may change) is to be used for pumps that are not repaired nor replaced.

B.03 SPECIFIC TASKS AND SCOPE OF WORK

- B.03.01 The User Department will deliver or pick up, from the Contractor’s facility, submersible pump units. The 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 but are not limited to:
- 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 Volt megohmmeter (EASA AR100-2010 4.2.1).
- 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 unless otherwise specified.
- 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 dimensions shall be checked and shaft must be smooth, polished, and concentric with shaft center.
- B.03.12 The Contractor shall inspect each bolt for damaged threads.
- B.03.13 Repair shall include sandblasting, welding and machining as required. Other services required of the Contractor shall include Non-Destructive Testing (NDT), chroming and metalizing 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 The 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 ten (10) working days of receipt of the pump at his/her shop, the Contractor shall teardown and inspect the pump and prepare an accurate Disassembly and Inspection (D&I) Report and a good faith and detailed cost estimate and shall submit the same to the UDR. To be included with the cost estimate is a specific, detailed statement of the root cause of failure. This cost estimate shall include a brief description of the work to be performed, cost for new replacement OEM or Non-OEM parts, estimated additional labor hours required for the repair of the unit not covered under rewind/ or recondition base cost and shall include the estimated time for delivery of parts and expected completion date of the work.
- B.03.16.1 *The cost estimate shall be provided to the City within ten (10) working days of the receipt of the pump at the Contractor's shop. If the cost estimate is not provided within the specified time without a valid reason with supporting documents acceptable to the UDR, a 5.0% discount shall be applied to the final invoice amount each (business) day that a quotation is not provided. This delay deduction shall not exceed thirty percent (30%) of the final invoice amount.***
- B.03.17 The UDR will inspect the torn-downed unit, review the Contractor's proposed work scope and cost estimate. If the cost exceeds the budget, the UDR shall revise the scope and have the Contractor submit another cost estimate within five (5) days.

- 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 time specified in B.03.18.1 and B.03.18.2 for delivery of such item(s).
- B.03.18.1 Submersible Pumps 75 HP and smaller, 6 weeks.
- B.03.18.2 Submersible pumps larger than 75 HP, 12 weeks.
- B.03.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job repairs within the contractually agreed time period specified in B.03.18.1 and B.03.18.2. The Contractor shall submit to the UDR a detailed explanation for the delay with a new documentation to complete the job. If additional work is required, the Contractor shall submit explanation before commencing the additional work.
- B.03.20 At all times during the repair process, the Contractor shall maintain the 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 results shall be recorded on the rotor information sheet.
- B.03.23 The critical dimensions of the end bells and bearing housing shall be micrometer checked and recorded on the mechanical inspection sheet.
- B.03.24 The above measurements shall be submitted to the 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 in the DIP Tank/VPI system 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 parts have been repaired, the Contractor shall put together and balance the rotating assembly. 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 seal, paint and test as required.
- B.03.29 Surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall be prepared for painting to white metal finish by blast cleaning to surface preparation standards and specifications (SSPC-SP5).
- B.03.30 Surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall be primed and finished, in an approved paint booth, using the unit manufacturer's standard epoxy painting system:

- The minimum primer coat thickness shall be 3 mils DFT, dry film thickness (DFT).
- The minimum finish coat thickness shall be 6 mils DFT, 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 the UDR prior to application of paint.

B.03.33 The user department will specify the paint color.

B.03.34 Whenever needed, OEM or approved substitute 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 Greases and/or Lubricants used on bearings shall be OEM specified or approved equal.

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.

DRINKING WATER OPERATIONS

B.03.37 Disinfection of pumps for portable water services: Prior to packaging and preparation for return to the city, all repaired or replaced pumping equipment or related parts supplied or otherwise handled or manipulated under this contract-the surfaces of which (interior and exterior) will be in direct contact with portable water (upon return to the City – shall be cleaned, swabbed with a one percent (1%) hypochlorite solution, contact time 10-30 minutes. Then thoroughly rinse with potable water after completion of contract repairs and/or hydraulic or hydrostatic testing. A separate certificate of disinfection completion, signed by the Contractor shall accompany all affected parts and/or equipment. Upon completion of the disinfection process, Drinking Water Pumps are to be isolated from Wastewater pumps and other pumps."

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 recorded.

- B.04.01.05 The rotor assembly shall be inspected for wear, scoring and cracks. Checking for open rotor bars shall be done using but not limited to growler and magnetic paper; Enhanced testing of rotor bars can be done using infrared thermography per B.00.05
- B.04.01.06 All stators that are to be rewound shall be core loss tested. This test shall be done after windings are removed and before burnout. The results 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.04.01.09 Recondition, Rewind: The services shall include all parts and labor. Rates can only be charged for tasks that are not a part of Rewinding/ and Reconditioning as described above.

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 recommended repairs shall be made to damaged areas upon approval.
- B.04.02.02 Damage to the windings shall be recorded and submitted to the UDR.
- B.04.02.03 Motor insulation shall be washed with hot soapy water at 200 degrees Fahrenheit and at 30 PSI (Pounds per Square Inch) and then with fresh water. After cleaning, unit must be baked between 250 and 275 degrees Fahrenheit until an acceptable insulation level is obtained.
- B.04.02.04 Reconditioned motors shall receive a minimum of two (2) dips and baked in insulating resin. Stator shall be baked at insulation resin manufacturer'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 arcing.
- 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 the UDR's 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 standard(s).
 - 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 thoroughly inspection shall be performed to ensure 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 as required by applicable codes and specifications.
 - B.04.03.15 All leads brought into the connection box shall be numbered and equipped with a compression lug with NEMA standard bolt hole.
 - 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 ***vacuum pressure impregnation*** VPI.
 - B.04.03.21 Baking shall be done in a temperature controlled and force ventilated oven to

allow a complete and uniform cure per pump manufacturer's specifications.

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 and/or emergency per the request of the UDR.

B.05.03 THE Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. The UDR shall coordinate the emergency and overtime work.

B.06 REPAIR TECHNICIANS

B.06.01 The repair technicians of the Contractor and approved subcontractor shall be qualified and properly trained in recondition and rewind repair of submersible pumps for this contract

B.06.02 The Contractor shall have at least one senior repair technician with a minimum of five (5) years experience in repair-recondition and repair-rewind of submersible pumps specified in this contract.

B.06.03 The Contractor shall furnish the resume of the technicians to the City inspection team during the team's visit of the Contractor's and/or approved subcontractor's facility.

B.07 SHOP ACCEPTANCE OF REPAIR

B.07.01 The UDR shall thoroughly 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 is not limited to) thermal sensors, moisture sensors, and thermistors.

B.07.03 Insulation resistance test shall be completed before conducting high-potential test using a 500 Volts megohmmeter.

B.07.04 Perform high-potential test of windings (new or reconditioned) as stated in EASA AR100-2010, Item 4.4 High-Potential Tests.

B.07.05 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 the 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, per the UDR's request.
- B.07.11 The City shall not make any payment to the Contractor until all corrective actions are made, testing is performed and the equipment repair is accepted.
- B.07.12 The Contractor shall torque bolts from motor housing to volute and this value is to be recorded on the city's Shop acceptance Test Form (Exhibit B-3: Shop Acceptance Test Form).

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. *No separate labor costs shall be charged for these services*

B.10 ADDITIONAL SERVICES

B.10.01 Prior to commencement of any Additional Services, the Contractor shall submit a written proposal for approval by the CTR describing the work to be done and include a not to exceed estimate of the cost. The proposal shall include as a minimum a list of repairs, sub-contractor(s), schematics(s), design plans and a schedule of the repairs. Additional work shall not be performed without written approval from the CTR.

B.10.02 Contractor shall perform Additional Services using the unit rates and any applicable markup/discount in Exhibit "H" entitled Fees and Costs of the contract as specified for the type of service provided. If the contract "Fees and Costs schedule does not cover the work needed, the Contractor shall submit detailed cost estimate for such item for review and approval by the CTR. The performance time for any Additional Services shall be mutually agreed upon in writing between the CTR and the Contractor.

B.11 WARRANTIES

B.11.01 The 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 The Contractor shall fully warrant its installation, replacement, repair and maintenance of all parts and equipment from the date of acceptance by the City of Houston (COH) for a twelve (12) month period. SEE CERTIFICATE OF WARRANTY, DOCUMENT OO1 ATTACHED.
- B.11.04 During the warranty period ALL related work shall be started by Contractor within twenty-four (24) hours of delivery and shall be repaired within the previously stated time frame B.03.18.
- B.11.05 During the warranty period ALL failed units shall be re-repaired or replaced at the 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 POST-AWARD MEETING

- B.12.1 Once the contract has been approved by City Council, the Public Works and Engineering Department shall schedule a post-award meeting with the Contractor and the City's UDRs. This meeting shall include procurement, City contact lists, Contractor pricing, payment procedures, and all other matters related to contract administration.

B.13 CONTRACT COMPLIANCE

- B.13.1 The Public Works and Engineering Department reserves the right to monitor this contract for compliance to ensure legal obligations are fulfilled, and that acceptable level of services are provided.
- B.13.2 Monitoring may take the form of, but not necessarily limited to:
 - 16.2.1 Site visits;
 - 16.2.2 Review of deliveries received for accuracy and timeliness; and
 - 16.2.3 Review of Contractor's invoices for accuracy.
- B.13.3 The responsibility for monitoring compliance rests with the Contract Compliance Section of Management Support Branch of the Office of the Director, Public Works and Engineering Department.

B.14 INVOICES

No later than 30 days after the City accepts and receives the pump, the Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. In addition, all invoices shall be submitted by May 30th of each fiscal year to ensure payments are paid by the end of each fiscal year. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract. Each invoice shall include the following information:

- B.14.01 The City Contractor Number, City Ordinance Number, City Release Number, and Contractor's Job Number.
- B.14.02 The 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.14.03 The Contractor's name and address and where the service was performed.
- B.14.04 The City equipment EI Number, and City Work Order Number.

- B.14.05 The City Facility Number and address where equipment had been prior to service.
- B.14.06 Detailed description of services rendered.
- B.14.07 Description of parts or components repaired or replaced. Provide part numbers, listing before and after discount. If parts are OEM or Non-OEM reconditioned, the costs to recondition parts must be listed as well as the cost of new OEM or Non-OEM replacement parts.
- B.14.08 The subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.
- B.14.09 Detail Labor hours and rates as stated in the contract Exhibit "H" entitled "Fees and Costs".
- B.14.10 The City delivery and pickup tickets.
- B.14.11 UL re-certification for explosion-proof units when applicable
- B.14.12 Subtotal costs for recondition/rewind, parts and labor separately.
- B.14.13 Shop Acceptance form, Teardown and Recommended Repair form, UL Certification form (when applicable), Equipment Release Authorization form, Recommended Repair Estimate form, Fits and Indicated Runout form (if requested), Final Acceptance Tests form.
- B.14.14 Total invoice costs of the job.
- B.14.15 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.
- B.14.16 The charts for bake and burn and all documentation of the records of every preheating and dipping of insulation varnish shall be submitted when requested.
- B.14.17 All unit prices for labor and parts shall be easily identified utilizing the item number and the quoted contract pricing.

Mail invoices to Accounts Payable:
 Department of Public Works & Engineering
 Accounts Payables – Service Contracts
 Attn: Craig Foster
 P.O. Box 61449
 Houston, TX 77208-1489

- B.14.18 The Contractor shall submit the complete Form B-9 (Invoice Check List) with each invoice.

B.15 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.16 Minimum Wage

B.16.1 The Contractor shall pay all employees a minimum of \$7.25 per hour as per the Federal minimum wage requirement.

B.15.2 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.17 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 therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the Contract Fees and Costs schedule.

B. 18 Warranty of Services

B.18.1 *Definitions:* "Acceptance" as used in this clause, means the act of a City authorized representative approving specific services, as partial or complete performance of the contract. "Correction" as used in this clause, means the elimination of a defect.

B.18.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all products and services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within the warranty period from the date of acceptance by the COH and the Contractor. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-confirming product(s) and service(s) at no additional cost to the City, or (2) that the City does not require correction or re-performance.

B.18.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

B.18.4 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

**EXHIBIT "BB"
LIST OF FORMS**

City of Houston
Public Works & Engineering Department
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: 5,000 MΩ @500V

Cable Megger Test: 5,000 MΩ @500V

Surge Test: _____

Core Loss Test: _____

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

Other Repairs Needed: _____

Parts Description: _____

Prepared By: _____ Job Title: _____ Date: _____

City of Houston
Public Works & Engineering Department
Submersible Pump Repair Service

U. L. CERTIFICATION FORM

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

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 MFR _____ FRAME _____

SUBMERSIBLE PUMP SERIAL # _____

HP _____ VOLTS _____ AMPS _____ CODE _____

INSULATING CLASS _____ THERMOSTAT MOUNTING CODE _____

U.L. INSPECTOR NAME: _____

U.L. INSPECTOR EMPLOYEE #: _____

Shop Acceptance Tests Form

City of Houston

Public Works & Engineering Department
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: i.e. 5,000 MΩ @500V _____

Cable Megger Test i.e. 5,000 MΩ @500V _____

Hi-Potential Test: _____

Source Voltages	V ₁ =	V ₂ =	V ₃ =			
No-Load Currents	I ₁ =	I ₂ =	I ₃ =			
Vibration	Axial =		Radial =	Vertical =		
Torque of Motor/Volute Housing Bolts: (ft-lbs)	<u>1.</u>	<u>2.</u>	<u>3.</u>	<u>4.</u>	<u>5.</u>	<u>6.</u>

Comments and Deficiencies:

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

Witnessed By UDR: _____ # _____ Date: _____

Field Acceptance Tests Form

City of Houston

Public Works & Engineering Department
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	$V_1 =$	$V_2 =$	$V_3 =$
Run Currents, Closed Valve	$I_1 =$	$I_2 =$	$I_3 =$
Currents, Open Valve, Start	$I_1 =$	$I_2 =$	$I_3 =$
Currents, Open Valve, after 24 hour	$I_1 =$	$I_2 =$	$I_3 =$

Comments and Deficiencies:

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

Witnessed By UDR: _____ # _____ Date: _____

Equipment Release Authorization Form

City of Houston

Public Works & Engineering Department

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 #: _____

EMPLOYEE #: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

COMMENTS: _____

Recommended Repair Estimate Form

City of Houston

Public Works & Engineering Department 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:
El#:	Estimate Date:

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

COST PLUS ITEMS:	Contract Cost	Mark Up	Extended Price
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.**	
Sub-Total Cost Plus Items			

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

Repair of Submersible Pump Approved by City of Houston:

Signature/Date – Submersible Pump Repair Print Name

FITS AND INDICATED RUNOUT

City of Houston
Public Works & Engineering Department
Electric Motor Repair Service Contract

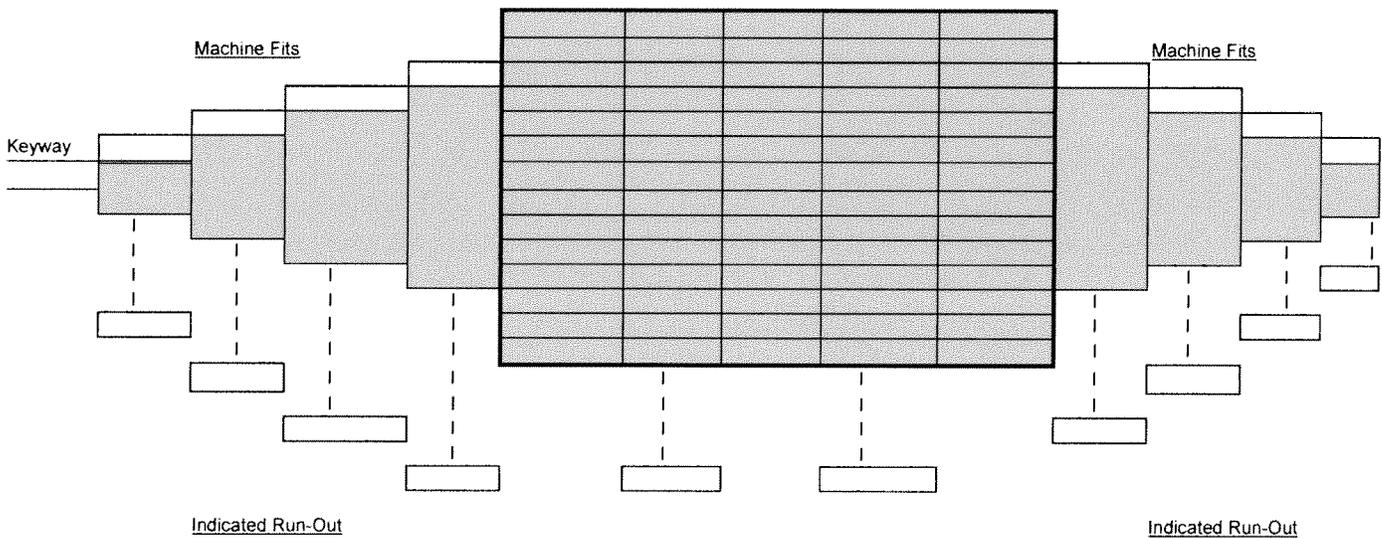
Sample Only, Actual Form is subject to change by CTR after Award of the Contract

(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: _____

Progress and Status Report Form

City of Houston

Public Works & Engineering Department
Submersible Pump Repair Service Contract

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

Release Number	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	Expend. To Date
																\$	\$	\$

Invoice Checklist Report Form

City of Houston
Public Works & Engineering Department
Submersible Pump Repair Service Contract

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

INVOICE CHECKLIST			
"Company Name" / (Small Submersible Pumps) / Contract # 460000XXXX			
a) Facility Name:			Facility #
b) Date:			
c) UDR Review Date:			
Comments:			
Instructions			
1) Check mark "X" selected items listed below. 2) Sign and date at the bottom of form			
Item Number	Contract Requirements Description	Contractor Review	UDR Review
1	City Contract Number, and Ordinance Number		
2	Contractor Job Number		
3	Contractor's name and address		
4	Contractor's representative name, signature and date		
5	City facility name, number and address where service was provided		
6	Detailed description of services rendered		
7	Equipment Identification Number		
8	City Equipment Release Number		
9	City Work Order Number		
10	Subcontractor's invoices with description of work performed, hours and parts cost		
11	Detailed labor hours and rates as stated in the "Fee Schedule" (when applicable)		
12	City delivery and pickup tickets		
13	UL Re-certification for explosion-proof units (when applicable)		
14	Subtotal cost for parts and labor separately		
15	Shop Test/Acceptance Form, Teardown and Recommended Repair form, Equipment Release authorization form, Recommended Repair Estimate Form & Final Repair Cost Form		
16	All unit prices for labor and Parts are easily identified against the quoted contract pricing		
17	Invoice charged to correct job #		

UDR signature

Date

Timesheet Report Form

City of Houston
Public Works & Engineering Department
Submersible Pump Repair Service Contract

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

**SERVICE DEPARTMENT
City of Houston Time Sheet**

CUSTOMER	City of Houston	CUSTOMER ORDER #	
JOB LOCATION		RELEASE #	
UDR		MODEL - SERIAL #	
WEEK BEGGINNING DESCRIPTION OF WORK HOURS WORKED PER PERSON			
1/5/2010		EMPLOYEE NO.	1 2 3 4 5 6
SUNDAY 5-Jan			
MONDAY 6-Jan			
TUESDAY 7-Jan			
WEDNESDAY 8-Jan			
THURSDAY 9-Jan			
FRIDAY 10-Jan			

JOB COMPLETE? YES NO

SIGNATURE FOR FIELD SERVICE OR SHOP MANAGER		SHOP PERSONNEL	#
			1
CUSTOMERS COMMENTS:			2
			3
			4
		FIELD PERSONNEL	
			5
			6

**CITY OF HOUSTON
STANDARD DOCUMENT**

**CERTIFICATE OF
WARRANTY**

WARRANTY OF INSTALLATION, REPLACEMENT,
REPAIR AND MAINTENANCE

BID NO:
OUTLINE AGREEMENT NO: [No.]

TO: [Contractor's Company Name]
Contractor and [Contractor's Address]
Address for Written Notice

1.01 DATE OF SUBSTANTIAL COMPLETION

The Work performed under the Contract was inspected on [Date inspected], and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as [Date of Substantial Completion]. This is the start date of Warranty.

1.02 WARRANTY PERIOD

The contractor fully warrants its installation, replacement, repair and maintenance of all parts and equipment from the date of acceptance by the City of Houston and the Contractor, which includes installation, testing of parts and equipment for a twelve (12) month period.

1.07 CONTRACTOR'S ACKNOWLEDGEMENT

Signature of Contractor, or its agent, acknowledges Warranty Work and the terms of Warranty Period referenced under Warranties, Paragraph B.11.03.

_____ Contractor	_____ Signature	_____ Date
_____ CTR, Wastewater	_____ Signature	_____ Date
_____ CTR, Drinking Water	_____ Signature	_____ Date
_____ UDR, Wastewater	_____ Signature	_____ Date
_____ UDR, Drinking Water	_____ Signature	_____ Date

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. **Tex Star Bearings** (M/WBE subcontractors) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **Tex Star Bearings** (M/WBE subcontractors) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractors shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. **S. Holcomb Enterprises, Inc.** (M/WBE subcontractors) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **S. Holcomb Enterprises, Inc.** (M/WBE subcontractors) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractors shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute ahs arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. **Laramie Crane, LLC** (M/WBE subcontractors) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **Laramie Crane, LLC**. (M/WBE subcontractors) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractors shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. **Brown Mechanical Services, Inc.** (M/WBE subcontractors) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **Brown Mechanical Services, Inc.** (M/WBE subcontractors) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractors shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will be discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

EXHIBIT "D"
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. **B-W Industrial Supply Corporation** (M/WBE subcontractors) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director")
2. **B-W Industrial Supply Corporation** (M/WBE subcontractors) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractors shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal-oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE's to compete for City contract.

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EXHIBIT "DD"

CITY OF HOUSTON
 OFFICE OF BUSINESS OPPORTUNITY & CONTRACT COMPLIANCE
 M/WBE UTILIZATION REPORT

Report Period _____

PROJECT NAME & NUMBER: _____ AWARD DATE: _____
 PRIME CONTRACTOR: _____ CONTRACT No.: _____
 ADDRESS: _____ CONTRACT AMOUNT: _____
 LIAISON/PHONE No.: _____ M/WBE GOAL: _____

M/WBE SUBVENDOR NAME	DATE OF AA CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBEs to reflect up/down variances on contract amount						
Affirmative Action Division ATTN: Velma Laws 713-837-9018 611 Walker, 20 th Floor Houston, Texas 77002						

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, L. Granger Smith, P.E. President as an owner or officer of
(Name) (Print/Type) (Title)
Smith Pump Company, 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.

Date 2-1-13

Contractor Name Smith Pump Company, Inc.

Signature 

Title President

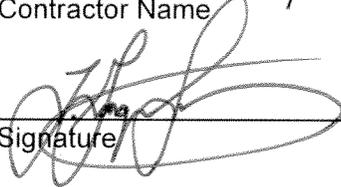
EXHIBIT "F"
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, L. Granger Smith, P.E. President
(Name)(Print/Type) (Title)

as an owner or officer of Smith Pump Company, Inc. (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.

2-1-13
Date

Smith Pump Company, Inc.
Contractor Name


Signature

President
Title

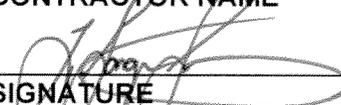
**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, L. Granger Smith, P.E.
(NAME) (PRINT/TYPE)

as an owner or officer of Smith Pump Company Inc (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.

2-1-13
DATE

Smith Pump Company, Inc.
CONTRACTOR NAME


SIGNATURE

President
TITLE

**EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION**

I, L. Granger Smith, P.E. President as an owner or officer of
 (Name) (Print/Type) (Title)
Smith Pump Company, Inc. (Contractor or Vendor)
 (Name of Company)

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

This reporting period covers the preceding 6 months from July 1 to Dec. 31, 2012.

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

LGS
 Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

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

LGS
 Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

LGS
 Initials From July 1, 2012 to Dec. 31, 2012 the following test has occurred
 (Start date) (End date)

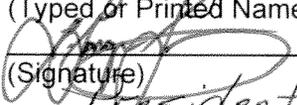
	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	0	0	0	0
Number Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

LGS
 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.

LGS
 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.

2-1-13
 (Date)

L. Granger Smith, P.E.
 (Typed or Printed Name)

 (Signature)
President
 (Title)

**EXHIBIT "H"
FEES AND COSTS**

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	
Year One/Group Sixteen – Miscellaneous Pumps RECONDITION				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$1,782.00	
2	>2 hp and < 5hp	EA	\$2,025.00	
3	>5 Hp and < 15 Hp	EA	\$2,187.00	
4	>15 hp and < 30 hp	EA	\$2,511.00	
5	>30 hp and < 50 hp	EA	\$2,835.00	
6	>50 hp and < 75 hp	EA	\$3,159.00	
7	>75 hp and < 100	EA	\$3,321.00	
Year One/Group Seventeen - Miscellaneous Pumps-REWIND				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$712.00	
2	>2 hp and < 5 hp	EA	\$853.00	
3	>5 hp and < 15 hp	EA	\$1,376.00	
4	>15 hp and < 30 hp	EA	\$1,915.00	
5	>30 hp and < 50 hp	EA	\$2,483.00	
6	>50 hp and < 75 hp	EA	\$3,297.00	
7	>75 hp and < 100	EA	\$3,800.00	
Year One/Group Eighteen - Miscellaneous Pumps (LABOR RATES)				
1	Standard Labor Rate	HR	\$72.00	
2	Field Labor Rate	HR	\$72.00	
3	Field Overtime /Emergency Labor Rate	HR	\$108.00	
4	Electric Labor Rate	HR	\$72.00	
5	Electrical Overtime/Emergency Labor Rate	HR	\$108.00	
6	Mechanical Labor Rate	HR	\$72.00	
7	Mechanical Overtime/Emergency Labor Rate	HR	\$108.00	
8	Machining Standard Labor Rate	HR	\$72.00	
9	Machining Overtime/Emergency Labor Rate	HR	\$108.00	
10	Non-Repair Cost	EA	\$350.00	
11	UL Re-Certification	EA	\$400.00	
12	WVO - Crane & Rigging	HR	\$0.00	
Year One/Group Nineteen - Miscellaneous Pumps (ADDITIONAL COSTS)				
1	WVO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$276,000.00	+15% Mark-Up	\$317,400.00
2	WVO - Other Services	Annual Estimated Expense \$15,000.00	+15% Mark-Up	\$17,250.00
3	WVO - Cost To Replace a Unit	Annual Estimated Expense \$92,000.00	+20% Mark-Up	\$110,400.00
4	DWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$7,000.00	+15% Mark-Up	\$8,050.00
5	DWO - Cost to Replace a Unit	Annual Estimated Expense \$15,000.00	+20% Mark-Up	\$18,000.00

Year One/Group Twenty - Miscellaneous Pumps (OFF-SITE FACILITY REPAIRS) WWO				
1	Transportation of equipment to Contractor's facility	EA	\$258.00	
2	Return of equipment to City's facility	EA	\$330.00	
3	Disconnect Unit, Cables & Associated Piping, etc., Remove Unit from Pit	EA	\$288.00	
4	Install Unit, connect its cables and associated piping, etc. and perform the test run	EA	\$666.00	
Year Two/Group Sixteen - Miscellaneous Pumps RECONDITION				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$1,835.00	
2	>2 hp and < 5hp	EA	\$2,086.00	
3	>5 Hp and < 15 Hp	EA	\$2,253.00	
4	>15 hp and < 30 hp	EA	\$2,586.00	
5	>30 hp and < 50 hp	EA	\$2,920.00	
6	>50 hp and < 75 hp	EA	\$3,254.00	
7	>75 hp and < 100	EA	\$3,421.00	
Year Two/Group Seventeen - Miscellaneous Pumps-REWIND				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$733.00	
2	>2 hp and < 5 hp	EA	\$879.00	
3	>5 hp and < 15 hp	EA	\$1,417.00	
4	>15 hp and < 30 hp	EA	\$1,973.00	
5	>30 hp and < 50 hp	EA	\$2,558.00	
6	>50 hp and < 75 hp	EA	\$3,396.00	
7	>75 hp and < 100	EA	\$3,914.00	
Year Two/Group Eighteen - Miscellaneous Pumps (LABOR RATES)				
1	Standard Labor Rate	HR	\$74.00	
2	Field Labor Rate	HR	\$74.00	
3	Field Overtime /Emergency Labor Rate	HR	\$111.00	
4	Electric Labor Rate	HR	\$74.00	
5	Electrical Overtime/Emergency Labor Rate	HR	\$111.00	
6	Mechanical Labor Rate	HR	\$74.00	
7	Mechanical Overtime/Emergency Labor Rate	HR	\$111.00	
8	Machining Standard Labor Rate	HR	\$74.00	
9	Machining Overtime/Emergency Labor Rate	HR	\$111.00	
10	Non-Repair Cost	EA	\$361.00	
11	UL Re-Certification	EA	\$412.00	
12	WWO - Crane & Rigging	HR	\$0.00	
Year Two/Group Nineteen - Miscellaneous Pumps (ADDITIONAL COSTS)				
1	WWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$289,800.00	+15% Mark-Up	\$333,270.00
2	WWO - Other Services	Annual Estimated Expense \$15,000.00	+15% Mark-Up	\$17,250.00
3	WWO - Cost To Replace a Unit	Annual Estimated Expense \$96,000.00	+20% Mark-Up	\$115,200.00
4	DWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$7,000.00	+15% Mark-Up	\$8,050.00
5	DWO - Cost to Replace a Unit	Annual Estimated Expense \$15,000.00	+20% Mark-Up	\$18,000.00

Year Two/Group Twenty - Miscellaneous Pumps (OFF-SITE FACILITY REPAIRS) WWO				
1	Transportation of equipment to Contractor's facility	EA	\$263.00	
2	Return of equipment to City's facility	EA	\$337.00	
3	Disconnect Unit, Cables & Associated Piping, etc., Remove Unit from Pit	EA	\$297.00	
4	Install Unit, connect its cables and associated piping, etc. and perform the test run	EA	\$682.00	
Year Three/Group Sixteen - Miscellaneous Pumps RECONDITION				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$1,891.00	
2	>2 hp and < 5hp	EA	\$2,148.00	
3	>5 Hp and < 15 Hp	EA	\$2,320.00	
4	>15 hp and < 30 hp	EA	\$2,664.00	
5	>30 hp and < 50 hp	EA	\$3,008.00	
6	>50 hp and < 75 hp	EA	\$3,351.00	
7	>75 hp and < 100	EA	\$3,523.00	
Year Three/Group Seventeen - Miscellaneous Pumps-REWIND				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$755.00	
2	>2 hp and < 5 hp	EA	\$905.00	
3	>5 hp and < 15 hp	EA	\$1,459.00	
4	>15 hp and < 30 hp	EA	\$2,032.00	
5	>30 hp and < 50 hp	EA	\$2,635.00	
6	>50 hp and < 75 hp	EA	\$3,498.00	
7	>75 hp and < 100	EA	\$4,031.00	
Year Three/Group Eighteen-Miscellaneous Pumps (LABOR RATES)				
1	Standard Labor Rate	HR	\$76.00	
2	Field Labor Rate	HR	\$76.00	
3	Field Overtime /Emergency Labor Rate	HR	\$115.00	
4	Electric Labor Rate	HR	\$76.00	
5	Electrical Overtime/Emergency Labor Rate	HR	\$115.00	
6	Mechanical Labor Rate	HR	\$76.00	
7	Mechanical Overtime/Emergency Labor Rate	HR	\$115.00	
8	Machining Standard Labor Rate	HR	\$76.00	
9	Machining Overtime/Emergency Labor Rate	HR	\$115.00	
10	Non-Repair Cost	EA	\$372.00	
11	UL Re-Certification	EA	\$425.00	
12	WWO - Crane & Rigging	HR	\$0.00	
Year Three/Group Nineteen - Miscellaneous Pumps (ADDITIONAL COSTS)				
1	WWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$304,290.00	+15% Mark-Up	\$349,933.50
2	WWO - Other Services	Annual Estimated Expense \$15,000.00	+15% Mark-Up	\$17,250.00
3	WWO - Cost To Replace a Unit	Annual Estimated Expense \$101,430.00	+20% Mark-Up	\$121,716.00
4	DWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$7,000.00	+15% Mark-Up	\$8,050.00
5	DWO - Cost to Replace a Unit	Annual Estimated Expense \$15,000.00	+20% Mark-Up	\$18,000.00

Year Three/Group Twenty - Miscellaneous Pumps (OFF-SITE FACILITY REPAIRS) WWO				
1	Transportation of equipment to Contractor's facility	EA	\$267.00	
2	Return of equipment to City's facility	EA	\$344.00	
3	Disconnect Unit, Cables & Associated Piping, etc., Remove Unit from Pit	EA	\$306.00	
4	Install Unit, connect its cables and associated piping, etc. and perform the test run	EA	\$698.00	
Year Four - Option Yr. 1/Group Sixteen Miscellaneous Pumps - RECONDITION				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$1,947.00	
2	>2 hp and < 5hp	EA	\$2,213.00	
3	>5 Hp and < 15 Hp	EA	\$2,390.00	
4	>15 hp and < 30 hp	EA	\$2,744.00	
5	>30 hp and < 50 hp	EA	\$3,098.00	
6	>50 hp and < 75 hp	EA	\$3,452.00	
7	>75 hp and < 100	EA	\$3,629.00	
Year Four /Group Seventeen - Miscellaneous Pumps-REWIND				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$778.00	
2	>2 hp and < 5 hp	EA	\$933.00	
3	>5 hp and < 15 hp	EA	\$1,503.00	
4	>15 hp and < 30 hp	EA	\$2,093.00	
5	>30 hp and < 50 hp	EA	\$2,714.00	
6	>50 hp and < 75 hp	EA	\$3,603.00	
7	>75 hp and < 100	EA	\$4,152.00	
Year Four - Option Yr. 1/Group Eighteen Miscellaneous Pumps (LABOR RATES)				
1	Standard Labor Rate	HR	\$79.00	
2	Field Labor Rate	HR	\$79.00	
3	Field Overtime /Emergency Labor Rate	HR	\$118.00	
4	Electric Labor Rate	HR	\$79.00	
5	Electrical Overtime/Emergency Labor Rate	HR	\$118.00	
6	Mechanical Labor Rate	HR	\$79.00	
7	Mechanical Overtime/Emergency Labor Rate	HR	\$118.00	
8	Machining Standard Labor Rate	HR	\$79.00	
9	Machining Overtime/Emergency Labor Rate	HR	\$118.00	
10	Non-Repair Cost	EA	\$384.00	
11	UL Re-Certification	EA	\$438.00	
12	WWO - Crane & Rigging	HR	\$0.00	
Year Four - Option Yr. 1/Group Nineteen Miscellaneous Pumps (ADDITIONAL COSTS)				
1	WWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$319,505.00	+15% Mark-Up	\$367,430.75
2	WWO - Other Services	Annual Estimated Expense \$15,918.00	+15% Mark-Up	\$18,305.70
3	WWO - Cost To Replace a Unit	Annual Estimated Expense \$106,502.00	+20% Mark-Up	\$127,802.40
4	DWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$7,000.00	+15% Mark-Up	\$8,050.00
5	DWO - Cost to Replace a Unit	Annual Estimated Expense \$15,000.00	+20% Mark-Up	\$18,000.00

Year Four – Option Yr. 1/Group Twenty Miscellaneous Pumps (OFF-SITE FACILITY REPAIRS) WWO				
1	Transportation of equipment to Contractor's facility	EA	\$272.00	
2	Return of equipment to City's facility	EA	\$350.00	
3	Disconnect Unit, Cables & Associated Piping, etc., Remove Unit from Pit	EA	\$315.00	
4	Install Unit, connect its cables and associated piping, etc. and perform the test run	EA	\$722.00	
Year Five – Option Yr. 2/Group Sixteen Miscellaneous Pumps - RECONDITION				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$2,006.00	
2	>2 hp and < 5hp	EA	\$2,377.00	
3	>5 Hp and < 15 Hp	EA	\$2,568.00	
4	>15 hp and < 30 hp	EA	\$2,948.00	
5	>30 hp and < 50 hp	EA	\$3,328.00	
6	>50 hp and < 75 hp	EA	\$3,709.00	
7	>75 hp and < 100	EA	\$3,738.00	
Year Five /Group Seventeen - Miscellaneous Pumps-REWIND				
1	>Fractional hp and < 2 hp (Various RPM and 460 Volts)	EA	\$801.00	
2	>2 hp and < 5 hp	EA	\$961.00	
3	>5 hp and < 15 hp	EA	\$1,548.00	
4	>15 hp and < 30 hp	EA	\$2,156.00	
5	>30 hp and < 50 hp	EA	\$2,795.00	
6	>50 hp and < 75 hp	EA	\$3,711.00	
7	>75 hp and < 100	EA	\$4,277.00	
Year Five – Option Yr. 2/Group Eighteen Miscellaneous Pumps (LABOR RATES)				
1	Standard Labor Rate	HR	\$81.00	
2	Field Labor Rate	HR	\$81.00	
3	Field Overtime /Emergency Labor Rate	HR	\$122.00	
4	Electric Labor Rate	HR	\$81.00	
5	Electrical Overtime/Emergency Labor Rate	HR	\$122.00	
6	Mechanical Labor Rate	HR	\$81.00	
7	Mechanical Overtime/Emergency Labor Rate	HR	\$122.00	
8	Machining Standard Labor Rate	HR	\$81.00	
9	Machining Overtime/Emergency Labor Rate	HR	\$122.00	
10	Non-Repair Cost	EA	\$396.00	
11	UL Re-Certification	EA	\$452.00	
12	WWO - Crane & Rigging	HR	\$0.00	
Year Five – Option Yr. 2/Group Nineteen Miscellaneous Pumps (ADDITIONAL COSTS)				
1	WWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$335,480.00	+15% Mark-Up	\$385,802.00
2	WWO - Other Services	Annual Estimated Expense \$15,000.00	+15% Mark-Up	\$17,250.00
3	WWO - Cost To Replace a Unit	Annual Estimated Expense \$111,827.00	+20% Mark-Up	\$134,192.40
4	DWO - Parts & Materials (Original Invoice)	Annual Estimated Expense \$7,000.00	+15% Mark-Up	\$8,050.00
5	DWO - Cost to Replace a Unit	Annual Estimated Expense \$15,000.00	+20% Mark-Up	\$18,000.00

Year Five – Option Yr. 2/Group Twenty Miscellaneous Pumps (OFF-SITE FACILITY REPAIRS) WWO			
1	Transportation of equipment to Contractor's facility	EA	\$276.00
2	Return of equipment to City's facility	EA	\$358.00
3	Disconnect Unit, Cables & Associated Piping, etc., Remove Unit from Pit	EA	\$324.00
4	Install Unit, connect its cables and associated piping, etc. and perform the test run	EA	\$738.00

EXHIBIT "I"
PAY OR PLAY PROGRAM



**City of Houston
Certification of Compliance with
Pay or Play Program**



Contractor Name: Smith Pump Company Inc. \$ 4,950,391.75
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 301 M&B Industrial Waco, Tx 76712

Project No.: [GFS/CIP/AIP/File No.] S-50-L 24387

Project Name: [Legal Project Name] Submersible Pump Repair Services for the
Public Works and Engineering Department.

POP Liaison Name: Chris George

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
		✓	

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	5	N/A
Covered Employees	5	N/A
Non-Covered Employees	0	N/A
Exempt Employees	0	N/A

***Required**

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

Contractor (Signature) Date 2-1-13
 Name and Title (Print or Type) Ranger Smith, P.E - President