

Controller's Office

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

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

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

( ) Other - Grant Funds Available

*Annise D. Parker*  
*Madeline P. Appel*

Date: August 9, 2007 City Controller of the City of Houston, Texas

8300 · 1000 · 2000 · 2600 · 2100 · 1000 ·  
520123 · 520124 · 522430

FUND REF:

*460000 7803*

AMOUNT: \$47,000.00

ENCUMB. NO.:

*4500031772, 4500037296*  
*4500035158, 4500039617*  
*4500036892*  
*4500036967*

City of Houston, Texas Ordinance No. 2007-962

**AN ORDINANCE AWARDING THE CONTRACT TO PRECISION PNEUMATICS, INC. FOR MAINTENANCE AND REPAIR OF AIR COMPRESSORS FOR VARIOUS DEPARTMENTS; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

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

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by Precision Pneumatics, Inc. in the amount of \$2,606,831.00 and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contract, agreement, or other undertaking in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed \$2,606,831.00 unless and until this sum is increased by ordinance of City Council.

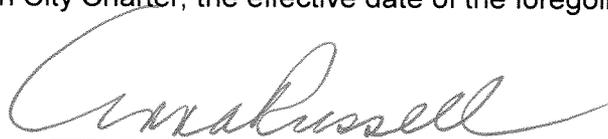
Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 22nd day of August, 2007.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is AUG 28 2007.

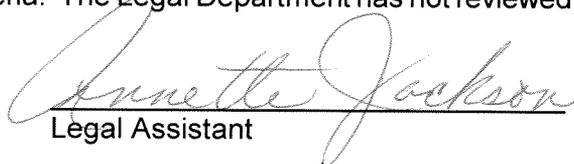
  
City Secretary

Prepared by: Strategic Purchasing Division  
Finance and Administration Dept.

Contact: Tom Smyer  
Phone: 247-1257

This Ordinance has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

7-23-2007  
Date

  
Legal Assistant

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: AUG 28 2007

AYE	NO	MAYOR WHITE
✓		<b>COUNCIL MEMBERS</b>
•••••	•••••	LAWRENCE
✓		JOHNSON
✓		CLUTTERBUCK
✓		EDWARDS
✓		WISEMAN
✓		KHAN
	<b>ABSENT</b>	HOLM
✓		GARCIA
✓		ALVARADO
	<b>ABSENT-OUT OF THE CITY</b>	BROWN
✓		LOVELL
✓		NORIEGA
✓		GREEN
✓		BERRY
CAPTION	ADOPTED	

COUNTY OF HARRIS

ORDINANCE # \_\_\_\_\_

CONTRACT # \_\_\_\_\_

**I. PARTIES**

**A. Address**

**THIS AGREEMENT FOR MAINTENANCE AND REPAIR OF AIR COMPRESSORS** (“Agreement”) is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (“City”), a municipal corporation and **PRECISION PNEUMATICS, INC.** (“Contractor or Vendor”), a corporation doing business in Texas.

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

**City**

City Purchasing Agent for Director  
of Various Departments  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Contractor**

Precision Pneumatics, Inc.  
6618 E Hwy 332  
Freeport, Tx 77541  
Andrew Ballard  
Phone: 979 230 9003  
Fax: 979 230 9038  
E-mail: andrewballard@houston.rr.com

The Parties agree as follows:

**B. Table of Contents**

This Agreement consists of the following sections:

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EXHIBITS

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

**C. Parts Incorporated**

The above described sections and exhibits are incorporated into this Agreement.

**D. Controlling Parts**

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

**E. Definitions**

Certain terms used in this Agreement are defined in Exhibit "A".



## II. DUTIES OF CONTRACTOR

### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

### B. RELEASE

#### 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.

### C. 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, ATTORNEYS' 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:

- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (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
- (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.

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 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

### D. INDEMNIFICATION PROCEDURES:

- (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:
  - (a) a description of the indemnification event in reasonable detail,
  - (b) the basis on which indemnification may be due, and
  - (c) the anticipated amount of the indemnified loss.

This notice does not estop 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.

(2) Defense of Claims

(a) 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.

(b) 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 Contractor 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.

**E. Insurance**

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:

(1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

(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) 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)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. 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:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

**F. Warranties**

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.

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

- (1) that all items are free of defects in title, material, and workmanship,
- (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,
- (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
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

**G. Licenses and Permits**

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

## **H. Compliance with Equal Opportunity Ordinance**

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

### **I. MWBE Compliance**

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 12 % of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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

### **J. Drug Abuse Detection and Deterrence**

(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.

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

- (a) a copy of its drug-free workplace policy,
- (b) 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,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F".

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.

(3) 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.

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

**K. Environmental Laws**

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.

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.

**L. Contractor's Performance**

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.

**M. Payment of Employees and Subcontractors**

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.

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.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractors 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.

**III. DUTIES OF CITY**

**A. Payment Terms**

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.

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.

**B. Taxes**

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.

**C. Method of Payment**

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.

**D. Method of Payment – Disputed Payments**

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.

**E. Limit of Appropriation**

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(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  **\$47,000.00** 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:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, 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.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (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.

**F. Changes**

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
  - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
  - (b) 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.
  - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (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.
- (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) Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### IV. TERM AND TERMINATION

##### A. Contract Term

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.

##### B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

##### C. Renewals

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 Department Director elects not to renew this Agreement, the City Purchasing Agent shall notify the Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

##### D. Time Extensions

If 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).

##### E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

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.

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.

**F. Termination for Cause by City**

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent 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.

**G. Termination for Cause by Contractor**

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.

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.

**H. Removal of Contractor Owned Equipment and Materials**

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**

**A. Independent Contractor**

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

**B. Force Majeure**

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. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the Force Majeure as quickly as possible; and

(b) provides the other party with prompt written notice of the cause and its anticipated effect.

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.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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.

**C. Severability**

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.

**D. Entire Agreement**

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.

**E. Written Amendment**

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.

**F. Applicable Laws**

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.

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

**G. Notices**

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

**H. Non-Waiver**

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.

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.

**I. Inspections and Audits**

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

**J. Enforcement**

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.

**K. Ambiguities**

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.

**L. Survival**

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.

**M. Parties In Interest**

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

**N. Successors and Assigns**

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.

**O. Business Structure and Assignments**

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 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 © 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.

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

**P. Remedies Cumulative**

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.

**Q. Contractor Debt**

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  herefore.

## EXHIBIT "A" DEFINITIONS

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

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

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

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

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Director" means the Directors 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 IIK (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.

"Additional Services" shall mean other services to repair systems associated with the Air Compressors, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the CTR and Contractor.

"Normal Business Hours" shall mean 7:30 a.m. to 4:30 p.m., Monday to Friday, except on City holidays as designated by City Council.

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

"Other Repair Methods" shall mean any method of repair other than those described in the Fee Schedule. These "other repair methods" must be authorized in writing by the equipment Manufacturer and approved by the Director.

"Contractor's Facility" shall mean Contractor's place of business where the Contractor performs repairs of equipment and machinery for other entities, specifically where the Contractor plans to repair Air Compressors of the model and size described in the Bid Form(s) of City of Houston. The facility shall be equipped with the needed overhead/jib crane(s), lathe(s), drill(s), and hydraulic press(es) to do the necessary repair/replacement work for the largest Air Compressor in the group. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during installation of bearings and gears.

"Maintenance Management System (MMS)" shall mean Wastewater Operations Division's Maintenance Management System (MMS) which provides a computerized database to manage work order process, and maintains historical data about performance and repair of equipment.

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

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

"(OEM)" shall mean Original Equipment Manufacturer.

"Serviceability" shall mean the condition of a piece of equipment at any point in time that affects the ability of the equipment to perform its function(s) as intended.

"Expendable Parts" shall mean parts normally used up or consumed in service, such as seals, gaskets, filters, packing, v-belts, covers, guards, breathers, drains, and miscellaneous hardware and fasteners.

"Inspection" shall mean comparison of equipment conformity to predetermined standards, followed by a determination of action required.

"Maintenance" shall mean actions, including inspection, adjustments, cleaning, lubrications, performance testing, and replacement of expendable parts necessary to maintain the serviceability of the equipment.

"Repair" shall mean actions performed on equipment that involve replacement of parts, (other than expendables).

"Performance Test" shall mean actions carried out on a piece of equipment to ensure that it can perform its required function(s).

"Air Compressors Groups" shall mean the Air Compressors of the size and the drive motors as tabulated in the attachment to Exhibit "B". The Air Compressors are grouped such as to represent the Manufacturer and the size of the units:

- Air Compressors Group AR1 Reciprocating Single Acting 5-30hp
- Air Compressors Group AR2 Reciprocating Double Acting/Single Stage 30hp & UP
- Air Compressors Group AR3 Rotary Screw/ 10hp & UP
- Air Compressors Group AR4 Rotary Screw/Diesel
- Air Compressors Group AR5 Reciprocating/Double Acting/Two Stage/ XLE
- Air Compressors Group AR6 Rotary Screw/Electric/Trailer Mounted

Manufacturers: Quincy, Sullair, Airdyne, Gardner Denver, Brunner, Ingersoll Rand, Champion, Lincoln, Speedaire, Power Ignition, Dayton Electric, Honeywell, Gast

ALL MANUFACTURERS ARE INCLUDED IN ALL GROUPS

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This list is subject to change throughout the contract period.

“Contract Technical Representative (CTR)” shall mean the Designated City Representative assigned by the Department to administer the day-to-day activities of the Contract.

## EXHIBIT "B"

### 1.0 SCOPE OF WORK:

- 1.1 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, facilities and transportation necessary to provide precision repair services for air compressors for the Public Works and Engineering Department, Houston Fire Department, Parks & Recreation Department, Health & Human Services Department, Solid Waste Management Department and Houston Police Department. The air compressors are grouped as AR1 through AR6 to indicate the manufacturer and the size of the units located at City facilities as defined in Exhibit "BB".
- 1.2 At a City location, all electrical connections to a supply voltage of 120 volts or higher shall be carried out by a City electrician.
- 1.3 At a City location, all machinery and equipment which are undergoing maintenance and repair shall be locked-out/tagged-out (LOTO) to protect against accidental or inadvertent operation when such operation could cause injury to personnel or damage to equipment. LOTO shall be carried out only by authorized personnel, which may include qualified electricians, mechanics, and operators.
- 1.4 This specification covers the general requirements for the reconditioning, rewinding, repairing, and testing of the compressors located at various City of Houston facilities. This includes, but is not limited to, motors, integral diesel engines, air dryers, gearboxes, couplings, packing or discharge check and isolation valves, control systems, and general electrical/mechanical work. This specification defines minimum acceptable requirements for the repair of the units.
- 1.5 The air compressor equipment at various City of Houston Department facilities are purchased and installed under City's Master Specifications (latest edition) requiring compliance with the applicable sections of the following standards and codes:
  - American National Standard Institute (ANSI)
  - Institute of Electrical and Electronic Engineers (IEEE)
  - National Electrical Code (NEC)
  - National Electrical Manufacturers Association (NEMA)
  - American Society of Mechanical engineers (ASME)
- 1.6 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:
  - Steel Structures Painting Council (SSPC)
  - Anti-Friction Bearing Manufacturing Association (AFBMA)
  - American Society for Non-Destructive Testing
- 1.7 Unless otherwise specified, fabrications, processes, parameters, and test methods for the motors of the compressors shall conform to the latest revision of the following *ELECTRICAL APPARATUS SERVICE ASSOCIATION (EASA)* documents:
  - EASA AR100-2001 - RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS (hereafter abbreviated as EASA AR100-2001);
  - EASA Technical Note No. 16 – GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING, September 1999 (hereafter abbreviated as EASA Tech Note No. 16);
  - EASA Technical Note No. 17 – STATOR CORE TESTING, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and
  - EASA Bearing Fit Tolerance Chart, updated 1997.
- 1.8 ALL MOTOR repair and services shall be performed in a manner to comply with the applicable

- 1.9 All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (see EASA AR100-2001 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.
- 1.10 Contractor shall inspect the air compressor unit at the City facility and document the condition of the unit on a Teardown and Recommended Repair Report, Exhibit "BB-2". If repair can be performed at City facility, the Contractor shall prepare a scope of work (Recommended Repair Estimate Form, Exhibit "BB-3") to be carried out at the City location and submit it to CTR, within twenty-four (24) hours, for approval. The CTR shall respond within twenty-four (24) hours. The Contractor, upon the receipt of approval, shall finish the repair work within five (5) workdays and return the unit to operation unless the Contractor, UDR and CTR agree to an alternative schedule. The lube reservoir of the repaired air compressor/diesel engine shall be flushed clean and filled with the OEM specified lubricants after reassembly.
- 1.11 If the needed repair can not be performed at the City facility, Contractor shall uncouple the unit, remove the unit from its foundation and load on Contractor's vehicle and transport/deliver the unit to Contractor's repair facility. Contractor shall use a hoist, crane, or proper lifting equipment for loading and transporting. If a portable unit, the Contractor shall tow the unit to the Contractor's repair facility. After uncoupling the unit, Contractor shall ensure that all openings to pipes, inlet and discharge dampeners/silencers, and filters are blocked to prevent entry by rodents and birds.
- 1.12 Any equipment removed from City Facility shall be documented on a City Equipment Release Form. Exhibit BB-4 provided as a sample. The department requesting services shall provide the City Equipment Release Form. The user department shall adjust the Form to reflect the Contract Number and Ordinance Numbers pertaining to this Contract.
- 1.13 The Contractor shall seal all openings of the unit and chemically and mechanically clean all external surfaces, as required. Contractor shall then disassemble air compressor and inspect all of air compressor's components and critical areas to determine if clearances are within OEM tolerances, and the parts meet Manufacturer's specifications. Within seven (7) calendar days of pick-up date from the City facility, the Contractor shall prepare a scope of work cost estimate (Recommended Repair Estimate Form, Exhibit "BB-3") and fax to the CTR for approval. Costs estimate shall include a brief description of the work to be performed, cost for new replacement parts versus costs for reconditioned parts and estimated labor hours required to repair the air compressor. At a minimum the Contractor shall replace all bearings and seals and the lube reservoir of the repaired air compressor/diesel engine shall be flushed clean and filled with the OEM specified lubricants after reassembly. The City's CTR shall respond within five (5) workdays.
- 1.14 Upon acceptance of the cost estimate by the CTR, the Contractor shall proceed with repairs. Repairs shall include sandblasting, welding and machining as required. Other services required of Contractor shall include Non-Destructive Testing (NDT), chroming and flame spraying, when required. After parts have been repaired, the Contractor shall balance all individual parts and components, then reassemble, test, seal and paint, as required. All assembled rotating parts shall be dynamically balanced. All damaged and replaced parts that are deemed non-repairable shall be delivered to a designated location specified by the CTR. At all times during the repair process, the Contractor shall maintain the City's equipment in a climate-controlled area. The Contractor shall paint the repaired unit to match the OEM paint color. Please note the timetable as stated in Item 1.16 "Contractor shall complete the job within twenty-one (21) Calendar days of receiving the go-ahead authorization from CTR."
- 1.15 The Contractor shall use new and original equipment manufacturer's (OEM) parts in the repair of its air compressors; therefore, **The Fee schedule shall be based on the use of new and Original**

**Equipment Manufacturer (OEM) parts in the repair of City's air compressors.** If Contractor plans to use a part other than an OEM part for repair of an air compressor, the Contractor shall submit a request to the CTR detailing the part and the reason for its use in place of an OEM part for evaluation, review, and approval of the part by the CTR.

- 1.16 The Contractor shall return the repaired unit to the City facility, set on foundation, couple, and align. Contractor shall start the unit and perform and document a test run of at least four (4) hours. The unit capacity cubic feet per minute (CFM) and pressures shall be as specified by OEM. Contractor shall complete the job within twenty-one (21) Calendar days of receiving the go-ahead authorization from the CTR.
- 1.17 If a new replacement unit is required, the unit shall be replaced in accordance with Section 2.0, Repair and Replacement and 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 characteristic as the one being replaced and shall be of the "Highest Efficiency" compressor available. Replacement shall be authorized in writing by CTR.
- 1.18 The diesel engine, wherever they exist in the drive-air compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the diesel engine drive of the air compressors.
- 1.19 The air dryers, wherever they exist in the compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the air dryers of the air compressors.
- 1.20 The instrumentation, wherever they exist in the air compressor assembly, shall be considered as an integral part of the air compressor unit. The Contractor's scope of service shall include any work necessary on the instrumentation and controls of the air compressors.
- 1.21 Where applicable, new belts shall be installed. Belts shall be changed in matched sets and properly tensioned.
- 1.22 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by sub-contractors or the contractor. The hours worked on City's equipment shall be supported with time cards. The ORIGINAL time cards shall be submitted with the FINAL invoice.
- 1.23 The Contractor shall ensure the equipment identification (EI) tag remains attached to the equipment. Contractor shall notify the CTR if the EI tag is damaged or missing.
- 1.24 The CTR shall ensure that Maintenance Management System (MMS) procedures for tracking the Department's equipment are strictly followed.
- 1.25 CTR shall ensure the contracted repair expenses (Labor, Material and Equipment) are inserted into (MMS). The CTR shall update the MMS equipment history.
- 1.26 When working in a City facility, the Contractor shall ensure the area is kept clean and good housekeeping is practiced.
- 1.27 When working in a City facility, the Contractor shall ensure that Contractor's equipment and tools are properly and safely stored at the end of working day. The City will not assume any liability for loss or damage to Contractor's tools/equipment.
- 1.28 Wherever OEM documentation such as operation and maintenance manual, etc., specify torque values, the Contractor shall use a torque wrench and adhere to OEM torque values.

- 1.29 The Contractor shall use City cranes whenever possible. The CTR shall request hoisting equipment from the Contractor when it is required.
- 1.30 A City representative will pick up all non-repairable equipment. Non-repairable units do not need to be reassembled.
- 1.31 If requested by the UDR, Contractor shall furnish parts needed for maintenance activities of air compressors. Contractor shall charge the same price for these parts as scheduled in the Fee Schedule under "Parts and Material."
- 1.32 Paint booth shall not be used for Sandblasting.
- 1.33 At Contractor shop, the Contractor shall document all information about the conditions of the unit and parts and shall include digital photographs with the documentation.
- 1.34 The City reserves the right to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, impeller, end plates, gears, and other items of the air compressor unit.
- 1.35 Before disassembly nameplate data shall be verified, all missing or damaged parts shall be identified in writing, recorded, and special items shall be noted on the inspection form.
- 1.36 The Contractor shall advise the City of the name(s) and location(s) of any new shop(s) that will be used for specific repair work and obtain written approval from the UDR before subcontracting the work.
- 1.37 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.
- 1.38 All repairs shall be made to bring the units to OEM's specifications.
- 1.39 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on a new stainless or aluminum 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 repair.
- 1.40 Contractor shall install a stainless steel identification tag stamped with the Contractor's Job Number and Repair Date to each unit housing. The tag shall be secured with stainless steel drive pins. The cost of the identification tag shall be included as a part of the base cost of any repair.
- 1.41 Before painting, all units with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any repair.
- 1.42 Assembled units shall be tested for vibration. The vibration level shall not exceed the level (in inches per second unfiltered) specified by the OEM. The vibration measurements shall be recorded on the final repair report. All costs associated with the test shall be included as a part of the base cost of any repair.
- 1.43 The repair shop must be able to verify all hours charged for machine work. This will apply to work done by sub-contractors or the contractor. In-house work will be supported with copies of time cards. This verification shall be submitted with the invoice.
- 1.44 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract at a later date. Subject to such audit, any overpayments shall be recovered from the Contractor.
- 1.45 The Contractor shall be responsible for storage of the units and all parts. Any parts lost or damaged

while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.

- 1.46 The price of parts, material and cost of a replacement unit supplied pursuant to this contract shall be the discount/markup included in the fee schedule off of the manufacturer's price list or manufacturers suggested retail price. The Contractor shall submit the supporting documentation with its repair or replacement proposal and the final invoice.
- 1.47 The Contractor shall provide to the City a full set of repair records (including completed teardown sheets, work performed on the unit, and test run results including vibration levels at all bearings of the air compressor) upon completion of work. The Contractor shall establish and maintain the repair records for at least three (3) years from the date when the unit passed acceptance inspection and/or test.
- 1.48 ALL labor to perform teardown inspections, cleaning, disassembly, sand blasting, balancing, reassembly, painting, shop testing, and documenting shall be included as labor/base price for the unit repair.
- 1.49 **THE FIELD TIME SHEETS SHOULD BE SIGNED DAILY BY A CITY OF HOUSTON SUPERVISOR OR DESIGNATED REPRESENTATIVE AT THE FACILITY LOCATION. ALL TIME SHEETS SHALL BE APPROVED BY THE UDR ON THE LAST WORKING DAY OF EACH WEEK.**
- 1.50 **THE CITY SHALL BE BILLED ONLY FOR THE HOURS THE CONTRACTOR WORKS ON CITY EQUIPMENT WHETHER AT CITY FACILITY OR AT CONTRACTOR'S FACILITY. LABOR RATE FOR WORK AT A CITY FACILITY SHALL COVER THE TRAVEL EXPENSE OF THE CONTRACTOR. NO ITEMIZED TRAVEL TIME IS ALLOWED.**

## **2.0 REPAIR & REPLACEMENT:**

- 2.1 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the air compressors instead of replacement unless the repair cost of the air compressor exceeds seventy percent (70%) 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 air compressor economic evaluation and various operational considerations. If an air compressor or a defective part repair exceeds seventy percent (70%) of the cost of replacement for such air compressor or part, then the Contractor shall promptly notify the CTR and UDR for a determination whether to repair or replace the air compressor.
- 2.2 The Contractor shall attach replacement cost quotes for CTR's review when submitting work scope. For all major components such as engines and motors, the repair work scope shall include the cost of a new item as well as the estimated cost to repair such item.
- 2.3 If a replacement unit is required, the 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 characteristic as the one being replaced and shall be of the "Highest Efficiency" compressor available.
- 2.4 If the unit is to be replaced, the Contractor shall use the applicable Contract fee schedule "Non-Repairable shop cost" unit rates to invoice for costs associated with uncoupling, disassembling, transporting, diagnostic testing, and reconnecting.
- 2.5 Replacement must be authorized in writing by CTR and a work schedule mutually agreed to between the CTR and Contractor.

## **3.0 REPAIR TECHNICIANS:**

Contractor's repair technicians shall be qualified, preferably factory trained, personnel and shall have a minimum of two years experience in repairing the brand and model of the air compressor to be

repaired/serviced by that person. Contractor must provide a list of personnel and experience within five (5) calendar days after a written request from the City to do so.

#### **4.0 ACCEPTANCE OF REPAIR:**

- 4.1 The CTR shall inspect the assembled unit before the four (4) hour run test can begin. The CTR shall be on location within two (2) working days after notification by the Contractor to approve and observe the performance test. It is the Contractor's responsibility to ensure communication has been established with the CTR for witnessing of the performance test.
- 4.2 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.
- 4.3 The final alignment must be made at the end of the four (4) hour test run when the air compressor and the driver are at their normal operating temperature. Alignment must be adjusted, as required, before placing the air compressor unit into permanent service.
- 4.4 The City shall not make payment to the Contractor until ALL corrective actions are made and the equipment repair is accepted by CTR.

#### **5.0 INSPECTION:**

The City intends to inspect each equipment item during the course of its repair. The Contractor shall satisfy the City the repairs are made within the time period indicated.

#### **6.0 RESPONSE TIME:**

The Contractor shall be accessible to the City via telephone during normal business hours and shall respond and be at the City facility, where the unit requires repair, within twenty-four (24) hours of receiving the call for service.

#### **7.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail, or apparent omission from it or 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.

#### **8.0 OTHER/WORK SERVICES:**

Prior to commencement of any "Other/Work Services", the Contractor shall submit a written proposal describing the work to be done and including an estimate of the cost. The proposal shall include at a minimum a list of repairs, sub-contractor(s), and a schedule of the repairs. The Contractor shall quote/invoice "Other/Work Services" as stated in the Contract fee schedule under "Other/Work Services". Other/Work Services shall be approved in writing by the CTR. Timing of any "Other/Work Services" shall be mutually agreed upon between the CTR and the Contractor.

#### **9.0 ANNUAL PREVENTIVE MAINTENANCE PROGRAM**

- 9.1 Clean and or replace filters
- 9.2 Change oil air pump lubricant
- 9.3 Clean intake and exhaust valves
- 9.4 Check all belts and replace when necessary
- 9.5 Check and clean safety (pop-off) valve
- 9.6 Drain and service the automatic reservoir
- 9.7 Check all gauges and piping attachments for air leaks at the compressor and tighten

if necessary.

## **10.0 RETURN OF CITY OWNED EQUIPMENT:**

The Contractor shall return all City owned equipment to the city within ten (10) calendar days after the expiration, or termination of the contract. The period of time may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

## **11.0 INVOICES:**

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. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:

- 11.01 City Contractor number, City Ordinance number, City Release number, and Contractor's Job Number.
- 11.02 Contractor's Job Number and Contract year shall appear clearly on all time sheets [showing hours worked, break(s) and lunch time], invoices, and suppliers' invoices.
- 11.03 Contractor's name and address and where the service was performed.
- 11.04 City equipment EI Number, and City Work Order Number.
- 11.05 City Facility Number and address where equipment had been prior to service.
- 11.06 Detailed description of services rendered.
- 11.07 Description of Parts or Components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.
- 11.08 Subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.
- 11.09 Detail Labor hours and rates as stated in the "Fee Schedule" for in house work.
- 11.10 City delivery and pickup tickets.
- 11.11 UL re-certification for explosion-proof units.
- 11.12 Subtotal costs for Parts and Labor separately.
- 11.13 Shop Acceptance Tests form, Teardown and Recommended Repair form, UL Certification form, Equipment Release Authorization form, Recommended Repair Estimate form, Field Acceptance Tests form and Progress and Status Report form shall be submitted.
- 11.14 Total invoice costs of the job.
- 11.15 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.
- 11.16 All unit prices for Labor and Parts shall be easily identified against the quoted contract pricing.

Mail Invoices as follows:

City of Houston  
Public Works & Engineering Department  
P.O. Box 61449  
Attn: Accounts Payable  
Houston, Texas 77208-1449

City of Houston  
Houston Fire Department  
Accounts Payable  
1205 Dart Street  
Houston, Texas 77007

City of Houston

Parks & Recreation Department

Attn: A/P Manager  
2999 South Wayside  
Houston, Texas 77023

Health & Human Services Department  
Accounting Department  
8000 North Stadium Drive  
Houston, Texas 77054

City of Houston  
Solid Waste Management Department  
Accounting Office  
601 Sawyer #500  
Houston, Texas 77007

City of Houston  
Houston Police Department  
Budget & Finance  
1200 Travis 17<sup>th</sup> Floor  
Houston, Texas 77002

**12.0 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  herefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

**13.0 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 maintenance and repair of air compressor 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.

**14.0 WARRANTY OF SERVICES**

a) *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.

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

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

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

## Exhibit BB

This list of equipment does not represent all locations within the City of Houston.

Compressor												Drive			
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	7100	30T2041	Recip	AR1	Baldor Electric	NAV	Motor	10					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	7100	30T691707		AR1	Lincoln Electric	NAV	Motor	10					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	7100	30T681765		AR1	Toshiba	B0154FGF2V3	Motor	15					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	2-2420E5	30T797323		AR1	Baldor Electric	NAV	Motor	5					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	2-2420E5	30T797322		AR1	Baldor Electric	NAV	Motor	5					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	F-4125-20	12-391994		AR1	NAV	NAV	Motor	10					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	7100	30T72459		AR1	Toshiba	B0154FGF2V3	Motor	15					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	3000	30T		AR2				20					
Public Works & Engineering	Almeda Sims	Ingersoll Rand	71T2	30T439319		AR3				20					
Public Works & Engineering	Sims Bayou	Ingersoll Rand	12x9 ESV-1	W8FGV1223	Recip	AR2	Reliance Electric	NAV	Motor	100					
Public Works & Engineering	Sims Bayou	Ingersoll Rand	12x9 ESV-1	W8FGV1224	Recip	AR2	Reliance Electric	NAV	Motor	100					
Public Works & Engineering	Sims Bayou	Quincy	4125	288720	RT/SCRW	AR3	Lincoln Electric	NAV	Motor	10					
Public Works & Engineering	Sims Bayou	Quincy	4125	288721	RT/SCRW	AR3	General Electric	NAV	Motor	10					
Public Works & Engineering	Sims Bayou	Quincy	4125	385038	RT/SCRW	AR3	Baldor Electric	NAV	Motor	10					
Public Works & Engineering	Sims Bayou	Ingersoll Rand	P-160A-W-JD	171927 U 88178	RT/SCRW	AR4	John Deere	3179DF	Diesel						

## Exhibit BB

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Compressor												Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Public Works & Engineering	Sims Bayou	Sullair	175DPQ-JD	004-107345	RT/SCRW	AR4	John Deere	3179DF	Diesel					
Public Works & Engineering	Sims Bayou	Sullair	251260-D01	689008177	RT/SCRW	AR4	John Deere	4239DF	Diesel					
Public Works & Engineering	Sims Bayou	Ingersoll Rand	EP75	B-21JS400	RT/SCRW	AR3				75				
Public Works & Engineering	Sims Bayou	Gardner Denver	EBEREC	M32460	RT/SCRW	AR3	Westinghouse Electric	TBFC	Motor	20				
Public Works & Engineering	Sims Bayou	Gardner Denver	EBEREC	M32461	RT/SCRW	AR3	General Electric	5K256BC205	Motor	20				
Public Works & Engineering	Southwest	Brunner	13854E	R30C023482	Recip	AR1	Baldor Electric		Motor	10				
Public Works & Engineering	Southwest	Brunner	13854E	R30C023486	Recip	AR1	Baldor Electric		Motor	10				
Public Works & Engineering	Southwest	Ingersoll Rand	ESV-1	W8FGV1107	Recip	AR2	Reliance Electric	XE-Duty Master	Motor	100				
Public Works & Engineering	Southwest	Ingersoll Rand	ESV-1	W8FGV1108	Recip	AR2	Reliance Electric	XE-Duty Master	Motor	100				
Public Works & Engineering	Southwest	Ingersoll Rand	ESV-1	W8FGV1106	Recip	AR2	Reliance Electric	XE-Duty Master	Motor	100				
Public Works & Engineering	Southwest	Ingersoll Rand	ESV-1	W8FGV1109	Recip	AR2	Reliance Electric	XE-Duty Master	Motor	100				
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-A9x7	W13FFV-15	Recip	AR2	Reliance Electric	NAV	Motor	50				
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-A9x7	W12FFV-58	Recip	AR2	Reliance Electric	NAV	Motor	50				
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-A9x7	W12FFV-59	Recip	AR2	Reliance Electric	NAV	Motor	50				
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-A9x7	W13FFV-12	Recip	AR2	Reliance Electric	NAV	Motor	50				

## Exhibit BB

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Compressor												Drive			
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-A9x7	W13FFV-11	Recip	AR2	Reliance Electric	5K40BL-2222	Motor	50					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 10x9	W7EGV-149	Recip	AR2	General Electric	5K364BL2218	Motor	60					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 10x9	W7EGV-148	Recip	AR2	General Electric	5K364BL2218	Motor	60					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 10x9	W7EGV-147	Recip	AR2	General Electric	5K405BL2222	Motor	60					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 12x9	W7FGVN284#1	Recip	AR2	General Electric	5K405BL2222	Motor	100					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 12x9	W7FGVN287#2	Recip	AR2	General Electric	5K405BL2222	Motor	100					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 12x9	W7FGVN286#3	Recip	AR2	General Electric		Motor	100					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	ESV-1 12x9	W7FGVN285#4	Recip	AR2									
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	XLE19X11.5x8.5	JH-7813	Recip	AR5	General Electric	5K840115F1	Motor	250					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	XLE19X11.5x8.5	JH-7814	Recip	AR5	General Electric	5K840115F2	Motor	250					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand	XLE19X11.5x8.5	JH-7815	Recip	AR5	General Electric	5K840115F3	Motor	250					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand		60HP	RT/SCRW	AR6			Electric	75					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand		60HP	RT/SCRW	AR6			Electric	75					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand		60HP	RT/SCRW	AR6			Electric	75					
Public Works & Engineering	69 <sup>th</sup> Street	Ingersoll Rand		60HP	RT/SCRW	AR4			Diesel						

## Exhibit BB

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Compressor												Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Public Works & Engineering	69 <sup>th</sup> Street	Champion	HR-15D-25	R40001138	Recip	AR1	Doerr	LR-13758	Motor					
Public Works & Engineering	69 <sup>th</sup> Street	Champion	HR-15D-25	R40001140	Recip	AR1	Doerr	LR-13758	Motor					
Public Works & Engineering	Cullen	Ingersoll Rand		171929U88179	RT/SCRW	AR4			Diesel					
Public Works & Engineering	Cullen	Ingersoll Rand		171930U88178	RT/SCRW	AR4			Diesel					
Public Works & Engineering	Cullen	Ingersoll Rand		178004U89317	RT/SCRW	AR4			Diesel					
Public Works & Engineering	Cullen	Ingersoll Rand		178005U89317	RT/SCRW	AR4			Diesel					
Public Works & Engineering	Cullen	Ingersoll Rand		178006U89317	RT/SCRW	AR4			Diesel					
Public Works & Engineering	Cullen	Ingersoll Rand		178007U89317	RT/SCRW	AR4			Diesel					
Health & Human Services	Sunnyside	Ingersoll Rand	E2N975			AR1								
Health & Human Services	Sunnyside		235 HML			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	2030			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	285503			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	285503			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	2V55D3-K			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	5T2NLE5-S			AR1								

## Exhibit BB

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Compressor												Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Health & Human Services	Central Lab		5T2NLE5-S			AR1								
Health & Human Services	Central Lab	Ingersoll Rand	5T2NLE5-S			AR1								
Health & Human Services	Central Lab	Quincy	3707 104717-L			AR1								
Health & Human Services	Central Lab	Quincy	3707 104717-L			AR1								
Health & Human Services	Water Control	Ingersoll Rand	TV2-55D5 T-30			AR1								
Health & Human Services	Water Control	Ingersoll Rand	TV2-55D5 T-30			AR1								
Solid Waste	Northwest	Champion	HHP150-25			AR1								
Solid Waste	Southwest	Champion	HR-100-25			AR1								
Solid Waste	Northeast	Champion	HR-101-25			AR1								
Solid Waste	Northeast	Champion	R-60-B			AR1								
Solid Waste	Northeast	Champion	UR-01			AR1								
Solid Waste	Southeast	Champion	9206			AR1								
Parks & Recreation	Field Operation	Bel Air American	3G3HK			AR1								
Parks & Recreation	Field Operation	Champion	R-15A			AR1								
Parks & Recreation	Herman	Power Ignition	K30H4			AR1								
Parks & Recreation	Bissonnet	Speedaire	52185A			AR1								

## Exhibit BB

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Compressor												Drive			
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP					
Parks & Recreation	Sims Bayou	Ingersoll Rand	240			AR1									
Parks & Recreation	Langwood	Quincy	325			AR1									
Parks & Recreation	Cullen	Champion	HR5-8			AR1									
Parks & Recreation	Wheeler	Champion	MS 10-12			AR1									
Parks & Recreation	Wheeler	Dayton	32241C			AR1									
Parks & Recreation	Wheeler	Ingersoll Rand	P-175A-W-D			AR4									
Parks & Recreation	Wheeler	Ingersoll Rand	P-175A-W-D			AR4									
Parks & Recreation	Zoo	Ingersoll Rand	2475			AR1									
Parks & Recreation	Wheeler FleetGarage	Champion	HR15-12	321340		AR1									
Parks & Recreation	Wheeler FleetGarage	Champion	HR15-13	321341		AR1									
Houston Police Department	Tire Shop – 29 Riesner	Speedaire				AR1					10				
Houston Police Department	Central Garage – 50 Riesner	Champion				AR1					10				
Houston Police Department	Vehicle Fueling- 61 Riesner	Champion				AR1					10				
Houston Police Department	North Station – 9455 W. Montgomery	Quincy				AR1					7.5				
Houston Police Department	North Station – 9455 W. Montgomery	Quincy				AR1					7.5				
Houston Police Department	Northwest Station – 6000 Teague	Dayton				AR1					10				

## Exhibit BB

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Compressor											Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP			
Houston Police Department	Westside Station- 3203 S. Dairy Ashford	Champion				AR1				10			
Houston Police Department	Westside Station- 3203 S. Dairy Ashford	Champion				AR1				20			
Houston Police Department	Southeast Station- 8300 Mykawa	Champion				AR1				16			
Houston Police Department	Southeast Station- 8300 Mykawa	Champion				AR1				7.5			
Houston Police Department	Academy Garage- 17000 Aldine Westfield	Champion				AR1				5			
Houston Police Department	Clear Lake Garage- 2855 Bay Area Blvd	Saylor/Beall				AR1				5			
Houston Police Department	Northeast Station- 8301 Ley Road	Saylor/Beall				AR1				5			
Houston Police Department	Northeast Station- 8301 Ley Road	Saylor/Beall				AR1				5			
Houston Police Department	Southwest Garage- 4503 Beechnut	Champion				AR1				5			
Houston Fire Department	Body Shop	Champion	RC-050A	RC-00776		AR3							
Houston Fire Department	BLDG. B	Champion	HRA20D-25	R70A3138		AR1							
Houston Fire Department	BLDG. B	Champion	HRA200-25			AR1							
Houston Fire Department	BLDG. C&D	Champion	HRA200-25	R70A2035		AR1							
Houston Fire Department	BLDG.C	Ingersoll Rand	7TD	30T263792		AR1							
Houston Fire Department	BLDG.A	Quincy	23036	FF230-1354525-01		AR1							

## Exhibit BB

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Compressor											Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP			
Houston Fire Department	BLDG.A	Ingersoll Rand	15TE	275853		AR1							
Houston Fire Department	Fuel Depot Bldg	Champion	HR7-8	R3012802		AR1							
Houston Fire Department # 2	Pump Test Bldg 5880 WOODWAY DRIVE	Champion	VR3-8	R1556327		AR1							
Houston Fire Department # 3	3735 WEST ALABAMA ST.					AR1							
Houston Fire Department # 4	6530 W. LITTLE YORK RD.					AR1							
Houston Fire Department # 5	2020 HOLLISTER STREET					AR1							
Houston Fire Department # 6	3402 WASHINGTON AVE.					AR1							
Houston Fire Department # 7	1402 ELGIN STREET					AR1							
Houston Fire Department # 8	1901 MILAM STREET					AR1							
Houston Fire Department # 9	702 HOGAN STREET					AR1							
Houston Fire Department # 10	6600 CORPORATE DRIVE					AR1							

## Exhibit BB

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Compressor												Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Houston Fire Department # 11	460 T.C. JESTER BLVD.													
Houston Fire Department # 12	1502 ALBER STREET					AR1								
Houston Fire Department # 13	2215 W. 43 <sup>RD</sup> STREET					AR1								
Houston Fire Department # 15	5306 NORTH MAIN ST.					AR1								
Houston Fire Department # 16	1700 RICHMOND AVENUE					AR1								
Houston Fire Department # 17	2805 NAVIGATION BLVD.					AR1								
Houston Fire Department # 18	619 TELEPHONE ROAD													
Houston Fire Department # 19	1811 GREGG STREET					AR1								
Houston Fire Department # 20	6902 NAVIGATION BLVD.					AR1								
Houston Fire Department # 21	10515 MAIN STREET					AR1								
Houston Fire Department # 22	7825 HARRISBURG BLVD.					AR1								

## Exhibit BB

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Compressor												Drive		
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Houston Fire Department # 23	8005 LAWRENDALE STREET													
Houston Fire Department # 25	3902 SCOTT STREET					AR1								
Houston Fire Department # 26	7111 DIXIE DRIVE					AR1								
Houston Fire Department # 27	6515 LYONS AVENUE					AR1								
Houston Fire Department # 28	3000 CHIMNEY ROCK ROAD					AR1								
Houston Fire Department # 29	4831 GALVESTON ROAD					AR1								
Houston Fire Department # 30	6702 IRVINGTON BLVD.													
Houston Fire Department # 31	222 W. CROSSTIMBERS STREET					AR1								
Houston Fire Department # 32	8614 TIDWELL ROAD													
Houston Fire Department # 33	7117 FANNIN STREET					AR1								
Houston Fire Department # 34	3100 LAURA KOPPE ROAD					AR1								

## Exhibit BB

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Compressor											Drive			
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP				
Houston Fire Department # 35	5535 VAN FLEET STREET					AR1								
Houston Fire Department # 36	7720 AIRPORT BLVD.					AR1								
Houston Fire Department # 37	3828 ABERDEEN WAY					AR1								
Houston Fire Department # 38	1120 SILBER ROAD					AR1								
Houston Fire Department # 39	5810 PICKFAIR STREET					AR1								
Houston Fire Department # 40	5830 OLD SPANISH TRAIL					AR1								
Houston Fire Department # 41	805 PEARL STREET					AR1								
Houston Fire Department # 42	8675 CLINTON DRIVE					AR1								
Houston Fire Department # 43	7330 N. WAYSIDE DRIVE					AR1								
Houston Fire Department # 44	675 MAXEY ROAD					AR1								
Houston Fire Department # 45	4910 N. MCCARTY DRIVE					AR1								

## Exhibit BB

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Compressor											
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP	
Houston Fire Department # 46	3902 CORDER STREET										
Houston Fire Department # 47	2615 TIDEWATER DRIVE					AR1					
Houston Fire Department # 48	11616 CHIMNEY ROCK ROAD					AR1					
Houston Fire Department # 49	1212 GESSNER DRIVE					AR1					
Houston Fire Department # 50	4420 BINGLE ROAD					AR1					
Houston Fire Department # 51	6902 BELLAIRE BLVD.					AR1					
Houston Fire Department # 52	10343 HARTSOOK STREET					AR1					
Houston Fire Department # 53	13349 VICKSBURG STREET					AR1					
Houston Fire Department # 54	19006 ALDINE WESTFIELD ROAD					AR1					
Houston Fire Department # 55	11212 CULLEN BLVD.					AR1					
Houston Fire Department # 56	5820 E. LITTLE YORK ROAD					AR1					

## Exhibit BB

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Compressor											
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP	
Houston Fire Department # 57	13602 MEMORIAL DRIVE										
Houston Fire Department # 58	10413 FULTON STREET					AR1					
Houston Fire Department # 59	13925 S. POST OAK ROAD					AR1					
Houston Fire Department # 60	2925 JEANETTA STREET					AR1					
Houston Fire Department # 61	9726 MONROE ROAD					AR1					
Houston Fire Department # 62	1602 SEAMIST DRIVE					AR1					
Houston Fire Department # 63	5626 WILL CLAYTON PKWY					AR1					
Houston Fire Department # 64	3000 GREENS ROAD					AR1					
Houston Fire Department # 65	11531 FM 1960 EAST					AR1					
Houston Fire Department # 66	5800 TEAGUE ROAD					AR1					
Houston Fire Department # 67	1616 W. LITTLE YORK ROAD					AR1					

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### Exhibit BB

This list of equipment does not represent all locations within the City of Houston.

Compressor											
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP	
Houston Fire Department # 68	8602 BISSONNET STREET					AR1					
Houston Fire Department # 69	1102 WEST BELT SOUTH					AR1					
Houston Fire Department # 70	11410 BEAMER ROAD					AR1					
Houston Fire Department # 71	15200 SPACE CENTER BLVD.					AR1					
Houston Fire Department # 72	17401 SATURN LANE					AR1					
Houston Fire Department # 73	9640 WILCREST DRIVE					AR1					
Houston Fire Department # 74	460 ALDINE BENDER ROAD					AR1					
Houston Fire Department # 75	1995 SOUTH DAIRY ASHFORD STREET					AR1					
Houston Fire Department # 76	7100 COOK ROAD					AR1					
Houston Fire Department # 77	10155 KEMPWOOD DRIVE					AR1					
Houston Fire Department # 78	15100 MEMORIAL DRIVE					AR1					

## Exhibit BB

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Compressor												Drive			
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP					
Houston Fire Department # 80	16111 CHIMNEY ROCK ROAD					AR1									
Houston Fire Department # 81	7990 PAUL B. KOONCE STREET					AR1									
Houston Fire Department # 82	11250 BRAESRIDGE DRIVE					AR1									
Houston Fire Department # 83	3350 BREEZEWOOD DRIVE					AR1									
Houston Fire Department # 86	14300 BRIAR FOREST DRIVE					AR1									
Houston Fire Department # 90	16553 PARK ROW					AR1									
Houston Fire Department #	4301 WILL CLAYTON PKWY					AR1									
Houston Fire Department # 93	911 FM1959 ROAD					AR1									
Houston Fire Department # 94	235 EL DORADO BLVD					AR1									
Houston Fire Department # 96	7409 WILLOW CHASE BLVD.					AR1									
Houston Fire Department # 99	18580 CHANUTE ROAD					AR1									

## Exhibit BB

This list of equipment does not represent all locations within the City of Houston.

Compressor										
Department	Location	Manufacturer	Model#	Serial #	Type	Group	Manufacturer	Model #	Type	HP
Houston Fire Department # 101	1863 KINGWOOD DRIVE					AR1				
Houston Fire Department # 102	4102 W. LAKE HOUSTON PKWY					AR1				
Houston Fire Department # 103	2907 HIGH VALLEY DRIVE					AR1				
Houston Fire Department # 104	910 FOREST COVE DRIVE					AR1				

**EXHIBIT "BB-2"**

**Sample City of Houston  
Public Works & Engineering Department  
Compressor 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 #:** \_\_\_\_\_

**Compressor Location:** \_\_\_\_\_ **City Facility Number:** \_\_\_\_\_ **EI #:** \_\_\_\_\_

**Nameplate Information:**

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

**Cable Information:**

Power Cable	Size	Length	Condition
Control Cable	Size	Length	Condition

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

**Runouts:**

Shaft DE	
Shaft ODE	
Face of Rotor	

**Stator Megger Test:** \_\_\_\_\_ **Cable Megger Test:** \_\_\_\_\_

**Surge Test:** \_\_\_\_\_

**Core Loss Test:** \_\_\_\_\_

**Recommendation: Recondition-Repair:** \_\_\_\_\_ **Rewind-Repair:** \_\_\_\_\_

**Other Repairs Needed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parts Description:** \_\_\_\_\_  
\_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT "BB-3"**

**Recommended Repair Estimate Form**

**City of Houston**

Public Works & Engineering Department

Compressor 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 #:
Compressor:	
Manufacturer:	Work Notification Date:
Voltage:      Current:      HP:      RPM:	Field Inspection Date:
Serial #:	Equipment Pull Date:
EI#:	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	
<b>Sub-Total Unit Price Items</b>			

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.**	
<b>Sub-Total Cost Plus Items</b>			

Additional Services (see worksheet):

**Total Estimated Project Costs**

Total Estimate Compressor Repair Only

Replacement Cost of an Identical Unit

**Repair Cost Expressed as % of Replacement Cost**

Repair of Compressor Approved by City of Houston:	
Signature/Date – Compressor Repair	Print Name

EXHIBIT "BB-4"

**Sample Equipment Release Authorization Form**

**City of Houston**

Public Works & Engineering Department

Compressor 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:			

REASON FOR THE PULLING OF THE COMPRESSOR:

\_\_\_\_\_  
\_\_\_\_\_

NAME OF THE SHOP THE EQUIPMENT IS BEING TAKEN TO:

\_\_\_\_\_

IS THERE A PICTURE (S) OF THE COMPRESSOR ATTACHED? YES: \_\_\_\_\_ No: \_\_\_\_\_

**CONTRACTOR REPRESENTATIVE**

**CITY OF HOUSTON REPRESENTATIVE**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

EMPLOYEE #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

**EXHIBIT "BB-5"**  
**Sample City of Houston**  
**Public Works & Engineering Department**  
**Compressor Motor Repair Service Contract**

**U. L. CERTIFICATION FORM**

NAME OF REPAIR SHOP: \_\_\_\_\_

FACILITY NAME \_\_\_\_\_ JOB # \_\_\_\_\_ EI # \_\_\_\_\_

OLD U.L. SERIAL # \_\_\_\_\_ NEW SERIAL # \_\_\_\_\_

ORIGINAL CLASS \_\_\_\_\_ ORIGINAL GROUP \_\_\_\_\_

REBUILT CLASS \_\_\_\_\_ REBUILT GROUP \_\_\_\_\_

DATE NEW SERIAL # ISSUED \_\_\_\_\_

WORK DONE \_\_\_\_\_

---

COMPRESSOR MFGR \_\_\_\_\_ FRAME \_\_\_\_\_

COMPRESSOR SERIAL # \_\_\_\_\_

HP \_\_\_\_\_ VOLTS \_\_\_\_\_ AMPS \_\_\_\_\_ CODE \_\_\_\_\_

INSULATING CLASS \_\_\_\_\_ THERMOSTAT MOUNTING CODE \_\_\_\_\_

U.L. INSPECTOR NAME: \_\_\_\_\_

U.L. INSPECTOR EMPLOYEE #: \_\_\_\_\_

**EXHIBIT "BB-6"**

**Sample Field Acceptance Tests Form**

**City of Houston**

Public Works & Engineering Department

Compressor 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:			

**Visual Inspection:**


Stator Megger Test: \_\_\_\_\_

Cable Megger Test: \_\_\_\_\_

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

**Comments and Deficiencies:**


Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By UDR: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT "BB-7"

**Sample Shop Acceptance Tests Form**

**City of Houston**

Public Works & Engineering Department

Compressor 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:			

Visual Inspection:


Stator Megger Test: \_\_\_\_\_

Cable Megger Test: \_\_\_\_\_

Hi-Potential Test: \_\_\_\_\_

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

Comments and Deficiencies:


Tests Performed By: \_\_\_\_\_ Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By UDR: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "BB-8"**  
**Sample Progress and Status Report Form**

**City of Houston**

Public Works & Engineering Department  
 Compressor 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
																\$	\$	\$

**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"****MWBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with MWBE 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. *McKenzie Equipment* (MWBE subcontractor) 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. *McKenzie Equipment* (MWBE subcontractor) 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 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor 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 concluded by the parties to this subcontract, and as evidenced by their signature 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.
- Upon submittal of the matter to arbitration 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.
- 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.
- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE AGREEMENT**

I, Andrew Ballard CEO as an owner or officer of  
(Name) (Print/Type) (Title)  
Precision Pneumatics, 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 3/30/07

Contractor Name Precision Pneumatics, Inc.

Signature Andrew Ballard

Title CEO

**EXHIBIT "F"**  
**Contractor's Certification Of No Safety Impact Positions  
In Performance Of A City Contract**

I, N/A  
(Name)(Print/Type) \_\_\_\_\_ (Title)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

I, N/A  
(NAME) (PRINT/TYPE) \_\_\_\_\_ as an

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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

I, Andrew Ballard CEO as an owner or officer of  
 (Name) (Print/Type) (Title)  
Precision Pneumatics, 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 11/1/06 to 4/1/07.

AB  
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).

AB  
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.

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

AB  
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.

AB  
Initials  
 From 11/1/06 to 4/1/07 the following test has occurred  
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	None			→
Number Employees Positive	↓			
Percent Employees Positive	↓			

AB  
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.

AB  
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.

4/1/07  
(Date)

Andrew Ballard  
(Typed or Printed Name)  
ABallard  
(Signature)  
CEO  
(Title)

**EXHIBIT "H"**

**FEES AND COSTS**

**Year One**

**Group AR1**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Annual Preventative Maintenance Inspection and Service	Each	\$196.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$196.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$310.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$32.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$32.00
12	Non-Destructive Testing: Head Plates	Each	\$32.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year One**

**Group AR1 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)

Item #	Description
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year One  
Group AR2**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$245.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$245.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$345.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$32.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$32.00
12	Non-Destructive Testing: Head Plates	Each	\$32.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year One  
Group AR2 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)

Item #	Description
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year One  
Group AR3**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$425.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$850.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year One****Group AR3 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year One****Group AR4**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$320.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00

Item #	Description	Unit of Measure	Unit Price
13	Non-Repairable Shop Cost	Each	\$119.00

**Year One**

**Group AR4 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work services (% markup on subcontractor's invoice)		
18	Croming Shaft		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year One**

**Group AR5**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$245.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$520.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at	Per Hour	\$49.00

Item #	Description	Unit of Measure	Unit Price
	City facility). Hourly Rate		
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year One**

**Group AR5 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work services (% markup on subcontractor's invoice)		
18	Croming Shaft		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year One**

**Group AR6**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$195.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00

Item #	Description	Unit of Measure	Unit Price
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year One**

**Group AR6 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: **9 %**

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Two****Group AR1**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Annual Preventative Maintenance Inspection and Service	Each	\$196.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$196.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$310.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$32.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$32.00
12	Non-Destructive Testing: Head Plates	Each	\$32.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Two****Group AR1 Parts & Subcontractors Services Discount or Mark-up (+ or -)**Percent Markup of Materials: **9 %**

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit

Item #	Description
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From Equipment manufacturer's most recently dated suggested retail price.  
Must be authorized in writing by the Director.

**Year Two**  
**Group AR2**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$245.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$245.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$345.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$32.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$32.00
12	Non-Destructive Testing: Head Plates	Each	\$32.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Two**  
**Group AR2 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)

Item #	Description
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- 19 Metallizing: Cases
- 20 Metallizing: Shafts
- 21 Metallizing: Bearing housings
- 22 Cost To Replace a Unit  
From Equipment manufacturer's most recently dated suggested retail price.  
Must be authorized in writing by the Director.

**Year Two  
Group AR3**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$425.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$850.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Two  
Group AR3 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by

Item #	Description
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- the Director:  
(% markup on subcontractor's invoice)
- 17 Other/Work services  
(% markup on subcontractor's invoice)
- 18 Croming Shaft
- 19 Metallizing: Cases
- 20 Metallizing: Shafts
- 21 Metallizing: Bearing housings
- 22 Cost To Replace a Unit  
From Equipment manufacturer's most recently dated suggested retail price.  
Must be authorized in writing by the Director.

**Year Two  
Group AR4**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$320.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Two  
Group AR4 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
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- 14 Parts & Materials

Item #	Description
	From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Two  
Group AR5**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$245.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$520.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Two****Group AR5 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Two****Group AR6**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$520.00
2	Standard labor rate for sandblasting	Per Hour	\$48.00
3	Standard labor rate for welding	Per Hour	\$45.00
4	Standard labor rate for machining	Per Hour	\$45.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$195.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$49.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$49.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$49.00
10	Non-Destructive Testing: Cases	Each	\$130.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$130.00
12	Non-Destructive Testing: Head Plates	Each	\$130.00

Item #	Description	Unit of Measure	Unit Price
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Two**

**Group AR6 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work services (% markup on subcontractor's invoice)		
18	Croming Shaft		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year Three**

**Group AR1**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$206.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$206.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$325.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility).	Per Hour	\$51.50

Item #	Description	Unit of Measure	Unit Price
	Hourly Rate		
10	Non-Destructive Testing: Cases	Each	\$34.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$34.00
12	Non-Destructive Testing: Head Plates	Each	\$34.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Three**

**Group AR1 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work Services (% markup on subcontractor's invoice)		
18	Croming Shaft (% markup on subcontractor's invoice)		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year Three**

**Group AR2**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$257.50
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$257.50
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$362.50

Item #	Description	Unit of Measure	Unit Price
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$34.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$34.00
12	Non-Destructive Testing: Head Plates	Each	\$34.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Three**

**Group AR2 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: **9 %**

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Three**

**Group AR3**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50

Item #	Description	Unit of Measure	Unit Price
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$446.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$892.50
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Three**

**Group AR3 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Three**

**Group AR4**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00

Item #	Description	Unit of Measure	Unit Price
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$320.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

### Year Three

#### Group AR4 Parts & Subcontractors Services Discount or Mark-up (+ or -)

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Three****Group AR5**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$257.50
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$546.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Three****Group AR5 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Three  
Group AR6**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$195.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Three**

**Group AR6 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

**Percent Markup of Materials: 9 %**

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work Services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings

22 Cost To Replace a Unit

From Equipment manufacturer's most recently dated suggested retail price.  
Must be authorized in writing by the Director.

**Year Four (Option Year One)**

**Group AR1**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$206.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$206.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$325.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$34.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$34.00
12	Non-Destructive Testing: Head Plates	Each	\$34.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Four (Option Year One)**

**Group AR1 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)

Item #	Description
17	Other/Work Services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Four (Option Year One)  
Group AR2**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$257.50
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$257.50
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$362.50
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$34.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$34.00
12	Non-Destructive Testing: Head Plates	Each	\$34.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Four (Option Year One)  
Group AR2 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.

Item #	Description
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Four (Option Year One)**

**Group AR3**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$446.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$892.50
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Four (Option Year One)**

**Group AR3 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Four (Option Year One)**

**Group AR4**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$320.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Four (Option Year One)**

**Group AR4 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Four (Option Year One)**

**Group AR5**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$257.50
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$546.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00

Item #	Description	Unit of Measure	Unit Price
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Four (Option Year One)**

**Group AR5 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work services (% markup on subcontractor's invoice)		
18	Croming Shaft		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year Four (Option Year One)**

**Group AR6**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$546.00
2	Standard labor rate for sandblasting	Per Hour	\$50.00
3	Standard labor rate for welding	Per Hour	\$47.50
4	Standard labor rate for machining	Per Hour	\$47.50
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$195.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$51.50
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$51.50
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$51.50
10	Non-Destructive Testing: Cases	Each	\$136.00

Item #	Description	Unit of Measure	Unit Price
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$136.00
12	Non-Destructive Testing: Head Plates	Each	\$136.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Four (Option Year One)**

**Group AR6 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

**Percent Markup of Materials: 9 %**

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work Services (% markup on subcontractor's invoice)		
18	Croming Shaft		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year Five (Option Year Two)**

**Group AR1**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$217.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$217.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$342.00

Item #	Description	Unit of Measure	Unit Price
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$36.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$36.00
12	Non-Destructive Testing: Head Plates	Each	\$36.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Five (Option Year Two)**

**Group AR1 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description	Unit of Measure	Unit Price
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.		
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)		
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)		
17	Other/Work Services (% markup on subcontractor's invoice)		
18	Croming Shaft (% markup on subcontractor's invoice)		
19	Metallizing: Cases		
20	Metallizing: Shafts		
21	Metallizing: Bearing housings		
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.		

**Year Five (Option Year Two)**

**Group AR2**

Item #	Description	Unit of Measure	Unit Price
1	Annual Preventative Maintenance Inspection and Service	Each	\$270.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00

Item #	Description	Unit of Measure	Unit Price
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$270.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$380.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$36.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$36.00
12	Non-Destructive Testing: Head Plates	Each	\$36.00
13	Non-Repairable Shop Cost	Each	\$69.00

**Year Five (Option Year Two)**

**Group AR2 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: **9 %**

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft (% markup on subcontractor's invoice)
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Five (Option Year Two)**

**Group AR3**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Annual Preventative Maintenance Inspection and Service	Each	\$574.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$469.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$937.00
7	Cost to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Cost to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$143.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$143.00
12	Non-Destructive Testing: Head Plates	Each	\$143.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Five (Option Year Two)**

**Group AR3 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Five (Option Year Two)****Group AR4**

<b>Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$574.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$320.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$143.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$143.00
12	Non-Destructive Testing: Head Plates	Each	\$143.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Five (Option Year Two)****Group AR4 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

<b>Item #</b>	<b>Description</b>
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price.

Item #	Description
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Must be authorized in writing by the Director.

**Year Five (Option Year Two)**

**Group AR5**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$574.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$270.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$574.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$143.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$143.00
12	Non-Destructive Testing: Head Plates	Each	\$143.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Five (Option Year Two)**

**Group AR5 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

Percent Markup of Materials: 9 %

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)
17	Other/Work services (% markup on subcontractor's invoice)
18	Croming Shaft
19	Metallizing: Cases
20	Metallizing: Shafts

Item #	Description
21	Metallizing: Bearing housings
22	Cost To Replace a Unit From Equipment manufacturer's most recently dated suggested retail price. Must be authorized in writing by the Director.

**Year Five (Option Year Two)**

**Group AR6**

Item #	Description	Unit of Measure	Unit Price
1	Semi-Annual Preventative Maintenance Inspection and Service	Each	\$574.00
2	Standard labor rate for sandblasting	Per Hour	\$52.50
3	Standard labor rate for welding	Per Hour	\$50.00
4	Standard labor rate for machining	Per Hour	\$50.00
5	Cost to uncouple unit at City facility, disconnect associated piping & prepare unit for removal.	Per Unit	\$119.00
6	Cost to connect piping, couple, align, start & perform test run at City facility	Per Unit	\$195.00
7	Labor to disassemble, clean inspect, repair & reassemble in City facility	Per Hour	\$54.00
8	Labor to disassemble, clean inspect, repair & reassemble in Contractor Facility (includes transportation)	Per Hour	\$54.00
9	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). Hourly Rate	Per Hour	\$54.00
10	Non-Destructive Testing: Cases	Each	\$143.00
11	Non-Destructive Testing: Rotors, Impellers or Gears	Each	\$143.00
12	Non-Destructive Testing: Head Plates	Each	\$143.00
13	Non-Repairable Shop Cost	Each	\$119.00

**Year Five (Option Year Two)**

**Group AR6 Parts & Subcontractors Services Discount or Mark-up (+ or -)**

**Percent Markup of Materials: 9 %**

Item #	Description
14	Parts & Materials From Equipment manufacturer's most recently dated suggested retail price.
15	Crane and Rigging (when requested by City, this includes removal from foundation, loading unit onto truck at City facility and unloading unit off truck at City facility). (% markup on subcontractor's invoice)
16	Other "Repair Method(s)": Must be authorized in writing by equipment manufacturer and approved by the Director: (% markup on subcontractor's invoice)

- 17 Other/Work Services  
(% markup on subcontractor's invoice)
- 18 Croming Shaft
- 19 Metallizing: Cases
- 20 Metallizing: Shafts
- 21 Metallizing: Bearing housings
- 22 Cost To Replace a Unit  
From Equipment manufacturer's most recently dated suggested retail price.  
Must be authorized in writing by the Director.