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

Date: June 26, 2007 City Controller of the City of Houston, Texas

FUND REF: 83002000.520124 AMOUNT: $110,000.00 ENCUMB. NO. SRO# 4500032547 OA# 4600007784

City of Houston, Texas Ordinance No. 2007-812

AN ORDINANCE AWARDING A CONTRACT TO COASTAL PUMP SERVICES, INC. FOR SUBMERSIBLE PUMP REPAIR SERVICES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

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

Section 1. Having duly advertised for and received competitive bids for the contract described in the title of this ordinance, the City Council hereby finds and determines that the lowest responsible and secure bid was submitted by Coastal Pump Services, Inc. in the amount of $1,100,000.00 (which amount is only an estimate if unit prices are included in the bid proposal of said bidder) and that such bid is the most advantageous for the City. Such contract is hereby awarded to said bidder.

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

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

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

Section 5. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed $1,100,000.00 unless and until this sum is increased by ordinance of City Council.

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

PASSED AND ADOPTED this 3rd **day of** July**, 20**07**.**

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 JUL 1 0 2007.

_____
City Secretary

(Prepared by:

Finance and Administration Dept.

Strategic Purchasing
(Contact: Richard Morris)
(Phone: 247-1772)

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.

6-13-07
Date

_____
Legal Assistant

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

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: JUL 0 9 2007

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

MAY 017 Rev.1/04

LOG FROM LINEBARGER 04-03-2007

Pursuant to Section 15-124(e) of the Code of Ordinances of the COH, the Office of the City Controller certifies that the tax delinquency status for the current tax year is listed below for the contracting entities contained in this log.

Johnnie Campbell

On behalf of Annise D. Parker, City Controller

Notice
MARCH 2007 - FEBRUARY 2008

File	Company Name/Address	Account No.	City Tax	County Tax	Years	Notes
65 SPD RCH 7141	COASTAL PUMP SERVICES, INC 6025 COUNTY RD 48 MANVEL, TX 77578	no del found				
	RANDY BRIDGES 6315 CR 308 ROSHARON, TX 77583	no del found				

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS

COUNTY OF HARRIS

BID # LC-R-0739-027-20669

ORDINANCE #_____

CONTRACT #_____

I. PARTIES

A. Address

THIS AGREEMENT FOR SUBMERSIBLE PUMP REPAIR SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and Coastal Pump Services, Inc. ("Contractor or Vendor"), a corporation doing business in Texas.

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

City

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

Contractor

Coastal Pump Repair Services, Inc.
6025 County Rd. 48
Manvel, Texas 77583
Phone: 281-489-3300
Fax: 281-489-3500

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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* E. DRUG POLICY COMPLIANCE AGREEMENT
* F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
* G. DRUG POLICY COMPLIANCE DECLARATION
H. FEES AND COSTS

* Note: These Exhibits shall be inserted into the Contract agreement at the time of Contract execution.

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".

F. Signatures

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

ATTEST/SEAL (if a corporation):

WITNESS (if not a corporation):

By: _____
Name: Lisa Newlin
Title: Office Manager

Coastal Pump Services, Inc.

By: _____
Name:
Title: President
Federal Tax ID Number: 76-0658294

ATTEST/SEAL:

_____
City Secretary

CITY OF HOUSTON, TEXAS
Signed by:

_____
Mayor

APPROVED:

_____
City Purchasing Agent

COUNTERSIGNED BY:

_____
City Controller

DATE COUNTERSIGNED:

_____

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

6-13-07
Date

_____
Legal Assistant

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

CONTRACTOR 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

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

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

D. INDEMNIFICATION PROCEDURES

(1) Notice of Claims. If the City or Contractor 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 the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor 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 Contractor 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. Contractor 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 polices 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 3% 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 $110,000.00 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

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

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 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

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 therefor.

EXHIBIT "A"
DEFINITIONS

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

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

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

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

"City of Houston Normal Business Hours" shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days which are considered City holidays.

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

"Contractor Administrator" means the representative of the Public Works and Engineering Department who is responsible for the administration for the Contract.

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

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

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

"Contract Term" is defined in Article IV.

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

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

"Contractor's Standard Business Hours" shall mean the daily eight (8) hour period Monday through Friday, which the contractor has established as their normal business day.

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

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

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

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

"Established Contractor/Supplier" is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation or trade as to justify an expectation that the bidder can be expected to perform in a satisfactory manner with respect to this contract.

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

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

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

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

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

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

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

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

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

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

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

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

"Rewind and repair" (rewind-repair) shall mean that the contractor, upon receipt of the unit, shall inspect and clean all components. Burn stator, strip, and take data. Core test stator, rewind, connect, test, varnish dip /VPI stator, clean resin from stator fits. Check pump casing, impeller, volute, seals, and wear rings, if applicable. Check impeller fit on shaft. Bring all motor/pump clearances to OEM standards. Dynamically

balance rotating parts assembly, re-assemble, perform all tests, and check vibration at full rated voltage and frequency, and paint.

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

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

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

Group Name	Manufacturer	Nominal Voltage (Volts)	Nominal Speed (RPM)	Horsepower (HP)
KSB:	KSB	120,230,460	900 to 3600	Fractional HP to < or = 30 HP
Myers:	Myers	120,230,460	900 to 3600	Fractional HP to < or = 125 HP

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

EXHIBIT "B"
Scope of Services

KSB, and Myers Small Submersible Pump Repair Services

B.00 GENERAL REQUIREMENTS AND SCOPE OF SERVICES

B.00.01 The Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and facilities necessary to provide precision repair services for ***Other Small submersible pumps*** from various facilities of City of Houston. If requested by CTR, the Contractor shall demonstrate by means of adequate testing and documentation that the repaired unit has retained its operating efficiency. The cost for this operating efficiency test will be paid by City of Houston.

B.00.02 The meaning of some specific terms as used in this contract /specification are given in Exhibit A, Definitions.

B.00.03 The ***Other Small Submersible Pumps*** covered by this specification are grouped to indicate the manufacturer, size, and type of the units. See Exhibit A, Definitions, for the list.

B.00.04 This specification covers the general requirements for the reconditioning, rewinding, repairing, and testing of the submersible pumps located at City of Houston facilities. This includes, but is not limited to, motor stator coils, motor stator iron, motor rotor, pump casing, pump impeller, pump volute, wear rings, bearings, seals, and general electrical/mechanical work. This specification defines minimum acceptable requirements for the repair of the units.

B.00.05 Unless otherwise specified, fabrications, processes, parameters, and test methods for the motors of the submersible pumps shall conform to the latest revision of the following *ELECTRICAL APPARATUS SERVICE ASSOCIATION (EASA)* documents:

- EASA AR100-2001 - RECOMMENDED PRACTICE FOR REPAIR OF ROTATING APPARATUS (hereafter abbreviated as EASA AR100-2001);
- EASA Technical Note No. 16 – GUIDELINES FOR MAINTAINING MOTOR EFFICIENCY DURING REBUILDING, September 1999 (hereafter abbreviated as EASA Tech Note No. 16);
- EASA Technical Note No. 17 – STATOR CORE TESTING, updated March 1997 (hereafter abbreviated as EASA Tech Note No. 17); and
- EASA Bearing Fit Tolerance Chart, updated 1997

B.00.06 ALL MOTOR repair and services shall be performed in a manner to comply with the applicable sections of standards and codes listed in B.00.05.

B.00.07 All test equipment required for test results shall be calibrated at least annually against standards traceable to the National Institute of Standards and Technology (NIST) or equivalent standards laboratories (see EASA AR100-2001 4.7). The Contractor shall establish, document, and maintain calibration records for test and measuring equipment used to demonstrate conformance of product to specified requirements.

B.00.08 The submersible pumps at City facilities are purchased and installed under City's master Specifications (a copy of Master Specifications Section 11311, Submersible Wastewater Pumps, GHWP, dated 04/11/96 or latest edition will be included as a part of this document) requiring compliance with the applicable sections of the following standards

and codes:

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

B.00.09 Wherever this document refers to the following codes and standards, then that specific sections of the code/standard shall apply to the repairs being carried out by the Contractor:

- Steel Structures Painting Council (SSPC)
- Anti-Friction Bearing Manufacturing Association (AFBMA)
- American Society for Non-Destructive Testing

B.00.10 A copy of Master Specifications Section 11311, Submersible Wastewater Pumps, GHWP, dated 04/11/96 or latest edition is attached and shall become a part of this repair and service contract.

B.00.11 The Contractor shall be able to furnish, if requested by CTR, copies of current environmental permits and demonstrate compliance with current environmental regulations.

B.00.12 Subcontractors to the Contractor for the performance of work are subject to the same standards as the contractor.

B.00.13 **THE BID FORMS SHALL BE BASED ON THE CONTRACTOR USING NEW AND ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF CITY'S SUBMERSIBLE PUMPS.**

B.00.14 The price of parts and material and cost of a replacement unit supplied for this contract shall be the total **original invoiced cost to the contractor plus contractor's quoted percentage (%) markup** for the item. The Contractor shall submit all **ORIGINALs** of the supporting documentations with the **FINAL** invoice.

B.00.15 ALL prices for parts and any markup shall be based upon ***Manufacture's latest Parts List Price***. This includes the parts section of the Bid Forms.

B.00.16 The Contractor who is an OEM Distributor/Shop shall use the OEM's latest list price **minus** the OEM Distributor/Shop's **discount percentage (%)** for the price of parts and material and cost of a replacement unit supplied for this contract. The quoted **discount percentage** shall be equal or better than what the Distributor/Shop offers to their best customer within 100 miles of City Hall of City of Houston. This quoted discount percentage is subject to audit by City of Houston.

B.00.17 **ALL MARKUPS SHALL BE BASED ON PART VENDOR'S OR SUB-CONTRACTOR'S ACTUAL ORIGINAL INVOICED DOCUMENTS. THE CONTRACTOR SHALL SUBMIT THESE ACTUAL ORIGINAL INVOICES, AS ATTACHMENTS, WITH THE FINAL INVOICE FOR PAYMENT BY CITY FOR THE WORK PERFORMED BY THE CONTRACTOR.**

B.00.18 At Contractor's repair facility, the Contractor shall disassemble the unit, inspect it and prepare a scope of work to repair and replace parts with *new* OEM parts. The cost of inspection and preparation of work scope shall be a part of the base cost of any Recondition-Repair or Rewind-Repair job.

B.00.19 If the Contractor plans to use any part other than an OEM specified part; the Contractor shall obtain written permission from UDR before using such parts.

B.00.20 A City representative will pick up all non-repairable submersible pumps and pump components from the contractor facility. Non-repairable units do not need to be reassembled.

B.00.21 Where hourly work is performed on behalf of the City, the Contractor (and Sub-Contractors of the Contractor) shall fully document the start of the work, the time spent on the job, and completion of each job. The documentation shall be punch card/time-clock or shop record or any other mutually agreed method.

B.00.22 Contractor shall ensure the Equipment Inventory number (EI) tag remains attached to the equipment. Contractor shall notify the UDR if the (EI) tag is damaged or missing.

B.00.23 Wherever torque values are known, the Contractor shall use a torque wrench and adhere to the OEM torque values.

B.00.24 If requested by the UDR, Contractor shall furnish parts needed for maintenance activities of submersible pumps by City Personnel. Contractor shall charge the same price for these parts as scheduled in Bid Forms under "Parts and Material."

B.00.25 Paint booth shall not be used for Sandblasting.

B.00.26 Upon receipt of the submersible pumps the Contractor shall verify and document all information about the condition of the units including nameplate data. Contractor shall inspect the unit and document the damaged and missing parts on the teardown report.

B.00.27 Digital photographs of each unit, as received, and the damaged components will be made part of the teardown report.

B.00.28 The City reserves the rights to pick up any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) seals, bearings, and other items of a submersible pump unit.

B.00.29 In the case of dual horsepower units, charges shall be based only on the higher horsepower rating, never on both.

B.00.30 Any equipment removed from City property shall be documented on a City Equipment Release Form, see Exhibit BB-6. The department requesting services shall provide the Form. The user department shall adjust the Form to reflect the Contract Number and Ordinance Numbers pertaining to this Contract.

B.00.31 The Contractor shall provide a list to the City of the name(s) and location(s) of shop(s) that will be used for specified repair work and obtain written approval before start of the contract. If the Contractor plans to use any sub-contractor not on the list, the contractor shall obtain written approval from the CTR before subcontracting the work.

B.00.32 All metal parts shall be checked for structural integrity and cracks, and shall be repaired or replaced as needed.

B.00.33 Terminal boxes and auxiliary equipment enclosures shall be made to meet OEM's specifications.

B.00.34 All illegible or defective nameplates shall be replaced on completion of repair. All original nameplate information, except where changed, shall be stamped on new

nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any recondition-repair or rewind-repair.

B.00.35 Contractor shall install a stainless steel identification tag stamped with the Contractor's name, Job Number, and Repair Date to each submersible pump housing. The tag shall be secured with stainless drive pins. The cost of the identification tag shall be included as a part of the base cost of any recondition-repair or rewind-repair.

B.00.36 All submersible pumps with peeling paint or rust shall be sandblasted. The cost of sandblasting shall be included as a part of the base cost of any recondition-repair or rewind-repair.

B.00.37 Assembled submersible pump units shall be tested for vibration. The vibration level shall not exceed 0.1 inches per second unfiltered. The vibration measurements shall be recorded on the Final Test Sheet. For single vane impeller the vibration level shall not exceed 0.2 inches per second unfiltered. All costs associated with the vibration test shall be included as a part of the base cost of any recondition-repair or rewind-repair work.

B.00.38 The enclosed City of Houston forms included in this document shall be used on each recondition-repair, rewind-repair, and new submersible pump purchases.

B.00.39 Steam clean area shall be so designed with all the run-offs captured into an approved oil/grease recovery system.

B.00.40 Delivery tickets and packing slips will contain quantity, part number, description of commodity delivered, name of department or section and facility name to which the merchandise was delivered, the City of Houston Ordinance Number, Contract number, signature of receiving employee, printed name, employee number and the authorization release number.

B.00.41 The repair shop must be able to verify all hours charged for machine work. This 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.

B.00.42 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract over the contract period and two years after expiration of the contract. Subject to such audit, any overpayments shall be recovered from the Contractor.

B.00.43 The Contractor shall be responsible for storage of the submersible pump units and all parts. Any parts lost or damaged while in the possession of the Contractor shall be repaired or replaced at Contractor's expense.

B.00.44 The price of parts supplied for this contract is the total cost of the item to the **Contractor** supported by documentation.

B.00.45 Upon completion of any repair work the Contractor shall provide to the City, a full set of completed teardown sheets, detailed of the work performed on the unit, test and data sheets including Electrical, Machinist and Mechanical Report, and Winding Data Report. The Contractor shall establish and maintain records of the repair and services performed for at least three (3) years. The repaired unit shall pass inspection and/or test with defined acceptance criteria (EASA AR100-2001, item 1.3.2 or latest edition).

B.00.46 THE BIDDERS SHALL COMPLETE ALL BID FORMS ASSOCIATED WITH THE GROUPS. ANY

INCOMPLETE BID FORM OR PARTIAL RESPONSE SHALL DISQUALIFY THE BIDDER FROM FURTHER CONSIDERATION.

B.00.47 All inspection, cleaning, balancing, disassembly, reassembly, winding, dipping, baking, blasting, painting, testing and documentation shall be included as part of the base rewind/recondition cost.

B.00.48 The City permits the use of OEM reconditioned/remanufactured motor in lieu of local recondition-repair and rewind-repair of such units for its submersible pumps. Contractor shall furnish the OEM documentation with the FINAL invoice.

B.00.49 The Bid Form Base Cost for RECONDITION-REPAIR shall include all cost of supervision, labor, tools, equipment, and supplies to complete the work as specified herein for RECONDITION-REPAIR. This Base Cost does not include the cost of bearings, seals, impellers, wear-rings, heaters, and broken or damaged parts. The cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts are reimbursable, if authorized by the UDR.

B.00.50 The Bid Form Base Cost for REWIND-REPAIR shall include all cost of supervision, labor, tools, equipment, supplies, and parts to complete the work as specified herein for REWIND-REPAIR. This Base Cost does not include the cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts. The cost of bearings, seals, impellers, wear-rings, heaters, broken and damaged parts are reimbursable, if authorized by the UDR.

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

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

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

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

B.01.03 Only OEM parts are allowed in the repair of UL **explosion-proof** units, except for bearings and seals. NO OTHER EXCEPTION.

B.01.04 Only shafts and seals can be reworked for a repair of UL **explosion-proof** units.

B.01.05 Only OEM parts are allowed in the repair of FM **explosion-proof** units, except for bearings and seals. NO OTHER EXCEPTION.

B.01.06 Only shafts and seals can be reworked for a repair of FM **explosion-proof** units.

B.01.07 Any casted component of the **explosion-proof** submersible pump unit that is damaged shall be replaced.

B.01.08 The repaired "UL" unit shall be re-certified by an UL inspector.

B.01.09 The shop shall provide the City with a copy of the "UL" re-certification document. The certificate shall bear the UL file number.

B.02 REPAIR AND REPLACEMENT

B.02.01 The Contractor shall inspect, repair, and/or troubleshoot assemblies and subassemblies of the submersible pumps in lieu of replacement unless the repair cost of the electric submersible pumps exceeds seventy (70) percent of the cost for replacing it with a new item. Generally the seventy (70) percent rule applies, but the City reserves the right to purchase or repair units based on submersible pump economic evaluation and various operational considerations.

B.02.02 The CTR must approve, in writing, the purchase of a new unit in lieu of repair.

B.02.03 Replacement unit shall be identical to the unit being replaced.

B.02.04 If identical unit is no longer offered by the manufacturer of Flygt Submersible Pumps, the replacement unit shall have the same pump characteristic as the one being replaced and shall have a "Premium" or best available "Efficiency" motor, unless otherwise authorized, in writing, by CTR.

B.02.05 Contractor shall use the price in Bid Forms under "Cost to Replace a Unit..." to invoice the replacement cost.

B.03 SPECIFIC TASKS AND SCOPE OF WORK

B.03.01 The User Department will deliver to or pick up from the Contractor facility submersible pump units. Contractor shall furnish hoist, crane, etc. for loading and unloading of the unit.

B.03.02 The Contractor shall chemically and mechanically clean all external surfaces, as required.

B.03.03 The Contractor shall perform electrical tests, with measurement recorded in the Teardown Report. These include:

- Insulation resistance to ground, in megohms , of windings and accessories.
- Surge-comparison of winding
- Growler test

B.03.04 The Contractor shall measure insulation resistance to ground of windings and accessories with a 500 Volts megohmmeter (EASA AR100-1998 4.2.2).

B.03.05 In the event that insulation resistance of the windings is below the recommended minimum value, the motor shall be disassembled, and the windings shall be cleaned and dried before surge-comparison testing.

B.03.06 The Contractor shall disassemble submersible pump units and clean all internal parts.

B.03.07 The Contractor shall inspect all components of the submersible pump units and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer's specifications.

B.03.08 The Contractor shall inspect the unit and its shaft for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.

B.03.09 The Contractor shall inspect the rotor shaft for "roundness/runout" and determine if it is within OEM tolerance

B.03.10 The Contractor shall inspect the pump casing, impeller, shaft sleeve, and wear rings for

corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report

B.03.11 The Contractor shall inspect the shaft extensions and key seats (keyways). Shaft extensions must be smooth, polished, and concentric with shaft center. Shaft extension dimension shall be checked.

B.03.12 Contractor shall inspect each bolt for damaged threads.

B.03.13 Repair shall include sandblasting, welding and machining as required. Other services required of Contractor shall include Non-Destructive Testing (NDT), chroming and metallizing if and when required.

B.03.14 The core iron, if needed, may be grit blasted with glass beads, walnut shells, corncobs, or similar materials. It shall not be blasted with silica, garnet, or other grits, which may cause shorts between laminations (EASA Tech Note 16).

B.03.15 Contractor shall determine what parts are to be machined or replaced with new parts. As a minimum the Contractor shall replace all bearings, and seals when the original unit was furnished with such items.

B.03.16 Within five (5) working days the Contractor shall prepare and submit to the UDR a scope of the repair work to be carried out on the unit, which shall include a good faith and detailed cost estimate. This cost estimate shall include a brief description of the work to be performed, cost for new replacement OEM parts, estimated additional labor hours required for the repair of the unit not covered under Base Cost, and shall include the estimated time for delivery time of parts and expected completion date of the work.

B.03.17 The UDR will inspect the tear-downed unit, review the Contractor's proposed work scope and cost estimate, and revise/approve the work scope/cost estimate.

B.03.18 Upon written acceptance of cost estimate by the UDR, Contractor shall proceed with repairs. The Contractor shall commence to work on the unit and complete the repair within the allocated time for delivery of such item:

B.03.19.1	Submersible Pumps 88 HP and smaller	6 weeks
B.03.19.2	Submersible pumps larger than 88 HP	12 weeks

B.03.19 The Contractor shall notify the UDR immediately if the Contractor cannot complete the job within the contractually agreed time period of item B.03.19. The Contractor shall submit to UDR a detailed explanation for the delay with a new schedule to complete the job.

B.03.20 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather protected storage area.

B.03.21 The rotor assembly shall be checked for total indicated run out and recorded on the rotor information sheet. The check shall be carried out in precision "V-Blocks.

B.03.22 Shaft seal surface, bearing journals, shall be micrometer checked and recorded on the rotor information sheet.

B.03.23 End bells and bearing housing critical dimensions shall be micrometer checked and recorded on the mechanical inspection sheet.

B.03.24 The above measurements shall be submitted to UDR, along with the electrical and mechanical data sheets, during the teardown inspection.

B.03.25 Replacement bearings shall have an L_{10} rating life in accordance with ANSI/AFBMA of at least 40,000 hours. If the L10 rating life of the existing bearing is larger than 40,000 hours, the Contractor shall replace the bearing with the same L10 rating life bearing as the existing one.

B.03.26 The Contractor shall ensure the quality of varnish in the Dip Tank and the VPI system by sampling and testing the varnish every three months. The Contractor shall have the varnish quality reports available for review by the City Inspection Team and the UDR.

B.03.27 After parts have been repaired, Contractor shall put together the rotating assembly and balance it. The Contractor shall balance the rotor first, and then balance the assembled rotor and impeller.

B.03.28 The Contractor shall reassemble the submersible pump unit, test, seal and paint, as required.

B.03.29 Surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall be prepared for painting to white metal finish by blast cleaning to SSPC-SP5.

B.03.30 Surface of all RECONDITION-REPAIR and REWIND-REPAIR units shall primed and finished, in an approved paint booth, using the unit manufacturer's standard epoxy painting system:

- The minimum Prime coat thickness shall be 3 mils DFT, dry film thickness (DFT).
- The minimum finish coat thickness shall be 6 mils DFT, dry film thickness (DFT).

B.03.31 If manufacturer's "standard epoxy painting" information is not available, the following industrial coating specification for surface of pumps and equipment shall be followed:

- The primer and finish coats shall be two-component, rust-inhibitive, polyamide-cured epoxy coating with a recoatable finish,
- The prime coat shall be Ameron 38P, Tnemec 69, or equal.
- The finish coat shall be Ameron 38S, Tnemec 69, or equal.

B.03.32 Changes to paint specifications (item B.03.29, B.03.30 and B.03.31) shall be approved by UDR prior to application of paint.

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

B.03.34 Whenever needed, only OEM specified lube/cooling oils, or equal, shall be used in the oil chamber. The lube/cooling oils shall be biodegradable, nontoxic, and FDA approved.

B.03.35 Only OEM specified greases, or equal, shall be used in the bearings.

B.03.36 All electrical work for RECONDITION-REPAIR and REWIND-REPAIR of the units shall be in accordance with Item B.04 MOTOR INSPECTION AND REPAIR, unless otherwise specified in these specifications.

B.04 MOTOR INSPECTION AND REPAIR

B.04.01 MOTOR INSPECTION AND REPAIR-GENERAL

B.04.01.01 The Contractor shall provide a repair data sheet showing the condition of the motor upon receipt, the repair work done, and the final test results.

B.04.01.02 During disassembly, the motor shall be visually inspected to determine cause of failure, including electrical and/or mechanical failure. Stators shall be removed from the housing.

B.04.01.03 Stator winding phase to ground insulation shall be checked with a 500 volt megger and the results noted on the inspection form.

B.04.01.04 Stator winding shall be checked for shorts using surge-comparison tests and all values to be recorded.

B.04.01.05 The rotor assembly shall be inspected for wear, scoring, cracks. Check for open rotor bars shall be done with a growler and magnetic paper.

B.04.01.06 All stators that are to be rewound shall be tested "after" burnout and removal of the winding with a core loss tester and a printout of the test shall be submitted to the UDR.

B.04.01.07 Shaft seal surface, bearing journals and coupling fit, shall be checked with a micrometer and recorded on the rotor information sheet.

B.04.01.08 The insulating material in the rewinding of the unit shall have a Class "F' rating.

B.04.02 MOTOR INSPECTION AND REPAIR -RECONDITION-REPAIR

B.04.02.01 Motors that have been designated for winding reconditioning [and have been thoroughly cleaned free from dirt, grit, grease, oil, and properly dried] shall be inspected for winding damage and repairs made to damaged areas.

B.04.02.02 Motor insulation shall be washed with hot soapy water 200 degrees F at 30PSI and then with fresh water. After cleaning, unit must be baked between 250 and 275 degrees F until an acceptable insulation level is obtained.

B.04.02.03 Reconditioned motors shall receive a minimum of two (2) dips and baked in insulating resin. Stator shall be baked at insulation resin manufacture's recommended temperature and time to assure full curing. Stator shall be removed from housing for this process.

B.04.03 MOTOR INSPECTION AND REPAIR -REWIND-REPAIR

B.04.03.01 The stator core shall be vertically set in the burnout oven. After burnout and winding removal, the core and frame shall be allowed to cool by natural convection without forced air to avoid overstress or warping. Maximum burnout temperature shall be 650 degrees "F" to avoid damage to laminations.

B.04.03.02 Torch heating shall NOT be used for stator clean up.

B.04.03.03 The stator core shall be blasted to a bare metal finish. Refer to Item B.03.14 of these specifications for the type of grit permitted for blasting.

B.04.03.04 The core shall be thoroughly cleaned; the stator core shall be examined for lamination damage such as fusing or metal loss due to arcs.

B.04.03.05 Fused laminations shall be separated either by grinding or filing. Bent laminations shall be realigned and all protrusions into the slot area shall be filed or ground smooth. Stator cores shall not be re-stacked without user department

approval.

B.04.03.06 Before a new winding is installed in a stator, the winding data shall be verified to assure that an original factory equal winding is being installed. If the manufacturer's data is not available, the winding data shall be verified to assure it conforms to the relevant EASA data.

B.04.03.07 Coils shall be formed with the same number of turns as the original winding. Resistance of the rewound stator shall be the same as the original winding.

B.04.03.08 Coils shall be machine wound with sufficient wire tension to obtain freedom from crossovers and uniform cross-section coils.

B.04.03.09 Stator winding extensions shall be shaped to ensure adequate winding clearance on motor reassemble.

B.04.03.10 Phase insulation shall be installed between phase coils, prior to coil lacing, to minimize phase-to-phase contact. Separators shall be installed between the top and bottom coil in the core slots.

B.04.03.11 Pre-formed slot wedges shall be used to secure the winding in the stator slot, with shim material as necessary to assure tightness.

B.04.03.12 After the winding is complete, a check shall be made to insure the slot insulation overhangs the core slot edges and is not broken or torn at the core slot edges.

B.04.03.13 All winding and lead connections shall be brazed with a "silver content" rod and insulated with Class "F" insulation.

B.04.03.14 The winding, connections and leads shall be securely laced to form an integral assembly with adequate physical clearance to ground.

B.04.03.15 All leads brought into the connection box shall be numbered and equipped with a compression lug with NEMA standard bolthole.

B.04.03.16 The finished stator winding insulation to ground shall be checked with a 500 Volts megger. The minimum acceptable insulation resistance reading shall be 10 megohms.

B.04.03.17 The completed stator shall be preheated in a temperature-controlled oven to class "F" operating temperature and held at this temperature for one (1) hour.

B.04.03.18 Stator shall be allowed to cool by natural convection to the temperature required by insulation resin manufacturer prior to being dipped in insulating varnish.

B.04.03.19 Stator shall be dipped three (3) times in insulating varnish, repeating processes of items B.04.03.14 and B.04.03.15

B.04.03.20 Form-wound Rewound stators shall go through VPI.

B.04.03.21 Baking shall be done in a temperature controlled and force ventilated oven to effect a complete and uniform cure per manufacturer's instructions.

B.04.03.22 Resin shall be completely removed from the stator frame mechanical fit, outer paint surfaces, and the inner bore of the stator.

B.05 STANDARD RESPONSE TIMES

B.05.01 Contractor shall be accessible to the City via telephone during normal business hours. The Contractor shall be ready to start work on any unit within twenty-four (24) hours of receiving the call for the service.

B.05.02 Contractor shall be available and accessible to the City via telephone to work overtime if requested by the UDR.

B.05.03 Contractor shall be available and accessible to the City via telephone to work emergency if requested by the UDR.

B.05.04 Contractor shall start an emergency job immediately, without scheduling delays, and will not be restricted to normal working hours. UDR shall coordinate the emergency and overtime work.

B.06 REPAIR TECHNICIANS

B.06.01 The repair technicians of the Contractor shall be qualified, properly trained in repair-recondition and repair–rewind of submersible pumps of the type and sizes specified for this contract.

B.06.02 The repair technicians of the Contractor shall have a minimum of three (3) years experience in repair-recondition and repair–rewind of submersible pumps of the sizes (voltage and horsepower) specified in this contract

B.06.03 The Contractor shall furnish the resume of the technicians to the City Inspection Team during the Team's visit of the Contractor's facility.

B.07 ACCEPTANCE OF REPAIR

B.07.01 The UDR shall inspect the repaired unit before the performance test can begin. It is the Contractor's responsibility to ensure communication has been established with the UDR for witnessing of the performance test.

B.07.02 All control sensing devices shall be checked to ensure they meet the OEM specifications. The control sensing devices shall include (but not limited to) thermal sensors, moisture sensors, and thermistors.

B.07.03 Perform insulation resistance test before conducting high-potential test using a 500 Volts megohmmeter.

B.07.04 Perform high-potential test of windings (new or reconditioned) as stated in EASA AR100-1998, Item 4.4 High-Potential Tests.

B.07.05 NO LOAD test run of the submersible pump shall be performed at its highest rated voltage and frequency.

B.07.06 The submersible pumps unit shall be securely mounted, to a leveled metal base-plate or set on standard rubber isolation pads while vibration readings are taken.

B.07.07 Vibration level measurements shall be taken on the completely assembled unit at the bearing housings (horizontal, axial and vertical positions) adjacent to the shaft. The vibration level limits set in B.00.32 shall not be exceeded.

B.07.08 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.

B.07.09 After corrective actions are made, the unit shall go through a new test run before the submersible pump is accepted.

B.07.10 A typed copy of Repair Data Sheets covering results of specific tests such as rotor balance, vibration measurement, electrical testing results, mechanical measurements, rewinding data, and final test sheets shall be included with the shipment of all repaired submersible pumps units, if requested by UDR.

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

B.08 SILENCE OF SPECIFICATIONS

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

B.09 LABOR RATE

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

B.10 ADDITIONAL SERVICES

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

B.10.02 Contractor shall perform Additional Services using the unit rates in the "Bid Forms" as specified for the type of service provided. If the "Bid Forms" do not cover the work needed the Contractor shall submit detailed cost estimate for such item for review and approval by CTR. Timing of any Additional Services shall be mutually agreed upon in writing between the CTR and the Contractor.

B.11 WARRANTIES

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

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

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

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

B.11.05 During the warranty period ALL failed units shall be re-repaired or replaced at Contractor's expense if failure occurs under normal operating conditions or if the failure

is due to faulty parts or negligence of the Contractor.

B.11 INVOICES

Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractors company stationary with the original signed by an authorized agent of the company. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall detail the following information:

B.11.01 City Contract number, City Ordinance number, City Organization number, City Equipment EI number City Work Order number and Contractor's Job Number.
B.11.02 Contractor's Job Number shall appear clearly on all time sheets, invoices, and suppliers' invoices.
B.11.03 Contract Year shall appear clearly on the all time sheets, invoices, and suppliers' invoices.
B.11.04 Contractor's name and address, and where the service was performed.
B.11.05 City Facility number and address where equipment had been prior to repairs.
B.11.06 City Facility Number and address where equipment was delivered to after repairs.
B.11.07 Teardown Repair Form and Repair Scope.
B.11.08 Cost Estimate Form with detailed description of services rendered.
B.11.09 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 parts.
B.11.10 Detailed invoices of Subcontractors with description of work performed, hours, and total cost.
B.11.11 Detailed cost of Labor (labor hours and rates as quoted in Bid Forms) for in-house work.
B.11.12 Subtotal the costs for parts and labor separately.
B.11.13 Clearly indicate the cost of the repair of the unit as a percentage of cost for a new unit.
B.11.14 City delivery and pickup tickets
B.11.15 Final Acceptance Tests Form
B.11.16 All unit prices for labor and parts shall be easily identified against the quoted contract pricing.
B.11.17 Total cost for the job.

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

B.13 Estimated Quantities not Guaranteed

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

B.14 Minimum Wage:

14.01 Contractor shall pay all employees a minimum of **$6.15** per hour while working under this Contract.

14.02 If, during the term of this agreement, there is legislation enacted regarding an increase or increases in the minimum wage law, Contractor may submit a request (s) for increase in the Contract Fees to the City Purchasing Agent for consideration, provided such request is

accompanied by documentation as requested by the City Purchasing Agent verifying that only Contractor's employees' salaries* were increased accordingly. The City Purchasing Agent shall consult with the Director before responding to the request.

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

B.15 Additions & Deletions:

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

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

Contractor: _____

City Contract Number: _____ **Contractor Job Number:** _____

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

Nameplate Information:

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

Cable Information:

Power Cable	Size	Length	Condition	
Control Cable	Size	Length	Condition	

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

Runouts:

Shaft DE	
Shaft ODE	
Face of Rotor	

Stator Megger Test: _____ Cable Megger Test: _____

Surge Test: _____

Core Loss Test: _____

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

Other Repairs Needed: _____

_____

_____

Parts Description: _____

_____

Prepared By: _____ **Job Title:** _____ **Date:** _____

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

U. L. CERTIFICATION SHEET

NAME OF REPAIR SHOP: _____

FACILITY NAME_____ JOB #_____ EI # _____

OLD U.L. SERIAL #_____NEW SERIAL #_____

ORIGINAL CLASS_____ ORIGINAL GROUP_____

REBUILT CLASS_____ REBUILT GROUP_____

DATE NEW SERIAL # ISSUED_____

WORK DONE_____

_____

_____

SUBMERSIBLE PUMP MFGR_____ FRAME_____

SUBMERSIBLE PUMP SERIAL #_____

HP_____VOLTS_____AMPS_____CODE_____

INSULATING CLASS_____ THERMOSTAT MOUNTING CODE_____

U.L. INSPECTOR NAME:_____

U.L. INSPECTOR EMPLOYEE #:_____

EXHIBIT "H"

FEES AND COSTS

Year One KSB Pumps - Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
1	"Horsepower Fractional to Less than or Equal to 2"	Each	$963.00
2	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1073.00
3	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1375.00
4	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2118.00

Year One KSB Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
5	"Horsepower Fractional to Less than or Equal to 2"	Each	$1248.00
6	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1513.00
7	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1843.00
8	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2558.00

Year One KSB Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price l
9	"Labor Rate Standard Electrical"	Per Hour	$30.00
10	"Labor Rate Overtime Electrical"	Per Hour	$45.00
11	"Labor Rate Emergency Electrical"	Per Hour	$45.00
12	"Labor Rate Standard Mechanical"	Per Hour	$30.00
13	"Labor Rate Overtime Mechanical"	Per Hour	$45.00
14	"Labor Rate Emergency Mechanical"	Per Hour	$45.00

15	"Labor Rate Standard Machining"	Per Hour	$65.00
16	"Labor Rate Overtime Machining"	Per Hour	$75.00
17	"Labor Rate Emergency Machining"	Per Hour	$75.00
18	"Non-Repairable Cost"	Each	$350.00
19	"UL Re-Certification"	Each	$325.00

Year One KSB Pumps

Percent Markup: 8.0

Item # Description

20 "Non-Destructive Testing"

Year One KSB Pumps

Percent Markup: 10.0

Item # Description

21 "Chroming Shaft"

Year One KSB Pumps

Percent Markup: 10.0

Item # Description

22 Metallizing Shaft

Year One KSB Pumps

Percent Markup: 24.0

Item # Description

23 "Parts and Material (Original Invoice)"

Year One KSB Pumps

Percent Markup: 20.0

Item # Description

24 "Cost to Replace a Unit"

Year One KSB Pumps

Percent Markup: 18.0

Item # Description

25 "Emergency: Recondition-Repair"

Year One KSB Pumps

Percent Markup: 18.0

Item #	Description
26	"Emergency: Rewind Repair"

Year One Myers Small Submersible Pumps Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
27	"Horsepower Fractional to < or = 2"	Each	$960.00
28	"Horsepower >2 and <= 5"	Each	$1090.00
29	"Horsepower >5 and <= 15"	Each	$1348.00
30	"Horsepower >15 and <= 30"	Each	$1962.00
31	"Horsepower >30 and <= 50"	Each	$2940.00
32	"Horsepower >50 and <= 75"	Each	$3827.00
33	"Horsepower >75 and <= 100"	Each	$4290.00
34	"Horsepower >100 and <= 125"	Each	$4960.00

Year One Myers Submersible Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
35	"Horsepower Fractional to < or = 2"	Each	$1225.00
36	"Horsepower >2 and <= 5"	Each	$1350.00
37	"Horsepower >5 and <= 15"	Each	$1510.00
38	"Horsepower >15 and <= 30"	Each	$2222.00
39	"Horsepower >30 and <= 50"	Each	$3423.00
40	"Horsepower >50 and <= 75"	Each	$4345.00
41	"Horsepower >75 and <= 100"	Each	$5243.00

42	"Horsepower >100 and <= 125"	Each	$5749.00

Year One Myers Small Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
43	"Labor Rate Standard Electrical"	Per Hour	$30.00
44	"Labor Rate Overtime Electrical"	Per Hour	$45.00
45	"Labor Rate Emergency Electrical"	Per Hour	$45.00
46	"Labor Rate Standard Mechanical"	Per Hour	$30.00
47	"Labor Rate Overtime Mechanical"	Per Hour	$45.00
48	"Labor Rate Emergency Mechanical"	Per Hour	$45.00
49	"Labor Rate Standard Machining"	Per Hour	$65.00
50	"Labor Rate Overtime Machining"	Per Hour	$75.00
51	"Labor Rate Emergency Machining"	Per Hour	$75.00
52	"Non-Repairable Cost"	Each	$350.00
53	"UL Re-Certification"	Each	$325.00

Year One Myers Small Pumps Non-Destructive Testing

Percent Markup: 8.0

Item #	Description
54	"Non-Destructive Testing"

Year One Myers Small Pumps Chroming Shaft

Percent Markup: 10.0

Item #	Description
55	"Chroming Shaft"

Year One Myers Small Pumps Metallizing Shaft

Percent Markup: 10.0

Item #	Description
56	Metallizing Shaft

Year One Myers Small Pumps Parts and Material (Original Items)

Percent Markup of Materials: 24.0

Item #	Description
57	"Parts and Material Original Invoice)"

Year One Myers Small Pumps Cost to Replace a unit (original invoice)

Percent Markup: 20.0

Item #	Description
58	"Cost to Replace a Unit" (Original Invoice)

Year One Myers Small Pumps Emergency: Recondition-Repair

Percent Markup: 18.0

Item #	Description
59	"Emergency: Recondition-Repair"

Year One Myers Small Pumps Emergency: Rewind-Repair

Percent Markup: 18.0

Item #	Description
60	"Emergency: Rewind Repair"

Year Two KSB Pumps - Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
1	"Horsepower Fractional to Less than or Equal to 2"	Each	$963.00
2	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1073.00
2	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1375.00
4	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2118.00

Year Two KSB Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
5	"Horsepower Fractional to Less than or Equal to 2"	Each	$1248.00
6	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1513.00
7	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1843.00

8	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2558.00

Year Two KSB Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
9	"Labor Rate Standard Electrical"	Per Hour	$30.00
10	"Labor Rate Overtime Electrical"	Per Hour	$45.00
11	"Labor Rate Emergency Electrical"	Per Hour	$45.00
12	"Labor Rate Standard Mechanical"	Per Hour	$30.00
13	"Labor Rate Overtime Mechanical"	Per Hour	$45.00
14	"Labor Rate Emergency Mechanical"	Per Hour	$45.00
15	"Labor Rate Standard Machining"	Per Hour	$65.00
16	"Labor Rate Overtime Machining"	Per Hour	$75.00
17	"Labor Rate Emergency Machining"	Per Hour	$75.00
18	"Non-Repairable Cost"	Each	$350.00
19	"UL Re-Certification"	Each	$325.00

Year Two KSB Pumps

Percent Markup: 8.0

Item #	Description
20	"Non-Destructive Testing"

Year Two KSB Pumps

Percent Markup: 10.0

Item #	Description
21	"Chroming Shaft"

Year Two KSB Pumps

Percent Markup: 10.0

Item #	Description
22	Metallizing Shaft

Year Two KSB Pumps

Percent Markup: 24.0

Item #	Description
23	"Parts and Material (Original Invoice)"

Year Two KSB Pumps

Percent Markup of Materials: 20.0

Item #	Description
24	"Cost to Replace a Unit"

Year Two KSB Pumps

Percent Markup: 18.0

Item #	Description
25	"Emergency: Recondition-Repair"

Year Two KSB Pumps

Percent Markup: 18.0

Item #	Description
26	"Emergency: Rewind Repair"

Year Two Myers Small Submersible Pumps Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
27	"Horsepower Fractional to < or = 2"	Each	$960.00
28	"Horsepower >2 and <= 5"	Each	$1090.00
29	"Horsepower >5 and <= 15"	Each	$1348.00
30	"Horsepower >15 and <= 30"	Each	$1962.00
31	"Horsepower >30 and <= 50"	Each	$2940.00
32	"Horsepower >50 and <= 75"	Each	$3827.00
33	"Horsepower >75 and <= 100"	Each	$4290.00
34	"Horsepower >100 and <= 125"	Each	$4960.00

Year Two Myers Submersible Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
35	"Horsepower Fractional to < or = 2"	Each	$1225.00
36	"Horsepower >2 and <= 5"	Each	$1350.00
37	"Horsepower >5 and <= 15"	Each	$1510.00
38	"Horsepower >15 and <= 30"	Each	$2222.00
39	"Horsepower >30 and <= 50"	Each	$3423.00
40	"Horsepower >50 and <= 75"	Each	$4345.00
41	"Horsepower >75 and <= 100"	Each	$5243.00
42	"Horsepower >100 and <= 125"	Each	$5749.00

Year Two Myers Small Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
43	"Labor Rate Standard Electrical"	Per Hour	$30.00
44	"Labor Rate Overtime Electrical"	Per Hour	$45.00
45	"Labor Rate Emergency Electrical"	Per Hour	$45.00
46	"Labor Rate Standard Mechanical"	Per Hour	$30.00
47	"Labor Rate Overtime Mechanical"	Per Hour	$45.00
48	"Labor Rate Emergency Mechanical"	Per Hour	$45.00
49	"Labor Rate Standard Machining"	Per Hour	$65.00
50	"Labor Rate Overtime Machining"	Per Hour	$75.00
51	"Labor Rate Emergency Machining"	Per Hour	$75.00
52	"Non-Repairable Cost"	Each	$350.00

53	"UL Re-Certification"	Each	$325.00

Year Two Myers Small Pumps Non-Destructive Testing

Percent Markup Materials: 8.0

Item #	Description
54	"Non-Destructive Testing"

Year Two Myers Small Pumps Chroming Shaft

Percent Markup: 10.0

Item #	Description
55	"Chroming Shaft"

Year Two Myers Small Pumps Metallizing Shaft

Percent Markup: 10.0

Item #	Description
56	Metallizing Shaft

Year Two Myers Small Pumps Parts and Material (Original Items)

Percent Markup: 24.0

Item #	Description
57	"Parts and Material Original Invoice)"

Year Two Myers Small Pumps Cost to Replace a unit (original invoice)

Percent Markup: 20.0

Item #	Description
58	"Cost to Replace a Unit" (Original Invoice)

Year Two Myers Small Pumps Emergency: Recondition-Repair

Percent Markup: 18.0

Item #	Description
59	"Emergency: Recondition-Repair"

Year Two Myers Small Pumps Emergency: Rewind-Repair

Percent Markup Materials: 18.0

Item #	Description
60	"Emergency: Rewind Repair"

Year Three KSB Pumps - Récondition-Repair

Item #	Description	Unit of Measure	Unit Price
1	"Horsepower Fractional to Less than or Equal to 2"	Each	$1059.30
2	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1180.30
3	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1512.50
4	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2329.80

Year Three KSB Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
5	"Horsepower Fractional to Less than or Equal to 2"	Each	$1372.80
6	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1664.30
7	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$2027.30
8	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2813.80

Year Three KSB Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
9	"Labor Rate Standard Electrical"	Per Hour	$33.00
10	"Labor Rate Overtime Electrical"	Per Hour	$49.50
11	"Labor Rate Emergency Electrical"	Per Hour	$49.50
12	"Labor Rate Standard Mechanical"	Per Hour	$33.00
13	"Labor Rate Overtime Mechanical"	Per Hour	$49.50
14	"Labor Rate Emergency Mechanical"	Per Hour	$49.50
15	"Labor Rate Standard Machining"	Per Hour	$71.50
16	"Labor Rate Overtime Machining"	Per Hour	$82.50
17	"Labor Rate Emergency Machining"	Per Hour	$82.50

18	"Non-Repairable Cost"	Each	$350.00
19	"UL Re-Certification"	Each	$357.50

Year Three 14 KSB Pumps

Percent Markup of Materials: 8.0

Item #	Description
20	"Non-Destructive Testing"

Year Three KSB Pumps

Percent Markup: 10.0

Item #	Description
21	"Chroming Shaft"

Year Three KSB Pumps

Percent Markup: 10.0

Item #	Description
22	Metallizing Shaft

Year Three 17 KSB Pumps

Percent Markup of Materials: 24.0

Item #	Description
23	"Parts and Material (Original Invoice)"

Year Three KSB Pumps

Percent Markup of Materials: 20.0

Item #	Description
24	"Cost to Replace a Unit"

Year Three KSB Pumps

Percent Markup: 18.0

Item #	Description
25	"Emergency: Recondition-Repair"

Year Three KSB Pumps Emergency Rewind-Repair

Percent Markup: 18.0

Item #	Description
26	"Emergency: Rewind Repair"

Year Three 31 Myers Small Submersible Pumps Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
27	"Horsepower Fractional to < or = 2"	Each	$1056.00
28	"Horsepower >2 and <= 5"	Each	$1199.00
29	"Horsepower >5 and <= 15"	Each	$1482.80
30	"Horsepower >15 and <= 30"	Each	$2158.20
31	"Horsepower >30 and <= 50"	Each	$3234.00
32	"Horsepower >50 and <= 75"	Each	$4209.70
33	"Horsepower >75 and <= 100"	Each	$4719.00
34	"Horsepower >100 and <= 125"	Each	$5456.00

Year Three Myers Submersible Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
35	"Fractional to	Each	$1347.50
36	"Horsepower >2 and <= 5"	Each	$1485.00
37	"Horsepower >5 and <= 15"	Each	$1661.00
38	"Horsepower >15 and <= 30"	Each	$2444.20
39	"Horsepower >30 and <= 50"	Each	$3765.30
40	"Horsepower >50 and <= 75"	Each	$4779.50
41	"Horsepower >75 and <= 100"	Each	$5767.30
42	"Horsepower >100 and <= 125"	Each	$6323.90

Year Three Myers Small Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
43	"Labor Rate Standard Electrical"	Per Hour	$33.00

44	"Labor Rate Overtime Electrical"	Per Hour	$49.50
45	"Labor Rate Emergency Electrical"	Per Hour	$49.50
46	"Labor Rate Standard Mechanical"	Per Hour	$33.00
47	"Labor Rate Overtime Mechanical"	Per Hour	$49.50
48	"Labor Rate Emergency Mechanical"	Per Hour	$49.50
49	"Labor Rate Standard Machining"	Per Hour	$71.50
50	"Labor Rate Overtime Machining"	Per Hour	$82.50
51	"Labor Rate Emergency Machining"	Per Hour	$82.50
52	"Non-Repairable Cost"	Each	$350.00
53	"UL Re-Certification"	Each	$357.50

Year Three 34 Myers Small Pumps Non-Destructive Testing

Percent Markup: 8.0

Item #	Description
54	"Non-Destructive Testing"

Year Three 35 Myers Small Pumps Chroming Shaft

Percent Markup: 10.0

Item #	Description
55	"Chroming Shaft"

Year Three 36 Myers Small Pumps Metallizing Shaft

Percent Markup: 10.0

Item #	Description
56	Metallizing Shaft

Year Three Myers Small Pumps Parts and Material (Original Items)

Percent Markup: 24.0

Item #	Description
57	"Parts and Material Original Invoice)"

Year Three Myers Small Pumps Cost to Replace a unit (original invoice)

Percent Markup: 20.0

Item #	Description
58	"Cost to Replace a Unit" (Original Invoice)

Year Three Myers Small Pumps Emergency: Recondition-Repair

Percent Markup of Materials: 18.0

Item #	Description
59	"Emergency: Recondition-Repair"

Year Three Myers Small Pumps Emergency: Rewind-Repair

Percent Markup of Materials: 18.0

Item #	Description
60	"Emergency: Rewind Repair"

Year Four (Option Year One) KSB Pumps - Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
1	"Horsepower Fractional to Less than or Equal to 2"	Each	$1112.27
2	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1239.32
3	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1588.13
4	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2446.29

Year Four (Option Year One) KSB Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
5	"Horsepower Fractional to Less than or Equal to 2"	Each	$1441.44
6	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1747.52
7	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$2128.67
8	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	$2954.49

Year Four (Option Year One) KSB Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
9	"Labor Rate Standard Electrical"	Per Hour	$34.65

10	"Labor Rate Overtime Electrical"	Per Hour	$51.98
11	"Labor Rate Emergency Electrical"	Per Hour	$51.98
12	"Labor Rate Standard Mechanical"	Per Hour	$34.65
13	"Labor Rate Overtime Mechanical"	Per Hour	$51.98
14	"Labor Rate Emergency Mechanical"	Per Hour	$51.98
15	"Labor Rate Standard Machining"	Per Hour	$75.08
16	"Labor Rate Overtime Machining"	Per Hour	$86.63
17	"Labor Rate Emergency Machining"	Per Hour	$86.63
18	"Non-Repairable Cost"	Each	$350.00
19	"UL Re-Certification"	Each	$375.38

Year Four (Option Year One) KSB Pumps

Percent Markup: 8.0

Item #	Description
20	"Non-Destructive Testing"

Year Four (Option Year One) KSB Pumps

Percent Markup: 10.0

Item #	Description
21	"Chroming Shaft"

Year Four (Option Year One) KSB Pumps

Percent Markup: 10.0

Item #	Description
22	Metallizing Shaft

Year Four (Option Year One) KSB Pumps

Percent Markup of Materials: 24.0

Item #	Description
23	"Parts and Material (Original Invoice)"

Year Four (Option Year One) KSB Pumps

Percent Markup: 20.0

Item #	Description
24	"Cost to Replace a Unit"

Year Four (Option Year One) KSB Pumps

Percent Markup: 18.0

Item #	Description
25	"Emergency: Recondition-Repair"

Year Four (Option Year One) KSB Pumps

Percent Markup: 18.0

Item #	Description
26	"Emergency: Rewind Repair"

Year Four (Option Year One) Myers Small Submersible Pumps Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
27	"Fractional to	Each	$1108.80
28	"Horsepower >2 and <= 5"	Each	$1258.95
29	"Horsepower >5 and <= 15"	Each	$1556.94
30	"Horsepower >15 and <= 30"	Each	$2266.11
31	"Horsepower >30 and <= 50"	Each	$3395.70
32	"Horsepower >50 and <= 75"	Each	$4420.19
33	"Horsepower >75 and <= 100"	Each	$4954.95
34	"Horsepower >100 and <= 125"	Each	$5728.80

Year Four (Option Year One) Myers Submersible Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
35	"Fractional to	Each	1414.88
36	"Horsepower >2 and <= 5"	Each	1559.25

37	"Horsepower >5 and <= 15"	Each	1744.05
38	"Horsepower >15 and <= 30"	Each	2566.41
39	"Horsepower >30 and <= 50"	Each	3953.57
40	"Horsepower >50 and <= 75"	Each	5018.48
41	"Horsepower >75 and <= 100"	Each	6055.67
42	"Horsepower >100 and <= 125"	Each	6640.10

Year Four (Option Year One) Myers Small Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
43	"Labor Rate Standard Electrical"	Per Hour	$34.65
44	"Labor Rate Overtime Electrical"	Per Hour	$51.98
45	"Labor Rate Emergency Electrical"	Per Hour	$51.98
46	"Labor Rate Standard Mechanical"	Per Hour	$34.65
47	"Labor Rate Overtime Mechanical"	Per Hour	$51.98
48	"Labor Rate Emergency Mechanical"	Per Hour	$51.98
49	"Labor Rate Standard Machining"	Per Hour	$75.08
50	"Labor Rate Overtime Machining"	Per Hour	$86.63
51	"Labor Rate Emergency Machining"	Per Hour	$86.63
52	"Non-Repairable Cost"	Each	$350.00
53	"UL Re-Certification"	Each	$375.38

Year Four (Option Year One) Myers Small Pumps Non-Destructive Testing

Percent Markup: 8.0

Item #	Description
54	"Non-Destructive Testing"

Year Four (Option Year One) Myers Small Pumps Chroming Shaft

Percent Markup: 10.0

Item #	Description
55	"Chroming Shaft"

Year Four (Option Year One) Myers Small Pumps Metallizing Shaft

Percent Markup: 10.0

Item #	Description
56	Metallizing Shaft

Year Four (Option Year One) Myers Small Pumps Parts and Material (Original Items)

Percent Markup of Materials: 24.0

Item #	Description
57	"Parts and Material Original Invoice)"

Year Four (Option Year One) Myers Small Pumps Cost to Replace a unit (original invoice)

Percent Markup: 20.0

Item #	Description
58	"Cost to Replace a Unit" (Original Invoice)

Year Four (Option Year One) Myers Small Pumps Emergency: Recondition-Repair

Percent Markup: 18.0

Item #	Description
59	"Emergency: Recondition-Repair"

Year Four (Option Year One) Myers Small Pumps Emergency: Rewind-Repair

Percent Markup: 18.0

Item #	Description
60	"Emergency: Rewind Repair"

Year Five (Option Year Two) KSB Pumps - Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
1	"Horsepower Fractional to Less than or Equal to 2"	Each	$1112.27
2	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	$1239.32
3	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	$1588.13
4	"Horsepower	Each	$2446.29

Greater than 15 and Less than or Equal to 30"

Year Five (Option Year Two) KSB Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
5	"Horsepower Fractional to Less than or Equal to 2"	Each	1441.44
6	"Horsepower Greater than 2 and Less than or Equal to 5"	Each	1747.52
7	"Horsepower Greater than 5 and Less than or Equal to 15"	Each	2128.67
8	"Horsepower Greater than 15 and Less than or Equal to 30"	Each	2954.49

Year Five (Option Year Two) KSB Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
9	"Labor Rate Standard Electrical"	Per Hour	$34.65
10	"Labor Rate Overtime Electrical"	Per Hour	$51.98
11	"Labor Rate Emergency Electrical"	Per Hour	$51.98
12	"Labor Rate Standard Mechanical"	Per Hour	$34.65
13	"Labor Rate Overtime Mechanical"	Per Hour	$51.98
14	"Labor Rate Emergency Mechanical"	Per Hour	$51.98
15	"Labor Rate Standard Machining"	Per Hour	$75.08
16	"Labor Rate Overtime Machining"	Per Hour	$86.63
17	"Labor Rate Emergency Machining"	Per Hour	$86.63
18	"Non-Repairable Cost"	Each	$350.00
19	"UL Re-Certification"	Each	$375.38

Year Five (Option Year Two) KSB Pumps

Percent Markup: 8.0

Item #	Description
20	"Non-Destructive Testing"

Year Five (Option Year Two) KSB Pumps

Percent Markup: 10.0

Item #	Description
21	"Chroming Shaft"

Year Five (Option Year Two) KSB Pumps

Percent Markup: 10.0

Item #	Description
22	Metallizing Shaft

Year Five (Option Year Two) KSB Pumps

Percent Markup of Materials: 24.0

Item #	Description
23	"Parts and Material (Original Invoice)"

Year Five (Option Year Two) KSB Pumps

Percent Markup: 20.0

Item #	Description
24	"Cost to Replace a Unit"

Year Five (Option Year Two) KSB Pumps

Percent Markup: 18.0

Item #	Description
25	"Emergency: Recondition-Repair"

Year Five (Option Year Two) KSB Pumps

Percent Markup: 18.0

Item #	Description
26	"Emergency: Rewind Repair"

Year Five (Option Year Two) Myers Small Submersible Pumps Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
27	"Fractional to	Each	$1108.80

28	"Horsepower >2 and <= 5"	Each	$1258.95
29	"Horsepower >5 and <= 15"	Each	$1556.94
30	"Horsepower >15 and <= 30"	Each	$2266.11
31	"Horsepower >30 and <= 50"	Each	$3395.70
32	"Horsepower >50 and <= 75"	Each	$4420.19
33	"Horsepower >75 and <= 100"	Each	$4954.95
34	"Horsepower >100 and <= 125"	Each	$5728.80

Year Five (Option Year Two) Myers Submersible Pumps Rewind-Repair

Item #	Description	Unit of Measure	Unit Price
35	"Fractional to	Each	$1414.88
36	"Horsepower >2 and <= 5"	Each	$1559.25
37	"Horsepower >5 and <= 15"	Each	$1744.05
38	"Horsepower >15 and <= 30"	Each	$2566.41
39	"Horsepower >30 and <= 50"	Each	$3953.57
40	"Horsepower >50 and <= 75"	Each	$5018.48
41	"Horsepower >75 and <= 100"	Each	$6055.67
42	"Horsepower >100 and <= 125"	Each	$6640.10

Year Five (Option Year Two) Myers Small Pumps Labor Rates

Item #	Description	Unit of Measure	Unit Price
43	"Labor Rate Standard Electrical"	Per Hour	$34.65
44	"Labor Rate Overtime Electrical"	Per Hour	$51.98
45	"Labor Rate Emergency Electrical"	Per Hour	$51.98

46	"Labor Rate Standard Mechanical"	Per Hour	$34.65
47	"Labor Rate Overtime Mechanical"	Per Hour	$51.98
48	"Labor Rate Emergency Mechanical"	Per Hour	$51.98
49	"Labor Rate Standard Machining"	Per Hour	$75.08
50	"Labor Rate Overtime Machining"	Per Hour	$86.63
51	"Labor Rate Emergency Machining"	Per Hour	$86.63
52	"Non-Repairable Cost"	Each	$350.00
53	"UL Re-Certification"	Each	$375.38

Year Five (Option Year Two) Myers Small Pumps Non-Destructive Testing

Percent Markup: 8.0

Item #	Description
54	"Non-Destructive Testing"

Year Five (Option Year Two) Myers Small Pumps Chroming Shaft

Percent Markup: 10.0

Item #	Description
55	"Chroming Shaft"

Year Five (Option Year Two) Myers Small Pumps Metallizing Shaft

Percent Markup: 10.0

Item #	Description
56	Metallizing Shaft

Year Five (Option Year Two) Myers Small Pumps Parts and Material (Original Items)

Percent Markup of Materials: 24.0

Item #	Description
57	"Parts and Material Original Invoice)"

Year Five (Option Year Two) Myers Small Pumps Cost to Replace a unit (original invoice)

Percent Markup: 20.0

Item #	Description
58	"Cost to Replace a Unit" (Original Invoice)

Year Five (Option Year Two) Myers Small Pumps Emergency: Recondition-Repair

Percent Markup: 18.0

Item #	Description
59	"Emergency: Recondition-Repair"

Year Five (Option Year Two) Myers Small Pumps Emergency: Rewind-Repair

Percent Markup: 18.0

Item #	Description
60	"Emergency: Rewind Repair"