

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # S30-L22249

ORDINANCE # 2007-1127

CONTRACT #4600008207

COUNTY OF HARRIS

I. PARTIES

A. Address

THIS AGREEMENT FOR BACKFLOW PREVENTERS CERTIFICATION, TESTING, AND REPAIR SERVICES FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and Gowan, 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

Gowan, Inc.
5550 Airline Drive
Houston, Texas 77076
Phone: 713-696-5404
Fax: 713-237-9208

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

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

* 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".

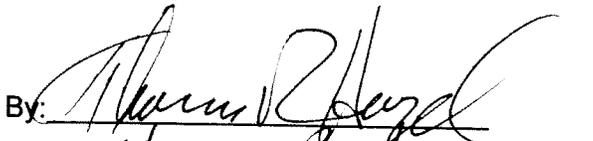
F. Signatures

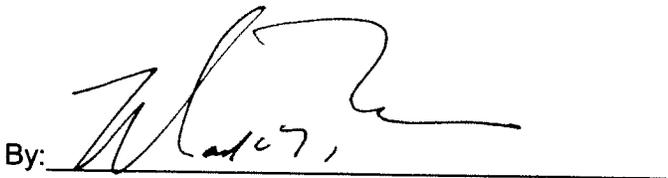
The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

Gowan, Inc.

WITNESS (if not a corporation):

By: 
Name: Thomas R. Bazel
Title: Vice President

By: 
Name: MARK FROMAN
Title: PRESIDENT
Federal Tax ID Number: 74-154-0300

ATTEST/SEAL:

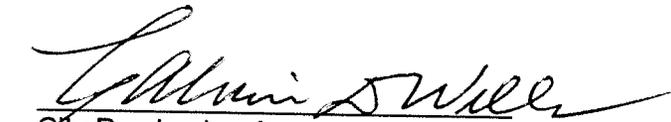

City Secretary

CITY OF HOUSTON, TEXAS

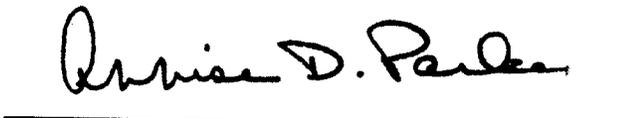
Signed by:


Mayor

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:


City Controller 

DATE COUNTERSIGNED:

10-24-07

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.

September 25, 2007
Date

Cecilia Martinez
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

RELEASE:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION:

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

- (1) PRIME CONTRACTOR/SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

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

indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) **Defense of Claims**

(a) **Assumption of Defense.** Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) **Continued Participation.** If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

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

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

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

Statutory amount

(3) Automobile Liability insurance

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

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

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

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

- (1) that all items are free of defects in title, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

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

rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

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

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

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.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

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 \$215,000.00 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 (the "Initial Term").

B. Notice to Proceed

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

C. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Department Director elects not to renew this Agreement, the City Purchasing Agent shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

D. Time Extensions

If Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

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

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

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

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

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

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

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

G. Termination for Cause by Contractor

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

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

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

V. MISCELLANEOUS

A. Independent Contractor

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

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and

- (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
 4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. Severability

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

D. Entire Agreement

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

E. Written Amendment

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

F. Applicable Laws

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

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

G. Notices

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

H. Non-Waiver

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

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

I. Inspections and Audits

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

J. Enforcement

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

K. Ambiguities

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

L. Survival

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

M. Parties In Interest

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

N. Successors and Assigns

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

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (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 back flow preventer, 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.

"Authority Having Jurisdiction" shall mean the agency, organization, office, or individual responsible for approving materials, equipment, work, installation, or procedure.

"Backflow" shall mean the undesirable reversal of flow of a liquid, gas, or other substance in a potable water distribution piping system as a result of a cross-connection.

"Backflow Preventer" is an assembly, device, or method that prohibits the back flow of water into potable water supply systems.

"Backflow Preventer Groups" means the devices for the purpose of this contract are grouped such as to represent the manufacturer, and the size of the units as follows:

BACKFLOW PREVENTERS are grouped such as to represent the manufacturer and the size of the units:

BFP Group 1	Backflow Preventer Devices by various manufacturers,	1/2" - 2"
BFP Group 2	Backflow Preventer Devices by various manufacturers,	2 1/2" - 6"
BFP Group 3	Backflow Preventer Devices by various manufacturers,	7" - 15"

This list is subject to change throughout the contract period.

"Backpressure" is a pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, air/steam pressure, or any other means, which may cause back flow.

"Certified Backflow-Prevention Assembly Tester" is a person who has demonstrated competence to test, repair, and maintain back flow-prevention assemblies as evidenced by certification that is recognized by the approving authority.

"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 equipment. The facility shall be clean, free from dirt and dust, to prevent contamination and damage during assembly of any equipment.

“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.

“Cross-connection” shall mean a connection or a potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances, would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, water products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or any other temporary or permanent connecting arrangement through which back flow may occur are considered to be cross-connections.

“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 that shall be carried out until the repair of the unit is completed. UDR must authorize all emergency works.

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

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

“Field Testing” shall mean a procedure to determine the operational and functioning status of a backflow preventer.

“Governing Body” shall mean the Mayor and City Council of the City of Houston.

“Health Hazard (High Hazard)” shall mean a cross-connection or potential cross-connection involving

any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

“Inspection” shall mean a visual examination of backflow-protection equipment, materials, workmanship or portion thereof to verify installation and operational performance.

“Listed-classified-approved” shall mean materials, equipment, fixtures, and other products included in a list published by an agency or organization that has successfully evaluated the item and determined compliance with the agency’s established material and/or performance standards.

“Maintenance” shall mean work performed or repairs made to keep equipment operable and in compliance.

“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 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 backflow preventer 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” shall mean all the entities set out in the Preamble that are bound by this Agreement.

“Potable Water” shall mean water that is safe for human consumption as described by the public health authority having jurisdiction.

“Recondition-Repair” shall mean that the contractor, upon receipt of the unit, shall inspect and clean all components, as necessary. Check unit’s valves, seals, and openings. Bring the unit to OEM standards. Re-assemble, perform all tests, and certify unit for service.

“Sewage” shall mean liquid waste containing human, animal, chemical, or vegetable matter in suspension or solution.

“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.

“Test Equipment” shall mean an electronic or mechanical instrument recognized by the authority having jurisdiction to field-test the operational performance of a backflow preventer.

“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"

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 “Annual Inspection”, precision repair services, testing and certification for *backflow preventers* from various facilities of City of Houston listed in Exhibit “BB”. Under supervision by the Contract Technical Representative (CTR) and/or his/her designated representative Used Department Representative (UDR), the Contractor shall demonstrate by means of adequate testing and certification, repair or replacement and documentation that the back flow assembly has retained its operating characteristics. All documentation provided to the City shall be ORIGINALS.
- B.00.02 The Contractor shall inspect, disassemble the unit 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 Testing and Certification, Reconditioning-Repairing or Replacement job. The Contractor shall uncouple the back flow preventer, remove the back flow preventer from its location in the line (if necessary), disassemble, inspect, repair, replace parts with new original equipment manufacturer's (OEM) specified or approved parts, reassemble unit, perform a certification test and return the repaired unit to operation.
- B.00.03 The meaning of some specific terms as used in this contract /specification are given in Exhibit A, Definitions.
- B.00.04 The ***Back Flow Preventers*** covered by this specification are defined and grouped to indicate the manufacturer, size, and type of the units. See Exhibit A, Definitions, for the groups. The manufacturer, type, size, and the facilities location of the existing devices of the City of Houston’s Wastewater Operations are given in the attachment to this section, Exhibit BB-1.
- B.00.05 Back flow preventers shall be at a minimum manufactured in compliance with nationally recognized standards such as the American National Standards Institute (ANSI) and the American Water Works Association (AWWA) and shown tested by an independent laboratory to show that the backflow preventer complies with the applicable standards.
- B.00.06 This specification covers the general requirements for the testing and certification, repairing or replacement of the back flow preventers located at City of Houston Wastewater Operations facilities. This includes, but it is not limited to, assemblies and devices of back flow preventers that require having certain parts that require field-testing. The specification defines minimum acceptable requirements for the repair of the back flow preventers and documentation of the same.
- B.00.07 All test equipment required for test results shall be calibrated at least annually against standards traceable to the American Back Flow Prevention Association (ABPA), Tester Certification Program. 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 parts and materials and devices furnished shall be new, unused, of the latest production to commercial trade and of the highest quality as to materials used and workmanship. The Contractor shall use new and original equipment manufacturer's (OEM) parts in the repair of its back flow preventers; therefore, the unit cost shall be based on the use of new and original equipment manufacturer's (OEM) parts. If Contractor plans to use a part other than an OEM part for repair of a back flow preventer, the Contractor shall submit a request to the CTR detailing the part and the reason for its use in place of an OEM part for evaluation, review, and approval in writing of the part by the CTR.
- B.00.09 The back flow preventers at City facilities shall be purchased and installed under the City of Houston Department of Public Works & Engineering, Water Production Cross-Connection Control Group's directives that require compliance with the applicable sections of the following standards and codes:
- American Water Works Association (AWWA) Manual M14, Recommended Practice for Back Flow Prevention and Cross-Connection Control
 - American Back Flow Prevention Association (ABPA)
 - American Society of Sanitary Engineering (ASSSE)
 - American National Standards Institute (ANSI)
 - City of Houston Plumbing Code
 - Environmental Protection Agency (EPA) Safe Drinking Water Act
 - New England Water Works Section of AWWA, Back Flow Device Testing Procedures
 - Texas Commission on Environmental Quality (TCEQ), Texas Administrative Code (30 TAC) Chapter 290 Subchapter D Public Drinking Water Rules and Regulations
 - USC Foundation for Cross Connection Control
 - USEPA, Cross Connection Manual, 1989
 - University of Florida TREEO Center, Back Flow Prevention
- B.00.10 The Contractor shall adhere to all local, state, and federal environmental permits when performing contract services on back flow preventers at City of Houston facilities.
- B.00.11 Subcontractors to the Contractor for the performance of work are subject to the same standards as the prime contractor.
- B.00.12 **THE BID FORMS SHALL BE BASED ON THE CONTRACTOR USING NEW AND ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS IN THE REPAIR OF CITY'S BACK FLOW PREVENTERS.**
- B.00.13 The price of parts and material and cost of a replacement unit supplied under 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.00.14 ALL quoted prices for parts and any price markup shall be based upon **Manufacturer's latest Parts List Price**. This includes the parts section of the Contract Fee Schedule.
- B.00.15 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 its best customer within 100 miles of City Hall of City of Houston. This quoted discount percentage is subject to audit by the City of Houston.

- B.00.16 **Reserved**
- B.00.17 Where work is performed under this contract 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 (including lunch and/or break time), and completion of each job. The documentation shall be punch card, time clock, shop-record or any other mutually agreed method.
- B.00.18 The City shall retain all non-repairable back flow preventers and parts from the contractor. Non-repairable units do not need to be reassembled.
- B.00.19 The Contractor shall ensure the Equipment Inventory (EI) number tag remains attached to the equipment. The Contractor shall notify the UDR if the (EI) tag is damaged or missing.
- B.00.20 Wherever torque values are known to be required, the Contractor shall use a torque wrench and adhere to the OEM torque values.
- B.00.21 If requested by the UDR, Contractor shall furnish parts needed for maintenance activities of back flow preventers for inventory purposes by City. The Contractor shall charge the same price for these parts as shown in the Contract Fee Schedule under "Parts and Material."
- B.00.22 Upon inspection of the back flow preventers, the Contractor shall verify and document all information about the condition of the units including nameplate data. The Contractor shall inspect the unit and document the damaged and missing parts on the Teardown and Recommended Repair Form, Exhibit "BB-2".
- B.00.23 Digital photographs of each unit, as received, and the damaged components will be made part of the teardown report.
- B.00.24 The City reserves the rights to retain any and all parts that are quoted by the Contractor to be replaced. This includes (but is not limited to) valves and seals, and other items of a back flow preventer unit.
- B.00.25 Any equipment removed from City property shall be documented on a City Equipment Release Form. The department requesting services shall provide the Form. The user department shall adjust the Form to reflect the required information pertaining to implementation of this Contract.
- B.00.26 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.00.27 All metal parts shall be checked for structural integrity and cracks, and shall be replaced as needed.
- B.00.28 All illegible or defective nameplates shall be replaced upon completion of repair. All original nameplate information, except where changed, shall be stamped on new nameplate. New nameplates shall be permanently attached with mechanical fasteners. The cost of a new nameplate shall be included as a part of the base cost of any testing, repairing or replacement.

- B.00.29 The Contractor shall install a stainless steel or aluminum identification tag stamped with the Contractor's name, Job Number, and Repair Date to each back flow preventer 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 replacement.
- B.00.30 Assembled back flow preventer units shall be tested for proper operation and test recorded on the City's Field Acceptance Tests Form, Exhibit BB-3 and reported to the City of Houston Water Production Cross-Connection Control Group on Exhibit BB-4, Back Flow Prevention Assembly Test and Maintenance Report form, with a copies to the Wastewater Operations Maintenance UDR. The unit shall pass all required tests.
- B.00.31 To be compensated for any repair services, the Contractor shall provide to the City a full set of repair records (including completed teardown reports (if necessary), work performed on the unit, and test run results for pressure, etc.) upon completion of the work.
- B.00.32 The Contractor shall establish and maintain the repair records for at least three (3) years from the date when the unit passed acceptance inspection and/or test to demonstrate that the unit passed inspection and/or test under the defined acceptance criteria of the AWWA.
- B.00.33 The enclosed Exhibit BB-5, City of Houston Recommended Repair Estimate form shall be used for estimating cost, documentation of work, and invoicing on each recondition-repair or replacement back flow prevention job.
- B.00.34 The Contractor must be able to verify all hours charged for work performed. This will apply to work done by sub-contractors or the contractor. The hours worked on City's equipment shall be supported with timecards. ALL ORIGINAL timecards and support documentation shall be submitted during invoicing.
- B.00.35 The City reserves the right to review all payments made to the Contractor by auditing any and all documents associated with this contract at a later date. Subject to such audit, any overpayments shall be recovered from the Contractor.
- B.00.36 The price of parts supplied for this contract is the total cost of the item to the **Contractor** plus any markup supported by documentation.
- B.00.37 UDR and the Contractor's manager shall meet once a month to review the records of the completed works, works in progress, and any other matter related to this contract. Any discrepancies shall be resolved at the time and all backlogs shall be completed by the tenth of the following month.

B.01 RECONDITION-REPAIR AND REPLACEMENT

- B.01.01 The Contractor shall inspect, recondition-repair, and/or troubleshoot the units including accessories (sub-assemblies) of the units in lieu of replacement unless the repair cost of the unit and or sub-assemblies 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 an economic evaluation and various operational considerations.
- B.01.02 The UDR must approve, in writing, the purchase of a new unit in lieu of repair.

- B.01.03 Replacement unit shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same characteristic as the one being replaced and shall be of the “Highest Efficiency” back flow preventer available. Non-identical Replacement shall be authorized in writing by CTR.
- B.01.04 Contractor shall use the price in the Contract Fee Schedule under “Cost to Replace a Unit...” to invoice the replacement cost.

B.02 SPECIFIC TASKS AND SCOPE OF WORK

- B.02.01 Upon request from the UDR and within ONE working day the contractor shall inspect the device at the Wastewater Treatment facility. The repairs shall be performed at City facility at the time of inspection and the Contractor shall do the needed repair and release/return the unit to Operation.
- B.02.02 Prior to and upon arriving at City facilities, the Contractor shall notify UDR and a person of responsibility at the plant that the water may be shutoff or interrupted for repair services, including testing, recondition-repair or replacement. For failure of City notification, the Contractor will be liable for damage to potable water equipment, lines, and plumbing fixtures.
- B.02.02 If the device must be repaired/removed/replaced, the contractor must make provision to continue the flow of potable water to the facility with minimal interruption and no damage to plumbing systems and fixtures. The Contractor is responsible for resuming potable water service in a manner to not cause damage to plumbing systems and fixtures. The Contractor shall be liable for any repairs resulting from such damage.
- B.02.03 When repairing the backflow preventer at City location and additional parts and services are needed, the Contractor shall notify the UDR and prepare a scope of the work within twenty-four (24) hours and submit it to the UDR for approval. The Contractor, upon receipt of approval, shall complete the repair of the device within two (2) working days or provide an acceptable alternative repair plan and schedule to the UDR and release/return the unit and potable water system to operation.
- B.02.04 The Contractor shall furnish all documentation to the UDR.
- B.02.05 Before disassembly of the unit, the Contractor shall inspect the unit and document the damaged and missing parts. In addition, the Contractor shall photograph the unit and sub-assemblies. These photographs and any subsequent photographs of the unit and its parts shall be part of the repair record.
- B.02.06 If necessary, the Contractor shall disassemble back flow preventer units and clean all internal parts.
- B.02.07 The Contractor shall inspect all components of the unit and all critical areas to determine if clearances are within OEM tolerances, and the parts meet manufacturer’s specifications. If the manufacturer’s data is not available, the tolerances shall be verified with the relevant tables in **industry standards** to assure its conformance.
- B.02.08 The Contractor shall inspect the unit and its external assembly for corrosion, erosion, chipping, scoring, and other damages and shall record this observation on the Teardown Report.
- B.02.09 After physical inspection and documentation, the Contractor shall test the unit and certify the unit to be within OEM tolerances.

- B.02.10 After testing, certification, recondition-repair or replacement, the Contractor shall return the assembly to a condition in which it will reliably protect against back flow.
- B.02.11 For recondition-repair or replacement, the Contractor shall obtain the necessary repair information and obtain original factory repair parts or units.
- B.02.12 The recondition-repair process will involve the disassembly of the back flow preventer and the proper replacement of the new repair parts.
- B.02.13 After the repair is performed, the backflow prevention assembly shall be field tested by a certified tester to ensure that the repair procedure has restored the assembly to the proper working condition.
- B.02.14 Should the contractor determine that it is not possible to repair the back flow prevention assembly, the assembly may need to be replaced. When replacing an existing assembly with a new one, it will be necessary to survey the application to ensure that the proper type of backflow prevention assembly is installed, tested and certified for the application.
- B.02.15 At all times during the repair process, Contractor shall maintain City's equipment in a clean and weather-protected environment.
- B.02.16 The tester is responsible for the accurate generation of the data, a correct assessment of the workings of each assembly tested. The contractor shall be responsible for the proper dissemination of the data to all necessary parties.
- B.02.17 Certified testers shall be certified and registered in accordance with "Exhibit BB-7", City of Houston, Department of Public Works & Engineering, Water Production Branch/Water Quality Section's requirements for City registration as a Back Flow Preventer Certified Tester.
- B.02.18 Back flow prevention assemblies may need to be field tested more than annually. It may include, but not be limited to, immediately following initial installation; whenever an assembly is taken apart for repair; or whenever the assembly has been taken out of service and is returned to service.
- B.02.19 Replacement units shall be evaluated and confirmed, by the Contractor, to meet the acceptable industry standards and requirements of back flow prevention in potable water systems.
- B.02.20 The field test report will show that the device is operating accurately and meets the standards.

B.03 Unit Inspection and Repair

- B.03.01 The Contractor shall provide a repair record and report showing the condition of the unit upon inspection, the repair work done, field test results and certification.
- B.03.02 During disassembly, the unit components and parts shall be visually inspected to determine and record/report the cause of failure.

B.04 STANDARD RESPONSE TIMES

- B.04.01 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.04.02 Contractor shall be available and accessible to the City via telephone to work overtime if requested by the UDR.

B.04.03 Contractor shall be available and accessible to the City via telephone to work emergency if requested by the UDR.

B.04.04 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.05 REPAIR TECHNICIANS

B.05.01 The repair technicians of the Contractor shall be qualified, properly trained in recondition-repair or replacement of backflow preventers of the type and sizes specified in this contract.

B.05.02 The repair or replacement technicians of the Contractor shall have a minimum of three (3) years experience in recondition-repair and replacement of back flow preventers of the sizes specified in this contract

B.05.03 The Contractor shall furnish the resumes and certifications of the technicians to the City.

B.05.04 These requirements shall also apply to all of the sub-contractors who work for the Contractor.

B.06 ACCEPTANCE OF REPAIR

B.06.01 The UDR shall be notified of the repair, field test and certification of the device.

B.06.02 After corrective actions are made, the device shall go through a new field test procedure before the device is accepted.

B.06.03 If deficiencies are detected, the repair work shall be rejected and the contractor shall make the necessary repairs, adjustments or replacements.

B.06.04 The UDR shall then make an inspection of the device in question and verify operation of the device.

B.06.05 After the device is returned to operation, the Contractor shall prepare a "Back Flow Prevention Assembly Test and Maintenance Report form; Exhibit BB-4" and submit the ORIGINAL to the City of Houston, Department of Public Works & Engineering, Water Production/Systems Development located at 7000 Ardmore, Houston, Texas 77054-2302. A DUPLICATE shall be forwarded to the UDR.

B.06.06 The Contractor shall keep repair records and reports covering inspection, field test procedure results and certification of the device, for a minimum of three years.

B.06.07 The City shall NOT make any payment to the Contractor until ALL corrective actions are made, the equipment repair is accepted and the necessary ORIGINAL documentation involving testing and certification is provided to the City's Water Production Division and UDR.

B.07 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.08 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.09 ADDITIONAL SERVICES

B.09.01 Prior to commencement of any Additional Services," the Contractor shall submit a written proposal for approval by UDR 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.09.02 THE Contractor shall perform Additional Services using the unit rates in the Contract Fee Schedule as specified for the type of service provided. If the Contract Fee Schedule does not cover the work the Contractor shall be paid on a cost reimbursable basis. Timing of any Additional Services shall be mutually agreed upon in writing between the UDR and the Contractor.

B.10 WARRANTIES

B.10.01 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.10.02 The Contractor further warrants that all service and replacement parts it provides shall be in strict compliance with all applicable regulations.

B.10.03 A minimum of a 12 month full warranty is required upon completion of repair services. The warranty period shall begin after a satisfactory test run and the day the City officially accepts the repaired unit.

B.10.04 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) work days.

B.10.05 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

B11.00 Contractor shall submit invoices for payment in triplicate (one original and two copies) that are on Contractor's company stationary with the original signed by an authorized agent of the company. ALL SUPPORT DOCUMENTS SHALL BE ORIGINAL. The invoice number shall not be duplicated during the term of the contract periods. Each invoice shall include the following information:

B11.01 City Contractor number, City Ordinance number, City Release number, and Contractor's Job Number.

B11.02 Contractor's name and address and where the service was performed.

B11.03 City equipment EI Number, and City Work Order Number.

- B11.04 City Facility Number and address where equipment had been prior to service.
- B11.05 Detailed description of services rendered.
- B11.06 Description of Parts or Components repaired or replaced. Provide Part Numbers, listing before and after discount. If Parts are OEM reconditioned, the costs to recondition Parts must be listed as well as the cost of new OEM replacement Parts.
- B11.07 Subcontractor's invoices with detail description of work performed, time sheets [showing hours worked, break(s) and lunch time], and cost.
- B11.08 Detail Labor hours and rates as stated in the "Fee Schedule" for work performed.
- B11.09 City delivery and pickup tickets.
- B11.10 Subtotal costs for Parts and Labor separately.
- B11.11 Teardown and Recommended Repair form, Recommended Repair Estimate form, Field Acceptance Test form and Pressure Test results, Progress and Status Report form, and City of Houston Back Flow Prevention Assembly Test and Maintenance Report shall be submitted.
- B11.12 Total invoice cost of the job.
- B11.13 A clear indication of the cost of the repair of the unit in a percentage compared to the cost of a new unit.
- B11.14 All unit prices for Labor and Parts shall be easily identified against the quoted contract pricing.

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

B.12 ADDITIONS & DELETIONS:

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

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 backflow preventers certification, testing, and 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 the existing minimum wage as authorized by the United States Department of Labor and sanctioned by the United States Congress.
- 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.

15.0 WARRANTY OF SERVICES

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

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

- b) Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.
- c) If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
- d) If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

Exhibit BB

ITEM #	FAC #	FACILITY	ADDRESS	SIZE	MFR	MODEL	SERIAL #	TESTED
1	3	Afton Village LS	1100 Antoine	1"	Wilkins	975XL	489557	
2	5	Almeda Sims SLG	12319 1/2 Almeda Road	2"	Wilkins	975XL	822205	
3	5	Almeda Sims SLG	12319 1/2 Almeda Road	8"	Febco	825YD	9506021532	
4	7	Asbury LS	204 Asbury	3/4"	Febco	825Y	BJ3793	
5	8	Ashville LS	9630 Ashville	3/4"	Febco	825Y	A88E1013	
6	13	Belmont LS	5901 Conley	2"	Febco	765	AB1380	
7	14	Bering Dr. LS	1801 Bering Dr.	3/4"	Febco	825Y	A051539	
8	15	Bintliff LS	6810 1/2 Bintliff	3/4"	Febco	825Y	A039000	
9	22	Bretshire #2 LS	7550 Bretshire	3/4"	Wilkins	975XL	297555	
10	26	Brock LS	3510 Brock	1"	Febco	825Y	BC9299	
11	31	Carvel Lane LS	6913 Carvel Lane	3/4"	Febco	825Y	R13816	
12	33	Woodway #2 LS	7700 Woodway	1 1/2"	Febco	825Y	A051712	
13	34	Chatwood LS	9345 Chatwood	1"	Febco	825Y	RK8269	
14	35	Cherry Street LS	5016 Cherry	1"	Conbraco	40205A2	BR252	
15	39	Chocolate Bayou WTP	9600 Martin Luther King	4"	Febco	825Y	9502130616	
16	40	Clinton Park WTP	9030 Clinton Dr.	3/4"	Wilkins	975XL	419946	
17	45	KIAM Cottage Grove LS	5210 Kiam	1"	Febco	825Y	A047838	
18	53	Chimney Rock #2 LS	11677 1/2 Chimney Rock	3/4"	Febco	825Y	A007557	
19	59	Easthaven WTP	8545 Scranton	3"	Febco	860RP	9702041408	
20	69	Ferguson Way LS	2103 Ferguson	3/4"	Wilkins	975XL	296486	
21	77	Fondren #2 LS	10900 Fondren	3/4"	Febco	825Y	A007547	
22	80	Willie LS	10440 Willie	3/4"	Febco	825Y	A15441	
23	83	FWSD #23 WTP	8219 Kellett	2"	Watts	909	N/A	
24	83	FWSD #23 WTP	8219 Kellett	4"	Watts	909	165034	
25	86	Garden Villas LS	7375 Sims	3/4"	Febco	825Y	A004004	
26	88	Gessner #2 LS	1017 S. Gessner	2"	Febco	825Y	BA8289	
27	91	Ambrose LS	13311 1/2 Ambrose	3/4"	Conbraco	40204A2	CZ777	
28	92	Fairway LS	7342 Fairway	3/4"	Conbraco	40204A2	V2447	
29	94	Grand Blvd. LS	6333 Grand Blvd.	3/4"	Febco	825Y	A003997	
30	99	Gulfton LS	5905 Gulfton	3/4"	Febco	825Y	A051560	
31	100	Southeast sludge	8513 1/2 Harvard	3/4"	Wilkins	975 XL	1494543	
32	103	Kellogg LS	502 Kellogg	3/4"	Febco	825Y	A229259	
33	104	Haviland LS	11555 Haviland	3/4"	Febco	825Y	H21602	
34	107	Homestead WTP	5565 Kirkpatrick	6"	Watts	909	241663	
35	108	Hudson Ct. LS	9100 Briar Forest	1 1/2"	Febco	825Y	A051713	
36	115	Knollwood LS	9000 1/2 S. Main	1"	Watts	909	430420	
37	116	Knox LS	8200 Knox	3/4"	Wilkins	975XL	457719	
38	124	N Houston - Rosslyn LS	9309 N Houston-Rosslyn	1 1/2"	Watts	909	285796	
39	131	Market Street #1 LS	7909 1/2 Market St.	1/2"	Wilkins	975XL	836113	
40	133	Beekman LS	5210 Albemarle	3/4"	Watts	009M2QT	144639	
41	137	S. Braeswood #1 LS	5502 S. Braeswood	1"	Febco	825Y	A047641	
42	145	Northwest WTP	5423 Mangum Rd.	2"	Watts	909	205210	
43	145	Northwest WTP	5423 Mangum Rd.	1"	Watts	909	251035	
44	145	Northwest WTP	5423 Mangum Rd.	6"	Watts	909	243925	
45	145	Northwest WTP	5423 Mangum Rd.	3"	Watts	909	173358	
46	145	Northwest WTP	5423 Mangum Rd.	2"	Febco	765	H006845	
47	146	Northeast WTP	655 Maxey Rd.	3"	Watts	909	172977	
48	150	Findlay LS	8542 Findlay	3/4"	Watts	909	467734	
49	151	Parker St. LS	2007 Parker St.	1"	Febco	825Y	A047667	
50	152	Peerless LS	6929 Peerless	3/4"	Conbraco	40204A2	DD985	
51	157	Daugherty LS	1808 Daugherty	1"	Wilkins	975XL	489542	
52	170	Saddle Brook LS	10040 Memorial Dr.	2"	Wilkins	975XL	433960	

53	171	Sagemont WTP	11700 Sagearbor	3"	Febco	860	F031111907
54	171	Sagemont WTP	11700 Sagearbor	4"	Febco	825YD	9703141424
55	171	Sagemont WTP	11700 Sagearbor	1"	Watts	800M4	330675
56	171	Sagemont WTP	11700 Sagearbor	2"	Wilkins	720A	N/A
57	171	Sagemont WTP	11700 Sagearbor	2"	Febco	765	AB7718
58	172	Scott #1 LS	3100 Scott	2"	Febco	765	AB1156
59	172	Scott #1 LS	3100 Scott	1 1/4"	Watts	909M1QT	319037
60	172	Scott #1 LS	3100 Scott	1 1/4"	Watts	909M1QT	319033
61	173	Scott #2 LS	8123 1/2 Scott	3/4"	Conbraco	40204A2	77641
62	182	Sims Bayou SLG	9500 Lawndale	8"	Watts	709	321240
63	182	Sims Bayou SLG	9500 Lawndale	6"	Febco	860	9909221241
64	182	Sims Bayou SLG	9500 Lawndale	3/4"	Watts	909	496104
65	182	Sims Bayou SLG	9500 Lawndale	2"	Conbraco	40208A2	CR642
66	182	Sims Bayou SLG	9500 Lawndale	2"	Watts	800M4	11520
67	186	N. MacGregor Way #3 LS	4370 N. MacGregor Way	3/4"	Febco	825Y	A003999
68	188	N. MacGregor Way #1 LS	2000 N. MacGregor Way	2"	Febco	825Y	A053441
69	189	Southeast WTP	9610 Kingspoint	4"	Watts	909	165570
70	189	Southeast WTP	9610 Kingspoint	3/4"	Conbraco	40204A2	R3675
71	189	Southeast WTP	9610 Kingspoint	3/4"	Watts	909	316117
72	190	Southwest WTP	4211 Beechnut	1 1/2"	Febco	825Y	BG5075
73	190	Southwest WTP	4211 Beechnut	8"	Watts	909	626461
74	190	Southwest WTP	4211 Beechnut	2"	Watts	909	401128
75	190	Southwest WTP	4211 Beechnut	3"	Watts	909	130857
76	190	Southwest WTP	4211 Beechnut	2"	Watts	909	403275
77	190	Southwest WTP	4211 Beechnut	6"	Febco	860	9812011320
78	193	Windswept LS	9667 Windswept Lane	1"	Watts	9	165070
79	196	Theta LS	2326 Theta	3/4"	Conbraco	40204A2	AR984
80	197	Gessner #1 LS	118 Gessner	2"	Febco	825Y	ASSE1013
81	199	Tidwell #1 LS	7406 Tidwell & Pembroke	3/4"	Wilkins	975XL	445646
82	201	Turkey Creek WTP	1147 Enclave Parkway	6"	Febco	860RP	9701091436
83	201	Turkey Creek WTP	1147 Enclave Parkway	3"	Febco	860RP	9612031402
84	201	Turkey Creek WTP	1147 Enclave Parkway	2"	Watts	909	85433
85	201	Turkey Creek WTP	1147 Enclave Parkway	1"	Febco	825Y	182653
86	203	Janisch Rd. LS	342 Janisch	1"	Febco	825Y	111095
87	205	South Point LS	10385 Gulf Palms	3/4"	Conbraco	40204A2	AS001
88	207	West Court Dr. LS	2 West Court Dr.	3/4"	Wilkins	975XL	297773
89	212	Wheeler LS	3537 Wheeler	3/4"	Febco	825Y	BJ3952
90	215	Wingtip LS	9555 Wingtip	3/4"	Wilkins	975XL	470361
91	220	5th Street LS	212 5th St. W. (Yale & 5th)	3/4"	Febco	825Y	A14411
92	221	Banner Rd. LS	4072 1/2 Banner Rd.	3/4"	Watts	909	423514
93	223	MUD #123 WTP	12010 W. Belfort	3/4"	Watts	909	482109
94	225	WCID #47 WTP	7410 Old Galveston Rd.	3"	Febco	825YD	9502101403
95	226	WCID #51 WTP	4900 Gallagher	3/4"	Watts	909	496107
96	230	WCID #073 LS	11510 FM 1960 E.	3/4"	Wilkins	975XL	467634
97	237	West District WTP	12901 Hermitage	2 1/2"	Febco	825YD	9503020631
98	237	West District WTP	12901 Hermitage	6"	Watts	909	240740
99	238	Int. Airport WTP	2450 Rankin Rd.	1 1/2"	Watts	909	82681
100	238	Int. Airport WTP	2450 Rankin Rd.	2"	Febco	825Y	263497
101	240	Greenridge WTP	6301 W. Fuqua	4"	Febco	825YD	9906071320
102	240	Greenridge WTP	6301 W. Fuqua	4"	Febco	825YD	9906071321
103	242	Beltway WTP	10518 Bellaire	8"	Febco	860	9903191320
104	243	MUD #203 WTP	1215 Gears Rd.	4"	Hersey	6CM	91887
105	244	Cedar Bayou WTP	2804 Huffman Eastgate	6"	Watts	909	240284
106	244	Cedar Bayou WTP	2804 Huffman Eastgate	1"	Febco	825Y	9047627

107	245	Park Ten MUD WTP	16500 Park Row	4"	Watts	909	168039
108	247	Braes MUD LS	3840 S. Eldridge Pkwy.	1 1/2"	Febco	825Y	B12084
109	250	Keegan's Bayou WTP	9400 White Chapel Ln.	4"	Hersey	6CM	71116
110	250	Keegan's Bayou WTP	9400 White Chapel Ln.	8"	Hersey	6CM	112783
111	250	Keegan's Bayou WTP	9400 White Chapel Ln.	6"	Febco	860	F0401080954
112	252	Northbelt WTP	14506 Smith Rd.	4"	Febco	825YD	9907121340
113	268	Imperial Valley WTP	15600 Rock House	3"	Febco	825YD	20696
114	268	Imperial Valley WTP	15600 Rock House	2"	Febco	825YD	BH2136
115	268	Imperial Valley WTP	15600 Rock House	3/4"	Watts	909qt	451681
116	270	Northgate WTP	303 Benmar	3/4"	Watts	009M3QT	177459
117	270	Northgate WTP	303 Benmar	4"	Febco	825YD	9501261414
118	272	Berkley LS	2518 Berkley	3/4"	Febco	825Y	AA5887
119	274	White Oak WTP	7103 Gulf Bank Rd.	2"	Febco	825Y	BH2093
120	277	WCID #94 LS	7120 Imperial Pt.	2"	Wilkins	975XL	589372
121	279	WCID #111 WTP	10601 Huntington Point	6"	Watts	909	162677
122	279	WCID #111 WTP	10601 Huntington Point	2"	Watts	909	155961
123	279	WCID #111 WTP	10601 Huntington Point	3/4"	Febco	825Y	AG2097
124	283	Sims South WTP	3013 Old Galveston Rd.	2"	Watts	909	227268
125	283	Sims South WTP	3013 Old Galveston Rd.	2"	Watts	909	305764
126	283	Sims South WTP	3013 Old Galveston Rd.	3"	Febco	825YD	9501271258
127	284	Iroquois LS	12903 Iroquois	3/4"	Febco	825Y	A060734
128	285	Northborough WTP	13131 N. Freeway	3/4"	Watts	909	316288
129	285	Northborough WTP	13131 N. Freeway	2"	Febco	825Y	BH2145
130	286	Upper Braes Bayou WTP	13525 Old Westheimer	3/4"	Febco	860	H09611
131	286	Upper Braes Bayou WTP	13525 Old Westheimer	3/4"	Watts	909	316113
132	286	Upper Braes Bayou WTP	13105 Old Westheimer	6"	Watts	909	241672
133	286	Upper Braes Bayou WTP	13525 Old Westheimer	6"	Watts	909	241654
134	286	Upper Braes Bayou WTP	13105 Old Westheimer	4"	Watts	909	186847
135	302	Belle Park #1 LS	7615 Belle Park Dr.	3/4"	Febco	825Y	A14388
136	311	Dollywright LS	1825 1/2 Dollywright	3/4"	Wilkins	975XL	295574
137	313	Gilpin LS	300 Gilpin	3/4"	Wilkins	975XL	467642
138	319	Wickchester LS	11807 Wickchester	2"	Conbraco	40208A2	BL086
139	327	Green River Dr LS	8927 Green River Dr North	1"	Febco	825Y	H02716
140	336	Scarsdale LS	12501 Scarsdale	1 1/2"	Wilkins	975XL	519487
141	337	Scott #3 LS	10718 1/2 Scott	2"	Watts	009	75358
142	340	Kirkwood #3 LS	1235 S. Kirkwood Dr.	2"	Conbraco	40208A2	DL338
143	351	Gulf Bank Rd. #1 LS	5400 W. Gulf Bank Rd.	3/4"	Wilkins	975XL	297554
144	354	John Alber Rd. LS	621 John Alber Rd.	3/4"	Febco	825Y	A060735
145	374	South Richey LS	3329 1/2 S. Richey	3/4"	Conbraco	40204A2	48794
146	384	Market St. #2 LS	13400 Market	3/4"	Febco	825Y	A004019
147	387	Walden Place	855 Canino Rd.	3/4"	Febco	825Y	H15725
148	395	MUD 107 LS	13702 Trailville Dr.	3/4"	Watts	909QT	539339
149	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	825Y	BH2225
150	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04269
151	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04283
152	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04278
153	397	Metro Central WTP	12815 Old Galveston Rd.	2"	Febco	860	A04290
154	398	Westway MUD WTP	10273 Genard	2"	Febco	825Y	A220721
155	399	Clinton Drive #2 LS	4309 Clinton Dr.	2"	Watts	909	201652
156	400	69th St. WTP	2525 Macario Garcia	8"	Febco	825YD	9506021617
157	400	69th St. WTP	2525 Macario Garcia	4"	Febco	825YD	950303653
158	400	69th St. WTP	2525 Macario Garcia	1 1/2"	Watts	909	361212
159	400	69th St. WTP	2525 Macario Garcia	1 1/4"	Watts	909	338680
160	400	69th St. WTP	2525 Macario Garcia	2"	Watts	909	359934

161	400	69th St. WTP	2525 Macario Garcia	6"	Conbraco	4-10C0	NG729
162	400	69th St. WTP	2525 Macario Garcia	2"	Febco	825Y	158633
163	400	69th St. WTP	2525 Macario Garcia	2"	Febco	825Y	RH2208
164	409	East Houston LS	8440 Attwater	3/4"	Febco	825Y	A067565
165	411	Maxey Road LS	909 Maxey Road	2"	Febco	825Y	AA8177
166	422	Quailglen LS	17134 Quailglen	3/4"	Febco	860	H08566
167	423	Quailview LS	8500 Quailview	3/4"	Febco	860	H08570
168	436	Tautenhahn Road LS	5501 1/2 Tautenhahn Rd.	3/4"	Febco	825Y	A198961
169	439	Hempstead Road #2 LS	14926 1/2 Hempstead Rd.	3/4"	Febco	825Y	A038976
170	444	Belvedere LS	4925 1/2 Belvedere	3/4"	Febco	825Y	A229280
171	445	N. Eldridge LS	608 Eldridge Rd., N.	1 1/2"	Febco	825Y	202844
172	452	MUD 58 WWTP	22405 Loop 494	3"	Febco	860	0004280910
173	456	Chanute LS	18550 Chanute	3/4"	Watts	909QT	391116
174	457	Songwood LS	1900 John Ralston Rd.	3/4"	Febco	825Y	002994
175	459	Eddington LS	1425 Eddington	3/4"	Febco	825Y	RJ4002
176	461	Homestead LS	10939 Homestead	3/4"	Febco	825Y	414187
177	462	Scotts Point LS	130 1/2 N. Deer Lake Rd.	3/4"	Wilkins	975XL	297557
178	463	Southridge LS	10038 Radio Rd.	3/4"	Conbraco	40204A2	V2458
179	464	Hopper Road LS	5715 1/2 Hopper Road	3/4"	Conbraco	40204A2	Y6994
180	465	Maple Leaf LS	11505 Maple Leaf	3/4"	Conbraco	40204A2	Y7002
181	466	Ardmore LS	7750 Ardmore	1"	Watts	909	423677
182	469	Willowbrook WTP	7101 Greens Rd. West	8"	Conbraco	20E02	N5546
183	470	Foxton LS	13106 Foxton	3/4"	Watts	009M2QT	81628
184	472	Blue Bell LS	501 Blue Bell	3/4"	Wilkins	975XL	445725
185	475	Addicks LS	13200 Old Katy Rd.	1 1/2"	Wilkins	975XL	296019
186	476	Gulf Palms LS	11614 1/2 Dumas	1"	Wilkins	975XL	629759
187	477	Genoa LS	9900 Koenig	1"	Wilkins	975XL	629756
188	478	Telean LS	6840 Telean	3/4"	Watts	009M2QT	80415
189	479	Briar Forest LS	13031 Briar Patch	3/4"	Watts	909	423527
190	480	Will Clayton LS	18095 Lee Road	3/4"	Watts	909	396673
191	481	Segrest LS	13550 1/2 Segrest	1 1/2"	Watts	009M2QT	50970
192	485	WCID 76 WWTP	13535 River Trail	2"	Febco	825Y	A003003
193	498	Tidwell Timbers	10545 Tidwell	2"	Watts	009	166912
194	529	Hall Park #1 LS	4210 Langley	3/4"	Watts	909	428859
195	530	Hall Park #2 LS	10500 Peach	3/4"	Watts	909	428868
196	532	Ballantine LS	10590 Ballantine	1"	Conbraco	40205A2	CK632
197	533	Bordersville LS	19409 Sears	3/4"	Wilkins	975XL	N/A
198	534	West Oak Meadows LS	1200 Oak Meadows	3/4"	Febco	825Y	A27636
199	536	Zachary LS	113 Zachary	1"	Watts	009QT	21520
200	539	Rancho Bauer LS	549 1/2 Rancho Bauer	2"	Conbraco	40208A2	BL088
201	539	Rancho Bauer LS	549 1/2 Rancho Bauer	1 1/2"	Febco	765	AB7512
202	540	Scott St. WWF	4728 Star Way	8"	Watts	909MI	624133
203	542	Parker Rd. LS	2606 Parker Rd.	1"	Febco	825Y	A062084
204	544	Heights LS	248 Heights	1"	Febco	825Y	A047812
205	545	Alief Central LS	12950 A Skymeadows	1"	Febco	765	FB4345
206	546	Post Oak Lane/Galleria LS	333 1/2 N. Post Oak	2"	Conbraco	40208A2	CH285
207	547	Cliffwood LS	11309 Cliffwood	3/4"	Febco	825Y	A047639
208	554	Northcourt LS	8175 Northcourt	1"	Watts	009QT	21517
209	555	Spottswood LS	11200 Spottswood	3/4"	Febco	825Y	A060725
210	556	Tamworth LS	10901 1/2 Tamworth	1"	Wilkins	975XL	489586
211	560	Bretshire #1 LS/WWF	6920 Bretshire	6"	Febco	825YD	9603191332
212	561	Belmont Force Main Sta. LS	4470 N. MacGregor	2"	Febco	825Y	A1041734
213	567	Northside WWF	100 Japhet	8"	Febco	860	9704111353
214	585	Mosher LS	1818 Mosher	2"	Febco	825Y	13778

215	585	Mosher LS	1818 Mosher	3/4"	Febco	860	H03726	
216	WP	Gulf Meadows	11030 Gulfdale	2 1/2"	Febco	825YD	9502160651	
217	WP	City of Spring Valley	1200 Adkins	8"	Cla-Val	RP8LW	9712081338	
218	WP	Tastfield Water District	3100 Vivian @ Warren	6"	Cla-Val	RP8LW	9809111254	
219	WP	Tastfield Water District	3100 Vivian @ Warren	4"	Cla-Val	RP8LW	9806261224	
220	WP	Galena Park	12401 Strick Lane	6"	Febco	860	9907131244	
221	WP	Galena Park	12401 Strick Lane	6"	Febco	860	9909221242	
222	WP	Brittmoore MUD	6707 Brittmoore Road	8"	Febco	880V	9811201230	
223	WP	Pine Village No PUD	5800 Hamil Road	6"	Febco	880V	99061811229	
224	WP	Harris Co MUD #321	700 Greens Crossing Blvd.	10"	Febco	825YD	9912021431	
225	WP	Harris Co MUD #321	700 Greens Crossing Blvd.	10"	Febco	825YD	9906151427	
226	WP	Pine Trail Water Co.	13800 Edenglen Dr.	10"	Febco	860	9908057338	
227	WP	Fort Bend MUD #45	17413 Edgehaven Dr.	8"	Febco	860	9907191359	
228	WP	Bissonnet MUD	13000 Shannon Hill	10"	Febco	880V	9908251315	
229	WP	Harris Co MUD #118	8000 Streamside Blvd.	6"	Febco	880V	9907301400	
230	WP	Harris Co MUD #191	7499 Willow Chase Blvd.	10"	Febco	880V	9908251316	
231	WP	Greens Parkway MUD	1700 Rankin Road	6"	Febco	880V	9904301432	
232	992	Wastewater Operations	4545 Groveway	1 1/4"	Febco	765	49271	

KEY:	
	BACKFLOW DEVICES DUE FOR TESTING
WP	WATER PRODUCTION, SERVICED BY WASTER WATER OPERATIONS UNDER THIS CONTRACT

Fac #	Backflow devices that have been replaced:					
193	Windswept LS	9667 Windswept Lane	2"	Febco	825Y	BK5272
270	Northgate WTP	303 Benmar	3/4"	Conbraco	40204A2	L0897
250	Keegan's Bayou WTP	9400 White Chapel	6"	Hersey	6CM	112627
Fac #	Backflow devices that have been removed from service:					
398	Westway MUD WTP	10273 Genard	2"	Febco	825Y	BH3604
190	Southwest WTP	4211 Beechnut	3/4"	Watts	909	430829
190	Southwest WTP	4211 Beechnut	3/4"	Watts	909	430837
Fac #	Backflow devices at plants that are no longer in operation:					
397	Metro Central WTP	12815 Old Galveston Rd.	2"	Wilkins	975XL	433952
473	Mitchell LS	602 Mitchell	3/4"	Wilkins	975XL	445578
Fac#	Backflow devices added					
268	Imperial Valley WTP	15600 Rock House	3/4"	Watts	909qt	451681

EXHIBIT "H"

FEES AND COSTS

Year One - Table BFP-1: Backflow Prevention & Testing Certification

Item #	Description	Unit of Measure	Unit Price
1	Backflow Prevention & Testing Certification for < or = 2 inches	each	\$175.00
2	Backflow Prevention & Testing Certification for >2 and <=4 inches	each	\$175.00
3	Backflow Prevention & Testing Certification for >4 and <=6 inches	each	\$175.00
4	Backflow Prevention & Testing Certification for 8 inches	each	\$175.00
5	Backflow Prevention & Testing Certification for 10 inches	each	\$195.00
6	Backflow Prevention & Testing Certification for 12 inches	each	\$195.00
7	Backflow Prevention & Testing Certification for 15 inches	each	\$195.00

Year One - Table BFP-2: Backflow Prevention Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
8	Backflow Prevention Recondition-Repair < or = 2 inches	each	\$195.00
9	Backflow Prevention Recondition-Repair >2 and <=4 inches	each	\$195.00
10	Backflow Prevention Recondition-Repair >4 and <=6 inches	each	\$235.00
11	Backflow Prevention Recondition-Repair >6 and <=8 inches	each	\$235.00
12	Backflow Prevention Recondition-Repair >8 and <=15 inches	each	\$595.00

Year One - Table BFP-3: Backflow Prevention Replacement

Item #	Description	Unit of Measure	Unit Price
13	Backflow Prevention Replacement < or =2 inches	each	\$235.00
14	Backflow Prevention Replacement >2 and <=4 inches	each	\$610.00
15	Backflow Prevention Replacement >4 and <=6 inches	each	\$1138.00
16	Backflow Prevention Replacement >6 and <=8 inches	each	\$2276.00
17	Backflow Prevention Replacement >8 and <=15 inches	each	\$2845.00

Year One - Table BFP-4: Additional Cost

Item #	Description	Unit of Measure	Unit Price
18	Labor Rate: Standard Testing Certification	per hour	\$68.00
19	Labor Rate: Overtime Testing Certification	per hour	\$95.00
20	Labor Rate: Emergency Testing Certification	per hour	\$125.00
21	Labor Rate: Standard Recondition-Repair	per hour	\$68.00

22	Labor Rate: Overtime Recondition-Repair	per hour	\$95.00
23	Labor Rate: Emergency Recondition-Repair	per hour	\$125.00
24	Labor Rate: Standard Replacement	per hour	\$68.00
25	Labor Rate: Overtime Replacement	per hour	\$95.00
26	Labor Rate: Emergency Replacement	per hour	\$125.00

Year One- Additional Costs - MARKUP SHALL NOT EXCEED 25%

Item #	Description	% /Markup
27	Sub-contractor Labor, Parts and Materials (Original Invoice) MARKUP SHALL NOT EXCEED 25%	.18

Year Two - Table BFP-1: Backflow Prevention & Testing Certification

Item #	Description	Unit of Measure	Unit Price
1	Backflow Prevention & Testing Certification for < or = 2 inches	each	\$178.50
2	Backflow Prevention & Testing Certification for >2 and <=4 inches	each	\$178.50
3	Backflow Prevention & Testing Certification for >4 and <=6 inches	each	\$178.50
4	Backflow Prevention & Testing Certification for 8 inches	each	\$178.50
5	Backflow Prevention & Testing Certification for 10 inches	each	\$198.90
6	Backflow Prevention & Testing Certification for 12 inches	each	\$198.90
7	Backflow Prevention & Testing Certification for 15 inches	each	\$198.90

Year Two - Table BFP-2: Backflow Prevention Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
8	Backflow Prevention Recondition-Repair < or = 2 inches	each	\$198.90
9	Backflow Prevention Recondition-Repair >2 and <=4 inches	each	\$198.90
10	Backflow Prevention Recondition-Repair >4 and <=6 inches	each	\$239.70
11	Backflow Prevention Recondition-Repair >6 and <=8 inches	each	\$239.70
12	Backflow Prevention Recondition-Repair >8 and <=15 inches	each	\$606.90

Year Two - Table BFP-3: Backflow Prevention Replacement

Item #	Description	Unit of Measure	Unit Price
13	Backflow Prevention Replacement < or =2 inches	each	\$239.70
14	Backflow Prevention Replacement >2 and <=4 inches	each	\$622.20
15	Backflow Prevention Replacement >4 and <=6 inches	each	\$1160.76
16	Backflow Prevention Replacement >6 and <=8 inches	each	\$2321.52
17	Backflow Prevention Replacement >8 and <=15 inches	each	\$2901.90

Year Two - Table BFP-4: Additional Cost

Item #	Description	Unit of Measure	Unit Price
18	Labor Rate: Standard Testing Certification	per hour	\$69.36
19	Labor Rate: Overtime Testing Certification	per hour	\$96.90
20	Labor Rate: Emergency Testing Certification	per hour	\$127.50
21	Labor Rate: Standard Recondition-Repair	per hour	\$69.36
22	Labor Rate: Overtime Recondition-Repair	per hour	\$96.90
23	Labor Rate: Emergency Recondition-Repair	per hour	\$127.50
24	Labor Rate: Standard Replacement	per hour	\$69.36
25	Labor Rate: Overtime Replacement	per hour	\$96.90
26	Labor Rate: Emergency Replacement	per hour	\$127.50

Year Two- Additional Costs - MARKUP SHALL NOT EXCEED 25%

Item #	Description	% Markup
27	Sub-contractor Labor, Parts and Materials (Original Invoice) MARKUP SHALL NOT EXCEED 25%	.18

Year Three - Table BFP-1: Backflow Prevention & Testing Certification

Item #	Description	Unit of Measure	Unit Price
1	Backflow Prevention & Testing Certification for < or = 2 inches	each	\$182.07
2	Backflow Prevention & Testing Certification for >2 and <=4 inches	each	\$182.07
3	Backflow Prevention & Testing Certification for >4 and <=6 inches	each	\$182.07
4	Backflow Prevention & Testing Certification for 8 inches	each	\$182.07
5	Backflow Prevention & Testing Certification for 10 inches	each	\$202.87
6	Backflow Prevention & Testing Certification for 12 inches	each	\$202.87
7	Backflow Prevention & Testing Certification for 15 inches	each	\$202.87

Year Three - Table BFP-2: Backflow Prevention Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
8	Backflow Prevention Recondition-Repair < or = 2 inches	each	\$202.87
9	Backflow Prevention Recondition-Repair >2 and <=4 inches	each	\$202.87
10	Backflow Prevention Recondition-Repair >4 and <=6 inches	each	\$244.49
11	Backflow Prevention Recondition-Repair >6 and <=8 inches	each	\$244.49
12	Backflow Prevention Recondition-Repair >8 and <=15 inches	each	\$619.04

Year Three - Table BFP-3: Backflow Prevention Replacement

Item #	Description	Unit of Measure	Unit Price
13	Backflow Prevention Replacement < or =2 inches	each	\$244.49
14	Backflow Prevention Replacement >2 and <=4 inches	each	\$634.64
15	Backflow Prevention Replacement >4 and <=6 inches	each	\$1183.98
16	Backflow Prevention Replacement >6 and <=8 inches	each	\$2367.95
17	Backflow Prevention Replacement >8 and <=15 inches	each	\$2959.94

Year Three - Table BFP-4: Additional Cost

Item #	Description	Unit of Measure	Unit Price
18	Labor Rate: Standard Testing Certification	per hour	\$70.75
19	Labor Rate: Overtime Testing Certification	per hour	\$98.84
20	Labor Rate: Emergency Testing Certification	per hour	\$130.05
21	Labor Rate: Standard Recondition-Repair	per hour	\$70.75
22	Labor Rate: Overtime Recondition-Repair	per hour	\$98.84
23	Labor Rate: Emergency Recondition-Repair	per hour	\$130.05
24	Labor Rate: Standard Replacement	per hour	\$70.75
25	Labor Rate: Overtime Replacement	per hour	\$98.84
26	Labor Rate: Emergency Replacement	per hour	\$130.05

Year Three- Additional Costs - MARKUP SHALL NOT EXCEED 25%

Item #	Description	% Markup
27	Sub-contractor Labor, Parts and Materials (Original Invoice)	.18
	MARKUP SHALL NOT EXCEED 25%	

Year Four - Table BFP-1: Backflow Prevention & Testing Certification

Item #	Description	Unit of Measure	Unit Price
1	Backflow Prevention & Testing Certification for < or = 2 inches	each	\$185.71
2	Backflow Prevention & Testing Certification for >2 and <=4 inches	each	\$185.71
3	Backflow Prevention & Testing Certification for >4 and <=6 inches	each	\$185.71
4	Backflow Prevention & Testing Certification for 8 inches	each	\$185.71
5	Backflow Prevention & Testing Certification for 10 inches	each	\$206.93
6	Backflow Prevention & Testing Certification for 12 inches	each	\$206.93
7	Backflow Prevention & Testing Certification for 15 inches	each	\$206.93

Year Four - Table BFP-2: Backflow Prevention Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
8	Backflow Prevention Recondition-Repair < or = 2 inches	each	\$206.93
9	Backflow Prevention Recondition-Repair >2 and <=4 inches	each	\$206.93
10	Backflow Prevention Recondition-Repair >4 and <=6 inches	each	\$249.38
11	Backflow Prevention Recondition-Repair >6 and <=8 inches	each	\$249.38
12	Backflow Prevention Recondition-Repair >8 and <=15 inches	each	\$631.42

Year Four - Table BFP-3: Backflow Prevention Replacement

Item #	Description	Unit of Measure	Unit Price
13	Backflow Prevention Replacement < or =2 inches	each	\$249.38
14	Backflow Prevention Replacement >2 and <=4 inches	each	\$647.33
15	Backflow Prevention Replacement >4 and <=6 inches	each	\$1207.66
16	Backflow Prevention Replacement >6 and <=8 inches	each	\$2415.31
17	Backflow Prevention Replacement >8 and <=15 inches	each	\$3019.14

Year Four - Table BFP-4: Additional Cost

Item #	Description	Unit of Measure	Unit Price
18	Labor Rate: Standard Testing Certification	per hour	\$72.17
19	Labor Rate: Overtime Testing Certification	per hour	\$100.82
20	Labor Rate: Emergency Testing Certification	per hour	\$132.65
21	Labor Rate: Standard Recondition-Repair	per hour	\$72.17
22	Labor Rate: Overtime Recondition-Repair	per hour	\$100.82
23	Labor Rate: Emergency Recondition-Repair	per hour	\$132.65
24	Labor Rate: Standard Replacement	per hour	\$72.17
25	Labor Rate: Overtime Replacement	per hour	\$100.82
26	Labor Rate: Emergency Replacement	per hour	\$132.65

Year Four- Additional Costs - MARKUP SHALL NOT EXCEED 25%

Item #	Description	% /Markup
27	Sub-contractor Labor, Parts and Materials (Original Invoice) MARKUP SHALL NOT EXCEED 25%	.18

Year Five - Table BFP-1: Backflow Prevention & Testing Certification

Item #	Description	Unit of Measure	Unit Price
1	Backflow Prevention & Testing Certification for < or = 2 inches	each	\$189.42
2	Backflow Prevention & Testing Certification for >2 and <=4 inches	each	\$189.42
3	Backflow Prevention & Testing Certification for >4 and <=6 inches	each	\$189.42
4	Backflow Prevention & Testing Certification for 8 inches	each	\$189.42
5	Backflow Prevention & Testing Certification for 10 inches	each	\$211.07
6	Backflow Prevention & Testing Certification for 12 inches	each	\$211.07
7	Backflow Prevention & Testing Certification for 15 inches	each	\$211.07

Year Five - Table BFP-2: Backflow Prevention Recondition-Repair

Item #	Description	Unit of Measure	Unit Price
8	Backflow Prevention Recondition-Repair < or = 2 inches	each	\$211.07
9	Backflow Prevention Recondition-Repair >2 and <=4 inches	each	\$211.07
10	Backflow Prevention Recondition-Repair >4 and <=6 inches	each	\$254.37
11	Backflow Prevention Recondition-Repair >6 and <=8 inches	each	\$254.37
12	Backflow Prevention Recondition-Repair >8 and <=15 inches	each	\$644.05

Year Five - Table BFP-3: Backflow Prevention Replacement

Item #	Description	Unit of Measure	Unit Price
13	Backflow Prevention Replacement < or =2 inches	each	\$254.37
14	Backflow Prevention Replacement >2 and <=4 inches	each	\$660.28
15	Backflow Prevention Replacement >4 and <=6 inches	each	\$1231.81
16	Backflow Prevention Replacement >6 and <=8 inches	each	\$2463.62
17	Backflow Prevention Replacement >8 and <=15 inches	each	\$3079.52

Year Five - Table BFP-4: Additional Cost

Item #	Description	Unit of Measure	Unit Price
18	Labor Rate: Standard Testing Certification	per hour	\$73.61
19	Labor Rate: Overtime Testing Certification	per hour	\$102.84
20	Labor Rate: Emergency Testing Certification	per hour	\$135.30
21	Labor Rate: Standard Recondition-Repair	per hour	\$73.61
22	Labor Rate: Overtime Recondition-Repair	per hour	\$102.84
23	Labor Rate: Emergency Recondition-Repair	per hour	\$135.30
24	Labor Rate: Standard Replacement	per hour	\$73.61
25	Labor Rate: Overtime Replacement	per hour	\$102.84
26	Labor Rate: Emergency Replacement	per hour	\$135.30

Year Five- Additional Costs - MARKUP SHALL NOT EXCEED 25%

Item #	Description	% Markup
27	Sub-contractor Labor, Parts and Materials (Original Invoice) MARKUP SHALL NOT EXCEED 25%	.18